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

AGENDA
May 23, 2011

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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
MAY 23, 2011

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MINUTES
   Regular Meeting – 4/18/11
   Special Meeting – 4/18/11

4. COMMENDATION

   - Levy Chairs
     Becky and Mike Grell
   - Levy Treasurer
     Charles Frazzin
   - Levy Guiding Committee
     Chad Lahrmer
     Edward Kramer
     Dana Matthews
     Janet Riedthaler
     Jennie Vasarhelyi

   - Keyshaun Smith
   - Cherrie Jacofsky

5. COMMUNICATION

   - Community Connections – **"Bringing the Schools into your Home"**
     Middle School – The Knight Way The Right Way

6. OPEN FORUM

7. 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

8. SUPERINTENDENT'S REPORT

9. TREASURER'S REPORT

10. EXECUTIVE SESSION

11. ADJOURN

NEXT BOARD MEETING: June 20, 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
May 23, 2011

1. **RECOMMENDATION TO APPROVE FIELD TRIP – Mount Union College**

The Superintendent recommends approval of a field trip for the Football Team players to travel to football team camp, Mount Union College, Alliance, OH. They will be departing 7/24/11 and returning 7/26/11. Mode of transportation will be Nordonia school buses. The cost per student is $230 with no cost to the District. (Exhibit #S1)

2. **RECOMMENDATION TO APPROVE FIELD TRIP – Wilmington College**

The Superintendent recommends approval of a field trip for 9th – 12th grade student-athletes to attend a girl's basketball camp at Wilmington College in Wilmington, OH. They will be departing 7/5/11 and returning 7/7/11. Mode of transportation will be provided by player's parents. The cost per student is estimated at $110 per student with no cost to District. (Exhibit #S2)

3. **RECOMMENDATION TO APPROVE FIELD TRIP – Sherrodsville, Ohio**

The Superintendent recommends approval of a field trip for the JV/Varsity Boys Basketball (grades 9-12) to travel to basketball camp in Sherrodsville, Ohio. They will be departing 6/19/11 and returning 6/21/11. Mode of transportation will be Nordonia school buses. The cost per student is estimated at $200 with no cost to the District. (Exhibit #S3)

4. **RECOMMENDATION TO APPROVE MEMBERSHIP IN THE OHIO HIGH SCHOOL ATHLETIC ASSOCIATION**

The Superintendent recommends that the Board approve membership and participation in the Ohio High School Athletic Association for the 2011-12 school year. (Exhibit #S4)

5. **RECOMMENDATION TO APPROVE THE NON-PUBLIC INTER-DISTRICT AREA CONTRACT WITH THE SUMMIT COUNTY EDUCATIONAL SERVICE CENTER FOR ST. BARNABAS NON-PUBLIC SCHOOL FOR THE 2011-12 SCHOOL YEAR**

The Superintendent recommends that the Board approve the contract between the Summit County Educational Service Center for Non-Public Inter-District Service Area and St. Barnabas School/Nordonia Hills City Schools. The cost of the agreement for the 2011-12 school year 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 FY 11-12 from the State of Ohio. (Exhibit #S5)

6. **AUTHORIZING THE EXECUTION AND DELIVERY OF A CUSTOMER SUPPLY AGREEMENT BETWEEN THE NORDONIA HILLS CITY SCHOOL DISTRICT AND THE OHIO SCHOOL COUNCIL'S ENDORSED SUPPLIER, FIRST ENERGY SOLUTIONS CORP**

WHEREAS, the Boards of Education of certain school districts located in northeastern Ohio established the Ohio Schools Council as a regional council of governments, pursuant to Revised Code Chapter 167 (the "Council"), for the purposes of carrying out cooperative purchase programs and promoting cooperative arrangements and agreements among its member school districts and government agencies or private persons; and
WHEREAS, the members of, and other participating public schools associated with, the Council desire to purchase retail electric power services from the supplier of such services that has received the endorsement of the Council, First Energy Solutions Corp (the "Endorsed Supplier") for the Council's Power4Schools Program; and

WHEREAS, the Board of Education (the "Board") of this School District (the "District"), pursuant to this resolution desires to authorize the execution and delivery by the District of a customer supply agreement between the District and First Energy Solutions Corp (the "Customer Supply Agreement"), pursuant to which the District will purchase electricity generation at a discount for its school facilities; and

NOW THEREFORE, be it resolved by the Board of Education of the Nordonia Hills City School District, County of Summit, State of Ohio as follows:

Section 1. The Board authorizes and directs the Treasurer to execute and deliver, in the name of the District and on its behalf, the Customer Supply Agreement, substantially in the form now on file with this Board, with any changes that are not inconsistent with this resolution and that may be acceptable to the Treasurer whose acceptance shall be conclusively evidenced by the execution of such document by the Treasurer.
Section 2. Monies adequate to pay amounts due under the Customer Supply Agreement for the current fiscal year are hereby appropriated for that purpose.
Section 3. It is hereby found and determined that all formal actions of the Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code. (Exhibit #S6)

7. RECOMMENDATION TO APPROVE SMART SOLUTIONS CONTRACT

The Superintendent recommends approval of a contract with Smart Solutions to provide Technical Services including: Network Operation Center, Engineer Support, Site Manager, Project Management, Desktop Support and Professional Development Services. The yearly cost of this contract, for the 2011-12 school year, will be $240,000. (Exhibit #S7)

8. RECOMMENDATION TO APPROVE CONTRACT WITH DIVERSITY INITIATIVES, INC.

The Superintendent recommends that the Board approve the following contract with Diversity Initiatives, Inc. to provide Title VI and Title IX consulting services to our District for 2011-12 school year. (Exhibit #S8)

9. RECOMMENDATION TO APPROVE ACADEMIC STUDENT CONSUMABLE FEES FOR 2011-12

The Superintendent recommends that the K-8 academic student consumable fees for the 2011-12 school year be based on the actual cost of consumable materials for each grade level as follows: (Exhibit #S9)

Kindergarten	$53.29
Grade 1	$79.44
Grade 2	$69.31
Grade 3	$72.11
Grade 4	$51.41
Grade 5	$53.35
Grade 6	$17.78
Grade 7	$18.35
Grade 8	$18.35

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

CERTIFIED:

RETIREMENT

Karen Vince, HS Intervention Specialist, for the purpose of retirement, effective 10/18/11

RESIGNATION:

Linda Goetze, LE Intervention Specialist, effective at the end of the 2010-11 school year

Dena Moeritz, RW Intervention Specialist, effective at the end of the 2010-11 school year

Rebecca Toukonen, HS Science, effective at the end of the 2010-11 school year

TITLE I SUMMER SCHOOL TEACHERS GRADES KG - 6

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
Kristen Finley	Shelby Mottern	Dan Boyle
Lisa Zingale	Alison Monsman	Brenda Siracusa
Melanie Dillon	Janine Sekulich	Mary Sue Ravida
Crystal Dangler	Vivian Varjas	Brad Bender
Sue Harris (shared position)		Jan Tylicki
		Goksu Kretch (shared position)

TITLE I SUMMER SCHOOL ELA CONSULTANT AND COACH

The Superintendent recommends that Kim Hauge be reimbursed for her work as ELA consultant and coach during the Title I Summer School with a stipend of $750.00 paid with Title I funds.

TITLE I SUMMER SCHOOL OFFICE AIDES

The Superintendent recommends that the following employees be reimbursed for their work as Summer School office aide for grades KG-6 at the rate of $13.92 per hour using Title I funds, not to exceed 90 hours:

Jayne Kobe Janet Riedthaler

MUSIC CURRICULUM

The Superintendent recommends that the following employees be reimbursed for their work writing the new music curriculum not to exceed 12 hours paid at curriculum rate:

John Pickering Trisha Snowden Mary Schrembeck

EXTENDED SCHOOL YEAR FOR 2011

The Superintendent recommends that the following Intervention Specialists receive a stipend for ESY Summer Services at the curriculum rate.

Colleen Doherty (1st year)
Sarah Polito (3rd year)
Michelle Shaffer (3rd year)
Deb Swan (1st Year)

NATIONAL PARK SYSTEM STIPEND

The Superintendent recommends that Kristina Schroeder be reimbursed for her work with the National Park system during the summer of 2011 at a rate of $2,400. The salary will be paid entirely by a grant from the National Park System.

HOME INSTRUCTION

Stacy Cravener

CHANGE OF ASSIGNMENT

Stacy Cravener, HS Math from 50% to 100%, effective for the 2011-12 school year

Lynn Smith, LV Reading Intervention from 50% to 100%, effective for the 2011-12 school year. (Position to be determined)

LEAVE OF ABSENCE

Vanessa DeBoo, HS Science, Parental Leave of Absence, effective for the 2011-12 school year

Toni Donze, MS Social Studies, Parental Leave of Absence effective for the 2011-12 school year

Amy Mix, RW Intervention Reading Teacher, Parental Leave of Absence, effective for the 2011-12 school year

Amy Solkiewicz, RW Grade 3, Parental Leave of Absence, effective for the 2011-12 school year

SUBSTITUTES

The Superintendent recommends that the following be employed as substitute teachers on an as-needed basis for the 2011-12 school year only:

Carol Adams
Katherine Augustyn
Pamela Bina
Samantha Bobinski
Connie Brock
Eric Browne
Julie Buckler
Debra Bugenske
Miranda Burley
Catherine Campensa
Kathleen Campopiano
June Christopher-Jones
Andrea Chilton
Christie Coyle
Angela Cuttaia
Gary Davis
Gregory Dohner
Susan Dulaney
Tisha Eisenhuth
Lauren Fenimore
Kristen Finley
Theodore Folk
Tami Forsythe-Ludewig
Susan Fox
Lauren Frattin
Donald Gaspar
Karen Gedeon
Melissa Gedeon
Carrie Georgopoulos
Jillian Gordon
Karen Greer
Christine Heatherman
Bonnie Hoehn
Patricia Hoskin
David Hungerford
Mary Kallai
Cynthia Kasper
Jamie Klintworth
Maggie Kozanas
Matthew Laurenzi
Elizabeth Little
Susan Little
Laurel Lohrey
Susan Ruth Marengo
Tim McKee

Rebecca Miles
Karla Morris
Christine Nyswonger-Winkler
Dana Ogorek
Nathan Painter
Kim Pelsoczi
Mary Ann Porrata
Lawrence Rausch
Susan Russo
Sally Rutman
Richard Salera
Kennan Salzbrenner
Christopher Simmons
Lisa Smich
Katherine Stata
Deborah Stehlik
Robin Steigert
Marybeth Stout
Kimberly A. Taylor
Kimberly N. Taylor
Alan Valendza
Teresa Van Der Meulen
Sally Vickers
Howard Waugaman
Gary White
Betsey Wilson
Michelle Wright
Robin Zullo

CLASSIFIED:

RETIREMENT

Barbara Opatka, HS Bookkeeper, for the purpose of retirement, effective 7/1/11

RESIGNATION

Debora Patterson, HS Special Education Attendant/Assistant, effective 4/14/11

CHANGE OF ASSIGNMENT:

Brenda Amato (R), from MS Security, 4.5 hours per day to HS Security, 4.5 hours per day, Classification V, Pay Grade I, Step 7, effective 6/30/2011

Diana Ballard (R), from LE Educational Assistant, 6.0 hours per day to LV Educational Assistant, 4.5 hours per day, Classification II, Pay Grade II, Step 7, effective 6/30/11

Barbara Campana (R), from HS Educational Assistant, 5.0 hours per day to LV Student Supervisor, 2.0 hours per day, Classification II, Pay Grade I, Step 7, effective 6/30/11

Laura Jachna (R), from HS Educational Assistant, 5.0 hours per day to RW Educational Assistant, 3.5 hours per day, Classification II, Pay Grade II, Step 7, effective 6/30/11

Susan Little (R), from RW Educational Assistant, 5.0 hours per day to RW Educational Assistant 4.0 hours per day, Classification II, Pay Grade II, Step 7, effective 6/30/11

Kim Luczywo (R) from MS Educational Assistant, 4.5 hours per day to RW Student Supervisor 2.0 hours per day, Classification II, Pay Grade I, Step 6, effective 6/30/11

Pat Lupica, (R) from RW Educational Assistant, 6.0 hours per day to LV Educational Assistant, 4.0 hours per day, Classification II, Pay Grade II, Step 7, effective 6/30/11

Cheryl McLeod (R) from MS Educational Assistant, 5.0 hours per day to NF Educational Assistant, 3.5 hours per day, Classification II, Pay Grade II, Step 7, effective 6/30/11

Nancy Monsman (R) from NF Educational Assistant, 6.25 hours per day to RW Educational Assistant, 5.0 hours per day, Classification II, Pay Grade II, Step 7, effective 6/30/11

Christina Murton (R), from HS Secretary 8.0 hours per day to RW Secretary 8.0 hours per day, Classification II, Pay Grade IX, Step 7, effective 6/30/11

Rose Ostberg (R), from RW Special Education Attendant, 6.5 hours per day to LE Special Education Attendant, 6.25 hours per day, Classification II, Pay Grade V, Step 3, effective 5/16/11

Joyce Pitts (R) from HS Educational Assistant, 7.25 hours per day to LE Educational Assistant 6.0 hours per day, Classification II, Pay Grade II, Step 7, effective 6/30/11

Susan Ross (R) from NF Educational Assistant, 5.0 hours per day to RW Student Supervisor, 2.0 hours per day, Classification II, Pay Grade I, Step 7, effective 6/30/11

Sharon Schmidt (R) from LE Special Education Attendant, 6.25 hours per day to HS Special Education Attendant, 7.0 hours per day, Classification II, Pay Grade V, Step 7, effect 5/9/11

Theresa Smith (R) from MS Educational Assistant, 5.0 hours per day to NF Educational Assistant, 5.0 hours per day, Classification II, Pay Grade II, Step 7, effective 6/30/11

Amy Strauss (R) from RW Secretary, 8.0 hours per day to HS Secretary, 4.0 hours per day, Classification II, Pay Grade IX, Step 1, effective 6/30/11

Janis White (R), from MS Educational Assistant, 5.0 hours per day to LV Educational Assistant, 3.5 hours per day, Classification II, Pay Grade II, Step 7, effective 6/30/11
Alice Wyatt (R), from Reduction in Force to MS Cafeteria Helper, 3.0 hours per day, 5 days per week, Classification I, Pay Grade I, Step 1, effective 4/20/2011

Dorie Zaccardelli (R) from RW Educational Assistant, 4.0 hours per day to RW Student Supervisor, 2.0 hours per day, Classification II, Pay Grade I, Step 7, effective 6/30/11

11. RECOMMENDATION TO APPROVE PERSONNEL ITEMS

11(a) CERTIFIED:

REDUCTION IN FORCE
(Requires a separate motion)

Due to the levy failure on May 3, 2011, the Superintendent recommends that the contracts for the following employees be suspended at the conclusion of the 2010-11 school year:

Stacy Albanese	Nancy Eichelberger	Janine Sekulich
Amy Artl	Chris Gaghan	Brenda Siracusa
Audie Atienza	Sue Harris	Katie Spence
Angie Brock	Andreas Johansson	Stacy Stewart
Dave Capretta	Thea Jones	Mike Szabo
Linda Chaloupka	Shannon Klouda	Bethany Taylor
Melissa Colecchi-Cutright	Jennifer Lindsey	Elizabeth Testa
Ashley Crandall	Linda Luce	Anna Velotta
Crystal Dangler	Holly Piekarski-Schroeter	Matt Volk
Nia Davis	Angela Powers	
Ben Dulin	Michelle Quinlan	

11(b) CLASSIFIED:

REDUCTION IN FORCE
(Requires a separate motion)

Due to the levy failure on May 3, 2011, the Superintendent recommends that the contracts for the following employees be suspended at the conclusion of the 2010-11 school year:

Susan Beichner	Educational Assistant, LV	4.0 hours
Lisa Evert	Student Supervisor, RW	2.0 hours
Vicki Franchino	Student Supervisor, LE	2.0 hours

Renee Fujikawa	Educational Assistant, HS	3.0 hours
Janice Gregory	Student Supervisor, RW	2.0 hours
Agnes Gurko	Educational Assistant, LV	3.5 hours
Debra Hudson	Educational Assistant, HS	5.0 hours
Joyce Kenney	Educational Assistant, LV	4.5 hours
Gail Mayer	Educational Assistant, HS	2.5 hours
James Nash	Security, HS	4.5 hours
Rosanne Palotta	Asst. Cafeteria Manager, HS	0.5 hours
Jennifer Prusa	Student Supervisor, LV	2.0 hours
Susan Radvilavicius	Student Supervisor, LE	2.0 hours
Amanda Sajovie	Student Supervisor, RW	2.0 hours
Sharon Stefka	Educational Assistant, HS	4.0 hours
Sharon Stefka	Student Supervisor, HS	2.0 hours

11(c) NON-RENEWAL OF CLASSIFIED SUBSTITUTES
Effective at the end of the 2010-11 School Year
(Requires a separate motion)

Armin Adilovic
Ann Andrassy
Daniel Arnold
Eunice Bardoun
Robert Bednar
Karen Benda
Don Benyak
Charles Bonacci
Nicholas Bukvic
Constance Carpenter
Jeri Carr-Serbinowski
Beth Coneglio
Janet Cox
Susan Cummings
John Dusek
Gina Filakosky
Sharon Flora
William Forsythe
Barbara Fossa
Susan Fox
Linda Frejofsky
Patricia Frost
Julie Fulton
Gary Geringer
Nancy Belle Gordon
Phillip Harris
Linda Hart
Fred Hauser
Jennifer Highberger
Gilmer G. Holland
Janis Hovan
Richard Hulec
Karen Isaac
Donna Jackson
Beverly Jagger
Joseph Jansky
Susan Kachele
Julianne Kaczmarek
Michelle Kalchert
Paula Kapinski
Gayle Karaffa
Matthew Kruger
James Lemon
Cindy Lenhart
Theresa Leonardi
Mark Lisowski
Ben Lisowski
Laurel Lohrey
Ruthann Lowmiller
Meredith Mariani
Rosemary Marino
Ellen Martin
Brett Mason
Tracy Mason
Dale McBride
Lois McRitchie
Tracy Mendez
Linda Mika
Virginia Morrel
Oliver Morris
Yavonda Mosely
Linda Myroniak
Jennifer North
Nancy O'Brien
Jan Ochwat
Awilda Olah
Theodore Osinsky
Angela Pallotta
Meribeth Pannitto
Kim Pelsoczi
Joseph Percher
Channon Petros
Natalie Pomiecko
Frank Pretzloff
Sonja Rhone
Andrena Righi
Kathy Robinson
Laurie Roe
Barbara Romanik
Iva Roznik
Amanda Sajovie
Ken Salzbrenner
Linda Schultz
Ted Shoop
Pamela Sitter
Martha Skinzenta
Sheila Sopko
Celeste Spencer
Robin Steigert
Lisa Stephens
Lori Stevens
Cheryl Stumpf
Carrie Syllaba
Hirametta Townes
Linda Urich
Susan Vetrovsky
Mary Alice Walerski
Diane Wendorff (Hollifield)
Natalie Werner
Gail Yannarella
Marguerite Young
Lura Zajc

TREASURER'S REPORT
May 23, 2011

1. RECOMMENDATION TO APPROVE FINANCIAL STATEMENTS

The Treasurer recommends that the Board approve the Financial Statements for the month ending April 30, 2011. See Exhibit T1:

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

2. RECOMMENDATION TO APPROVE TRANSFERS

The Treasurer recommends that the Board approve the schedule of transfers as follows for the period ending April 30, 2011:

Transfers:

From:	GAR 05-06	(019)	($3,631.82)
To:	GAR ED INIT	(019)	($3,631.82)
Description:	Reclassify carryover balance		
From:	GAR 08-09	(019)	($1,068.18)
To:	GAR ED INIT	(019)	($1,068.18)
Description:	Reclassify carryover balance		
From:	GAR	(019)	($7,557.81)
To:	GAR	(019)	($7,557.81)
Description:	Reclassify carryover balance		
From:	GAR	(019)	$12,622.57
To:	GAR	(019)	$12,622.57
Description:	Reclassify carryover balance		

NORDONIA HILLS
CITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING

May 23, 2011

EXHIBITS

Exhibit #S1

NORDONIA HILLS CITY SCHOOLS

PROPOSAL FOR OVERNIGHT/EXTENDED STUDENT TRIPS

Type of Trip Football Camp

Proposed Departure Date: July 24, 2011 Return Date: July 26, 2011

Proposer: Al Huge Position: Football

Date by which response is needed: ASAP Proposal Date: 4/4/05

A. Purpose

1. What is the major place to be visited or event to be attended?

   Team football camp at Mount Union University

2. How is the trip related to the educational program of the District?

   It will help to improve the athletic department. Students will Have an opportunity to visit a college campus.

3. In what ways will the students benefit?

   They will have an opportunity to improve their level of play and team work by playing together.

4. In what ways will the District benefit?

   Our team will represent our school with class and good sportsmanship. We will demonstrate a positive attitude as well as a strong work ethic.

5. How will the trip be evaluated to determine the extent to which these benefits were realized?

   The success our team as in coming together as a team, and how Competitive we are with other teams.

B. Students and Staff

1. Which students, (grade, class or organization) will be going?

   Football players grades 10-12

2. How many students in total?

   60 students

3. How many students are currently experiencing academic problems?

   None

B. Student and Staff (cont'd)

4. Which staff member will be in charge?

Al Huge

5. What previous experience has the staff member had in conducting overnight or extended field trips?

15 years of either taking teams to camp or as a camp supervisor.

6. What other staff members will be going?

Mark Geis – Assistant Coach	Tony Buckler – Assistant Coach
Mike Booth – Assistant Coach	Dave Smith – Assistant Coach
Ken Roeten – Assistant Coach	Scott Barwidi – Assistant Coach

7. How many chaperones, in addition to staff members, will be going?

N/A

8. What are their names and affiliations with the students?

N/A

9. How many school days will be missed?

0

10. How will teachers be advised in advance that the students will be out of school?

N/A

C. School Work

1. How will missed work be made up?

N/A

2. What special assistance will be provided students with academic problems?

N/A

D. Itinerary

1. What is the destination?
Mount Union University

2. What will be the mode of transportation? What liability insurance does the carrier have?

School bus will take us down on Sunday, July 24 and pick us up on Wednesday, July 26. If we are unable to use school bus transportation then parent volunteer will be asked to drive.

D. Itinerary (cont'd)

3. Where will the group be housed and fed?

University dorm and cafeteria

4. What en route or supplementary activities are planned?

Stop for lunch.

5. What arrangements have been made for dealing with emergency situations?

A medical form will be filled out by each parent and authorization for emergency treatment provided. Phone numbers will be provided to the parents.

6. If tour guides are involved, what liability insurance do they carry?

N/A

E. Finances

1. What is the estimated total cost and cost per student?

$230.00 per player.

2. What is the source of funds?

Players pay for themselves.

3. How will the funds be collected and safeguarded?

Forms and money was turned into Coach Huge with checks payable to Nordonia Athletic Department. Purchase order was issued to Mount Union University.

4. How will any shortfall be made up or excess funds used?

N/A

5. What provision has been made for students who are financially unable to pay any necessary costs?

Students must provide their own finances. Players will be selling discount cards to raise the necessary money.

F. Communications

1. How will you communicate to parents prior to, during, and after the trip?

   Letters were sent home to parents from Coach Huge, along with university forms and information including emergency phone numbers at the university.

2. List telephone number at destination and where group will be housed.
   1-330-685-3168

3. What information will be provided to the media and the community?

Signature of the Requestor — Date: 4/4/11

Approved:

Principal — Date

Date

Board of Education — Date

NORDONIA HILLS CITY SCHOOLS

PROPOSAL FOR OVERNIGHT/EXTENDED STUDENT TRIPS

Type of Trip Nordonia Girls Basketball Program Team Camp

Proposed Departure Date: July 5, 2011 Return Date: July 7, 2011

Backup Departure Date: July 10, 2011** Back up Return Date: July 12, 2011**

** The back dates are provided in case the July 5-7 camp is booked at which point the team would go to the July 10-12 dates for camp instead.

Proposer: Gary Tipton Position: Head Coach

Date by which response is needed: June 1, 2011 Proposal Date: April 19, 2011

A. Purpose

1. What is the major place to be visited or event to be attended?

   Wilmington College, Wilmington, Ohio

2. How is the trip related to the educational program of the District?

   The trip is for a team athletic event where players will be able to improve their basketball skills and experience bonding with their teammates.

3. In what ways will the students benefit?

   Students will improve their basketball skills, meet players from other high schools and experience a college setting.

4. In what ways will the District benefit?

   The district will benefit by having its student-athletes demonstrate the values learned at Nordonia High School and represent the schools system to others.

5. How will the trip be evaluated to determine the extent to which these benefits were realized?

   There will be a written evaluation done by the coaches and players.

B. Students and Staff

1. Which students, (grade, class or organization) will be going?

   Students will be in grades 9-12.

2. How many students in total?

   12-15 students in total.

3. How many students are currently experiencing academic problems?

None. This camp is done during the summer during a non academic school year period of time.

4. Which staff member will be in charge?

Gary Tipton Head Coach and Michael Griffen, Assistant Head Coach

5. What previous experience has the staff member had in conducting overnight or extended field trips?

Coaches Tipton and Griffen have extensive experience in conducting overnight/extended field trips having done so for the last 7 years in the school district.

6. What other staff members will be going?

No additional staff members are attending.

7. How many chaperones, in addition to staff members, will be going?

None.

8. What are their names and affiliations with the students?

NA

9. How many school days will be missed?

No school days will be missed.

10. How will teachers be advised in advance that the students will be out of school?

No school days will be missed.

C. School Work

1. How will missed work be made up?

No school work will be missed.

2. What special assistance will be provided students with academic problems?

Not applicable as this trip will not occur during the school year.

D. Itinerary

1. What is the destination?

Wilmington, Ohio

2. What will be the mode of transportation? What liability insurance does the carrier have?

Parents will be providing the transportation. Verification of insurance of all drivers will be done.

3. Where will the group be housed and fed?

Hampton Inn, Wilmington, Ohio

4. What en route or supplementary activities are planned?

No en route or supplementary activities are planned.

5. What arrangements have been made for dealing with emergency situations?

Coaches have cell phones and will have emergency medical forms for each student with them at all times while they are on the trip

6. If tour guides are involved, what liability insurance do they carry?

N/A

D. Finances

1. What is the estimated total cost and cost per student?

The cost per player is anticipated to be $110 .

2. What is the source of funds?

Players and families are the source of funds.

3. How will the funds be collected and safeguarded?

Coach Tipton will collect and safeguard the funds and submit them to Wilmington College.

4. How will any shortfall be made up or excess funds used?

There will not be any shortfall or excess.

5. What provision has been made for students who are financially unable to pay any necessary costs?

Fund raising opportunities are available for any student who are financially unable to pay the necessary costs

E. Communications

1. How will you communicate to parents prior to, during, and after the trip?

By Cell Phone and email.

2. List telephone number at destination and where group will be housed.

Hampton Inn
201 Holiday Drive
Wilmington, OH 45177
(937) 382-4400

3. What information will be provided to the media and the community?

A summary of the camp will be presented to the News Leader as we have done in the past .

Gary D. Tipton, Head Coach
Signature of the Requestor

Date: April 19, 2011

Approved:

Principal

Date 4/25/11

Date

Board of Education

Date

Exhibit #S3

NORDONIA HILLS CITY SCHOOLS

PROPOSAL FOR OVERNIGHT/EXTENDED STUDENT TRIPS

Type of Trip Boys Basketball Camp

Proposed Departure Date: 6/19/2011 Return Date: 6/21/2011

Proposer: Matt Cash Position: Head Basketball Coach

Date by which response is needed: 5/31 Proposal Date: 5/09/2011

A. Purpose

1. What is the major place to be visited or event to be attended?
   Sherrodsville, OH

2. How is the trip related to the educational program of the District?
   Team Camp for Boy's Basketball

3. In what ways will the students benefit?
   Learn Teamwork and Bonding

4. In what ways will the District benefit?
   Basketball Team will be better prepared for the season

5. How will the trip be evaluated to determine the extent to which these benefits were realized?
   Record at Team Camp

B. Students and Staff

1. Which students, (grade, class or organization) will be going?
   JV/ Varsity Basketball grades 9-12

2. How many students in total?

   30

3. How many students are currently experiencing academic problems?

   NA

B. Student and Staff (cont'd)

4. Which staff member will be in charge?

Matt Cash/ Shaun Phillips

5. What previous experience has the staff member had in conducting overnight or extended field trips?

Have attended camp the past 6 years

6. What other staff members will be going?

Shaun Phillips/ Ken Vehar

7. How many chaperones, in addition to staff members, will be going?

None

8. What are their names and affiliations with the students?

9. How many school days will be missed?

None

10. How will teachers be advised in advance that the students will be out of school?

NA

C. School Work

1. How will missed work be made up?

NA

2. What special assistance will be provided students with academic problems?

NA

D. Itinerary

1. What is the destination?

Sherrodsville, OH

2. What will be the mode of transportation? What liability insurance does the carrier have?

School Bus

D. Itinerary (cont'd)

3. Where will the group be housed and fed?

Dorms located at Camp

4. What en route or supplementary activities are planned?

NA

5. What arrangements have been made for dealing with emergency situations?

All players will be required to hand in EMA to me(Matt Cash), on site trainer is also available

6. If tour guides are involved, what liability insurance do they carry?

NA

E. Finances

1. What is the estimated total cost and cost per student?

$200

2. What is the source of funds?

Players pay for camp themselves

3. How will the funds be collected and safeguarded?

Payment will be made online with receipt given to me or checks will be made out to me and then I will get a certified check

4. How will any shortfall be made up or excess funds used?

From youth camp funds

5. What provision has been made for students who are financially unable to pay any necessary costs?

Will be given assistance for working our youth camps

F. Communications

1. How will you communicate to parents prior to, during, and after the trip?

   Parents will be given my cell phone number

2. List telephone number at destination and where group will be housed.

   740-965-2844 / 614-264-4105

3. What information will be provided to the media and the community?

   A letter will be given to the NewsLeader

Signature of the Requestor — Date: 5/9/11

Approved:

Principal — Date: 5/8/11

Date

Board of Education — Date

Exhibit #S4

RETURN BY JULY 31, 2011

BOARD OF EDUCATION/GOVERNING BOARD RESOLUTION
Authorizing 2011-2012 membership in Ohio High School Athletic Association

WHEREAS, _____ of
(City, County, Exempted Village, Parochial, Private)

_____, _____ County, Ohio has satisfied all the
(Street, Box, R.F.D. Number, City)

requirements for membership in the Ohio High School Athletic Association, a voluntary not-for profit association; and WHEREAS, the Board of Education/Governing Board and its Administration desire for the schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION/GOVERNING BOARD that all schools listed on the reverse side of this card shall be members of the OHSAA and that the Constitution, Bylaws and Sports Regulations of the OHSAA shall be approved and adopted by this Board of Education for its own minimum student eligibility standards. The Board of Education/Governing Board reserves the right to raise the eligibility standards as the Board deems appropriate;

BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree to conduct their athletic programs in accordance with the Constitution, Bylaws, Regulations, Interpretations and decisions of the OHSAA. Furthermore, the schools under this Board's jurisdiction agree to be primary enforcers of the Constitution, Bylaws and Sports Regulations and their interpretations.

Date of Resolution _____

_____
President of the Board of Education/Governing Board

_____
Superintendent

LIST HIGH SCHOOLS AND GRADE 7-8 SCHOOLS ON REVERSE SIDE OF CARD.

4/11 11-3330

CONTRACT FOR SERVICES
SUPERVISED BY LOCAL EDUCATION AGENCY (LEA)

This **AGREEMENT** is entered into this _____ day of _____ 2011, between St. Barnabas School/Nordonia Hills City Schools Summit County, Ohio, (hereinafter referred to as "LEA" Local Education Agency) and the **Summit County Educational Service Center Governing Board**, Cuyahoga Falls, Ohio (hereinafter referred to as the "ESC Board").

1. The ESC Board shall provide to the LEA, the following services for the duration indicated (hereinafter referred to as "the Service'):

   Auxiliary service personnel during the 2011-2012 school year, at the cost of salary, benefits and any other costs incurred in the employment of these individuals.

2. The ESC Board shall hire and pay an individual to provide the Service (hereinafter referred to as "the Service Provider"). The salary or wage rate to be paid the Service Provider by the ESC Board shall be agreed upon between the LEA and the ESC Board, and the LEA shall reimburse the ESC Board for said compensation by the end of the term indicated above in paragraph 1.

3. In accordance with its policies, the ESC Board shall determine, and provide to the Service Provider, the fringe benefits for which the Service Provider qualifies.

4. The LEA shall promptly reimburse the ESC Board for all staff costs for fringe benefits and unemployment compensation incurred by the ESC Board in connection with the provision of the Service Provider to the LEA. The LEA shall pay a fiscal fee of seven percent (7%) of the ESC's cost to provide said service(s).

5. The ESC Board shall reimburse the Service Provider at the then-current IRS rate for mileage expenses of regular travel incurred while providing the Service to the LEA, in accordance with ESC policy and as approved by the Superintendent; and the LEA shall reimburse the ESC Board for said mileage reimbursement.

6. The ESC Board shall assign the Service Provider exclusively to the LEA during the term specified in paragraph 1, above and for any such additional term(s) as may hereinafter be established by the parties.

7. The LEA shall provide all supplies, materials, equipment, clerical support, staff development and workspace for the Service Provider. The need for such items shall be determined by the LEA.

8. The LEA agrees to reimburse the reasonable legal expenses incurred by the ESC Board for any claim or cause of action (collectively, "Claim") to which the ESC Board is made a party and which Claim is asserted by: 1) the Service Provider, against the LEA arising out of his/her assignment to the LEA; 2) by a parent or guardian against the LEA and arising out of adequacy of the services provided by the Service Provider to the LEA; and 3) by any other individual or entity against the LEA arising out of the adequacy of the services provided by the Service Provider to the LEA . Notwithstanding the foregoing, the LEA shall not be required to reimburse any legal expenses incurred by the ESC Board arising out of any claim or cause of action asserted by either party against the other arising under this agreement, including any claim for breach of this agreement.

9. The LEA shall supervise the Service Provider in the provision of the Service and shall evaluate the Service Provider in accordance with Section 3319.11 Ohio Revised Code and the policies of the ESC. The LEA shall have the sole and exclusive right to determine whether to continue or discontinue the assignment of the Service Provider to the LEA at the conclusion of the term of this agreement.

10. The LEA shall determine the work schedule and work rules of the Service Provider.

11. The Service Provider shall follow the ESC Board policies concerning wage and benefits.

12. The Service Provider shall follow the work rules established by the LEA, including but not limited to, reporting procedures and working conditions.

13. The Service Provider shall follow the LEA's policies with respect to calamity days.

14. The Service Provider shall report times worked in the manner prescribed by the LEA and the ESC Board and complete the necessary ESC Board leave forms when necessary.

ST. BARNABAS SCHOOL
(Local Education Agency)

By: Timothy L Browning
Title principal

Date: 3-31-11

SUMMIT COUNTY EDUCATIONAL SERVICE CENTER GOVERNING BOARD

By: _____
Title: President of Governing Board
Date _____

NORDONIA HILLS CITY SCHOOL DISTRICT

By: x
Title BOE President

Date: _____

By: x
Title: Treasurer of Governing Board

Date _____

Ohio-Version 09.09

FirstEnergy Solutions Corp.

Customer Supply Agreement

Customer Supply Agreement ("Agreement") is between FirstEnergy Solutions Corp., an Ohio corporation with its principal offices located in Akron, Ohio ("Supplier"), and Nordonia Hills City Schools , an Ohio Public school system, with its principal office located in Northfield ("Customer") made effective this 23rd day of May, 2011 ("Effective Date"). Supplier and Customer are sometimes referred to individually as "Party" or collectively as "Parties."

Supplier has entered into a Master Agreement to Provide Services to an Affinity Group ("Master Agreement") with the Ohio Schools Council, the Ohio School Board Association, the Ohio Association of School Business Officials and the Buckeye Association of School Administrators (collectively doing business under the trade name Power 4 Schools, (the "P4S")). Pursuant to the Master Agreement, P4S has agreed to establish and maintain a program through which P4S will promote the Supplier's "Electricity Services" to its members (the "Affinity Program"), has endorsed the provision of "Electricity Services" by Supplier to its members, and has negotiated a price for such Electricity Services on behalf of its members.

Customer is a member of one of the entities comprising P4S.

This Agreement sets forth the terms under which the Supplier shall provide and Customer shall pay for competitive energy supply ("Electricity Supply"). In addition to the terms and conditions set forth below, additional pricing and other product information is set forth in completed pricing attachment(s), which may be in multiple parts reflecting different service addresses and/or time periods ("Pricing Attachment"), all of which are incorporated herein by reference. Customer hereby authorizes Supplier to be Customer's Electricity Supplier for the Term of this Agreement. Customer also hereby authorizes P4S to establish Supplier's pricing to Customer for the Term of this Agreement.

Now therefore, for good and sufficient consideration the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

TERM OF AGREEMENT

1. This Agreement shall commence on the Effective Date and shall remain in effect until the meter reading date that encompasses service through December 31, 2019, if Customer is located in the FirstEnergy EDU service territory, or December 31, 2014, if Customer is located in the Duke Energy Ohio EDU service territory, as applicable ("Term"), unless terminated earlier by either Party as expressly permitted by this Agreement. "EDU" means an Electric Distribution Utility as that term is defined in O.R.C. § 4928.01(A)(6).

2. The Electricity Services term (the "Service Term") shall commence on or after June 1, 2011, with the next available meter reading after the local electric utility ("Electric Utility") processes Customer's enrollment information consistent with all regulatory protocols, including without limitation those required by the Electric Utility, and shall continue until the earlier of the meter reading date that encompasses (i) the last day of the Term; (ii) the date this Agreement terminates; or (iii) the date on which the Master Agreement is terminated. This Agreement shall remain in full force and effect throughout the Service Term unless terminated consistent with those events described in Paragraph 3 below.

3. Electricity Supply from Supplier to Customer under this Agreement shall be terminated within thirty (30) days of any of the following events:

3.1 Upon Supplier receiving written notice that Customer terminated service with the Electric Utility at all of its individually services address(es), listed on the Pricing Attachment.

3.2 Upon Supplier receiving written notice from P4S that Customer no longer participates or qualifies for the Affinity Program.

3.3 Customer breaches this Agreement, and Supplier terminates this Agreement.

3.4 Customer terminates this Agreement pursuant to the terms of this Agreement.

3.5 The Master Agreement between Supplier and P4S is terminated by Supplier or P4S.

4. During the Term, if Customer intends to voluntarily terminate service with its Electric Utility at one or more of its individual service address(es), listed on the Pricing Attachment, with the Electric Utility, Customer shall provide Supplier with at least sixty (60) days advance written notice of such termination. As long as notice has been given, such termination of an individual service address will not constitute default. This paragraph does not provide for a termination for convenience nor does it apply to disconnections by the Electric Utility for nonpayment, fraud, or similar reasons.

5. If Supplier and Customer wish to add an individual service address(es) to the Pricing Attachment, Supplier and Customer must execute a mutually agreeable amendment to this Agreement, which may include changes to price, terms, and conditions, and which may be in the form of a new Pricing Attachment.

6. Expiration or termination of this Agreement for any reason shall not relieve either Party of any obligation that arose prior to such expiration or termination, or performance of any obligation under this Agreement that by its terms survives such expiration or termination.

7. The Parties agree that the Electric Utility determines when the Customer will be switched to Supplier for its Electricity Supply, and that such switch will occur in accordance with the Electric Utility's rules and practices regarding the switching of customers to suppliers, and that Supplier has no liability related to the date upon which the Electric Utility determines to switch the Customer. The First Commencement Month set forth on the Pricing Attachment is only an estimate of the expected month when Customer may be switched by the Electric Utility, on its regularly scheduled meter read date, to Supplier for Electricity Supply.

SUPPLIER ELECTRICITY SUPPLY OBLIGATIONS

8. Supplier shall provide for the delivery of Electricity Supply to the Delivery Point, as defined below, and shall be responsible for the transmission and other costs or charges, as described below, imposed on or associated with the delivery of the electricity to the Delivery Point. The delivery point is defined as the electric system interconnection of the Customer's Electric Utility where the Electric Utility takes possession of the electricity from Supplier for delivery to the Customer ("Delivery Point"). Supplier agrees to provide those components of Electricity Supply necessary to satisfy the requirements of the Customer's Electric Utility and/or Independent System Operator/regional transmission entity ("ISO") according to the rules, regulations, and tariffs governing Electricity Supply from an alternative supplier in place on the Effective Date ("Electricity Service"). These components may include electric energy, capacity, transmission service, losses, scheduling, power supply coordination services and ancillary services and such other services or products, including required renewable energy components, that are required for retail firm electric supply to Customer. Changes to such existing requirements, and charges related thereto, are addressed in and subject to the Pricing Attachment and paragraphs 38 and 39, below.

CUSTOMER OBLIGATIONS

9. Customer agrees to purchase Electricity Service for all service addresses listed on the Pricing Attachment(s) at the price listed thereon and chosen by the P4S for the Term in accordance with the terms and conditions of this Agreement. Should Customer install and operate cogeneration or self generate (including generation from a renewable energy source located on or about Customer's property), Customer shall immediately advise Supplier of such load change. If Customer's load usage decreases by thirty percent (30%) or more, as compared to the average load usage over the latest two (2) years, due to installation and operation of cogeneration or self generation (including generation from a renewable energy source located on or about Customer's property), Supplier, at its option, may adjust Customer's Electric Services pricing and billing accordingly. If Customer objects to such adjustments, Customer may terminate this Agreement with ninety (90) days prior notice.

10. Customer is responsible for all costs and expenses of its electricity usage not covered in paragraph 8 above, including without limitation, any applicable competitive transition charges or similar charges.

11. Customer is responsible for providing Supplier with accurate information, including but not limited to, Customer's account/customer number, data about meter reading, type of meter, service or rate classification, and electric usage prior to pricing the Electricity Services.

12. Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. Upon termination of this Agreement, if Customer has not selected another supplier, Customer will be returned to the Electric Utility's standard offer service.

METERING

13. Metering of Customer's electricity usage shall be performed by the Electric Utility through Electric Utility meters. Billing for Electricity Supply, whether billed by Supplier ("Dual Billing") or the Electric Utility ("Consolidated Billing"), will be based on Electric Utility actual or estimated meter readings (including any Electric Utility adjustments thereto) performed by the Electric Utility in accordance with the Electric Utility retail electric service tariff. Customer hereby consents to Supplier's access to any and all Customer information for purposes of fulfilling its obligations under this Agreement, including, without limitation, metered data, passwords, billing and/or other information necessary for scheduling, forecasting and serving Customer's electrical load and usage.

14. If the Electric Utility requires Customer to install additional metering and/or related equipment at any service address, Customer will be solely responsible for all charges and arrangements required by the Electric Utility.

15. Supplier, at its expense, shall have the right to install and remove special metering at any service address(es) with at least thirty (30) days notice to the Customer at a mutually agreeable time and location. Such metering shall remain the property of Supplier. Supplier, upon termination of this Agreement, will restore the metering site to its pre-existing condition.

BILLING AND PAYMENT

16. The Parties agree that this Agreement is not enforceable without a completed Pricing Attachment(s).

17. For the Term, Customer agrees and specifically authorizes P4S to have the right to determine the pricing option in the Pricing Attachment(s) that is applicable to Customer, and Customer agrees to pay and be bound by the pricing option determined by P4S.

18. Supplier shall notify Customer of the pricing option determined by P4S promptly after such determination has been made pursuant to the Master Agreement.

19. Supplier shall bill or cause Customer to be billed for Electricity Services in accordance with the terms and conditions of this Agreement. Supplier may correct bills due to errors made in the meter reading information or billing process.

20. Under Consolidated Billing, the Customer shall be billed and agrees to pay for Electricity Services in accordance with the Electric Utility's tariff, which includes, without limitation, when payment is due and late payment charges.

21. Under Dual Billing, Supplier will separately bill Customer for Electricity Services after receiving monthly billing determinants from the Electric Utility, subject to any Electric Utility estimates or corrected readings. Invoices are due and payable upon receipt. The final date for payment of the net amount as shown on the invoice is twenty-one (21) days from the invoice date ("Due Date"). Payments not received by Supplier by the Due Date shall be subject to a late payment charge of 1.5% per month or the maximum amount permitted by law, whichever is less, on the unpaid amount. If requested by Supplier and if Customer is reasonably able, Customer shall utilize Supplier's electronic invoice presentment and payment program to receive invoices and submit payment.

22. In the event any portion of any invoice is in dispute, the Customer shall pay the undisputed amount and Parties in good faith shall attempt to resolve the dispute. If the dispute is not resolved, each Party may pursue any and all remedies available to it. Upon resolution and determination of the correct invoice amount, the proper adjustment shall either be applied to a subsequent invoice or separately paid/refunded within thirty (30) days of the resolution.

23. Under Dual Billing, Supplier shall have the right to estimate usage for purposes of billing provided that a reconciliation between actual and estimated usage occurs within sixty (60) days of the receipt by Supplier of actual billing determinants.

24. Supplier reserves the right to convert Customer from Consolidated Billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will facilitate more timely billing, collections, and/or payment.

25. Under Dual Billing, a check received in payment of a Customer's account which is returned to Supplier unpaid by the Customer's bank and which cannot be redeposited by Supplier for payment will result in an additional $25 charge or the maximum permitted by law, whichever is less, for the returned check. Such charge will be added to the Customer's account balance.

26. Customer (i) authorizes Supplier to provide P4S and other recipients designated by P4S with periodic reports relating to Customer's electricity usage, charges hereunder and status of this Agreement and (ii) authorizes P4S's and such other recipients' unrestricted use of such information.

CREDITWORTHINESS

27. Supplier may request that Customer provide financial information sufficient for Supplier to complete a credit review prior to providing the services hereunder. If, at any time during the term of this Agreement, Supplier has reasonable concerns about the creditworthiness of Customer, Supplier will provide Customer with written notice of its reasonable concern as to Customer's creditworthiness. Supplier and Customer shall meet within ten (10) business days or as soon as reasonably possible to discuss Customer's creditworthiness. If Supplier is not satisfied regarding Customer's continued ability to perform following such meeting and review, Supplier may require that Customer provide reasonable credit assurance(s), in an amount determined by and a form acceptable to Supplier in a commercially reasonable manner including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty. If such credit assurance(s) is not provided within ten (10) business days of being requested by Supplier, then such failure shall be deemed a default under this Agreement and Supplier may terminate this Agreement without any additional notice.

28. If a deposit or escrow account has been provided, then Supplier shall have the right to apply the deposit amount to an arrearage amount due and owing by the Customer for Electricity Services under this Agreement and all other purposes permitted by law or agreement of the Parties.

29. Supplier shall have no obligation to provide credit support to Customer under this Agreement. Customer acknowledges that Supplier and P4S have agreed upon Supplier's credit support obligations pursuant to the terms of the Master Agreement.

DEFAULT & REMEDIES

30. A Party shall be in "Default" upon:

30.1 Except as set forth in paragraphs 30.2, 30.4 and 30.5, such Party failing to perform any material term or condition of this Agreement, provided that such failure is not cured within thirty (30) days of written notice by the other Party or the minimum period required by law, if longer.

30.2 Failure of Customer to pay undisputed amounts when due for Electricity Services provided that such failure is not cured within ten (10) business days of written notice by Supplier or the minimum period required by law, if longer. The remedy for such nonpayment will require Customer to pay all undisputed

amounts due and Supplier may require Customer to provide Supplier with an escrow account, deposit, letter of credit, pre-payment or other guarantee of future payment.

30.3 Customer's failure to deliver credit support as set forth in paragraph 27.

30.4 Except to the extent excused by a Force Majeure Event or due to a Regulatory Event, failure of Supplier to provide Electricity Services or replacement Electricity Supply to the Customer in accordance with the rules of the applicable public utility regulatory commission, as such failure is determined by that agency.

30.5 Either Party or its guarantors voluntarily or involuntarily filing for bankruptcy, becoming bankrupt or being forced into bankruptcy.

30.6 Such Party's guarantor fails to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) business days after written notice.

30.7 Such Party's guarantor repudiates, disaffirms, disclaims, or rejects, in whole or in part, or challenges the validity of any guaranty.

31. In the event of default by one Party, the other Party may in its sole discretion terminate this Agreement upon written notice to the defaulting Party as soon as such termination is permitted consistent with state and Electric Utility rules, orders, and tariffs.

32. In the event of Default by the Customer and termination of this Agreement by Supplier as to any service address, Customer shall pay Supplier any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the contract value for the Term of Customer's Electricity Services at the time of execution of the applicable Pricing Attachment, less the market value of said Electricity Services including such difference for the months remaining in the Term as determined at the time of the default using standard industry practices.

33. In the event that Supplier fails to deliver Electricity Services as set forth herein and Supplier's failure is not due to a Force Majeure Event or a Regulatory Event, Supplier shall at its own expense procure replacement Electricity Services, including replacement energy, to meet the needs of Customer without any increase in any rates, charges, or fees to the Customer. IN THE EVENT OF SUPPLIER'S FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT AND DUE TO A NON-REGULATORY EVENT, SUPPLIER'S OBLIGATION TO SUPPLY REPLACEMENT ELECTRICITY SERVICES AT THE RATES SET FORTH IN THE PRICING ATTACHMENT DURING THE PERIODS OF NON-DELIVERY THAT MAY OCCUR DURING THE REMAINING TERM OF THIS AGREEMENT BY SUPPLIER SHALL BE THE CUSTOMER'S SOLE REMEDY FOR SUPPLIER FAILURE TO DELIVER ELECTRICITY SERVICES PURSUANT TO THE TERMS OF THIS AGREEMENT. In the event of a default by the Supplier that requires Customer to purchase replacement electricity from another supplier or the Electric Utility, Customer's sole and exclusive remedy shall be direct damages in the amount of the positive difference, if any, between the purchase price ($/kWh) paid by Customer for replacement electricity (assuming that Customer has used commercially reasonable efforts to replace the electricity, which may include returning to the EDU's standard generation service offer) and the price ($/kWh) as set forth on the Pricing Attachment multiplied by the amount of Customer's electricity usage (kWh) for the months of the prior year that correspond to the months remaining in the Term for that service address, or if such prior usage information is unavailable, a mutually agreeable estimate of Customer's expected usage for the remainder of the Term.

DISPUTE RESOLUTION

34. If a dispute between Customer and Supplier arises during the course of this Agreement, the Parties will attempt to resolve the dispute in good faith within thirty (30) days.

FORCE MAJEURE EVENT

35. Neither Party shall be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. Despite its commercially reasonable efforts, if the Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such Force Majeure period. The Party claiming excuse due to a Force Majeure event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure Event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure Event. Nothing contained in this section shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

36. For purposes of this Agreement, a Force Majeure Event shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities not owned by Supplier, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above and not caused by a Party's action or inaction, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation, government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying energy under this Agreement shall constitute a Force Majeure Event provided that Supplier has arranged for service on these systems at a level of firmness as required to provide the Electricity Services agreed upon herein.

37. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

EFFECT OF REGULATORY ACTION

38. If any regional transmission organization or similar entity, Electric Utility, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to the Electricity Services under this Agreement (any of the foregoing, a "Pass-Through Event"), Customer agrees that Supplier may pass through to Customer the additional cost to Supplier of such Pass-Through Event, under the procedure specified in Paragraph 39 below. For purposes of this Paragraph 38, changes include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs. Supplier represents and warrants that, as of the Effective Date of this Agreement, it has no knowledge of a Pass-Through Event that is scheduled to occur during the term of the Pricing Attachment.

39. Supplier shall provide Customer with at least thirty (30) days written notice that a Pass-Through Event has occurred or will occur and the amount of any additional charge related thereto. Customer will be responsible for such charges from the effective date of the Pass-Through Event, and the amount of such charge will be included in Customer's monthly billing beginning with the first meter read after such thirty (30) day notice period.

40. Supplier shall have the right to terminate this Agreement prior to the expiration of the Term if:

40.1 One of the following events occurs:

40.1.1 If Customer is located in the FirstEnergy Ohio EDU Territory, the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") for the FirstEnergy Corp. EDU that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of June 1, 2011; or

40.1.2 The Public Utilities Commission of Ohio ("PUCO") approves or implements a phase-in for generation charges of the Electric Utility which affects the PTC or otherwise does not allow the Electric Utility to reflect the full cost to procure generation in the PTC and Supplier, in its discretion, either (i) elects not to finance the impact of that effect or (ii) determines that commercially reasonable rates and terms are not available for such financing.

40.2 A Regulatory Event occurs.

40.2.1 For purposes of this Agreement, a "Regulatory Event" shall include any of the following:

(a) Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for Supplier to perform any obligation under this Agreement.

(b) Adverse Government Action. If (i) any regulatory agency or court having competent jurisdiction over this Agreement requires a change to the terms of the Agreement that materially adversely affects Supplier; or (ii) any regulatory or court action adversely and materially impacts Supplier's ability to economically perform or otherwise provide Electricity Services pursuant to this Agreement.

(c) New Taxes. If any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, or transaction taxes or any other governmental charges, licenses, fees or assessments (other than such charges based on net income or net worth), or increases in such charges, or an application of such charges to a new or different class of parties, is levied or enacted on Supplier and effective after the Effective Date of this Agreement.

(d) Other Regulatory Events. Material changes affecting Supplier' electric supplier certification/franchise status or requirements; other material changes or clarifications or federal, state or local government certification, licensing or franchise requirements for electric power suppliers; material changes to existing or material new charges, fees, and/or obligations, including without limitation transmission or capacity requirements or charges, that may be imposed upon Supplier by a regional transmission organization, independent transmission system operator, independent transmission provider, or government agency; material changes to existing or material new charges, fees, costs, credits, emission allowance requirements, permitting requirements and/or obligations associated with environmental or energy law and regulations (including, without limitation, alternative energy requirements, carbon and greenhouse gas, or other similar controls); and other material changes to or requirements of retail electric customer access or aggregation programs in a manner which will not reasonably allow Supplier to perform economically hereunder, and such actions or effects were not known at the time and in effect as of the Effective Date of this Agreement.

40.3 If a termination event occurs under Paragraph 40.1 or 40.2, and Supplier exercises its option to terminate, Supplier shall provide Customer with written notice of its intent (with a copy to P4S) and agrees to negotiate in good faith with Customer, and, if applicable, P4S, in an effort to resolve the issues giving rise to termination. If said issues cannot be resolved within 90 days of issuing written notice, Supplier shall

have the option, but not the obligation, to terminate this Agreement without liability; provided, however, in the event of a termination due to an event under Paragraph 40.2, this Agreement shall terminate only to the extent the event relates to the applicable EDU service territory.

40.4 In the event of an occurrence that gives rise to a right of termination hereunder, Supplier shall exercise commercially reasonable efforts to communicate to the Customer the upcoming possibility of termination.

CONFIDENTIALITY

41. Except as provided for herein, neither Party shall disclose the terms or conditions of this Agreement or any other confidential business information of the other party to any third party (other than the Party's employees, affiliates, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding. Supplier understands and acknowledges that Customer is subject to the Ohio public records law.

ASSIGNMENT

42. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder): (i) transfer or assign this Agreement to an affiliate of such Party, or (ii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets. In each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and shall provide written notice of the assignment to the other Party prior to or simultaneous with such assignment.

ENTIRE AGREEMENT & AMENDMENTS

43. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, communications, and representations regarding the subject matter hereof. No agent, representative, employee, or officer of either Party has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. Any changes, corrections, modifications or additions to this Agreement shall be in writing and signed by both Parties.

MISCELLANEOUS

44. Supplier may subcontract the performance of its obligations under this Agreement. However, no subcontractor shall relieve Supplier of any of its obligations and/or liabilities under this Agreement. Supplier shall be responsible for all payments and obligations as between Supplier and subcontractors, and Customer shall not be responsible for payments to such subcontractors.

45. Should any term of this Agreement be rendered unlawful by a court of competent jurisdiction or any legislative act, the Parties shall give effect to the balance of the Agreement to the extent commercially possible.

46. Each Party shall comply with all applicable federal, state, and local laws applicable to the fulfillment of its obligations under this Agreement and Supplier shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligations under this Agreement.

47. In addition to the energy charges identified in the Pricing Attachment, Customer agrees to compensate Supplier for all Independent System Operator ("ISO")/ Regional Transmission Organization ("RTO") issued charges Supplier incurs as a result of Customer's participation in any ISO/RTO sponsored load curtailment program.

48. Customer agrees to opt-out of any applicable governmental aggregation program, and authorizes, but does not obligate, Supplier to exercise Customer's opt-out right.

49. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of Ohio, without regard to principles of conflicts of law.

50. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

SUPPLIER REPRESENTATIONS AND WARRANTIES

51. Supplier is a corporation duly organized and validly existing under the laws of the State of Ohio and duly registered and authorized to do business and in good standing in the states in which it is certified/licensed to provide Electricity Supply in accordance with the applicable rules and regulations of that state.

52. Supplier has all requisite power and authority to execute this Agreement and to carry on business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder and satisfaction of all applicable PUCO requirements, which shall be maintained throughout the life of this Agreement.

53. Supplier warrants title and the right to all Electricity Supply sold hereunder. Title to Electricity Supply provided to Customer by Supplier under this Agreement shall pass at the Delivery Point.

SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERUPTED DELIVERY OF ELECTRICITY SERVICE TO CUSTOMER. THIS AGREEMENT SHALL BE DEEMED A SERVICES CONTRACT. THE WARRANTIES SET FORTH IN HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

CUSTOMER REPRESENTATIONS AND WARRANTIES

54. Customer is a duly organized business, governmental entity, or non profit organization under the laws of one of the States of the United States of America and authorized to do business and in good standing in the State in which the Electricity Services are delivered.

55. Customer is a public school and/or public school district (including without limitation, joint vocational schools, county boards of developmentally disabled and educational service centers owned, operated or affiliated with the public school district), excluding colleges and universities, that is a member of any of the entities comprising P4S.

56. Customer is, and will continue to be, a member of at least one of the four entities comprising P4S for the term of the Agreement.

57. Customer is a customer of an EDU within the State of Ohio.

58. Customer has all requisite power and authority to execute this Agreement and to carry on business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder.

59. There are no actions at law, suits in equity, proceedings or claims pending or, to Customer's knowledge, threatened against it that might materially hinder Customer's performance of its obligations hereunder.

LIABILITY AND INDEMNIFICATION

60. Supplier agrees to indemnify, defend and hold harmless Customer from and against all Claims arising from or out of any event, circumstance, act, or incident first occurring or existing prior to the Electricity Services reaching the Delivery Point, except to the extent of the negligence or willful misconduct of the Customer. If and only to the extent permitted by law, Customer agrees to indemnify, defend and hold harmless Supplier from and against all Claims arising from or out of any event, circumstance, act, or incident first occurring or existing after the Electricity Services has been delivered to the Delivery Point, except to the extent of the negligence or willful misconduct of the Supplier. For purposes of this paragraph, "Claims" means all third party claims or actions, losses or liabilities threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of this Agreement, and the resulting losses, damages, expenses, attorneys' fees and litigation costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

61. IN NO EVENT WILL ANY PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A PARTICIPATING MEMBER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

62. Supplier assumes no responsibility and has no liability for the operation, maintenance, or performance, or lack thereof, of any transmission or distribution systems used to Supply Customer, or interruptions in or deterioration or termination of Customer's electric service, both before and after the Delivery Point. Customer should contact its Electric Utility in the event of an emergency or outage.

NOTICES

63. All notices required hereunder, with the exception of any notice required on the Pricing Attachment, shall be in writing and shall be delivered electronically via facsimile, website, or email, or personally, by certified mail, return receipt requested, or by overnight carrier as listed on the attached Contact Information Form, which is attached hereto and incorporated herein. Emergency contact information shall also be included on such Form.

INFORMATION DISCLOSURE

64. Customer agrees and hereby expressly consents to the disclosure of its proprietary customer information from the Electric Utility to Supplier and P4S, such information to include, without limitation, Customer account number, electrical load and usage history, meter reading data, rate classification, address, and telephone number. This Customer consent to release of information shall remain in effect for the duration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done commencing on the Effective Date as set forth above.

FIRSTENERGY SOLUTIONS CORP.	**Nordonia Hills City Schools Board of Education**
By: _____	By: _____
_____ (Please Print Name)	_____ (Please Print Name)
Title: _____	Title: _____
Date: _____	Date: _____

FirstEnergy
Solutions

OHIO-OE
12.10
05-13-01-1

Pricing Attachment

This Pricing Attachment is entered into on this 23rd day of May 2011 by and between **FirstEnergy Solutions Corp.**, an Ohio corporation with its principal office location in Akron, Ohio ("Supplier"), and Nordonia Hills City Schools, an Ohio public school system with its principal office located in Northfield ("Customer") and are hereby incorporated into the Customer Supply Agreement ("Agreement") dated 23 day of May, 2011. ("Effective Date").

Customer Name: Nordonia Hills City Schools	Billing Address: 9370 Olde Eight Road
City: Northfield State: OH Zip Code: 44067	
Customer hereby acknowledges that it will be receiving Consolidated Billing from the Electric Utility.	

1.0 All applicable taxes shall be listed separately on the monthly invoice if required by State and Local tax law Taxes may be altered periodically in accordance with State and Local requirements.

2.0 Price: For the billing months listed on this Pricing Attachment, all kilowatt-hours ("kWh") of electric energy metered by the Electric Utility at the Service Address listed hereto shall be billed at the rate per kWh specified on Exhibit A (Summary of Pricing) hereto as determined by the Ohio Schools Council, the Ohio School Board Association, the Ohio Association of School Business Officials and the Buckeye Association of School Administrators (collectively, the "P4S"). Customer hereby specifically authorizes P4S to determine the pricing option on Exhibit A that is applicable to Customer, and Customer agrees to pay and be bound by the Pricing Option determined by P4S for the Term of this Pricing Attachment.

3.0 Enrollment Chart is contained in Attachment A, attached hereto and made a part hereof.

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

IN WITNESS WHEREOF, both Parties hereto have caused this Pricing Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

FirstEnergy Solutions Corp. (Both FES Signatures Required)	**Nordonia Hills City Schools**
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

FES Contracts: _____ Date: _____

OH License No. 00-011(2)

Attachment A

Enrollment Chart: Nordonia Hills City Schools

Service Address	Electric Utility Account Number	Meter Number	Electric Utility	Electric Utility Rate Code	Interval Meter (Yes/No)	*FCM mm/yy	End Month mm/yy	Sample Meter Read Date	Pricing cents/kWh
	08037543780000477073		OE		No	07/2011	05/2014		5.28 cents/kwh
	08037543780000454771		OE		No	07/2011	05/2014		5.28 cents/kwh
	08037517900001520215		OE		No	07/2011	05/2014		5.28 cents/kwh
	08037517900001535805		OE		No	07/2011	05/2014		5.28 cents/kwh
	08037517900000475940		OE		No	07/2011	05/2014		5.28 cents/kwh
	08037517900001421355		OE		No	07/2011	05/2014		5.28 cents/kwh
	08037543780000496168		OE		No	07/2011	05/2014		5.28 cents/kwh
	08037517900000496307		OE		No	07/2011	05/2014		5.28 cents/kwh
	08037517900000456783		OE		No	07/2011	05/2014		5.28 cents/kwh
	08005342190000477192		OE		No	07/2011	05/2014		5.28 cents/kwh
	08005342190000477160		OE		No	07/2011	05/2014		5.28 cents/kwh
	08028803975000078321		OE		No	07/2011	05/2014		5.28 cents/kwh
	08006512405000016845		OE		No	07/2011	05/2014		5.28 cents/kwh

* First Commence Month ("FCM")

Exhibit #S7

2011-2012

Nordonia Hills City Schools

Contract for Comprehensive Technology & Information Systems Services

Smart Solutions Inc.
5/9/2011

J. Wayne Blankenship, Superintendent
Nordonia Hills City Schools
9370 Olde Eight Road
Northfield, OH 44067

5/9/2011

Dear Mr. Blakenship,

Smart Solutions, Inc. is pleased to present the attached contract to partner with NORDONIA HILLS CITY SCHOOLS to deliver information technology services. We are confident that Smart Solutions' "partnership" philosophy is an excellent fit for Nordonia Hills City Schools. In contrast to other providers who are primarily equipment providers and installers, Smart Solutions takes a holistic approach; we believe it is critical to understand the needs as well as the climate of schools, and to design short-term and long-term solutions to address them.

Smart Solutions is a 27-year-old company with in-depth technical skills and extensive experience supporting technology in schools. We have been the service provider for over $25M in E-rate funding since the program's inception. In 2006, VAR magazine named Smart Solutions one of '**500 Largest Solutions Providers in North America**'. Smart Solutions also made the VAR magazine list of '**50 Fastest Growing Solutions Providers in North America**' in 2004. Additionally, the president of Smart Solutions received the prestigious **Ernst & Young Entrepreneur of the Year** award in 2005 as well as **the George B. Davis Award for Service to the University** by Cleveland State University in 2008.

It's been a pleasure working with the district the following 3 years and we look forward to taking over all desktop support duties.

Thank you for this opportunity. We look forward to partnering with NORDONIA HILLS CITY SCHOOLS on this and future educational technology endeavors.

Yours in Education,

Douglas R. Jones
Director, K12 Division
Smart Solutions Inc.

Section 4. Scope and Pricing

Annual Total: $260,000.00
Legacy Client Discount: $20,000
Total After Discount: $240,000
Monthly Total: $20,000.00

A. **Services.** For the services listed, NORDONIA HILLS CITY SCHOOLS shall pay SSI a monthly fee of $14,110.00. These fees will be billed in advance at the beginning of each month (the "Monthly Invoice").

B. **Software.** NORDONIA HILLS CITY SCHOOLS shall acquire and pay for all software licenses. NORDONIA HILLS CITY SCHOOLS may request assistance from SSI, whereupon SSI shall identify potential vendors and pricing quotes for prospective software.

C. **Travel expenses.** SSI travel costs to locations outside of NORDONIA HILLS CITY SCHOOLS, if requested by NORDONIA HILLS CITY SCHOOLS, shall be reimbursed by NORDONIA HILLS CITY SCHOOLS. These costs shall be reasonable and necessary, and approved in advance by NORDONIA HILLS CITY SCHOOLS.

D. **Projects.** NORDONIA HILLS CITY SCHOOLS may, from time to time, request SSI to do an IT project. Potential projects could include, but are not limited to: installing new software applications, releasing new hardware which does not replace existing hardware, and readying the IT infrastructure in a new school building. All Projects, including installation of new hardware are outside of the scope of this agreement and will be separately billable. Projects shall be conducted according to the process outlined in Appendix A, and shall, upon mutual agreement, incur additional fees beyond those outlined in this Section 6.

E. **Payment terms.** Invoices shall be due Net 30 days, once NORDONIA HILLS CITY SCHOOLS has been approved for net terms. Approval shall be subject to credit approval guidelines established by SSI's finance company. An application for net terms may be completed by emailing Doug Baldwin at dbaldwin@smartsolutionsonline.com. Late payments shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by applicable law, whichever is lower. Until NORDONIA HILLS CITY SCHOOLS has been approved for credit, terms shall be prepay.

NORDONIA HILLS City Schools

Name _____

Title _____

Date _____

Signature _____

Smart Solutions

Name _____

Title _____

Date _____

Signature _____

To: Mr. J. Wayne Blankenship, Superintendent
Nordonia Hills City Schools

From: Mr. Michael A. Douglas, Executive Director
Diversity Initiatives, Inc.

Date: May 12, 2011

Re: Consulting Services Contract

Contract

#2011-12-02

Scope: *Mr. Douglas will serve as the Diversity Consultant for the Nordonia Hills City School District acting in the capacity of a consultant pursuant to ORC 3317.171 and as an independent contractor. In that role, Mr. Douglas will provide diversity awareness and sensitivity training for the administrative, certified, and classified employees of the Nordonia Hills City School District. As the Diversity Consultant and acting as an independent contractor, Mr. Douglas will work collaboratively with the Superintendent of Schools to provide the necessary guidance and support to staff and students to meet the needs of the diverse student population of the Nordonia Hills City School District. Mr. Douglas will report directly to Mr. J. Wayne Blankenship, Superintendent of Schools for the Nordonia Hills City School District. Mr. Douglas will have access to all records regarding Title VI and Title IX which will be maintained by Mr. Blankenship or his designee.*

Performance Terms: *Mr. Douglas will be available for 37 days during the contract period. The effective date of the contract will be June 1, 2011 through May 2012. Unlimited phone consultation for the Administrative team will be in effect for the same contract period.*

DIVERSITY INITIATIVES

13200 Woodcrest lane • Chesterland, OH 44026 • (440) 729-9174 • div5lex@aol.com

Training and Development:

Administrative Team Diversity Training	Phase I	6.0 days
Certified Training	Phase I	6.0 days
Classified Training	Phase I	6.0 days
Project M.O.S.A.I.C Student Development	Phase I	8.0 days
Superintendent Consult	Phase I	10.0 days

Program Goals: *Plan and facilitate a series of discussions at the Administrative level with the goal of continuing the PASSPORT Training Initiative™* that was started at the Leadership Conference August 2010. The program will encompass:*

- *Developing meaningful building/district respect initiatives that will positively impact the school community*
- *An audit of current diversity programming*
- *The Project M.O.S.A.I.C. (K-12) Student Initiative*
- *Recommendations to the Superintendent for the 2011-2012 school year and beyond*

Consideration: 36 Consulting days for 2011 – 2012 $31,900.00

All modifications to this agreement must be mutually accepted and in writing.

Date: _____

Signed: _____
Michael A. Douglas, President

Diversity Initiatives, Inc.
13200 Woodcrest Lane
Chesterland, Ohio 44026

Date: _____

Signed: _____
Nordonia Hills City Schools Authorized Representative

Nordonia Hills City Schools
9370 Olde Eight Rd.
Northfield, Ohio 44067

Title: _____

*The PASSPORT Training Initiative™ is the intellectual property of Diversity Initiatives, Inc. All rights reserved.

ACADEMIC STUDENT CONSUMABLE FEES

Exhibit #S9

2011-2012

KINDERGARTEN	
Art Supplies	$ 2.00
EM Math - Home Links	$ 4.33
Handwriting - Student Book	$ 12.10
HM Reading Practice Books (vol. 1&2)	$ 12.80
Personal Dictionary - ABC Book	$ 11.10
Draw and Write Journals (2)	$ 4.46
Scholastic - Let's Find Out	$ 5.50
Take Home Folder	$ 1.00
	$ 53.29

GRADE 1	
Art Supplies	$ 2.00
EM Math - Home Links	$ 6.14
EM Math - Journal 1 & 2	$ 19.47
Handwriting - Student Book	$ 12.10
HM Reading Practice Books (vol. 1&2)	$ 25.50
Journaling Note Books (2)	$ 4.38
Words I use when I write	$ 1.50
Planner	$ 3.15
Take Home Folder	$ 1.00
Time For Kids - Big Picture	$ 4.20
	$ 79.44

GRADE 2	
Art Supplies	$ 2.00
EM Math - Home Links	$ 6.14
EM Math - Journal 1 & 2	$ 19.47
Handwriting - Student Book	$ 12.10
HM Reading Practice Books (vol. 1&2)	$ 18.55
Journaling Note Book	$ 0.95
Planner	$ 3.15
Quick-Word Dictionary	$ 1.75
Take Home Folder	$ 1.00
Time For Kids - News Scoop	$ 4.20
	$ 69.31

GRADE 3	
Art Supplies	$ 2.00
EM Math - Home Links	$ 6.14
EM Math - Journal 1 & 2	$ 19.47
Handwriting - Student Book	$ 12.10
HM Reading Practice Books (vol. 1&2)	$ 18.55
Kingsley Kolors Recorders & Strap	$ 5.50
Planner	$ 3.15
Take Home Folder	$ 1.00
Time For Kids - News Scoop	$ 4.20
	$ 72.11

GRADE 4	
Art Supplies	$ 2.00
EM Math - Journal 1 & 2	$ 19.47
EM Math - Study Links	$ 7.40
HM Reading Practice Books (vol. 1&2)	$ 12.90
Ohio Studies Weekly	$ 5.49
Planner	$ 3.15
Take Home Folder	$ 1.00
	$ 51.41

GRADE 5	
Agendas	$ 4.30
Communication Folders	$ 1.30
EM Math - Journal 1 & 2	$ 19.47
EM Math - Study Links	$ 6.14
HM Reading Practice Book	$ 7.20
Social Studies - Workbook	$ 9.96
Time for Kids - Around the World	$ 4.98
	$ 53.35

GRADE 6	
Agendas	$ 4.30
Communication Folders	$ 1.30
HM Reading Practice Book	$ 7.20
Time for Kids - Around the World	$ 4.98
	$ 17.78

GRADE 7	
Agenda	$ 6.00
Word Wisdom	$ 12.35
	$ 18.35

GRADE 8	
Agenda	$ 6.00
Word Wisdom	$ 12.35
	$ 18.35

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	1,568,940.28	33,744,368.42	3,408,339.30	33,920,863.88	8,447,745.67	1,710,846.66	6,736,899.01
TOTAL FOR Fund 002 - BOND RETIREMENT:							
1,200,690.85	154,944.77	3,110,963.95	25,051.83	2,770,034.03	1,541,620.77	0.00	1,541,620.77
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:							
947,721.84	42,094.99	692,103.49	5,294.34	481,580.09	1,158,245.24	24,990.00	1,133,255.24
TOTAL FOR Fund 004 - BUILDING:							
2,902,357.67	80.88	47,142.97-	0.00	2,603,181.56	252,033.14	163,754.94	88,278.20
TOTAL FOR Fund 006 - FOOD SERVICE:							
69,317.08	96,047.75	1,103,656.86	136,929.10	1,347,546.15	174,572.21-	110,036.49	284,608.70-
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	13,143.44	157,596.16	14,526.16	128,085.70	167,201.65	71,177.94	96,023.71
TOTAL FOR Fund 019 - OTHER GRANT:							
31,859.11	364.76	5,256.66	3,201.07	16,623.12	20,492.65	4,537.84	15,954.81
TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:							
124.70	2,059.34	9,482.31	648.26	7,229.18	2,377.83	3,171.43	793.60-
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	39,639.54	174,984.79	21,962.51	110,322.00	163,087.19	84,161.34	78,925.85
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:							
118,325.47	26,711.31	351,136.01	29,043.15	314,441.41	155,020.07	50,399.59	104,620.48
TOTAL FOR Fund 401 - AUXILIARY SERVICES:							
56,899.94	0.00	595,723.92	23,097.03	356,540.89	296,082.97	194,883.89	101,199.08
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	0.00	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN							
164,806.32	0.00	16,248.00	42,791.06	283,174.63	102,120.31-	100,438.86	202,559.17-
TOTAL FOR Fund 504 - EDUCATION JOBS FUND:							
0.00	0.00	37,708.00	40,990.73	136,543.40	98,835.40-	0.00	98,835.40-
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	0.00	832,119.15	101,254.45	1,028,502.84	47,464.76-	42,786.25	90,251.01-
TOTAL FOR Fund 532 - FISCAL STABILIZATION FUND:							
0.00	27,296.45	274,274.30	24,136.20	236,345.29	37,929.01	0.00	37,929.01
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	0.00	4,090.40	0.00	32,520.73	24,339.93-	0.00	24,339.93-
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE							
69,690.12	0.00	180,094.59	78,225.60	284,186.55	34,401.84-	20,881.26	55,283.10-
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	68,069.73	59,730.57-
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:							
18,048.36	0.00	17,898.36	0.00	31,384.89	4,561.83	8,650.00	4,088.17-
GRAND TOTALS:							
14,739,210.33	1,971,323.61	41,312,916.11	3,955,490.79	44,170,838.93	11,881,287.51	2,659,386.22	9,221,901.29

NORDONIA HILLS CITY SCHOOLS
Comparative Financial Statements for Ten Months
Month Ended April 30, 2011

83.33%

	YEAR TO DATE 4/30/2010	YEAR TO DATE 4/30/2011	INCREASE/ DECREASE	% CHANGE	TOTAL YEAR SOURCES	% of TOTAL SOURCES
REVENUES						
General Property	$ 22,555,101	22,425,529	$ (129,572)	-0.6%	$ 22,506,672	99.6%
Tangible Personal Property	1,963,115	1,430,675	(532,440)	-27.1%	1,444,197	99.1%
State Grants In Aid	4,383,953	4,203,670	(180,283)	-4.1%	4,982,333	84.4%
Public Utility/Tan Replace	640,460	640,460	-	0.0%	640,460	100.0%
Property Tax Allocation/Rollback	4,222,362	4,294,261	71,899	1.7%	6,249,881	68.7%
Other Operating Income	839,059	676,931	(162,128)	-19.3%	994,263	68.1%
TOTAL REVENUES	34,604,050	33,671,526	(932,524)	-2.7%	36,817,806	91.5%
EXPENDITURES						
Salaries and Wages	20,298,120	20,161,337	(136,783)	-0.7%	23,654,000	85.2%
Fringe Benefits	8,095,420	8,309,176	213,756	2.6%	9,142,017	90.9%
Purchased Services	4,147,622	3,728,770	(418,852)	-10.1%	4,707,671	79.2%
Supplies and Materials	1,138,030	1,129,147	(8,883)	-0.8%	1,316,287	85.8%
Capital outlays	609,828	318,265	(291,563)	-47.8%	605,529	52.6%
Other Objects	661,776	626,341	(35,435)	-5.4%	724,012	86.5%
TOTAL EXPENDITURES	34,950,796	34,273,036	(677,760)	-1.9%	40,149,516	85.4%
OPERATING EXCESS REV OVER EXP	$ (346,746)	$ (601,510)	(254,764)		$ (3,331,710)	
OTHER FINANCIAL SOURCES	4,806,300	384,825	(4,421,475)		450,000	
OTHER FINANCIAL USES	5,350,596	20,719	(5,329,877)		450,000	
NET OTHER SOURCES AND USES	$ (544,296)	$ 364,106	908,402		$ -	
EXCESS REVENUE OVER EXPENSE	$ (891,042)	$ (237,404)	$ 653,638		$ (3,331,710)	
BEGINNING CASH	$ 11,966,622	$ 8,624,241			$ 8,624,241	
ENDING CASH	$ 11,075,580	$ 8,386,837			$ 5,292,531	
Outstanding Encumbrances	$ 1,838,828	$ 1,710,847				

SOURCES

The information contained above was taken from the SM2M report.

NOTES

Total year sources reflects the March 31, 2011 five year forecast update.
Thru April, 22 out of 26 payrolls have been paid for 85 % of the budget.

Exhibit T1B