



**Nordonia Hills City School District
Nordonia Board of Education Meetings
March Regular Board Meeting
March 22, 2021, 7:00 pm - 9:00 pm
Northfield Elementary School
9371 Olde Eight Road
Northfield, Ohio 44067**

MINUTES and DOCUMENTS

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MINUTES

**Nordonia Hills City School District
Nordonia Board of Education Meetings
March Regular Board Meeting
Monday, March 22, 2021, 7:00 pm - 9:00 pm
Northfield Elementary School
9371 Olde Eight Road
Northfield, Ohio 44067**

A. PRESIDENT'S REPORT

1. Roll Call
2. Pledge of Allegiance
3. Approval of Agenda
Resolution#
4. Communications:
Nordonia High School State Qualifiers: Wrestling, Bowling, and Gymnastics
5. Open Forum
6. Committee Reports:
Finance Committee
OSBA Legislative Liaison
Curriculum & Instruction Liaison
Facilities Liaison
Cuyahoga Valley Career Center
Nordonia Hills Foundation Liaison
Tax Incentive Review Board
Technology and Information Systems
Special Education Liaison
NDEIC
7. Approve Resolution to Endorse the Fair School Funding Plan
Resolution#

B. SUPERINTENDENT'S RECOMMENDATIONS

1. Approve Consent Items:
Approve Donations
Donation of wooden bowl trivet from the Janiver Family to Nordonia High School with an estimated value of \$65.00. The bowl will be on display in the conference room.

Donation of Cannon Pro Series Photo Printer from Brian Bowens to Nordonia High School with an estimated value of \$400.

Donation of fiction books from Julia Henderson to the Nordonia High School library with an

estimated value of \$250.

Approve Overnight Field Trips

—Nordonia High School bowling team to OHSSA State Bowling Tournament in Columbus, Ohio from March 5-March 6, 2021. Transportation via school van. Approximate cost per student is \$150 paid for by Nordonia Athletic Department.

—Nordonia High School wrestlers to OHSSA State Wrestling Tournament in Hilliard, Ohio from March 12-March 14, 2021. Transportation via school van. Approximate total cost is \$2,000 paid for by Nordonia Athletic Department.

Resolution Declaring Transportation Impractical for Certain Identified Students

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

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

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

1. The time and distance required to provide the transportation
2. The number of pupils to be transported
3. The cost of providing transportation in terms of equipment, maintenance, personnel, and administration
4. Whether similar or equivalent service is provided to other pupils eligible for transportation
5. Whether and to what extent the additional service unavoidably disrupts current transportation schedules
6. Whether other reimbursable types of transportation are available; and

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

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

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

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

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

<u>Student Name</u>	<u>School Selected</u>	<u>Parent/Guardian Name</u>
Amelia Plaspohl	Archbishop Hoban	Paul Plaspohl

Resolution#

2. Approve Renaming of the Nordonia High School Baseball Field to "The Bernie Hovan Memorial Baseball Field"

Resolution#

3. Approve NHEA Memorandum of Understanding (OTES)
Evaluation Procedures for Teachers (OTES)

Resolution#

4. Approve NHEA Memorandum of Understanding (Continuous Dues)

Resolution#

5. Approve Resolution for Grade Three Assessment

Resolution that the grade three assessments in English Language Arts, and Mathematics shall be administered in a paper format for the 2021-2022 school year.

Resolution#

6. Approve Donation Agreement with Raising Cane's Chicken Fingers/RCO Limited for \$50,000 (in 10 annual installments of \$5,000)

Resolution#

7. Approve Agreement with SoL Harris/Day Architecture, Inc. for Facility Planning

Resolution#

8. Approve Contracts with Summit Education Service Center:

Renew Preschool Lease agreement for students age 3-5 with disabilities for one year effective July 1, 2021 to June 30, 2022.

Renew Preschool contract to provide a comprehensive, collaborative preschool program to the District's eligible preschool children with disabilities, effective July 1, 2021 to June 30, 2022.

Resolution#

9. Approve Contract with Educational Service Center of Medina County effective July 1, 2021 - June 30, 2022

Resolution#

10. Approve Service Agreement with Northeast Ohio Network for Educational Technology

Resolution#

11. Approve Memorandum of Understanding with Metropolitan Regional Service Council on behalf of NEOnet

Resolution#

12. Approve Personnel Items:

Resolution#

a. Certified:

i. Retirement/Resignation

Kevin Niese, HS Instrumental Music, resignation effective end of 2020-21 school year.

ii. New Appointment/Assignment:

Diara Washington, MS Science, Salary based on BA Step 0 on the Teachers Salary Schedule will be \$43,216, effective for the 2021-22 school year

iii. Long-Term Substitute

Eric Vasquez (subbing for Mary Schrembeck, MS Music) effective 4/28/2021 - end of 2020-21 school year.

iv. Home Instruction

None

v. Curriculum

(All are paid at the curriculum rate of \$29.36/hr., unless otherwise noted.)

—Project Lead the Way Flight and Space training, July 19 - July 23, 2021, up to 40 hours:

Andrew Matlack

—Biotechnology training, July 26 - July 30, 2021, up to 25 hours:

Aaron Coleman

—End of course exams for Option 2 students, up to 12 hours each:

Julie Robey
Heather Eckenrode
Staci Ross
Shannon Blair
Mary Bednar
Rachel Pearce
Laura Zinke
Erin Tong
Nate Loman

vi. Supplementals (based on BA/0-\$41,957)

HS Athletics:

HS Spring Weightlifting, Dominic Ramicone, 4.0%, \$1,678.28

HS JV Asst. Softball, Nataly Hikins*, 9.00%, \$3,776.13

*Name Correction

b. Classified:

i. Resignation/Retirement

Michelle Battaglia, NF Paraprofessional, resignation effective 3/5/2021

Amie Miller, LE Custodian, resignation effective 3/12/2021

ii. New Assignment

None

iii. Change of Assignment

None

iv. Substitute

Dina Politi, Student Supervisor, Paraprofessional, Special Needs, Clerical, Food Service
Christiane Siewert, Clerical
Jill Stuthers, Food Service

C. TREASURER'S RECOMMENDATIONS

1. Approve Consent Items:

Special Board Meeting Minutes - February 15, 2021
Special Board Meeting Minutes - February 22, 2021
Regular Board Meeting Minutes - February 22, 2021
Financial Statements - February, 2020
Educational Focus on District Profile

Resolution#

D. ADJOURNMENT

The next Regular meeting of the Board will be held on Monday, April 26, 2021, at 7 PM at Northfield Elementary School, 9374 Olde Eight Road, Northfield, Ohio 44067

Resolution#

The Board of Education of the [_____] School District met in [regular/special] session on [_____], 2021 with the following members present:

The Treasurer or Treasurer Pro Tempore, as the case may be, advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following Resolution:

RESOLUTION NO. _____

A RESOLUTION TO ENDORSE THE FAIR SCHOOL FUNDING PLAN, AS CONTAINED IN HOUSE BILL 1, AND TO ENCOURAGE THE 134TH GENERAL ASSEMBLY TO EXPEDITE THE PASSAGE OF THE BILL.

WHEREAS, the Ohio Supreme Court ruled in *DeRolph v. State of Ohio* (1997) that Ohio’s method for funding schools through the state’s school foundation program was unconstitutional under Article VI, Section 2 of the Ohio Constitution; and

WHEREAS, in *DeRolph*, the Ohio Supreme Court declared that Ohio’s school funding system was over-reliant on local property taxes, and as such, was inherently discriminatory to children based on where they reside for disparities exist between communities of affluence and impoverishment; and

WHEREAS, since the *DeRolph* decision, the Ohio General Assembly has failed to create a funding system that meets Ohio’s constitutional standard of securing “... a thorough and efficient system of common schools throughout the state”; and

WHEREAS, Ohio’s solution to satisfy the Ohio Supreme Court’s order has been to pass a series of biennial budgets containing politically expedient remedies that have not eliminated the over-reliance on local property tax or mitigated the discriminatory nature inherent in the series of “funding fixes” legislated over the last 23 years; and

WHEREAS, Ohio’s previous biennial budget crafted by the 132nd Ohio General Assembly, and effective July 1, 2018, through June 30, 2019, created a funding system with “capped” districts, and districts receiving a minimum level of funding referred to as the “guarantee”; and

WHEREAS, the previous biennial budget identified 503 school districts out of 610, or 82%, either “capped” in their funding, or on the “guarantee,” which is a testament that Ohio’s funding model is not effective; and

WHEREAS, Ohio’s current biennial budget crafted by the 133rd General Assembly, froze foundation funding for Ohio schools at 2019 fiscal year levels (effectively placing all districts on “the guarantee”), which funding levels have subsequently been cut due to the economic impact of the Coronavirus pandemic; and

WHEREAS, the current school funding system in Ohio lacks a rational basis for determining both the cost of educating students and how the funding of education is shared between the state and local taxpayers; and

WHEREAS, Representative Robert Cupp (R) and Representative John Patterson (D) convened a statewide workgroup, made up of eight practicing school district CFO/Treasurers and eight practicing Superintendents (the “Cupp-Patterson Workgroup”), to devise a new formula, and recognizing that Ohio needs an overhaul to its school funding system, have spent the last three years determining the inputs necessary to fund a “thorough and efficient system of common schools” that reduces the over-reliance on local property tax and creates equity in the state foundation system; and

WHEREAS, the Cupp-Patterson Workgroup carefully analyzed national research, best practices, actual Ohio school district spending data, and drew on their own extensive experience in educating students and operating school districts to make recommendations for a school funding system that meets the needs of all Ohio’s students in the 21st century; and

WHEREAS, the Cupp-Patterson Workgroup developed recommendations that laid out a rational, transparent, comprehensive and – most of all – fair system for funding schools based on the actual cost of providing a basic education for all students in Ohio (the “Base Cost”); and

WHEREAS, the Cupp-Patterson Workgroup developed a method of sharing the funding of the Base Cost between the state and local taxpayers that is easy to understand and based on a fair, defensible measure of the capacity to generate funds locally; and

WHEREAS, the Cupp-Patterson Workgroup identified and provided a framework for providing additional resources to meet needs beyond those of basic education, including the areas of the social, emotional, safety, and mental health of students, the additional challenges driven by students living in poverty, with special needs, with limited English proficiency, and who are academically gifted; and

WHEREAS, the Cupp-Patterson Workgroup developed recommendations for properly funding Career Technology Centers, Educational Service Centers, and Charter and Community schools; and

WHEREAS, based on the research and work outlined above, the Cupp-Patterson Workgroup produced and recommended the Fair School Funding Plan, which was introduced in House Bill 1; and

WHEREAS, the Ohio General Assembly and the Governor of Ohio have an opportunity to devise a funding formula, as outlined in the Fair School Funding Plan, that is an investment in Ohio’s children and Ohio’s future.

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

Section 1. It is necessary to formally endorse the Fair School Funding Plan, as introduced in House Bill 1 of the 134th General Assembly to ensure that K-12 schools in Ohio are funded using a rational school funding system that meets the needs of all Ohio’s students in the 21st century.

Section 2. The Treasurer is authorized to deliver or cause to be delivered a certified copy of this Resolution to community leaders; to members of the Ohio House of Representatives and the Ohio Senate, including Representative [_____] and Senator [_____]; and to the office of Governor Michael DeWine.

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

_____ seconded the motion.

Upon roll call on the adoption of the foregoing Resolution, the vote was as follows:

Motion passed and adopted this _____ day of _____, 2021.

Board President

ATTEST:

Treasurer

NORDONIA HILLS CITY SCHOOLS

PROPOSAL FOR OVERNIGHT/EXTENDED STUDENT TRIPS

Type of Trip State Bowling Tournament

Proposed Departure Date: 3/5/21

Return Date: 3/6/21

Proposer: Ty Lachowski

Position: Head Boys Bowling Coach

Date by which response is needed: 3/1/21

Proposal Date: 2/24/21

A. Purpose

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

OHSAA State Bowling Tournament

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

Athletic programs teach students' citizenship skills

3. In what ways will the students benefit?

Allows students the chance to compete for the state championship

4. In what ways will the District benefit?

Positive publicity based on the bowlers' achievement

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

Results from the tournament

B. Students and Staff

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

Kyle Drazil, Mark Hupcey, Evan Toronski, Ben Juriga, Bryce Lewin, RJ Lewis

2. How many students in total?

Six

3. How many students are currently experiencing academic problems?

None

4. Which staff member will be in charge?

Ty Lachowski, Varsity Boys Bowling Coach

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

Coach Lachowski has taken the bowlers on numerous overnight trips

6. What other staff members will be going?
Larry Strimple, Head Girls Coach, Rob Eckenrode, AD
7. How many chaperones, in addition to staff members, will be going?
Non-Applicable
8. What are their names and affiliations with the students?
Non-Applicable
9. How many school days will be missed?
2 hours, 10 minutes
10. How will teachers be advised in advance that the students will be out of school?
5th-7th period teachers will be informed in advance that students are missing school using the High School's field trip document

C. School Work

1. How will missed work be made up?
Students know that they are responsible for making up all missed assignments
2. What special assistance will be provided students with academic problems?
Non-Applicable, all students are exceeding academic requirements

D. Itinerary

1. What is the destination?
Wayne Webb's Columbus Bowl, 3224 S. High St., Columbus, OH 43207
2. What will be the mode of transportation? What liability insurance does the carrier have?
Mr. Eckenrode will be driving the school van, he is certified to drive by the state of Ohio.
3. Where will the group be housed and fed?
Hampton Inn-Columbus South, 4017 Jackpot Rd., Grove City, OH 43123
4. What route or supplementary activities are planned?
Meals at local restaurants
5. What arrangements have been made for dealing with emergency situations?
Coach Lachowski will have EMA's for all students as well as contact numbers for all parents

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

Non-Applicable

D. Finances

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

\$1,200 total cost, \$150 per student/coach

2. What is the source of funds?

Trip will be paid for by the Nordonia Athletic Department

3. How will the funds be collected and safeguarded?

Credit cards will be used to pay for all expenses. Purchase orders will be done in advance in order to reimburse credit card users for payments.

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

Non-Applicable

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

All costs are being covered by the Nordonia Athletic Department

E. Communications

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

Coach Lachowski will have cell phone numbers for parents

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

Hampton Inn-Columbus South (614) 539-1177

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

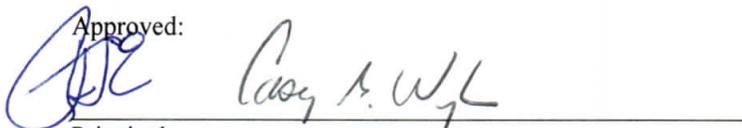
Tournament results will be distributed to the local media



Signature of the Requestor

2-24-21

Date

Approved:


Principal

2/25/21

Date

Board of Education

Date

NORDONIA HILLS CITY SCHOOLS

PROPOSAL FOR OVERNIGHT/EXTENDED STUDENT TRIPS

Type of Trip State Wrestling Tournament

Proposed Departure Date: 3/12/21 Return Date: 3/14/21

Proposer: Jason Walters Position: Head Wrestling Coach

Date by which response is needed: 3/10/21 Proposal Date: 3/8/21

A. Purpose

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

OHSAA State Wrestling Tournament

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

Athletic programs teach students' citizenship skills

3. In what ways will the students benefit?

Allows students the chance to compete for a state championship

4. In what ways will the District benefit?

Positive publicity based on the wrestlers' achievement

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

Results from the tournament

B. Students and Staff

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

Sal Perrine, Isreal Petite, Gin Perrine

2. How many students in total?

3

3. How many students are currently experiencing academic problems?

None

4. Which staff member will be in charge?

Jason Walters, Varsity Wrestling Coach

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

Coach Walters has taken the wrestlers on numerous overnight trips

6. What other staff members will be going?
Jason Lara, Lou Icaboni, John Martin - Asst Coaches, Rob Eckenrode - AD
7. How many chaperones, in addition to staff members, will be going?
Non-Applicable
8. What are their names and affiliations with the students?
Non-Applicable
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?
Non-Applicable

C. School Work

1. How will missed work be made up?
Students know that they are responsible for making up all missed assignments
2. What special assistance will be provided students with academic problems?
Non Applicable, all students are exceeding academic requirements

D. Itinerary

1. What is the destination?
Hilliard Darby High School, 4200 Leepert Rd., Hilliard, OH 43026
2. What will be the mode of transportation? What liability insurance does the carrier have?
Coach Walters and Coach Lara will be driving the school vans, they are certified to drive by the state of Ohio.
3. Where will the group be housed and fed?
Hampton Inn-Columbus West, 5625 Trabue, Columbus, OH 43228
4. What route or supplementary activities are planned?
Meals at local restaurants
5. What arrangements have been made for dealing with emergency situations?
Coach Walters will have EMA's for all students as well as contact numbers for all parents

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

Non Applicable

D. Finances

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

\$2,000 total cost, \$xxx per student/coach

2. What is the source of funds?

Trip will be paid for by the Nordonia Athletic Department

3. How will the funds be collected and safeguarded?

Credit cards will be used to pay for all expenses. Purchase orders will be done in advance in order to reimburse credit card users for payments.

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

Non Applicable

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

All costs are being covered by the Nordonia Athletic Department

E. Communications

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

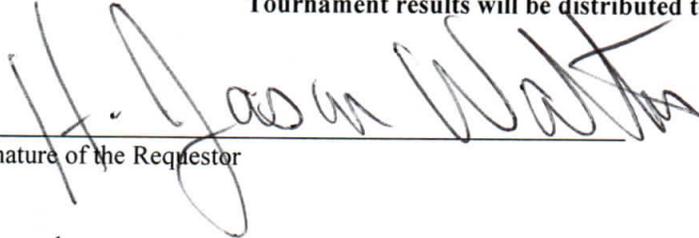
Coach Walters will have cell phone numbers for parents

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

Hampton Inn - Columbus West (614) 851-5599

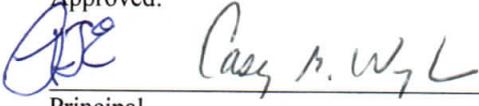
3. What information will be provided to the media and the community?

Tournament results will be distributed to the local media


Signature of the Requestor

02/25/2021
Date

Approved:


Principal

02/25/2021
Date

Board of Education

Date

The Board of Education of the Nordonia Hills City School District met in regular session on March 22, 2021 with the following members present:

_____ moved the adoption of the following Resolution:

RESOLUTION NO. _____

**A RESOLUTION TO RENAME THE NORDONIA HIGH SCHOOL
BASEBALL FIELD “THE BERNIE HOVAN MEMORIAL BASEBALL FIELD.”**

WHEREAS, Bernie Hovan was employed by the Nordonia Hills City School District for 29 years as a teacher and coached of baseball, football, wrestling and girls’ tennis at Nordonia High School; and

WHEREAS, Bernie Hovan was a beloved coach, teacher and mentor to thousands of Nordonia High School alumni; and

WHEREAS, Bernie Hovan received many accolades as a result of his illustrious career, including th Greater Cleveland Baseball Coaches Association “Man of the Year” (1987); the Northeast Ohio Baseball Coaches Association Hall of Fame (1989); the Ohio High School Baseball Coaches Association Hall of Fame (1989); the Nordonia Athletic Hall of Fame (1991); the Greater Akron Baseball Hall of Fame (2019); the selection as coach to six Northeast Ohio High School Baseball All-Star Teams (1979 to 1985); and

WHEREAS, Bernie Hovan won more than 350 games as Varsity Baseball Coach; and

WHEREAS, throughout the decade of the 1970s Bernie Hovan built a college-grade quality Nordonia High School varsity baseball field by soliciting and organizing donations, community support and donated labor. The field included: concrete dugouts, a concession stand, a press box, guest bathrooms, tarp-covered infield, bull-pen areas, fan seating, a batting cage, electronic scoreboard, and lights. The Nordonia High School varsity baseball field was host to all local, major, youth, baseball tournaments as well as high school state tournament baseball games for years throughout the 1970s, 1980s, 1990s and 2000s, putting Nordonia High School on the map as a preferred location for baseball tournaments and playoff games at all levels; and

WHEREAS Bernie Hovan organized and conducted annual, summer baseball camps for local youth in the surrounding areas;

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

The varsity baseball field at Nordonia High School shall henceforward be known as “The Bernie Hovan Memorial Baseball Field.”

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

_____ seconded the motion.

Upon roll call on the adoption of the foregoing Resolution, the vote was as follows:

Motion passed and adopted this _____ day of _____, 2021.

Board President

ATTEST:

Treasurer

ARTICLE 12 – EVALUATION PROCEDURE

ARTICLE 12(A) – EVALUATION PROCEDURE FOR TEACHERS (OTES)

The following evaluation process shall apply to any bargaining unit member subject to the Ohio Teacher Evaluation System (OTES). Teacher evaluations under this section shall be conducted pursuant to the Standards-Based Teacher Evaluation Policy adopted by the Board in consultation with teachers.

A. **DEFINITIONS**

1. “OTES” 2.0 – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.
2. “Teacher” – For purposes of this policy, “teacher” means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:
 - a. A license issued under R. C. 3319.22, 3319.26, 3319.222 or 3319.22; or
 - b. A permanent certificate issued under R. C. 3319.222 as it existed prior to September, 2003; or
 - c. A permanent certificate issued under R. C. 3319.222 as it existed prior to September, 2006; or
 - d. A permit issued under R. C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full-time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Nordonia Hills Education association (NHEA).

The Superintendent, Treasurer, Business Manager and any “other administrator” as defined by R. C. 3319.02 are not subject to evaluation under this policy.

3. “Credentialed Evaluator” – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. meets the eligibility requirements under R. C. 3319.111(D); and
 - b. holds a credential established by the Ohio Department of Education for teacher evaluation; and
 - c. has completed State-sponsored evaluation training and has passed an online credentialing assessment.
 - d. evaluators shall be Nordonia Administrators.
4. “High Quality Student Growth Data (HQSD)” Quantitative information, derived from instruments rigorously reviewed and approved locally which provides evidence of student learning that can be attributable to the teacher.
 5. “Value-Added” – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.
 6. “Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

B. STANDARDS BASED TEACHER EVALUATION

1. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating.
2. Each teacher evaluation will result in an effectiveness rating of accomplished, skilled, developing or ineffective. The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education on the ODE adopted rubric, which are incorporated herein by reference.
3. The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. Individual data shall not be reported by the ODE except as required by law.

C. ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs”. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

1. understanding student learning and development and respecting the diversity of the students they teach;
2. understanding the content area for which they have instructional responsibility;
3. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
4. planning and delivering effective instruction that advances individual student learning;
5. creating learning environments that promote high levels of learning and student achievement;
6. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
7. assuming responsibility for professional growth, performance and involvement.

D. FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

1. Schedule of Observations
 - a. All members who meet the definition of “teacher” under R. C. 3319.111 shall be evaluated in accordance with law in effect at ratification of this Agreement.
 - b. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.
2. Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.
3. In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education’s OTES “Teacher Performance Evaluation Rubric” 2.0 for instructional planning, instruction and assessment and professionalism set forth herein in the Appendix.

E. FORMAL OBSERVATION PROCEDURE

1. There shall be two formal observations: one formal holistic observation and one formal focused observation. All formal observations shall be preceded by a conference no more than five (5) school days prior to each observation between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
2. All formal observations shall be at least thirty (30) minutes in duration.
3. A post-observation conference shall be held no more than five (5) school days after each formal observation. Teachers shall be given the opportunity to provide evidence which must be used to inform the evaluator's rating.
4. A teacher may take a representative to any and all conferences under this procedure.
5. Any teacher on leave 50% or more of the school year in which an evaluation is otherwise scheduled to be conducted, or who submits notice of retirement to the Board and that notice is accepted by the Board not later than December 1st of the school year in which an evaluation is otherwise scheduled to be conducted, shall not be subject to evaluation during such school year.
6. A teacher participating in a teacher residency program established under R.C. 3319.223 for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the State Board of Education for resident educators, shall not be subject to evaluation.

F. INFORMAL OBSERVATION/CLASSROOM WALKTHROUGH PROCEDURE

1. Walkthroughs are informal visits to the classroom lasting less than thirty (30) minutes in duration. Walk-throughs will focus on one or two of the components of the rubric.
2. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
3. Data gathered from the walkthrough must be placed on the form designated in eTPES.

G. HIGH QUALITY STUDENT DATA

1. Each evaluation shall contain two measures of HQSD, one of which shall be the value-added measure for any teacher who has one.
2. The teacher should use the data generated from the HQSD instrument to provide evidence for any of the components on the teacher's evaluation related to knowledge

of the students to whom the teacher provides instruction, the teacher's use of differentiated instruction practices, the assessment of student learning, the use of assessment data and teacher's professional responsibility and growth.

3. A student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth or as required by law.
4. Where value-added methodologies exist, they will be utilized in the evaluation process as one of the two sources of HQSD.
5. When an approved Ohio Department of Education vendor assessment is utilized for the first time by the district to construct HQSD, all related teaching, student or other educational materials shall be purchased and the affected staff shall be trained on the utilization of the program.
6. When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Instruments to construct HQSD.

H. FINAL EVALUATION PROCEDURES

1. The Summative Evaluation Rating shall be based upon the preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered through the walk-throughs and the observation process shall be used to determine a final rating.
2. The evaluation shall note evidence of all information used to support the conclusions reached in the formal evaluation report.
3. Any teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall not be subject to another full evaluation cycle until the third year following the rating, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.
4. Any teacher who receives a rating of "Skilled" on his/her most recent evaluation shall not be subject to another full evaluation cycle until the second year following the rating, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.
5. Any teacher who is not on a full evaluation cycle shall be observed once for 30 minutes and shall have one post observation conference in which the teacher's progress on their Professional Growth Plan (PGP) shall be discussed. Teachers must show growth on the PGP to continue on the less frequent cycle. Any allegation that a teacher is not showing growth must be based on objective evidence documented by the evaluator.

6. The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgment by written receipt. If signed by the teacher, the receipt is to be sent to the Superintendent as soon as received.

I. PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

1. Based upon the results of the annual teacher evaluation above, each teacher must develop either a professional growth plan or professional improvement plan as follows:
 - a. Teachers with a rating of “Accomplished” shall develop a professional growth plan and may choose their evaluator for the subsequent evaluation cycle.
 - b. Teachers with a rating of “Skilled” shall develop a professional growth plan and shall have input into who their evaluator will be for the subsequent evaluation cycle.
 - c. Teachers with a rating of “Developing” or “Ineffective” with their evaluator and the administration will assign the evaluator for the subsequent evaluation cycle.
 - d. Improvement plans shall detail specific performance expectations, resources and assistance to be provided, sufficient time for completion and allocation of District financial resources. Improvement plans should not focus on more than 3 or 4 goals at a time.
2. All professional growth plans shall align to any District or building improvement plan required for the District or building under the “Elementary and Secondary Education Act of 1965,” as amended by the “Every Student Succeeds Act of 2015.”

J. BOARD PROFESSIONAL DEVELOPMENT PLAN

In accordance with the Ohio State Board of Education’s statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

K. RETENTION AND PROMOTION DECISIONS/REMOVAL OF POORLY PERFORMING TEACHERS

1. It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts and the removal/nonrenewal of poorly performing teachers.
2. The removal of poorly performing teachers shall be in accordance with the Ohio revised code and any applicable provisions of this Agreement.
3. Nothing in this Article or the Board's Standards-Based Teacher Evaluation Policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate or suspend a teaching contract as provided by law or the terms of this Agreement.
4. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R. C. 3319.11 notwithstanding the teacher's summative rating.
5. In the event that state law changes regarding evaluation during the term of this agreement, the parties agree that the Evaluation Committee shall meet to determine what changes, if any, need to be made to the procedure.

ARTICLE 12(B) – EVALUATION PROCEDURE FOR NON-TEACHERS

A. PROCEDURE

1. Evaluator

Evaluation of an employee shall be conducted by the employee's Immediate Supervisor. In the event an employee performs work under the supervision of more than one (1) Supervisor, one (1) Supervisor shall be designated as the Evaluating Supervisor. However, any Supervisor may participate in the observation process with prior notification to the employee. The evaluator shall not be a bargaining unit member. The Supervisor must be employed under a contract pursuant to O.R.C. 3319.01 or 3319.02 and must hold at least one (1) certificate named under Division (E), (F), (H), (J), or (L) of O.R.C. 3319.22.

2. Orientation

All employees shall be notified in writing of the name and position of the evaluating Supervisor within thirty (30) days of the opening of school. Thereafter, not later than September 15 each year, or in the case of a new teacher within thirty (30) days of the first day worked, each employee shall be notified in writing of the name and position of the Evaluating Supervisor.

3. Schedule for Evaluation

All employees who are to be evaluated shall be evaluated annually between October 1 and April 10.

4. Criteria for Evaluation

Employees shall be evaluated on criteria set forth in the present evaluation instrument. Any changes in this instrument shall be upon mutual agreement of the Association and the Administration.

B. OBSERVATIONS

Schedule of Observations

1. Nontenured: A minimum of three (3) formal observations shall be conducted to support the evaluation. A formal observation shall last a minimum of thirty (30) consecutive minutes. There shall be at least seven (7) days between formal observations, unless the employee and the evaluator otherwise agree.

2. Tenured: A minimum of one (1) formal observation and evaluation must be completed every four (4) years. A formal observation shall last a minimum of thirty (30) consecutive minutes. There shall be at least seven (7) days between formal observations, unless the employee and the evaluator otherwise agree.

3. Observation Conferences

A post-observation conference shall be held after every formal observation. A copy of the written observation report shall be given to the employee at the post-observation conference. An employee may request a formal observation at any time in addition to those required by this procedure.

4. Professional Growth (See Appendices D-1, D-2, D-3)

Employees judged to be effective on their last evaluation will be eligible for a Professional Growth Project. A "Professional Growth Project" is a quantifiable task to specifically improve professional practice. The project is to be completed in a twenty-four (24) month period within the four-year evaluation cycle. Either the employee or Administration may return to the regular evaluation cycle at any point and time.

C. IDENTIFICATION OF DEFICIENCIES

1. The evaluator shall submit a written plan for correcting the deficiencies which shall include suggestions to the employee to correct the noted deficiencies and/or ways to receive assistance. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

2. Other Deficiencies

Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee within three (3) workdays after the deficiency. The evaluator must include said deficiencies in any plan for correction of deficiencies.

D. FINALIZATION OF EVALUATION

1. Written Evaluation

The evaluation is deemed completed when a copy of the formal written evaluation report has been given to the employee and a conference has been held between the employee and evaluator.

2. Completion of Evaluation Process

The performance evaluation of an employee shall be based upon the observations of the employee's performance and any documented deficiencies and shall acknowledge the satisfactory performance of the employee evaluated as well as performance deficiencies, if any. If an employee receives a "2" or "3", the evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report will be signed by the employee to acknowledge notification that the evaluation will be placed on file, but the employee's signature is not to be construed as evidence that the employee agrees with the contents of the evaluation report.

3. Response to Evaluation

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file.

4. Personnel Action Requirements

If the evaluator or the Superintendent decides to recommend contract nonrenewal, contract termination, or an extended limited contract, the employee shall be given written notice in accordance with Article 14 at least seven (7) calendar days prior to any official Board action.

An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

- E. It is the intention of the parties that the provisions of Article 12 shall supersede all provisions of O.R.C. 3319.111.
- F. The provisions of Article 12 do not apply to supplemental contracts.

ARTICLE 12(c)-EVALUATION OF COUNSELORS

- A. There shall be an Article 12 (C) added to the Agreement that specifically sets forth the procedures for standards-based school counselor evaluations, which shall conform to the provisions of O.R.C. §3319.113, and shall take effect on August 16, 2017.
- B. The Board shall use the standards and criteria set forth in the “Ohio Standards for School Counselors,” developed by the Ohio Department of Education, to distinguish between the following levels of performance for school counselors for purposes of assigning ratings on the evaluations conducted pursuant to Board policy and O.R.C. §3319.113:
 - 1. Accomplished;
 - 2. Skilled;
 - 3. Developing;
 - 4. Ineffective.
- C. Only individuals who are full time employees of Nordonias Hills City Schools who have completed Ohio School Counselor Evaluation System training are permitted to evaluate a school counselor. A counselor shall be assigned only one evaluator per school year.
- D. Each school counselor will be provided with a copy of a written report of the results of his/her evaluation.
- E. Beginning with the 2017-2018 school year, a school counselor’s evaluation results will be considered by the Board in making retention and promotion decisions, and for the removal of poorly-performing school counselors.
- F. The Board shall provide for professional development to accelerate and continue school counselor growth and provide support to poorly performing school counselors.

- G. School counselor evaluations shall occur annually, except as otherwise appropriate for a school counselor who received a final summative rating of accomplished or skilled on his/her most recent evaluation. The annual evaluation process will consist of two (2) formal observations preceded by a pre-conference not less than ten (10) days prior to the observation and followed by a post-conference not more than five (5) days after the observation. Each observation shall be thirty (30) minutes. There shall be two (2) each and informal observations. All monitoring or observation of the work performance shall be conducted openly and with the full knowledge of the counselor. The final summative evaluation shall be completed by May 1st and the results given to the counselor not later than May 10th.
- H. In any year in which the Board may wish to declare its intention to not re-employ the counselor, the board shall perform three (3) formal observations.
- I. The Board may evaluate each school counselor who received a final summative rating of accomplished on his/her most recent evaluation once every three (3) school years, so long as the metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric. Such counselors will develop their own professional growth plan.
- J. The Board may evaluate each school counselor who received a final summative rating of skilled on the most recent evaluation once every two (2) school years, so long as the metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric. Such counselors will develop a professional growth plan collaboratively with their evaluator.
- K. During the years in which a school counselor who received a final summative rating of accomplished or skilled on his/her most recent evaluation is not fully evaluated, the Board shall conduct at least one (1) observation and one (1) conference with the school counselor.
- L. School counselors with a final summative rating of developing or ineffective on their most recent evaluation will develop a professional growth plan with their evaluator. For the professional growth plan to be implemented, such plan must receive the approval of the Superintendent. Professional growth plans shall describe the specific performance expectations, the resources and the assistance to be provided.
- M. A school counselor may be placed on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The improvement plan must have specific, measurable performance expectations, resources and assistance to be provided. It will include the desired level of performance that is expected and a reasonable time period to correct deficiencies.
Counselors have the right to rebut any part of their evaluation to be attached to their Summative report.

- N. A school counselor shall receive a full evaluation during the first year that he/she is employed or re-employed by the Board, regardless of whether he/she received a final summative rating of accomplished or skilled on his/her most recent evaluation.

O. METRICS OF STUDENT OUTCOMES COMMITTEE

The Association and Board agree to establish a standing joint committee for the sole purpose of developing, reviewing, and amending the list of Metric of Student Outcomes approved for use in the school counselor evaluation. A counselor and a principal may choose another student metric outcome, subject to the approval of the committee.

1. Committee Composition

- a. The committee shall be comprised of three (3) Association members appointed by the Association president, two (2) members appointed by the Superintendent.
- b. The members of the committee shall be representative of the elementary school(s), the middle school(s), and the secondary school(s).
- c. At the conclusion of the Association member's term, or removal therefrom, the Association shall appoint a successor.

ARTICLE 12(B) – EVALUATION PROCEDURE FOR OTHER NON-TEACHERS

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NORDONIA HILLS BOARD OF EDUCATION
AND THE
NORDONIA HILLS EDUCATORS' ASSOCIATION**

March, 2021

WHEREAS, The Nordonia Hills Education Association (ASSOCIATION) and the Nordonia Hills Board of Education (BOARD), together the PARTIES, are parties to a collective bargaining agreement dated August 16, 2020 through August 15, 2023; and

WHEREAS, the parties desire to amend the agreement to allow for continuous payroll deduction of association membership dues;

NOW THEREFORE, the parties agree to the following provision:

Article 4(J)(1) shall be amended to read:

Deductions of yearly dues and/or fees shall be authorized for payroll deduction (**either standard or continuous**) by the teacher.

NHEA will notify the Treasurer's office not later than October 15th of any change in the amount of membership dues or if any member opts out of membership.

For the Association:

For the Board:

Date_____

Date_____

RESOLUTION AUTHORIZING REQUIRED THIRD GRADE ASSESSMENTS IN PAPER FORMAT

WHEREAS Ohio Revised Code Section 3301.0711, as amended by Senate Bill 216 enacted by the 132nd Ohio General Assembly, authorized a school district to administer the required third grade English language arts or mathematics assessments, or both, in a paper format in any given school year; and

WHEREAS it is the desire of the Board of Education of Nardon Hills City School District for its grade three students to take the English language arts and mathematics assessments in said paper format;

NOW THEREFORE, BE IT, AND IT IS, HEREBY RESOLVED that the grade three assessments in English language arts and mathematics shall be administered in a paper format for the 2021-2022 school year; and

BE IT FURTHER RESOLVED that if any student whose individualized education program or plan developed under section 504 of the "Rehabilitation Act of 1973," 87 Stat. 355, 29 U.S.C. 794, as amended, specifies that taking the assessment in an online format is an appropriate accommodation for the student, then that student may take the assessment in an online format; and

BE IT FURTHER RESOLVED that the Superintendent of Schools is hereby authorized and directed to submit a copy of this resolution to the Ohio Department of Education in accordance with Ohio Revised Code Section 3301.0711.

This resolution was adopted by the _____ Board of Education in public session on the _____ day of _____, 2021.

In witness thereof, we hereby affix our signatures.

President of the Board of Education

Treasurer of the Board of Education

NOTE (NOT PART OF THE RESOLUTION): The first two paragraphs above specify that both the third grade English language arts and mathematics assessments will be administered in a paper format. The paragraphs will need to be adjusted, obviously, if only one of the assessments will be administered in the paper format. Please note that, with exception of the accommodations for special needs students, all third grade students must take the assessments in the same format.

DONATION AGREEMENT

This Donation Agreement (“Agreement”), effective as of March ____, 2021 (“Effective Date”), is made and entered into by and between RCO Limited, (“Donor”) whose address is 1062 Ridge Street Columbus, Ohio 43215 and the Nordonias Hills City School District Board of Education (“Board”) located in Northfield, Ohio.

I. Recitals

WHEREAS, the Donor wishes to make a Fifty Thousand Dollar (\$50,000) donation to the Nordonias Hills City School District in ten (10) annual installments of Five Thousand Dollars (\$5,000); and,

WHEREAS, the Board desires to accept the donation, which the Board can use for necessary renovations and upgrades as it determines in its sole discretion; and,

WHEREAS, the Board wishes to recognize the Donor’s donations by providing the Naming Sponsor with certain signage and sponsorship rights related to athletic events at the District’s Stadium and in the High School Gymnasium for the term of the Agreement; and,

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of the Donor’s signage and sponsorship rights and the Board’s acceptance of the donations.

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

II. Definitions and Term

- A. “Donor” shall be defined herein as RCO Limited, and all successors in interest thereto.
- B. This Agreement shall, unless sooner terminated in accordance with the provisions set forth elsewhere in this Agreement, be effective on the date set forth above as the Effective Date and shall terminate as of the end of business on December 31, 2030 (the “Term”).

III. Donor’s Annual Donation Obligation

- A. Starting with the effective date of this Agreement, and on or before the Fifth day of January for each year thereafter, Donor shall make an annual donation to the Board of Five Thousand Dollars (\$5,000), such that over the Term of this Agreement, Donor’s total donation to the Board shall total Fifty Thousand Dollars (\$50,000).

IV. Donor's Sponsorship Opportunities

In exchange for the annual donation provided by Donor, the Board shall provide Donor with the following sponsorship opportunities:

- A. The Donor shall have the right to have its logo displayed prominently on the back of the Press Box facing Route 8, at the Board's expense, consistent with the exemplar attached hereto as Exhibit A.
- B. The Donor will be afforded the opportunity to host a sponsor's night at one (1) home varsity football game and one (1) home varsity basketball game.
- C. The Board will provide space at the High School Stadium and Gymnasium for the Donor to hang a 4'x6' banner with logo, pre-approved by the Board's administration, which will not be unreasonably withheld. The banners will be paid for and provided by the Donor. The Donor's banners may not interfere or alter any existing scoreboard signage. Additionally, the Donor's banners may not violate or otherwise conflict with any contractual obligations of the Board in existence at the time of this Agreement.
- D. The Board will make two (2) announcements over its public address system at each home athletic contest. The announcement must be no longer than thirty (30) seconds in length, and must be read from a script pre-approved by the Board's administration, which will not be unreasonably withheld.
- E. Donor shall be afforded the opportunity to place a full-page advertisement, free of charge, in the Board's fall, winter and spring sports programs. The advertisement must be pre-approved by the Board's administration, which will not be unreasonably withheld.
- F. Donor shall be provided a complimentary foursome and hole sponsorship in the Board's annual golf outing.

V. End of Term and Termination

- A. If the Donor fails to timely make an annual Donation as required by this Agreement, the Board shall have the right to immediately terminate this Agreement upon written notice to the Donor.
- B. In the event of the occurrence of one of the following, the Board may remove the name of Raising Cane from the Stadium upon thirty (30) days notice to the Donor: (i) the filing by or against Donor of any petition in bankruptcy; (ii) the conviction of any felony by the Donor; or (iii) Donor's involvement in any public scandal which reflects unfavorably on the reputation of the Donor. The Donor shall not be entitled to reimbursement of any portion of the Donation in the event of early termination.

C. This Agreement shall automatically terminate at the end of the Term.

VI. Force Majeure

In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

VII. Amendment

This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties.

VIII. Assignment

Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the successors in interest as provided in the definition of "Donor" and as used throughout this Agreement shall be treated the same as the initial donating individual himself.

IX. Entire Agreement

This Agreement contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior service contract or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.

X. Governing Law and Venue

The laws of the state of Ohio shall govern the validity, performance, and enforcement of this Agreement. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement shall be filed and heard in Summit County, Ohio and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconsistent.

XI. Severability

Each article, paragraph, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

XII. Governing Law/Venue

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Ohio. The County of Summit, State of Ohio shall be the sole and exclusive venue for any dispute, litigation, special proceeding or other proceeding between the parties that may be brought, arise out of or in connection with or by reason of this Agreement.

XIII. Notice

Any notice required or permitted hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the United States mail, postage prepaid, bearing the following addresses:

To the Board:

Superintendent
Nordonia Hills City School District
9370 Olde Eight Rd.
Northfield, OH 44067

To the Naming Sponsor:

RCO Limited
c/o Michelle Bellanger
7279 Brecksville Rd
Independence, OH 44131

XIV. Nordonia Hills City School District Board of Education Approval

This Agreement and naming rights provided for herein are subject to the approval by the Nordonia Hills City School District Board of Education in public session and this Agreement will not be effective unless and until approved by the Nordonia Hills City School District Board of Education.

XV. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all counterparts together shall constitute but one and the same instrument.

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

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

RCO Limited:

Board President

Authorized Agent

Treasurer

 **AIA**[®] Document B105[™] – 2017**Standard Short Form of Agreement Between Owner and Architect**

AGREEMENT made as of the Twenty-fifth day of February in the year Two Thousand Twenty-one
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Nordonia Hills City School District Board of Education
9370 Olde Eight Rd.
Northfield OH 44607
Telephone Number: 330-467-0580

and the Architect:
(*Name, legal status, address and other information*)

SoL Harris/Day Architecture, Inc.
6677 Frank Ave. NW
North Canton, OH 44720
Telephone Number: 330.493.3722

for the following Project:
(*Name, location and detailed description*)

21 003 Nordonia Hills City School - Facility Planning Pre-Bond Services
9370 Olde Eight Rd.
Northfield OH 44607

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

See attached AIA Document B203 for Architect's Services

(Paragraphs deleted)

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

See attached AIA Document B203 for Architect's Services

Init.

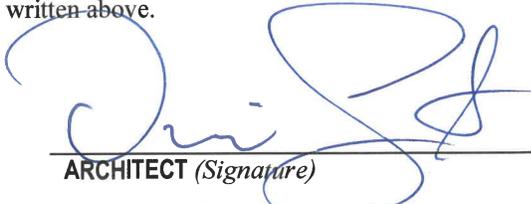
ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

Domenic A. Ferrante, AIA LEED-AP, COO

(Printed name, title, and license number, if required)

Init.

AIA[®] Document B203™ – 2017

Standard Form of Architect's Services: Site Evaluation and Project Feasibility

for the following **PROJECT**:

(Name and location or address)

Nordonia Hills City School District Board of Education - Facility Planning Pre-Bond Services (Architect's Project No. – 21.003)
9370 Olde Eight Rd.
Northfield OH 44607

THE OWNER:

(Name, legal status and address)

The Board of Education for Nordonia Hills City Schools
9370 Olde Eight Rd.
Northfield OH 44607

THE ARCHITECT:

(Name, legal status and address)

SoL Harris/Day Architecture, Inc.
6677 Frank Ave. NW
North Canton, OH 44720

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twenty-fifth day of February in the year Two Thousand Twenty-one . The Agreement constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representation, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications representations, or understandings.

(In words, indicate day, month and year.)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article and Article 2.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.

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User Notes:

(1112290916)

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 Site(s) to be evaluated:

(Identify the site or sites to be evaluated by the Architect and existing buildings that are a part of the evaluation.)

To Be Determined – Site evaluation is solely based on preliminary site planning/layout only.

§ 1.1.2 The Owner's Development Objectives:

(Identify the Owner's program for the Project or otherwise state the Owner's Development Objectives for the Project in terms of space requirements, anticipated structures, site features, sustainable objectives, and other relevant information.)

1. Assist the district with a study of various options, which may include consolidation. The district needs to further study all other reasonable options. The aging board offices and transportation/maintenance buildings need addressed. Macedonia's and Northfield Village's reliance on district employee income taxes will need to be considered.
2. Validate the OFCC Facilities Assessment.
3. Assist the district in determining need/desire of any LFI's including estimates of cost. This may include POR exercises and/or conceptual plan studies. It should consider such things as potential off-site work scope.
4. Provide feasibility studies of potential sites for new buildings.
5. Provide necessary graphics to serve as informational/promotional tools for the potential bond issue.
6. Attend Community Meetings to present information and provide technical assistance.
7. Other scope that would assist the district in being prepared for a ballot attempt.

§ 1.1.3 The Architect shall retain the following consultants:

(List name, discipline, address, and other information.)

Cooperative Strategies
4675 Lakehurst Court, Ste 200
Dublin OH 43016

Cooperative Strategies is being retained by the Architect to perform the following under this Agreement: Facilities Master Planning as listed as Item #1 thru #9 in Section 2.8. The Architect shall be responsible for the payment of any fees charged by Cooperative Strategies as any fees or costs charged by Cooperative Strategies are not reimbursable expense that the Architect will charge to the Owner.

The Architect shall be responsible for any services performed by any consultants or subcontractors retained by Architect to perform services under this Agreement.

(Paragraphs deleted)

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES

§ 2.1 The Architect shall manage the Site Evaluation and Project Feasibility Services, research applicable design criteria, attend Project meetings, and attend Community meetings and communicate with members of the Project team and Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and any other consultants retained directly by the Owner. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The

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Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

(Paragraphs deleted)

§ 2.5 The Architect shall prepare a report based on the Architect's services selected in Section 2.6. The report may incorporate written or graphic materials, and shall include:

- .1 an executive summary,
- .2 documentation of the methodology used to conduct the Architect's services,
- .3 the Owner's Development Objectives,
- .4 relevant facts upon which the report is based,
- .5 comparisons regarding multiple sites, if selected,
- .6 conclusions and recommendations, and
- .7 other: deliverables as requested by Owner

The Architect grants to the Owner a license to use all Project Documents and deliverables prepared by the Architect under this Agreement. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

§ 2.6 The Architect shall provide the listed Site Evaluation and Project Feasibility Services only if specifically designated below as the Architect's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Site Evaluation and Project Feasibility Service is not being provided.

(Designate the Architect's Site Evaluation and Project Feasibility Services and the Owner's Site Evaluation and Project Feasibility Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Site Evaluation and Project Feasibility Service.)

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 2.6.1 Program Analysis	Architect
<i>(Row deleted)</i>	
§ 2.6.2 Site Analysis and Selection	Architect
§ 2.6.3 Validate OFCC Facility Assessments	Architect
<i>(Row deleted)</i>	
§ 2.6.4 Cultural Factor Analysis	NP
<i>(Row deleted)</i>	
§ 2.6.5 Historic Resource Inventory	NP
<i>(Row deleted)</i>	
§ 2.6.6 Site Development Planning	Architect
<i>(Row deleted)</i>	
§ 2.6.7 Detailed Site Utilization Studies	NP
<i>(Row deleted)</i>	
§ 2.6.8 Utilities Studies	NP
§ 2.6.9 Environmental Studies	NP
§ 2.6.10 Design Guidelines	Architect
§ 2.6.11 Parking and Circulation Analysis	NP
§ 2.6.12 Economic Analysis	NP

§ 2.6.13	Estimate of Cost of the Work	NP
§ 2.6.14	Planning and Zoning Analysis	NP
<i>(Rows deleted)</i>		
§ 2.6.15	Meeting and Presentations	Architect (see Section 2.7 for details)

§ 2.7 Description of Services

A brief description of each Site Evaluation and Project Feasibility Service is provided below.

(If necessary, attach as an exhibit, or provide in Section 2.7, expanded or modified descriptions of the Site Evaluation and Project Feasibility Services listed below.)

(Paragraphs deleted)

§ 2.7.1 Program Analysis: Analyze the Owner's building program with respect to the area required for building; area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands. (Limited to OFCC requirements to establish building size.)

§ 2.7.2 Site Analysis and Selection: Analyze a site or sites designated by the Owner. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, and zoning. Evaluate the site studies to assist the Owner in selecting the site for the Owner's project.

§ 2.7.3 Validate OFCC Facility Assessments. Architect will analyze the Owner's building facilities conditions. The framework for evaluation shall be the OFCC facility assessments, which were recently completed. Architect will visit and observe the Owner's facilities to update/validate the OFCC assessments. These validated assessments shall also provide updated associated cost analysis.

§ 2.7.7 Site Development Planning: Develop site planning concepts/graphics only.

§ 2.7.15 Meetings and Presentations: Attend meetings, public hearings, and citizen information meetings as directed by the Owner. Represent the Owner in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.

§ 2.8 Expanded Description of Services

(In the space below, provide expanded or modified descriptions of the Site Evaluation and Planning Services listed above, add other services as space permits, or refer to an exhibit attached to this document.

1. Plan for Planning (Kick-off meeting)
2. Master Planning: Data Collections
 - a. Data Collection / Analysis
 - b. GIS
 - c. Background Report

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- d. Project Website Maintenance
3. Master Planning: Steering Committee Meetings (minimum of 4)
 - a. Steering Committee Preparation
 - b. Steering Committee Facilitation
4. Master Planning: Future's Conference
 - a. Conference Preparation
 - b. Attend and Facilitate Conference
5. Master Planning: Community Dialogue #1
 - a. Dialogue Preparation (materials/paper and web questionnaires)
 - b. Attend and Facilitate Dialogue
 - c. Results Tabulation and Analysis (paper and web questionnaires)
6. Master Planning: Options Development
 - a. Options Work Session (1 day)
 - b. Data Analysis/GIS/Spreadsheets
 - c. Draft Options Packet
7. Master Planning: Community Dialogue #2
 - a. Dialogue Preparation (materials/paper and web questionnaires)
 - b. Attend and Facilitate Dialogue
 - c. Results Tabulation and Analysis (paper and web questionnaires)
8. Master Planning: Recommendations
 - a. Recommendations Work Session (1 day)
 - b. Recommendations Report
9. Master Planning: District Communications
 - a. Conference Calls/Emails/Etc.
10. Architectural Planning and Pre-Bond Planning (SEE Article 6 "Special Terms and Conditions")
 - a. Site Analysis and possible Site Selections
 - b. Site Planning – Schematics/Graphics
 - c. Facility Assessment – Review OFCC report and provide additional information on assessment
 - d. Public Presentation
 - e. Architectural Support for Steering Committee and Community Dialogue
 - f. Working with OFCC representatives on Planning and Facility Assessments
 - g. Provide assistance in Bond Promotion

Architect shall perform the services in accordance with all standards of professional design services and as outlined in this agreement for the stated Compensation.

Within 30 days after execution of this Agreement, or other period agreed with the Owner, the Architect and Owner shall meet to create a schedule for the performance of the Architect's Services. The schedule shall include allowances for reasonable periods required for review and approval of items by the Owner, and for approvals of governmental authorities having jurisdiction over the Project. The Architect shall perform its Services in a timely manner consistent with the Project Schedule.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule. If the Architect determines there is Additional Services, the Architect shall notify the Owner and get Board approval prior to commencing those Additional Services.

§ 3.2 The Architect shall provide Site Evaluation and Project Feasibility Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 N/A () in person meetings with the Owner or the Owner's consultants
- .2 N/A () visits to the site by the Architect
- .3 N/A () presentations of any portion of the Services to third parties as requested by the Owner
- .4 N/A () preparation for, and attendance at, public hearings and meetings

ARTICLE 4 OWNER'S RESPONSIBILITIES

(Paragraph deleted)

§ 4.2 The Owner shall provide the Architect with any available previous studies, data, reports, surveys, or other documents which have a direct bearing on the Site Evaluation and Project Feasibility Services.

§ 4.3 The Owner shall provide access to the property and buildings as necessary for the Architect to complete the Site Evaluation and Project Feasibility Services.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Site Evaluation and Project Feasibility Services described in Article 2 as follows:

(Insert amount of, or basis for, compensation.)

Based on Services outlined in Section 2.8: Items 1 through 9 (services performed by Planning Consultant) shall be a fee of \$45,000.00.

Based on Services outlined in Section 2.8: Item 10, shall be a fee of \$52,000.00 (See Article 6 "Special Terms and Conditions").

Progress Payments. Throughout the Project, Architect will invoice Owner for the performance of Services rendered, which will be paid by Owner within thirty (30) days of receipt. In the event any bill or portion thereof is disputed by Owner, Owner shall notify Architect within ten (10) days of receipt of the bill in question and Owner and Architect shall work together to resolve the matter within thirty (30) days of said notification. If resolution of the matter is not attained within thirty (30) days, either party may terminate this Agreement in accordance with the terms of this Agreement. If, for any reason an undisputed portion of an invoice is not paid within thirty (30) days of the invoice date, Architect shall provide notice of the nonpayment to Owner and may cease work on the Project ten (10) days after the notice is issued and the invoice remains unpaid.

Reimbursable expenses: are in addition to compensation for Basic Services listed above, and include expenses incurred by the Architect and the Architect's Consultants directly related to the project, and documented, as follows:

1. Travel / Mileage
2. Printing / Reproduction

To cover these expenses an Allowance of up to \$5,000.00 shall be included above Basic Services compensation. All records of expenses incurred by the Architect related to the Project shall be available to the Owner at all times and shall be maintained for six years after satisfaction or termination of this Agreement

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To Be Determined, if requested.

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

To Be Determined, if requested.

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Site Evaluation and Project Feasibility are as follows:

For Services outlined in Section 2.8 - Item #10: The Architectural Planning and Pre-Bond Services - fees shall be deferred until the conclusion of the pre-bond period (November 2022). If the November 2022 Bond Issue passes and SoL Harris/Day Architecture, Inc. is selected to perform full A/E Design Services on the approved Bond Issue Master Plan

these fees will be waived (Pro-Bono). If Bond Issue fails OR SoL Harris/Day Architecture, Inc. is not selected to perform A/E Design Services the Item #10 fee will be invoiced after the selection process is completed - around January 2023. If the bond fails and the Board elects to place the issue again at the next election cycle, the Architect will only invoice 20% of the fee outlined above. If the second attempt fails the Architect shall invoice the balance of the fee (80%).

ARTICLE 8 INSURANCE REQUIREMENTS

§ 8.1 In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the Owner agrees, to the fullest extent permitted by law, to limit the Architect's total liability to the Owner or anyone making claims through the Owner, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all clauses, to the total amount of the Architect's fee.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the laws of the State of Ohio. Any action which may be brought to enforce any provision of this Agreement or any remedy with respect hereto shall be brought in the Common Pleas Court of Summit County, Ohio, and each party hereby expressly consents to the jurisdiction of such court. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

§ 9.5 By signing this Agreement, Architect certifies that it is not subject to any unresolved findings for recovery by the Ohio Auditor of State.

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User Notes:

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**SUMMIT EDUCATIONAL SERVICE CENTER
DISTRICT FACILITIES LEASE AGREEMENT**

THIS LEASE IS ENTERED INTO at Cuyahoga Falls, Ohio, on the date hereinafter set forth, by and between the **NORDONIA HILLS CITY SCHOOL DISTRICT BOARD OF EDUCATION**, Northfield, Ohio, hereinafter referred to as “Lessor,” and the **SUMMIT EDUCATIONAL SERVICE CENTER**, Cuyahoga Falls, Ohio hereinafter referred to as “Lessee.”

WITNESSETH:

In consideration of the covenants as set forth below, and other good and valuable consideration, by Lessee to be performed, Lessor hereby leases the following described premises to Lessee on the terms and conditions set forth:

- I. Facilities:
 - A. Three (3) Classroom(s) at a rate of \$3,600 per classroom/year;
 - B. Scheduled use of playground and restrooms and other common areas;
 - C. Lessee agrees to maintain its own phone and secretarial staff.

- II. Term: This lease shall be for a period of one (1) year, commencing July 1, 2021 and terminating on June 30, 2022, unless renewed as hereinafter provided.

- III. Renewal: Lessee shall have the option to renegotiate the lease providing classroom space is available and approval of the lease is granted by the Lessor.

- IV. Covenants of the Lessee: Said Lessee does hereby covenant and agree with said Lessor that it will:
 - A. Use and occupy said premises in a careful and proper manner;
 - B. Not commit any waste therein;
 - C. Not use or occupy said premises for any unlawful purpose; and will conform to and obey all present and future laws and ordinances, and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupation of the premises by the Lessee;
 - D. Not assign this lease nor sublet said premises;
 - E. Not use or occupy said premises for any purpose deemed to be extra hazardous on account of fire or otherwise;
 - F. Make no alterations or additions in or to said premises without the written consent of the Lessor;
 - G. Leave the premises at the expiration or prior to termination of the lease or any renewal or extension thereof, in as good condition as received or in which they may be put by the Lessor, excepting reasonable wear and tear, and damage arising from the negligence or default of the Lessor, or its agents or employees;
 - H. Permit the Lessor to enter upon said premises at all reasonable times to examine the condition of the same;
 - I. The Lessee further agrees to deduct from program cost a room rental of \$3,600/year for each room used by the Preschool Program.

- V. Covenants of Lessor: The Lessor covenants and agrees with the Lessee that it will:
 - A. Maintain the leased premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the negligence of the Lessee or its agents or employees;

**SUMMIT EDUCATIONAL SERVICE CENTER
DISTRICT FACILITIES LEASE AGREEMENT**

- B. Furnish electricity, heat, and routine maintenance and custodial service without additional cost to Lessee;
- C. Should the need arise for the Lessor to relocate the room(s) within the district; the Lessor will incur all costs of said move.

VI. Mutual Covenants: It is mutually agreed by and between Lessor and Lessee that:

- A. If during the term hereof the demised premises or any part thereof be rendered untenable by public authority, or by fire or the elements, or other casualty (except such as shall have resulted from the negligence of the Lessee), the Lessor will provide alternate space that is mutually acceptable. If a mutually-acceptable space cannot be found, then a proportionate part of the rent herein reserved (whether paid in advance or otherwise), according to the extent of such untenability shall be abated and suspended, until the premises are again made tenantable and restored in their former condition by Lessor. If the premises or a substantial part thereof are thereby rendered untenable and so remain for the period of sixty (60) days, the Lessee may at its option terminate this lease by written notice to the Lessor, provided, however; that if the premises cannot by reasonable efforts be restored to their former condition within sixty (60) days, either the Lessor or the Lessee shall have the option of terminating this lease by written notice to the other;
- B. All fixtures and/or equipment of whatsoever nature as shall be installed in the leased premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of the lease or any renewal or extension thereof, provided, however; the Lessee shall at its own expense repair any injury to the premises resulting from such removal.

VII. Termination of Agreement: Either party shall have the right to terminate this Agreement on an annual basis with sixty (60) days prior written notice to the other party. The date of termination shall be June 30.

LESSOR;
NORDONIA HILLS SCHOOL DISTRICT

LESSEE;
SUMMIT EDUCATIONAL SERVICE CENTER

Superintendent Signature

Board of Governors President's Signature

District Superintendent

Michael Chadsey
President, Board of Governors

Treasurer Signature

Treasurer Signature

District Treasurer

Laurel Young
Treasurer, Summit Educational Service Center

SUMMIT EDUCATIONAL SERVICE CENTER
CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES
FOR PRESCHOOL CHILDREN WITH DISABILITIES

PARTIES: The parties to this **Agreement** are the **SUMMIT EDUCATIONAL SERVICE CENTER (SESC)**, 420 Washington Ave., Cuyahoga Falls, Ohio 44221-2042 and the **NORDONIA HILL CITY SCHOOL DISTRICT (District)**, Northfield, Ohio.

PURPOSE: The purpose of this Agreement is to provide a comprehensive, collaborative preschool program (Program) to the District's eligible preschool children with disabilities according to the terms of this Agreement. This Agreement is intended to enhance and not hamper the true collaborative nature of the Program.

TERM: The term of this Agreement is from July 1, 2021 and terminating on June 30, 2022.

SESC RESPONSIBILITIES: The SESC shall have the following responsibilities:

1. The SESC shall act as the fiscal agent for the Program;
2. The SESC shall employ and supervise qualified preschool staff members for the entire preschool Program;
3. The SESC may assist with the coordination and/or provision of related services;
4. The SESC shall be responsible to adhere to Ohio's Early Learning Program Standards, participate in tier quality rating and improvement system and document child progress using research-based indicators prescribed by ODE and report results annually;
5. If district is unable to provide classroom space for the program, the SESC shall be responsible for selecting Program sites, appropriate furnishings and equipment for each classroom.

DISTRICT RESPONSIBILITIES: The District shall have the following responsibilities:

1. The District shall be responsible for providing safe and efficient transportation for the child;
2. Unless the parties agree otherwise, the District shall provide any related services and/or adaptive equipment deemed necessary by the IEP team;
3. The District shall conduct and/or is part of the Individualized Education Program (IEP) process in cases of suspected disability and shall designate a representative to participate in the development of the Individualized Education Program (IEP);
4. The District is responsible for coordinating and conducting all evaluations for students transitioning from preschool to school age;
5. The District is responsible for all startup cost(s) for new program sites;

SHARED RESPONSIBILITIES:

1. Each member District shall pay their share of the total operational costs of the Program to be calculated according to this Agreement and any other agreement the District and SESC may have. The dollar amount of state funds distributed to districts for the funding of preschool children may be directed to the SESC by the member district. Costs over the amount of state funding will be based on student enrollment by day. At the conclusion of the school year, total costs will be calculated and a prorated invoice will be given to member districts based on the amount of total consortium attendance. Funding is subject to change and therefore, flexibility is necessary for the fiscal health of the consortium;
2. Each member District shall be billed based on the total cost of the program divided by the district's student enrollment days as a portion of the entire student enrollment days, plus the fiscal fee of 5% to the SESC;

**SUMMIT EDUCATIONAL SERVICE CENTER
CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES
FOR PRESCHOOL CHILDREN WITH DISABILITIES**

3. Total cost of the program shall be the operational costs of the units, including, but not limited to costs listed in Appendix A, plus fiscal fee of 5%.

COMPENSATION: The District shall pay for preschool services through (choose one):

- Direct Billing Initials: _____
 Foundation DEDUCT and Direct Billing Initials: _____

TERMINATION: Either the District or the SESC may terminate its affiliation under this Agreement at the end of a school year by providing written notice of such intent no later than the first of March prior to the effective date of termination.

MERGER: This Agreement contains all the terms and conditions intended by the parties.

ACKNOWLEDGMENT: By virtues of their signatures below, the parties acknowledge their awareness of this Contract, their understanding of its terms and their intent to be bound.

LESSOR:

SCHOOL DISTRICT

LESSEE:

SUMMIT EDUCATIONAL SERVICE CENTER

Superintendent Signature

Board of Governors President's Signature

District Superintendent

Michael Chadsey
President, Board of Governors

Treasurer Signature

Treasurer Signature

District Treasurer

Laurel Young
Treasurer, Summit Educational Service Center

**SUMMIT EDUCATIONAL SERVICE CENTER
CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES
FOR PRESCHOOL CHILDREN WITH DISABILITIES**

APPENDIX A

PROGRAM COSTS: Each member District's share of the operational costs (listed below) will be determined by dividing the operational costs by the total number of students enrolled in the Program. For billing purposes, the District will be charged for operational costs from the Program initiation date as set forth on the IEP.

The actual state reimbursement per unit shall be determined by using the state funding formula, and the state reimbursement for Preschool Special Education based on weighted funding per student, and other available funding options under the foundation formula, and additional Federal, State, and Local grants.

Program billing shall include all operational cost, including but not limited to the following: Administrative and fiscal costs; Classroom utilization and/or lease expense; Maintenance, operation, and utilities expense; Employees' salaries, fringe and retirement benefits, workers' compensation; Supplies and materials; Equipment; Remodeling or, relocation expenses; Related services provided at SESC expense (i.e. SLP, Nursing, etc.); Assessment of suspected disability (i.e. Child Find, Peer screenings, Part C to Part B transitions); Technology support; and other unanticipated expenses.



SERVICE AGREEMENT
"ORC.3313.843 Contract"

Type

- New
 Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Between

The Educational Service Center of Medina County
and
The Nordonia Hills City School District

Service to be performed

Amount to be Billed

Autism/Behavioral Consulting	\$550.00/day x 160/days = \$88,000.00
Behavioral Technician	\$31.50/hr x 600/hrs = \$18,900.00

Total = \$106,900.00

Fiscal/Facility Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Nordonia Hills City School District will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus fiscal fee for the service specified in this agreement.

For the Educational Service Center of Medina County

For the Nordonia Hills City School District

Treasurer Date

Treasurer Date

Superintendent Date

Superintendent Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



**NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY
INTERNET SERVICES AGREEMENT**

Contract Number: 050047-ISP-2126

This Services Agreement ("Agreement") is entered into by and between the Northeast Ohio Network for Educational Technology ("Provider") and Nordonia Hills City Schools ("Customer"), collectively the Parties.

WHEREAS, Provider is an Information Technology Center ("ITC") organized as a Regional Council of Governments and operating as part of the Ohio Education Computer Network ("OECN"), which has been established by the State of Ohio to provide communications and other technology services to public schools and other authorized user entities; and

WHEREAS, the Customer is an eligible educational entity in the State of Ohio, and;

WHEREAS, the Provider through its technology center desires to provide to Customer and Customer desires to secure from Providers the Services detailed in this Agreement;

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

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

"Agreement" shall mean the Services Agreement General Terms and Conditions, all Schedules, Purchase Orders, the Request for Proposal, Request for Proposal Response and any other documents, or other written sources incorporated or referenced therein that, together, are intended by the Parties to constitute the agreement between them.

"Billing Date" commences on the Service Start Date.

"Effective Date" shall mean the date this Agreement becomes binding and enforceable upon execution by both authorized representatives of the Parties as evidenced by the signatures and date on the Agreement below. If executed on different dates, then the date of execution by the Customer becomes the Effective Date.

"E-Rate" shall mean the Schools and Libraries Universal Support Mechanism administered by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC").

"E-Rate Discount" shall mean the discount percentage approved by SLD for the current Funding Year as shown on the Funding Commitment Decision Letter, and for which SLD agrees to provide E-Rate Funding.

"E-Rate Funding" shall mean (i) the agreement by SLD to provide funds through E-Rate to DISTRICT for the contracted services set forth on Schedule A and (ii) the funds so provided.

"Parties" shall mean the Customer and Provider collectively.

"Services" include, but not limited to, Internet access service or bundled Internet access service and transport as set forth Schedule A of this Agreement.

"Service Charge" shall mean the fee for any Service.

"Service Outage" shall mean the loss of service other than any outage that: a) is not reported by Customer to Provider within (5) days of the occurrence; b) is less than (5) minutes in duration; c) is attributable to Provider's scheduled or emergency maintenance; d) is a result of inability to access the Customer premises; e) is a result of Customer's equipment or users; and/or f) is due to Force Majeure (see Section V) or by any other cause not within the control of Company.

"Service Start Date" shall mean the date(s) on which Company first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Start Dates. Company shall provide electronic notification to Customer that the Services are available for use, and the Parties agree that the date of electronic notification shall be called the "Service Start Date," and the Term of the Agreement and/or Service Order(s) commences upon the Service Start Date and not the Effective Date.

"Site Access" shall mean Provider access any time within normal business hours and with advanced written notice for outside normal business hours to the Customer's premises in order to install, maintain, or restore Service or perform preventative maintenance.

"User" shall mean a school or person authorized by Customer to make use of the data services or equipment secured by Customer from Provider by this Agreement.

II. TERM AND TERMINATION

- A. The Initial Term of Services set forth in Schedule A is the period from 07/01/2021 through 06/30/2026. The Term of Services commences on the Service Start Date and not the Effective date of the Agreement. The Term of the Agreement expires on 06/30/2026, subject to voluntary extensions.
- B. Extension of Initial Term of Services. The Services provided may be extended for up to 2 renewal terms of 60 months each (each an "Extension Service Term"), at Customer's sole option, by written notice from the Customer prior to the expiration of the Initial Term or Extension Term. Notwithstanding, the Customer may extend the Initial Term or any Extension Term on a month-to-month basis, at Customer's sole option, to facilitate the transition of services. The Monthly Service Fee shall remain the same, except as agreed to in writing by both Parties, as the last Monthly Service Fee charged before the termination or expiration of the Agreement, including any Extension Term(s).
- C. At any time during the Initial Term of this Agreement or any Extension Term thereof, the Customer, by written notice to the Provider, may request an increase to the bandwidth purchased under this Agreement pursuant to the terms set out in Schedule A, Item 4, Chart A. Such increased bandwidth shall be implemented by the Provider as soon as practicable. Increased costs (as set out in Schedule A, Item 4, Chart A) shall be payable by the Customer effective on the first day of the month following the date that the upgrade is implemented.
- D. Provider reserves the right to discontinue Customer's access to the Provider's Service, terminate this Agreement and/or seek other legal or equitable relief for use of the Service that Provider deems to be in violation of the rules and regulations of the Ohio

State Board of Education or any other state or federal agency; or in violation of this Agreement; or local, state or federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

- E. Upon a termination of the Agreement by the Customer prior to the end of the stated term, the Customer agrees to pay Provider for contractual obligations incurred by the Provider on behalf of Customer for the original five (5) year contract period. Charges that may be imposed by Provider if, prior to the end of the applicable Service Term (a) Provider terminates Services for cause or (b) Customer terminates any Service in total or on a site by site basis without cause. Termination Charges with respect to each Service terminated during the Initial Service Term or any subsequent Renewal Term shall equal, in addition to all amounts payable by Customer in accordance with Schedule A and Article IV below, a prorated portion of any nonrecurring fees to be calculated according to the amount of months left in the Term of the Service Order, one hundred percent (100%) of the remaining monthly recurring fees that would have been payable by Customer under Schedule A if the terminated Service(s) had been provided until the end of the Initial Service Term or any subsequent Extensions Terms.

III. SERVICE PERFORMANCE

- A. Provider shall furnish Customer bundled Internet access services on a 24-hour per-day, 7 day-per-week basis, and as further described in attached Schedule A. Provider does not own or control other networks outside of the Service, nor is Provider responsible for performance (or nonperformance) within such other networks or within non-Provider operated interconnection points between the Service and other networks. Provider will not be held liable for any delay in the Service Start Date as a result of third-party services or other network provider services. However, Provider will work with the Customer to reasonably ensure that performance from the Customer's site to the Service is maximized.
- B. Provider shall be responsible for the maintenance of the Service and any Provider-owned service equipment located on Customer premises ("Service Equipment"). Provider and its agents shall provide reasonable Site Access to Customer premises for the purpose of maintaining, inspecting, and testing the Service Equipment.
- C. **Network Availability (Uptime Service Level Agreement).** Provider is committed to providing Customer with maximum network service availability. Provider's Service Level Agreement ("SLA") is outlined in Schedule B.
- D. **Customer-Owned Equipment.** Provider shall have no obligation to install, operate, or maintain Customer-Owned Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of Customer-Owned Equipment. All Customer-Owned Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from Customer-Owned Equipment. Provider shall have the right to charge the Customer costs and expenses incurred in identifying and correcting any failure in Customer's facilities or equipment, or in repairing or replacing Provider's Service Equipment, which has been

damaged or rendered inoperable by reason of the Customer's actions or omissions, or the failure or inadequacy of Customer's equipment.

- E. **Protection from Internet Vulnerabilities.** Customer understands and agrees that use of the Service provides no guarantee of protection from vulnerabilities of the Internet, such as, but not limited to, viruses, cyberattacks and theft of computer data. Customer is solely responsible for protecting Customer-Owned Equipment from these vulnerabilities. Provider reserves the right to suspend Customer's Service should Provider detect virus or other activities emanating from Customer-Owned equipment that degrade Provider's Service provision.

IV. CHARGES AND PAYMENT

- A. Charges for the Services provided under this Agreement are set forth on the attached Schedule A.
- B. Customer agrees to be solely responsible to Provider for all charges set forth on Schedule A for the duration of the Initial Term and any Renewal term, as applicable. Service provided under this Agreement and outlined in Schedule A are not contingent upon the approval, denial and/or receipt of E-Rate funding.
- C. Charges for the E-Rate non-discounted Services provided under this Agreement will be billed to Customer on an annual basis.
- D. Provider purchases transport through a third-party vendor sub-contracted by the Provider to provide transport for the contracted bandwidth ("Bandwidth Service Provider"). The cost of transport from the Bandwidth Service Provider may vary and will be passed through directly to Customer.
- E. Payment of all invoices sent shall be due within thirty (30) days of the invoice date.
- F. Except as otherwise indicated herein (a) Provider will invoice the E-Rate discount cost to USAC in advance on a quarterly basis for all monthly recurring Service charges and fees arising under the Agreement.
- G. Customer shall make payment to Provider for all invoiced amounts within 30 days after the date of the invoice. Any amounts not paid to Provider within such period will be considered past due.
- H. Late payments shall be subject to a service charge of one and one-half percent (1.5%) of any and all unpaid balance, unless expressly waived by the Provider in writing. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for full payment. If the Customer's Service is suspended, Provider may charge a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above described service charges.

V. FORCE MAJEURE

With respect to Customer or Provider, any event or circumstance (except any obligation of a Party to make payment of money to the other Party) not in existence on the Effective Date that is not caused by that Party, is beyond the Party's reasonable control, and the

consequences of which prevent that Party from complying with any of its obligations under the Agreement except that a Force Majeure Event will not include an increase in prices, the denial, in whole or in part, of E-Rate Program funding for any Service, or a change in law.

Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.

VI. WARRANTIES AND LIMITATIONS ON LIABILITY

- A. The following provisions define Provider's entire liability with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; with respect to any errors, omissions, or negligence of Customer, its personnel, employees, agents or users; and any representations, statements, or tortious act or omission including negligence or gross negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). Provider shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation), including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to Service described within this Agreement. Provider will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Provider's liability for breach of this Agreement shall in no event exceed one-year of monthly recurring costs.
- B. Customer warrants and represents that it will only utilize the Services provided for educational and educational administrative related activities on its premises. Where the Services provided include access to the networks, Provider does not warrant that the functions of the network will meet any specific Customer or user requirements, or that Services provided will be error free or uninterrupted; nor shall Provider be liable for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Further, Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider and that, therefore, Customer will make no claim against Provider for the internet service uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Any filters or screening devices are limited to those in existence at the date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems. Customer understands and agrees that the Internet, by its nature, is an open portal of content and material, some of which may be inappropriate for school-aged students.
- C. Provider assumes no responsibility for controlling, regulating, or monitoring access to the interconnected computer system(s) of the network by minors or for compliance with any laws regulating the same.

- D. Provider reserves the right to discontinue Customer's access to the Provider's network and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of any state or federal agency; or in violation of this Agreement; or in violation of municipal, state, federal or international law.
- E. Customer understands and agrees that Provider shall have no responsibility for Customer's or its Users accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.
- F. Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from so monitoring.

VII. INDEMNIFICATION

To the extent permitted by Ohio law, Customer agrees to indemnify and hold provider, its governing board members, officers, members, employees and/or agents harmless from any claims, suits, liability, loss, expenses and/or damages, including alleged copyright and other intellectual property claims, sustained by any person by reason of any act of Customer or its users in their activities involving use of Provider's network.

Provider shall defend, indemnify, and hold harmless Customer and its officers, agents, employees and volunteers, from and against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Provider or its officers, employees, agents, contractors, subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of Customer. However, Provider shall have no obligation to defend or indemnify Customer against Claims caused by the active negligence, sole negligence or willful misconduct of Customer.

VIII. TITLE AND OWNERSHIP

- A. Title to the Service Equipment shall irrevocably and under all circumstances remain with the Provider and its designees, and the Customer will take no action to knowingly compromise the rights, title, and interest of the Provider. The Customer's interest in the Services and Service Equipment is limited to non-exclusive use thereof on the Customer's premises.
- B. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

IX. CONFIDENTIALITY OF INFORMATION

- A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information furnished by Customer.
- B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law including but not limited to the Ohio public records laws, Customer

agrees not to disclose any information or documentation obtained from Provider.

X. NOTICES

A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name: Matthew Gdovin
Address: 700 Graham Road
City/State/Zip: Cuyahoga Falls / Ohio / 44221
Phone: 330-926-3902
Facsimile: 330-926-3901
E-mail: Gdovin@neonet.org

2. If to Customer:

Name: Mike Russ
Address: 9370 Olde Eight Rd
City/State/Zip: Northfield / OH / 44067
Phone:

XI. GENERAL PROVISIONS

- A. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.
- B. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- C. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- D. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- E. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

- F. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- G. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- H. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
- I. **Compliance with Law.** Each Party agrees to comply with all local, state, and federal governmental laws and regulations applicable to the Services contemplated by this Agreement. To the extent that Customer seeks Provider's assistance with SLD inquiries with respect to FCC and E-Rate compliance requirements, Customer agrees to provide Provider copies of all SLD PIA inquiries within 3 days of receipt. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- J. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The Parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the Parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

Schedule A

INTERNET SERVICES

	Internet Access Only
X	Internet Access and Transport

This Schedule sets forth the Services, Locations and Pricing as further agreed to by the Parties and is attached hereto and incorporated herein. NEOnet’s Acceptable Use Policy is posted on our website at www.neonet.org.

Services will be rendered for the Initial Term of the Agreement and any additional Extension terms as set forth in Section II above.

1. Services

Provider will render a minimum of basic conduit access to the Internet at the speed listed in Section 3. The minimum annual charges for basic conduit access to the Internet for the period of the Agreement are indicated in Section 3 below. Internet Access service provided under this Agreement shall include: Basic Firewall Services, DNS/DHCP and DDoS Protection.

2. Transport

Provide transport to the building(s) listed in Section 3.

Should Customer desire to move the Service to a building that is not listed in Section 3, Customer may request, via written notice, a Service location change ninety (90) days prior to the requested move. A Service location change may not qualify for E-Rate funding nor may construction charges associated with the move.

3. Annual Charge for the period 07/01/2021 to 06/30/2026

Product name	Product or service description	Price	Quantity	Sum
Nordonia Hills High School				
ISP - 10Gbit	Annual ISP Service	28,680.00	1	28,680.00
Transport - 10Gbit	Annual lit fiber transport	14,400.00	1	14,400.00
	Subheading subtotal:			43,080.00
Nordonia Middle School				
Transport - 10Gbit	Annual lit fiber transport	14,400.00	1	14,400.00
	Subheading subtotal:			14,400.00
Ledgeview Elementary				
Transport - 10Gbit	Annual lit fiber transport	14,400.00	1	14,400.00
	Subheading subtotal:			14,400.00
Rushwood Elementary				
Transport - 10Gbit	Annual lit fiber transport	14,400.00	1	14,400.00
	Subheading subtotal:			14,400.00

Product name	Product or service description	Price	Quantity	Sum
Lee Eaton Elementary				
Transport - 10Gbit	Annual lit fiber transport	14,400.00	1	14,400.00
			Subheading subtotal:	14,400.00
Northfield Elementary				
Transport - 10Gbit	Annual lit fiber transport	14,400.00	1	14,400.00
			Subheading subtotal:	14,400.00
			Total (USD):	115,080.00

4. Increased Connection Costs

Connection costs on increased bandwidth speeds are shown below in Chart A.

CHART A
Annual Costs

Speed	Transport		
	Per Location	Internet	Total
1G	\$11,160	\$28,680	\$39,840
2G	\$14,400	\$28,680	\$43,080
5G	\$14,400	\$28,680	\$43,080
10G	\$14,400	\$28,680	\$43,080

5. Provider's Obligations

- a) Provider will plan and coordinate all activities incidental to the implementation of the Internet access.
- b) Provider will assume all responsibilities for Internet access including the Internet router located in the instructional building.

6. Customer's Obligations

- a) Customer will assume all responsibilities for all local area networks (LAN) up to the building router specified in section 5 item b) above. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.
- b) Customer agrees to comply with equipment specifications defined by the Provider for all components integral to the Internet access.
- c) Customer will supply Provider with appropriate and sufficient space and electrical power to facilitate the Internet access.
- d) Customer agrees not to connect any of its LAN to alternative network providers without Provider approval.
- e) Customer agrees not to resell any network services provided by Provider.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer to this Agreement and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached Schedules, which are incorporated herein by reference.

Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate.

Schedule B

NETWORK PERFORMANCE SERVICE LEVELS		
NETWORK UPTIME	<p>DESCRIPTION: The SLA for uptime is defined as the amount of time a <u>Subscriber</u> has service as measured over the course of the year. Planned or Emergency Maintenance events are not factored into the Service Uptime Calculation. <u>NEOnet</u> calculates network uptime during a calendar month as follows: Availability (within calendar month) = (total min in month)-(total min of unavailability in month)</p>	
	<p>Our basic Service Level Agreement for Network uptime for managed Ethernet, MPLS, VPN and Internet Service Delivery</p>	<p>99.99%</p>
	<p>Other Services</p>	<p>99.90%</p>
MEAN TIME TO REPAIR	<p>DESCRIPTION: Mean Time to Repair (MTTR) SLA are based upon the amount of time it takes to restore <u>Services</u> measured from the time the ticket is opened to the time the ticket is closed. MTTR times vary based on whether the problem being addressed physically resides on the <u>NEOnet Network</u> (On-Net) or on a third-party provider/<u>Subscriber</u> network (Off-Net).</p>	
	<p>NEOnet ISP Service</p>	<p>Four (4) Hrs.</p>
	<p><u>Note: Force Majeure</u> acts are not covered under <u>NEOnet's</u> MTTR SLA. <u>Force Majeure</u> includes, without limitation: fire, flood, lightening, explosion, war, act of terrorism, strike, riots, embargo, labor dispute, government requirement, civil or military authority, act of God or nature, acts or failure to act of any governmental authority.</p>	

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER: **Nordonia Hills City Schools**

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

Signature of Authorized Customer Representative

Date

PROVIDER: **Northeast Ohio Network for Educational Technology**

Signature of Officer or Manager for the Provider

Date

Matthew Gdovin

Printed name of Officer or Manager for the Provider



NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by the Metropolitan Regional Service Council on behalf of the Northeast Ohio Network for Educational Technology, referred to as "NEOnet," and Nordonias Hills City Schools referred to as "District" and is effective as of the signature date. The District agrees that NEOnet will own the equipment specified in Schedule A of this document until paid in full, at which time, the district will be transferred full ownership of the device.

This MOU can only be modified by the written agreement of all parties. These modifications will be executed as amendments to the original MOU. The terms and conditions of this agreement shall be construed in accordance with the applicable laws and rules of the State of Ohio and the United States, and only Ohio courts shall have jurisdiction over any action or proceeding concerning this agreement and/or performance hereunder.

Purchasing Terms

The District agrees to the purchase of the list of equipment identified in Schedule A of this MOU with the following payments options:

One time payment of 188,170.21 due by 07/31/2021

All payments, regardless of method, shall be submitted to the address set forth below:

NEOnet
Attn: Accounts Payable
700 Graham Rd.
Cuyahoga Falls, OH 44221

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Northeast Ohio Network for Educational Technology

Nordonias Hills City Schools

Signature of Authorized Provider Representative

Signature of Authorized Customer Representative

Mathew Gdovin
Printed name

Printed name

Executive Director
Title

Title

Date

Date

Exhibit A

Product name	Product or service description	Quantity	Sum
Acer C733 - NX.H8VAA.006	Acer Chromebook 311 C733-C5AS - 11.6" - Celeron N4020 - 4GB RAM - 32 GB eM	850	181,900.00
CDWCHROMEOS SVC1 White Glove	CDWG EDU White Glove Service for Chromebook and Chrome OS Devices T1	850	5,100.00
MOU Interest	MOU Interest Charge - 3%	1,170.21	1,170.21
		Total (USD):	188,170.21



MINUTES

**Nordonia Hills City School District
Nordonia Board of Education Meetings
February Special Board Meeting
Monday, February 15, 2021, 5:30 pm - 6:30 pm
9370 Olde Eight Road
Northfield, Ohio 44067**

In Attendance

Chad Lahrmer; Judy Matlin; Liz McKinley; Tammy Strong; William Busse

A. PRESIDENT'S REPORT

1. Roll Call

B. EXECUTIVE SESSION

To discuss the employment of a public official.

The Board went into Executive Session at 5:42 P.M. and returned to the public meeting at 6:34 P.M.

Resolution 2021-2-15-18

Move: Liz McKinley Second: Judy Matlin Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

C. SUPERINTENDENT'S REPORT

1. Approve Contract with Finding Leaders

Resolution 2021-2-15-19

Move: Judy Matlin Second: William Busse Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

2. Interview with Architect Firms

The Board interviewed three architectural firms for pre-bond planning

GPD Architects
520 South Main
Akron, OH 44311

Sol Harris/Day Architecture
6677 Frank Avenue, N.W.
North Canton, OH 44720

tda (thendesign architecture)
4135 Erie Street

Willoughby, OH 44094

After hearing all of the architecture firms, the Board decided to move forward with Sol Harris/Day Architecture. The Director of Business Services was authorized to enter into negotiations with Sol Harris/Day Architecture.

D. ADJOURNMENT

The Board unanimously consented to adjourn the meeting at 9:32 P.M. The President declared the motion passed.

Resolution 2021-2-15-20

Move: Tammy Strong Second: Liz McKinley Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

Chad M. Lahrmer, President

Karen E. Obratil, Treasurer/CFO



MINUTES

**Nordonia Hills City School District
Nordonia Board of Education Meetings
February Special Board Meeting
Monday, February 22, 2021, 6:00 pm - 7:00 pm
9370 Olde Eight Road, Northfield, Ohio 44067**

In Attendance

Chad Lahrmer; Judy Matlin; Liz McKinley; Tammy Strong; William Busse

A. PRESIDENT'S REPORT

1. Roll Call

B. BOARD DISCUSSION ITEMS

Pre-bond Architect Selection
PaySchools Transition

Due to insufficient time for discussion and a bad winter storm, the Board discussed the three firms that were interviewed on March 15 and unanimously selected Sol Harris/Day Architecture. The Director of Business Services will enter into negotiations with them and bring a contract to the next board meeting.

Sol Harris/Day Architecture
6677 Frank Ave. NW
North Canton, OH 44720

C. ADJOURNMENT

The Board unanimously consented to adjourn the meeting at 6:54 P.M. The President declared the motion passed.

Resolution 2021-2-22-21

Move: Judy Matlin Second: Liz McKinley Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

Chad M. Lahrmer, President

Karen E. Obratil, Treasurer/CFO



MINUTES

**Nordonia Hills City School District
Nordonia Board of Education Meetings
February Regular Meeting
Monday, February 22, 2021, 7:00 pm - 9:00 pm
Northfield Elementary School
9371 Olde Eight Road
Northfield, Ohio 44067**

In Attendance

Chad Lahrmer; Judy Matlin; Liz McKinley; Tammy Strong; William Busse

A. PRESIDENT'S REPORT

1. Roll Call
2. Pledge of Allegiance
3. Approval of Agenda

Resolution 2021-2-22-22

Move: Judy Matlin Second: Liz McKinley Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

4. Communications:

Presentation by Nordonia PTA Council

Rob Eckenrode and Guests: Naming of Baseball Field Presentation

Dr. Deb Wallace, Zach Miley: Nordonia Crisis Incident Manual

Auditor of State Award

PTA Council made a surprise presentation to Tammy and Ken Strong for all of their hard work for Nordonia students.

Mr. Eckenrode introduced the son of Bernie Hovan, a former teacher and long time baseball coach to present a proposal for naming rights for the baseball field.

Zach Miley presented the district's crisis incident manual which he has been revising and updating along with Dr. Deb Wallace.

Treasurer Obratil presented the board with the Auditor of State Award with Distinction for the fourth consecutive year. According to Auditor Faber, "accurate bookkeeping is a critical component of efficient, effective and transparent operations. This award honors the hardworking officials who are diligent in accounting for the taxpayer's money." This award is received because of the collaboration and cooperation from all district employees in adhering to all internal controls and compliance issues.

5. Open Forum
6. Committee Reports:
 - Finance Committee
 - OSBA Legislative Liaison
 - Curriculum & Instruction Liaison
 - Facilities Liaison
 - Cuyahoga Valley Career Center
 - Nordonia Hills Foundation Liaison
 - Tax Incentive Review Board
 - Technology and Information Systems
 - Special Education Liaison
 - NDEIC

Mr. Virost presented the CVCC report.

B. SUPERINTENDENT'S RECOMMENDATIONS

1. Approve Consent Items:

Revised Board Policy (First reading) - No Action Required

- 1.20 Social Media
- 9.43 Concussions and School Athletics

Approve Donation

\$500 from the Carozza Family, donated to the Nordonia High School Baseball team for future baseball related purchases.

Resolution Declaring Transportation Impractical for Certain Identified Students

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

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

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

1. The time and distance required to provide the transportation
2. The number of pupils to be transported
3. The cost of providing transportation in terms of equipment, maintenance, personnel, and administration
4. Whether similar or equivalent service is provided to other pupils eligible for transportation
5. Whether and to what extent the additional service unavoidably disrupts current transportation schedules
6. Whether other reimbursable types of transportation are available; and

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

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

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

Section 2. This Board finds and determines that all formal actions of this Board and any of its committees

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

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

<u>Student Name</u>	<u>School Selected</u>	<u>Parent/Guardian Name</u>
Antonette Fuhrer	Archbishop Hoban	Eryn Fuhrer
Samuel Mazzola	Archbishop Hoban	Tricia Mazzola
Logan Sanger	Seton Catholic	Brittany Sanger

Resolution 2021-2-22-23

Move: Judy Matlin Second: Chad Lahrmer Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

2. Approve Contract with FieldTurf USA

Turf replacement for Nordonia High School Stadium

Resolution 2021-2-22-24

Move: William Busse Second: Chad Lahrmer Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

3. Approve Personnel Items:

Resolution 2021-2-22-25

Move: Chad Lahrmer Second: William Busse Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

a. Certified:

i. Retirement/Resignation

George Edgar, MS Science, retirement effective 6/5/2021

ii. New Appointment/Assignment:

None

iii. College Credit Plus

Matthew Beery \$1,000 (2 CCP Courses taught during 2020-21 school year)

Tracey Evans \$1,000 (2 CCP Courses taught during 2020-21 school year)

Endre Szentkiralyi \$1,000 (2 CCP Courses taught during 2020-21 school year)

iv. Long-Term Substitute

Cameron Bell (subbing for Jason Witschey, HS Technology) effective 3/3/2021-

4/11/2021 (Plus additional shadow days 2/16/2021-3/2/2021 and 4/12/2021-5/7/2021).

Pamela Bina (subbing for Angela Hartman, RW Grade 1) effective 2/18/2021 to 5/5/2021. Plus 1.5 additional days prior to start of assignment.

Breanna Komara (subbing for Stephanie Fox, LE Option 2 Intervention Specialist) effective 1/13/2021 to end of 2021 school year.

v. Educational Adjustments

Elizabeth Buss From BA Step 9 \$60,838 To: BA+15 Step 9 \$63,775

Kyle Cohen From: BA+15 Step 2 \$47,621 To: BA+30 Step 2 \$49,509

Drew Hoisington From: BA+15 Step 9 \$63,775 To: MA Step 9 \$70,488

Ranzy Lardell From: MA+15 Step 18 \$87,690 To: MA+30 Step 18 \$91,466

Kathleen Pellington From: BA Step 6 \$54,544 To: BA+15 Step 6 \$56,852

Shaun Phillips From: MA Step 13 \$81,397 To: MA+15 Step 13 \$84,753

Lauren Rupprecht From: MA Step 8 \$67,761 To: MA+15 Step 8 \$70,068

vi. Home Instruction (Paid at the curriculum rate of \$29.36/hr., as needed)

Mary Bednar

vii. Curriculum

(All are paid at the curriculum rate of \$29.36/hr., unless otherwise noted.)

—IEP writing for Intervention Specialist on leave, effective 1/26/2021

Shauna Ault

Kelly Bartlett

Carly Bennett

Kristen Brennan

Jen Larcey

Andrea Novess

Kelly Shotwell

Matt Simonetta

Dan Wallace

Marlena Wright

—Youth Yoga Project, up to 19 hours each, effective January 16, 17, 23, and 24, 2021:

Anna Tolin

Jacklyn Czekaj

—CPM Training, in preparation for the 2021-22 school year, up to 20 hours:

Lauren Rupprecht

—Tutoring Services, up to 40 hours, 2 hours/week, through end of 2020-21 school year:

Brooke Gockle

—Credit Recovery Intervention After School Program at Nordonia High School, up to 40 hours:

Steve Testa
Heather Dean
Rachel Pearce
Lori Snider
Mary Bednar
Nicole Episcopo
Erica Molnar
Amie Cormell
Joe Knight
Reema Sanchez
Kristi Gunyula
Nate Loman
Shannon Blair
Heather Eckenrode
Kim Pelsoczi

—Plan and conduct Summer Learning Session (Summer School), up to 130 hours:

Jason Witschey

—Plan and Lead Tutoring for selected student(s), effective February 10, 2021 to May 28, 2021, up to 30 hours for each student:

Sara Sinclair

viii. Supplementals (based on BA/0-\$41,957)

High School Athletics:

HS Head Baseball Coach, Drew Hoisington, 15.40%, \$6,461.38
HS Asst. Varsity Baseball, Jimmy Smith, 12.00%, \$5,034.84
HS Asst. Baseball, JV, Josh Kirsey, 11.00%, \$4,615.27
HS Asst. Baseball, JV, Chris Gorta, 9.00, \$3,776.13
HS Asst. Baseball, Freshman, Jamahel Fayall, 8.00%, \$3,356.56
HS Head Boys' Tennis, Ryan Vehar, 11.50%, \$4,825.06
HS Asst. Varsity Tennis, Anne Berardinelli, 8.00%, \$3,356.56
HS Head Track Coach, Scott Barwidi, 15.5%, \$6,503.34
HS Asst. Varsity Track, Mike Martin, 12.50%, \$5,244.63
HS Asst. Varsity Track, Ron Gura, 12.50%, \$5,244.63
HS Asst. Varsity Track, Ranzy Lardell, 12.50%, \$5,244.63
HS Asst. Varsity Track, Brent Nenadal, 12.50%, \$5,244.63
HS Asst. Varsity Track, Bob Slacas, 11.00%, \$4,615.27
HS Asst. Varsity Track, Sean Sandvick, 5.50%, \$2,307.64
HS Asst. Varsity Track, Matt Beery, 5.50%, \$2,307.64
HS Asst. Varsity Track, Elle Barwidi, Volunteer
HS Asst. Varsity Track, Brenna McGrath, Volunteer
HS Head Varsity Softball, Marissa Rizzo, 14.00%, \$5,873.98

HS Asst. Varsity Softball, Sydney Mosby, 9.00%, \$3,776.13
HS Asst. Varsity Softball, JV, Sara Andrasik, 9.00%, \$3,776.13
HS Asst. Varsity Softball, Allyson Hajnosz, 9.00%, \$3,776.13
HS Asst. Varsity Softball, Ernest Shaltunuk, 4.00%, \$1,678.28
HS Asst. JV Softball, Nataly Ciocca, 9.00%, \$3,776.13

High School Non Athletic:

HS Student Council, Nate Loman, resignation effective 1/16/21

HS Student Council, Kristi Gunyula, remaining stipend, \$821.09

Middle School Athletic:

MS Head Track, Krissy Dombroski, 10.75%, \$4,510.38
MS Asst. Track, Tim McKee, 4.75%, \$1,992.96
MS Asst. Track, Jeremy Pollock, 4.75%, \$1,992.96
MS Asst. Track, Matt Spellman, 9.50%, \$3,985.92
MS Asst. Track, Matt Simonetta, 8.00%, \$3,356.56
MS Asst. Track, Justin Shank, 8.00%, \$3,356.56
MS Asst. Track, Virginia Tedor, 8.00%, \$3,356.56
MS Accommodations Coach, Kathleen Pellington, 4.00%, \$1,678.28

Elementary Non Athletic:

Grade 4 Team Leader, Hallie Eland, resignation effective 1/22/21

Grade 4 Team Leader, Kristen Finley, remaining stipend, \$981.27

b. Classified:

i. Resignation/Retirement

Maria Karlik, LV Paraprofessional, resignation effective 2/20/2021

Jayne Kobe, MS Building Interventionist, retirement effective 6/1/2021

ii. New Assignment

Ann Cook, RW Paraprofessional, 3.5 hours per day, 5 days per week, effective 2/1/2021, Step 0, \$15.83/hr.

Brittany Hyde, MS Paraprofessional, 6.0 hours per day, 5 days per week, effective 2/22/2021, Step 0, \$15.83/hr.

iii. Change of Assignment

Julianne Kaczmarek, HS Administrative Assistant, 8.0 hours per day, 5 days/week, increase from 214 to 260 days per year, effective 2/1/2021, Step 5, \$21.14/hr.

Lisa Kiger, RW Paraprofessional, increase from 3.5 to 6.0 hours per day, 5 days per week, effective 2/1/2021, Step 1, \$16.11/hr.

Sally Krempasky, from HS Paraprofessional, 4.0 hours per day to HS Administrative Assistant, 8.0 hour per day, 5 day per week, 214 days per year, effective 2/17/2021, Step 0, \$18.76/hr.

iv. Substitute

Carol Kuboff, Student Supervisor, Media Resource

v. Student Workers

Brandon Dolly, \$8.80/hr., up to 20 hours per week

4. Approve Personnel Items:

Resolution 2021-2-22-26

Move: Judy Matlin Second: Liz McKinley Status: Passed

Yes: Tammy Strong, Liz McKinley, Judy Matlin, William Busse

Abstain: Chad Lahrmer

a. Certified:

i. Curriculum

(All are paid at the curriculum rate of \$29.36/hr., unless otherwise noted.)

—Credit Recovery Intervention After School Program at Nordonia High School, up to 40 hours:

Wendy Dunham

C. TREASURER'S RECOMMENDATIONS

1. Approve Consent Items:

Organizational Board Meeting Minutes - January 11, 2021

Regular Board Meeting Minutes - January 11, 2021

Financial Statements - January, 2021

Educational Focus - Property Tax Rates

Resolution 2021-2-22-27

Move: Chad Lahrmer Second: Tammy Strong Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

2. Tax Rate Resolution

Resolution 2021-2-22-28

Move: Chad Lahrmer Second: Judy Matlin Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

3. Permanent Appropriations Revision #

Resolution 2021-2-22-29

Move: Tammy Strong Second: William Busse Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

D. ADJOURNMENT

The next Regular meeting of the Board will be held on Monday, March 22, 2021, at 7 PM at Northfield Elementary School, 9374 Olde Eight Road, Northfield, Ohio 44067

The Board unanimously consented to adjourn the meeting at 7:58 P.M.

Resolution 2021-2-22-30

Move: Tammy Strong Second: Liz McKinley Status: Passed

Yes: Tammy Strong, Chad Lahrmer, Liz McKinley, Judy Matlin, William Busse

Chad M. Lahrmer, Board President

Karen E. Obratil, Treasurer/CFO

Treasurer's Note: The meeting was video recorded.

NORDONIA HILLS CITY SCHOOL DISTRICT

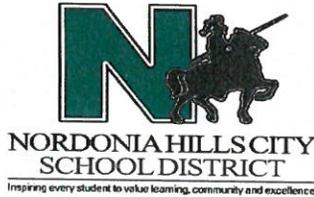
*Financial
Reports for
February,
2021*



- 1 Financial Analysis
- 2 Monthly Operating Fund Report
- 3 Fiscal Year-to-Date Operating Fund Report
- 4 Revenue Analysis Report
- 5 Expenditure Analysis Report
- 6 FINSUM - Financial Summary
- 7 Approved Funds for 2020-21
- 8 Cash Reconciliation
- 9 APPSUM - Appropriation Summary
- 10 Check Register > \$9,999

District's Mission

Inspiring every student to value learning, community and excellence.



Financial Analysis Report For February, 2021

*Prepared by: Karen Obratil, Treasurer/CFO
(3/22/2021)*

General Operating Fund (001) Analysis Report for February

REVENUE: FY21 actual revenue totals \$11.5M compared to FY21 forecast estimate of \$10.1M with a positive variance of \$1.4M.

EXPENDITURES: FY21 actual expenditures total \$4.2M compared to FY21 forecast estimate of \$4.7M with a positive variance of \$490K. Personnel costs total \$3.3M, or 78.9% of the monthly expenditures.

Salaries total \$2.3M:

- 75.4% for certified employees
- 19.1% for classified employees
- 2.9% for supplemental pays
- 2.6% for overtime and substitutes

Benefits total \$968K:

- 59.2% for insurance benefits
- 36.1% for retirement contributions
- 4.7% for Medicare and all other benefits

Services total \$761K:

- 48.9% for pupil transportation costs (Petermann)
- 15.3% for special education services
- 11.0% for repairs and rentals
- 8.5% for utilities
- 5.7% for pupil nursing services (Akron Childrens)
- 5.1% for autism and Peterson scholarships
- 3.7% for community schools

Revenue of \$11.5M exceeds Expenditures of \$4.2M by \$7.3M

Market Rates 3/8/2021	Today	Last Week	Last Year
STAR Ohio	.08%	.08%	1.55%
2 Yr. Treasury	.15%	.13%	.26%
5 Yr. Treasury	.83%	.73%	.33%

Fiscal Year-to-Date (FYTD) Report for July to February

Revenue:

FY21 actual revenue totals \$37.5M compared to FY21 forecast estimate of \$36.1M with a positive variance of \$1.4M. Tax revenue represents 79.1% of total operating revenue.

Expenditures:

FY21 actual expenditures total \$33.9M compared to FY21 forecast estimate of \$34.6M with a positive variance of \$714K. Personnel costs total \$25K, or 74.2% of total operating expenditures.

Salaries total \$18.3M 75.6% for certified employees
18.7% for classified employees
4.1% for supplemental pays
1.6% for overtime, substitutes

Benefits total \$6.8M 51.0% for insurances (medical, dental, vision, life)
43.3% for retirement contributions
5.7% for Medicare and all other benefits
(Workers' Comp, Unemployment and Employee Assistance program)

Services total \$6.2M 32.9% for pupil transportation costs (Petermann)
20.6% for repairs and rentals
17.3% for special education costs
6.9% for utilities
4.7% for autism and Petersen scholarships
3.1% for data processing
3.1% for community schools

Excess of Revenue over Expenditures (eight months):

FY21 Revenue of \$37.5M exceeds Expenditures of \$33.9M by \$3.6M.

Federal grant funds received in February totaled \$62,273.48.

State grant funds received in February totaled \$284,461.61.

Nordonia Hills City School District

General Operating Fund* Analysis Report

for Fiscal Year Ending June 30, 2021

Prepared by: Karen Obratil, Treasurer/CFO

Board Meeting 3/22/2021

February

		Forecast Estimate	FY21 Actuals	Variance	FY20 Actuals
Line	REVENUE				(Informational)
1.010	General Property Taxes (Real Estate)	\$9,550,000	\$10,620,001	\$1,070,001	\$8,467,816
1.035	Unrestricted Grants-in-Aid	360,850	548,638	187,788	397,321
1.040	Restricted Grant-in-Aid	2,458	2,458	0	2,458
1.060	All Other Operating Revenue	175,000	325,909	150,909	453,841
1.070	Total Revenue	10,088,308	11,497,006	1,408,698	9,321,436
	Other Financing Sources				
2.060	All Other Financing Sources	0	0	0	1,905
2.070	Total Other Financing Sources	0	0	0	1,905
2.080	TOTAL REVENUE + OTHER FINANCING SOURCES	10,088,308	11,497,006	1,408,698	9,323,341
	EXPENDITURES				
3.010	Personnel Services	2,385,000	2,340,865	(44,135)	2,197,363
3.020	Employees' Retirement/Insurance Benefits	980,015	967,755	(12,260)	959,132
3.030	Purchased Services	1,052,150	760,941	(291,209)	698,618
3.040	Supplies and Materials	153,500	82,545	(70,955)	42,343
3.050	Capital Outlay	102,500	31,086	(71,414)	26,199
4.300	Other Objects	8,500	8,443	(57)	16,495
5.040	TOTAL EXPENDITURES AND OTHER FINANCING USES	4,681,665	4,191,635	(490,030)	3,940,150
6.010	Excess Revenue (Under) Expenditures	5,406,643	7,305,371		5,383,191
7.010	Beginning Cash Balance	\$11,197,579	\$11,390,548		\$10,384,731
7.020	Ending Cash Balance	\$16,604,222	\$18,695,919	2,091,697	\$15,767,922
8.010	Outstanding Encumbrances	\$4,738,365	\$4,738,365	0	\$3,931,517

Nordonia Hills City School District

General Operating Fund* Analysis Report

for Fiscal Year Ending June 30, 2021

Prepared by: Karen Obratil, Treasurer/CFO

Board Meeting 3/22/2021

July 1, 2020 to February 28, 2021

Line		July 1, 2020 to February 28, 2021			
		FY21 Estimate	FY21 Actuals	FY21 Actual to FY20 Actuals	FY20 Actuals
	REVENUE				
1.010	General Property Taxes (Real Estate)	27,023,790	\$28,093,790	\$1,070,000	\$22,453,359
1.020	Tangible Personal Property Taxes	1,550,973	1,550,973	0	1,337,515
1.035	Unrestricted Grants-in-Aid	2,919,241	3,193,919	274,678	3,400,673
1.040	Restricted Grant-in-Aid	19,665	19,665	0	19,665
1.050	Property Tax Allocation	2,175,036	2,175,036	0	1,941,179
1.060	All Other Operating Revenue	2,160,116	2,191,301	31,185	2,420,128
1.070	Total Revenue	35,848,821	37,224,684	1,375,863	31,572,519
	Other Financing Sources				
2.070	Total Other Financing Sources	254,575	256,634	2,059	135,000
2.080	TOTAL REVENUE + OTHER FINANCING SOURCES	36,103,396	37,481,318	1,377,922	31,707,519
	EXPENDITURES				
3.010	Personnel Services	18,456,576	18,345,464	(111,112)	17,532,086
3.020	Employees' Retirement/Insurance Benefits	6,821,737	6,784,624	(37,113)	6,531,886
3.030	Purchased Services	6,488,823	6,182,697	(306,126)	6,060,126
3.040	Supplies and Materials	1,465,225	1,290,034	(175,191)	1,297,276
3.050	Capital Outlay	915,189	794,803	(120,386)	692,015
4.300	Other Objects	384,630	420,782	36,152	417,603
4.500	Total Expenditures	34,532,180	33,818,404	(713,776)	32,530,992
	Other Financing Uses				
5.040	Total Other Financing Uses	62,528	62,528	0	62,554
5.040	TOTAL EXPENDITURES AND OTHER FINANCING USES	34,594,708	33,880,932	(713,776)	32,593,546
6.010	Excess Revenue Over/(Under) Expenditures	1,508,688	3,600,386		(886,027)
7.010	Beginning Cash Balance	\$15,095,534	\$15,095,534		\$16,653,949
7.020	Ending Cash Balance	\$16,604,222	\$18,695,920	\$2,091,698	\$15,767,922
8.010	Outstanding Encumbrances	\$4,738,365	\$4,738,365		\$3,931,517

Nordonia Hills City School District



Revenue Analysis Report - General Operating Fund Only - FY21



2020-2021	Local Revenue			State Revenue			Non-Operating*	Total Revenue
	Taxes		Other Local	Unrestricted Grants-in-Aid	Property Tax Allocation	Restricted Grants-in-Aid		
	Real Estate	Personal Property						
July	\$9,592,859	\$0	\$26,587	\$334,150	\$0	\$2,458	\$22,629	\$9,978,683
August	4,989,117	0	78,684	405,814	0	2,458	37,896	5,513,969
September	2,891,814	1,550,973	890,477	354,560	0	2,458	49,616	5,739,898
October	0	0	4,410	353,908	2,175,036	2,458	2,215	2,538,027
November	0	0	307,220	396,201	0	2,458	129,959	835,838
December	0	0	516,429	352,907	0	2,458	0	871,794
January	0	0	53,848	447,739	0	2,458	2,059	506,104
February	10,620,001	0	325,509	548,638	0	2,458	400	11,497,006
March								0
April								0
May								0
June								0
Totals	\$28,093,791	\$1,550,973	\$2,203,164	\$3,193,917	\$2,175,036	\$19,664	\$244,774	\$37,481,319
% of Total	74.95%	4.14%	5.88%	8.52%	5.80%	0.05%	0.65%	

*Non-Operating Revenue includes advances in, and refund of prior year expenditures.

Nordonia Hills City School District



Expenditure Analysis Report - General Operating Fund - FY21



2020/2021	Salaries	Benefits	Services	Supplies	Equipment	Dues/ Fees	Non- Operating*	Total Expenses
July	\$2,165,807	\$956,856	\$959,953	\$177,260	\$56,689	\$27,817	\$0	\$4,344,382
August	2,260,151	396,714	1,244,900	285,891	300,543	7,949	0	4,496,148
September	2,297,980	515,796	494,654	438,644	243,604	304,021	62,528	4,357,227
October	2,308,907	964,363	702,471	396,722	177,535	10,896	0	4,560,894
November	2,365,159	960,444	260,618	(95,292)	70,317	8,447	0	3,569,693
December	2,317,124	1,059,788	1,060,332	(43,829)	(138,668)	32,348	0	4,287,095
January	2,289,470	962,908	698,829	48,093	53,697	20,861	0	4,073,858
February	2,340,865	967,755	760,941	82,545	31,086	8,443	0	4,191,635
March								0
April								0
May								0
June								0
TOTALS	\$18,345,463	\$6,784,624	\$6,182,698	\$1,290,034	\$794,803	\$420,782	\$62,528	\$33,880,932
% of Total	54.15%	20.02%	18.25%	3.81%	2.35%	1.24%	0.18%	

*Non-Operating expenses include advances and transfers out.

Operating Fund includes General Fund (001)

ko 3/22/2021

Nordonia Hills City School District

February 28, 2021



FINSUM Financial Summary

ko 3/22/2021

Fund	Fund Name	Beginning Balance 7/1/2020	Monthly Receipts	Fiscal Year To Date Receipts	Monthly Expenditures	Fiscal Year To Date Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001	General Fund	\$15,095,534.31	\$11,497,005.97	\$37,481,317.30	\$4,191,635.03	\$33,880,932.97	18,695,918.64	\$4,738,365.28	\$13,957,553.36
002	Bond Retirement	1,448,857.65	812,852.59	2,488,319.10	0.00	2,963,525.97	973,650.78	0.00	973,650.78
003	Permanent Improvement	15,024.94	2.48	66.50	0.00	0.00	15,091.44	0.00	15,091.44
004	Building Fund	231,993.95	7,850.00	10,700.00	0.00	0.00	242,693.95	140.00	242,553.95
006	Food Service	43,097.45	70,490.37	265,834.99	97,080.66	551,159.01	(242,226.57)	96,292.07	(338,518.64)
018	Public School Support	144,369.05	6,573.17	21,223.44	2,732.29	17,856.21	147,736.28	7,646.85	140,089.43
019	Other Grants	63,551.75	32,656.90	449,092.22	1,134.96	410,724.02	101,919.95	37,654.91	64,265.04
020	Special Enterprise	7,241.66	114.80	155.80	0.00	0.00	7,397.46	0.00	7,397.46
022	Unclaimed Funds	42,402.92	0.00	5,050.45	0.00	30,875.29	16,578.08	499.50	16,078.58
200	Student Managed Funds	185,358.62	4,339.00	(51,970.10)	2,381.17	29,012.15	104,376.37	15,531.29	88,845.08
300	District Managed Funds	238,720.41	20,017.24	163,974.97	21,847.69	185,169.35	217,526.03	70,253.12	147,272.91
401	Auxiliary Services	1,933.27	192,757.39	364,468.20	903.26	75,388.73	291,012.74	114,124.29	176,888.45
451	OneNet (Data Communication)	0.00	0.00	5,400.00	0.00	0.00	5,400.00	0.00	5,400.00
467	Student Wellness	39,563.03	89,254.22	178,552.22	9,000.00	45,000.00	173,115.25	40,000.00	133,115.25
499	Miscellaneous State Grants	167.03	2,450.00	15,006.97	2,450.00	14,902.13	271.87	9,800.00	(9,528.13)
507	Elem./Secondary Relief (ESSER)	0.00	0.00	23,853.42	37,966.74	61,820.16	(37,966.74)	139,633.50	(177,600.24)
510	Coronavirus Relief Fund (CRF)	0.00	171.24	191,462.42	0.00	191,291.18	171.24	0.00	171.24
516	IDEA-B	(23,848.24)	26,949.52	250,836.11	17,043.74	237,903.21	(10,915.34)	208,625.89	(219,541.23)
551	Title III - Limited English Proficiency	8,182.72	0.00	0.00	0.00	0.00	8,182.72	0.00	8,182.72
572	Title I - Disadvantaged Children	(6,070.49)	0.00	90,375.18	28,930.50	118,885.72	(34,581.03)	171,877.93	(206,458.96)
590	Title II-A - Improving Teacher Quality	(3,170.72)	15,431.29	58,919.87	22,128.46	69,715.59	(13,966.44)	4,350.00	(18,316.44)
599	Title IV	(2,436.81)	0.00	12,436.81	0.00	10,000.00	0.00	0.00	0.00
	Grand Totals (ALL Funds)	\$17,530,472.50	\$12,778,916.18	\$42,025,075.87	\$4,435,234.50	\$38,894,161.69	\$20,661,386.68	\$5,654,794.63	\$15,006,592.05

Nordonia Hills City School District

Approved Funds for 2020/2021

This report is a listing of all grant funds authorized and received throughout the 2020/2021 school year.

Fund	Description	Authorized Amount	Non-Public Authorized Amount	Monthly Amount Received	Amount Received FY-to-date
	Other Grants				
019/9924	Summit County Re-Opening	\$367,952.00			\$367,952.00
	State Grants				
451/9213	OneNet	\$10,800.00			\$5,400.00
467/9920	Student Wellness	\$178,948.69		\$89,254.22	\$178,552.22
499/9222	Parent Mentor	\$25,320.00		\$2,450.00	\$15,006.97
401/9220	Auxiliary Services/St. Barnabas		\$364,468.20	\$192,757.39	\$364,468.20
	Total State Funds	\$215,068.69	\$364,468.20	\$284,461.61	\$563,427.39
	Federal Grants				
507/9921	ESSER CFDA 84.425D	\$252,098.00		\$0.00	\$23,853.42
510/9920	Coronavirus Relief Fund #21.019	\$181,465.42			\$181,465.42
510/9820	Broadband Ohio Connectivity	\$10,000.00		\$171.24	\$10,000.00
516/9920	IDEA-B (Spec.Ed.) CFDA 84.027	\$242,145.68			\$50,582.12
516/9921	IDEA-B (Spec.Ed.) CFDA 84.027	\$765,365.66	\$25,915.32	\$46,670.95	\$200,253.99
572/9920	Title I CFDA 84.010	\$29,232.39	\$3,031.74		\$6,099.38
572/9921	Title I CFDA 84.010	\$284,537.54	\$4,138.73		\$84,275.80
590/9920	Title II-A CFDA 84.367	\$72,131.78			\$27,102.66
590/9921	Title II-A CFDA 84.367	\$69,126.80	\$8,452.66	\$15,431.29	\$31,817.21
599/9920	Title IV CFDA 84.424A	\$31,203.59	\$2,436.81		\$2,436.81
599/9921	Title IV CFDA 84.424A	\$20,878.55	\$1,911.75	\$0.00	\$10,000.00
	Total Federal Funds	\$1,958,185.41	\$45,887.01	\$62,273.48	\$627,886.81

ko 3/22/2021

Nordonia Hills City School District



Cash Reconciliation



February 28, 2021

FINSUM Balance		\$20,661,386.68
Bank Balance:		
Huntington (Operating Account)	10,812,265.29	
Huntington (Fee Account)	38,911.96	
	10,851,177.25	
Investments:		
Red Tree Investment Group	10,126,313.13	
StarOhio	589,576.45	
	10,715,889.58	
Outstanding Checks:		
Less: o/s checks (Operating) eFP	(746,762.19)	
Less: o/s checks (Payroll)	(1,351.16)	
	(748,113.35)	
Deposits in Transit	211.25	
	105.65	
	69.00	
	69.00	
	28.92	
	7.75	491.57
Miscellaneous Adjustments		
STRS Shortage	(39,673.63)	
Ohio taxes	(48,921.47)	
RITA	(43,102.55)	
SERS	(23,483.58)	
Ohio Deferred Comp	(2,082.50)	
SERS Pick Up	(1,788.14)	
Quarterly Taxes	(1,625.09)	
Akron City Taxes	(543.87)	
School District Tax	(266.78)	
Federal tax underpayment	(42.44)	
Child support overpayment	7.50	
Posting Adjustment	3,464.18	
	(158,058.37)	
Bank Balance		\$20,661,386.68
Variance		0.00
Adjusted Bank Balance		20,661,386.68

3/22/2021

Nordonia Hills City School District

February 28, 2021



Appropriation Summary

ko 3/22/2021

Fund	FYTD Appropriated	Prior FY Carryover Encumbrances	FYTD Expendable	FYTD Actual Expenditures	MTD Actual Expenditures	Current Encumbrances	FYTD Unencumbered Balance	FYTD Percent Exp/Enc
001 General Fund	\$53,800,000.00	\$1,205,547.64	\$55,005,547.64	\$33,880,932.97	\$4,191,635.03	\$4,738,365.28	\$ 16,386,249.39	70.21%
002 Bond Retirement	3,231,152.37	0.00	3,231,152.37	2,963,525.97	0.00	0.00	267,626.40	91.72%
003 Permanent Improvement	12,000.00	0.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00%
004 Building Fund	45,000.00	0.00	45,000.00	0.00	0.00	140.00	44,860.00	0.31%
006 Food Service	1,270,000.00	0.00	1,270,000.00	551,159.01	97,080.66	96,292.07	622,548.92	50.98%
018 Public School Support	195,000.00	2,770.00	197,770.00	17,856.21	2,732.29	7,646.85	172,266.94	12.90%
019 Other Grants	457,952.00	0.00	457,952.00	410,724.02	1,134.96	37,654.91	9,573.07	97.91%
020 Enterprise	2,425.00	0.00	2,425.00	0.00	0.00	0.00	2,425.00	0.00%
022 Unclaimed Funds	45,000.00	0.00	45,000.00	30,875.29	0.00	499.50	13,625.21	69.72%
200 Student Managed Funds	183,656.00	26,128.60	209,784.60	29,012.15	2,381.17	15,531.29	165,241.16	21.23%
300 District Managed Funds	602,180.00	0.00	602,180.00	185,169.35	21,847.69	70,253.12	346,757.53	42.42%
401 Auxiliary Services	350,000.00	1,905.77	351,905.77	75,388.73	903.26	114,124.29	162,392.75	53.85%
451 OneNet (Data Communication)	10,800.00	0.00	10,800.00	0.00	0.00	0.00	10,800.00	0.00%
467 Student Wellness	178,948.69	0.00	178,948.69	45,000.00	9,000.00	40,000.00	93,948.69	47.50%
499 Miscellaneous State Grants	25,000.00	171.71	25,171.71	14,902.13	2,450.00	9,800.00	469.58	98.13%
507 Elementary/Secondary Relief (ESSER)	252,098.00	0.00	252,098.00	61,820.16	37,966.74	139,633.50	50,644.34	79.91%
510 Coronavirus Relief Fund (CRF)	191,462.42	0.00	191,462.42	191,291.18	0.00	0.00	171.24	99.91%
516 IDEA-B	998,801.28	10,777.14	1,009,578.42	237,903.21	17,043.74	208,625.89	563,049.32	44.23%
572 Title I - Disadvantaged Children	318,094.27	0.00	318,094.27	118,885.72	28,930.50	171,877.93	27,330.62	91.41%
590 Title II-A - Improving Teacher Quality	147,298.58	0.00	147,298.58	69,715.59	22,128.46	4,350.00	73,232.99	50.28%
599 Miscellaneous Federal Grants	38,988.89	0.00	38,988.89	10,000.00	0.00	0.00	28,988.89	25.65%
Totals	\$62,355,857.50	\$1,247,300.86	\$63,603,158.36	\$38,894,161.69	\$4,435,234.50	\$5,654,794.63	\$ 19,054,202.04	70.04%

General Operating Fund Analysis Report for February, 2021



NORDONIA HILLS CITY
SCHOOL DISTRICT

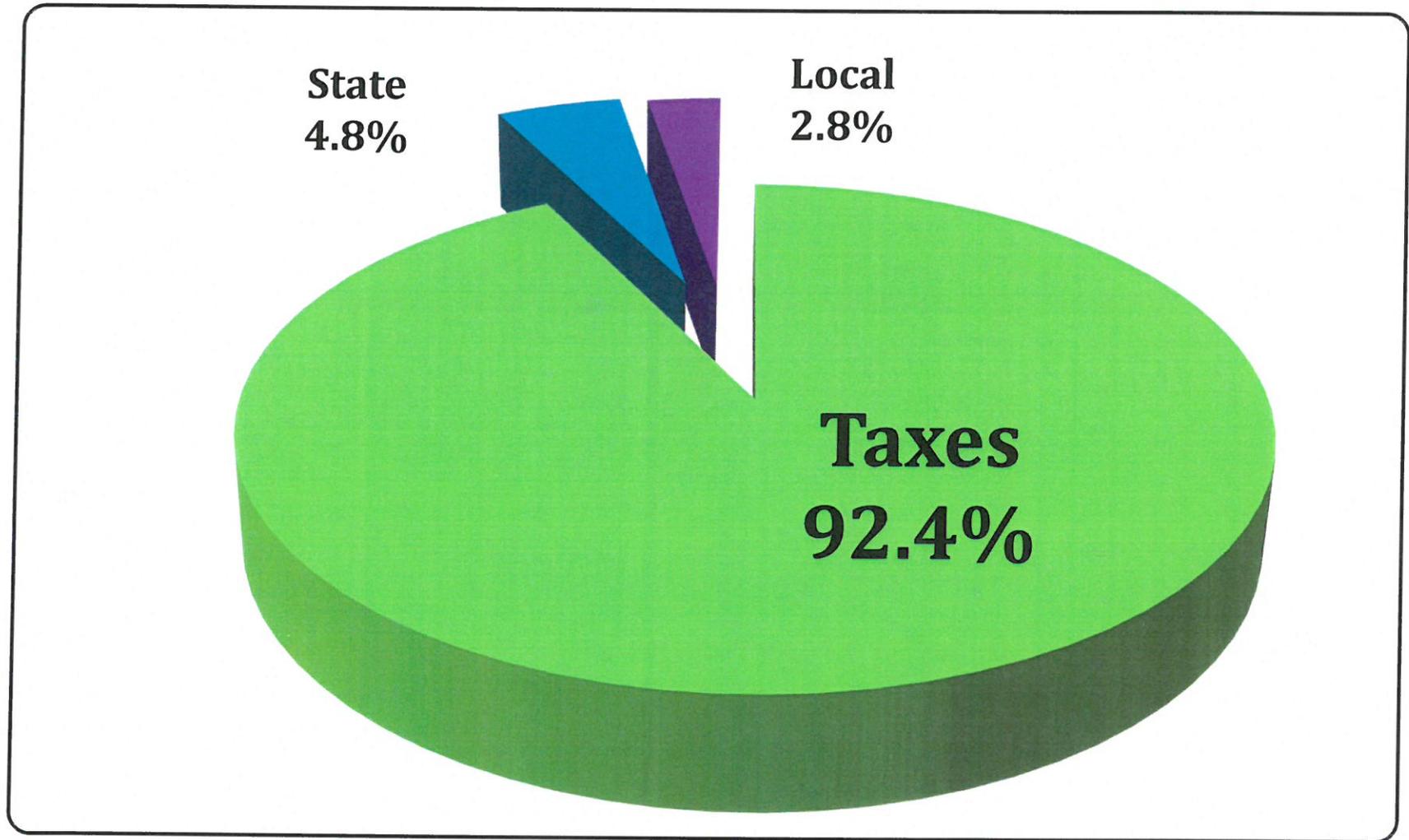
Inspiring every student to value learning, community and excellence

Prepared by: Karen Obratil, Treasurer/CFO
March 22, 2021

Revenue by the Numbers

February			
		\$	%
FY21 Forecast	FY21 Actual	Variance	Variance
\$10,088,308	\$11,497,006	\$1,408,698	12.25%

February Revenue = \$11.5M

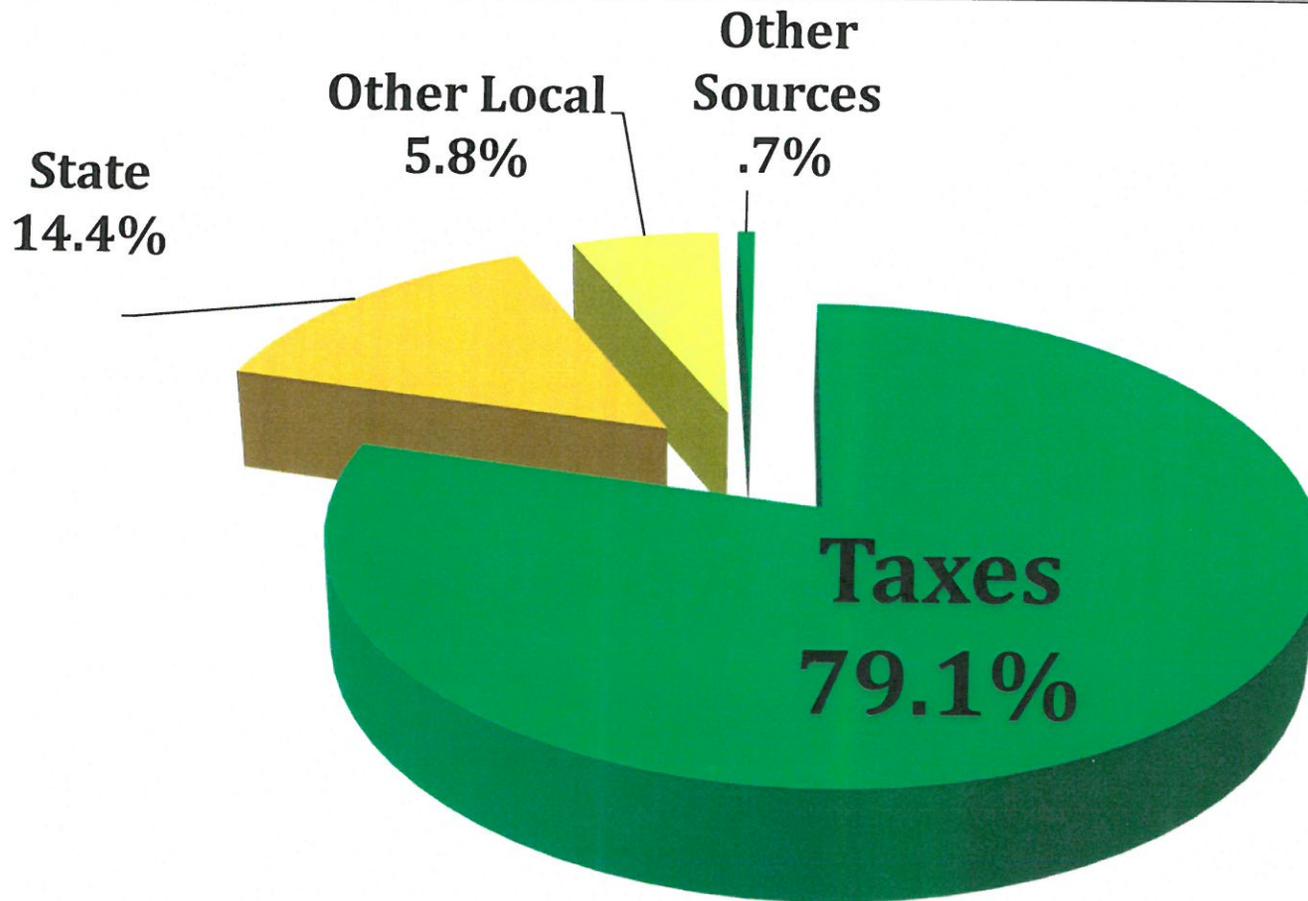


Fiscal Year to Date (FYTD) Revenue by the Numbers

July 1, 2020 to February 28, 2021

		\$	%
FY21 Forecast	FY21 Actual	Variance	Variance
\$36,103,396	\$37,481,318	\$1,377,922	3.68%

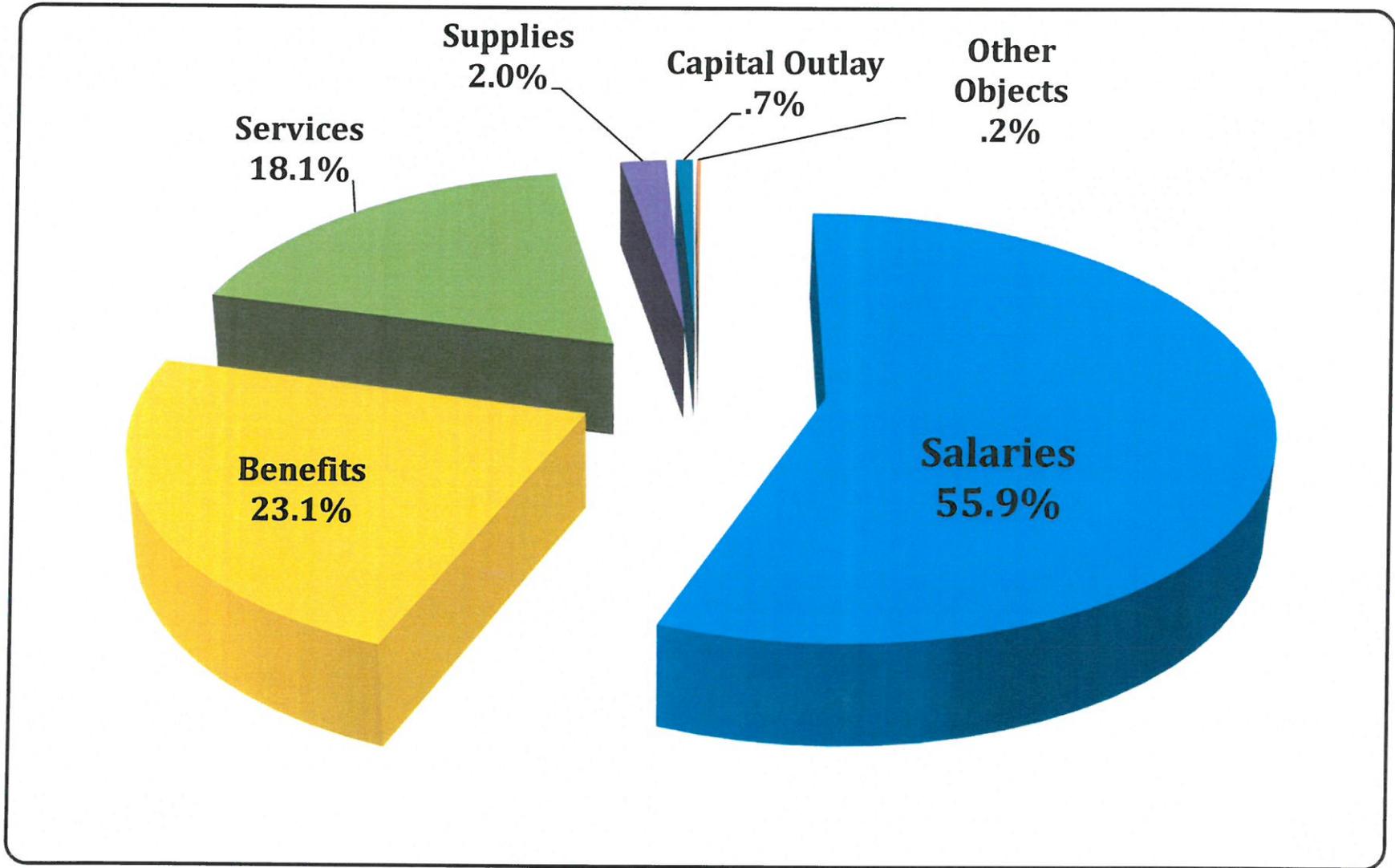
Fiscal Year to Date (FYTD) Revenue by the Numbers (\$37.5)



Expenditures by the Numbers

February			
		\$	%
FY21 Forecast	FY21 Actual	Variance	Variance
\$4,681,665	\$4,191,635	(\$490,030)	-11.69%

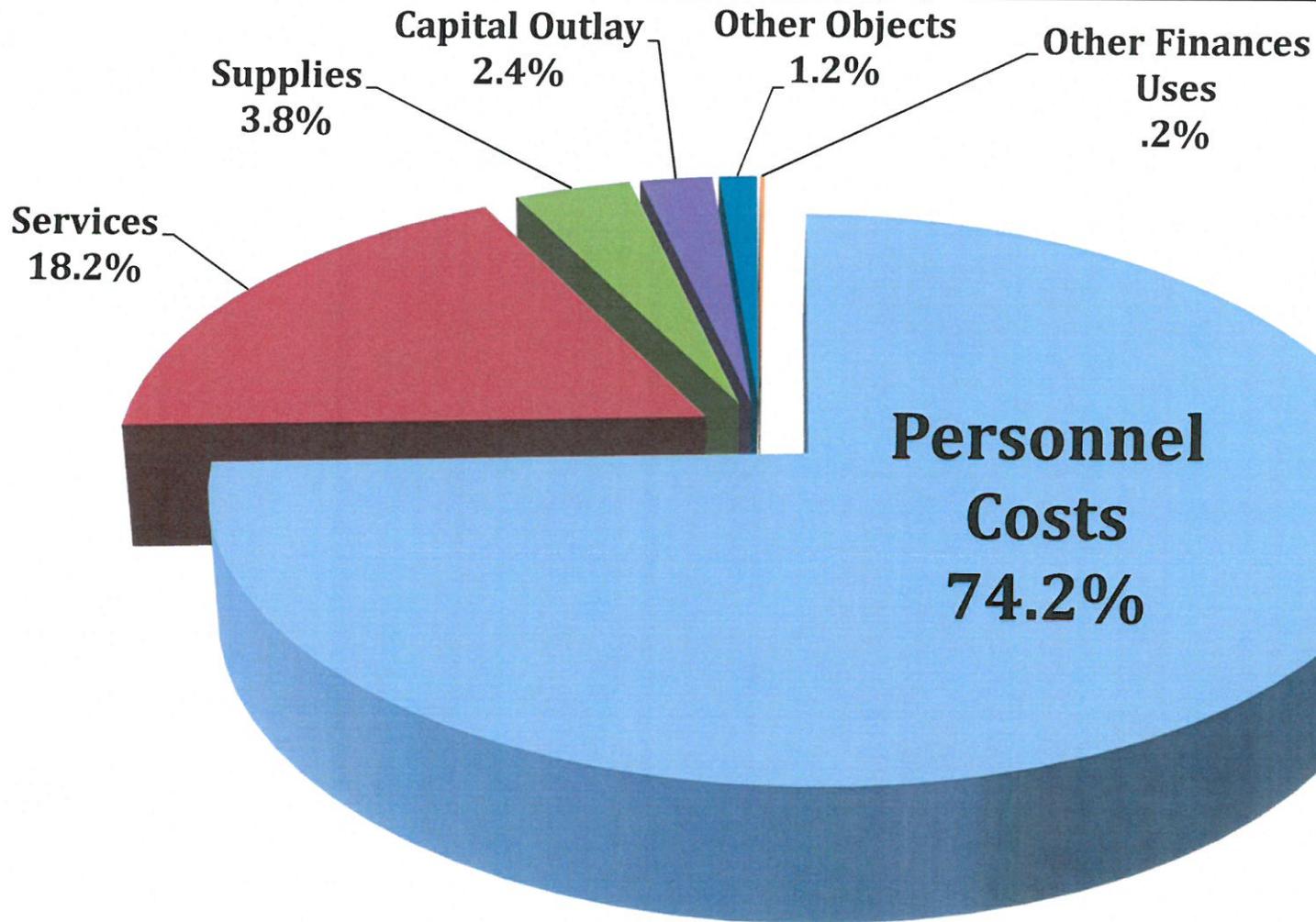
February Expenditures = \$4.2M



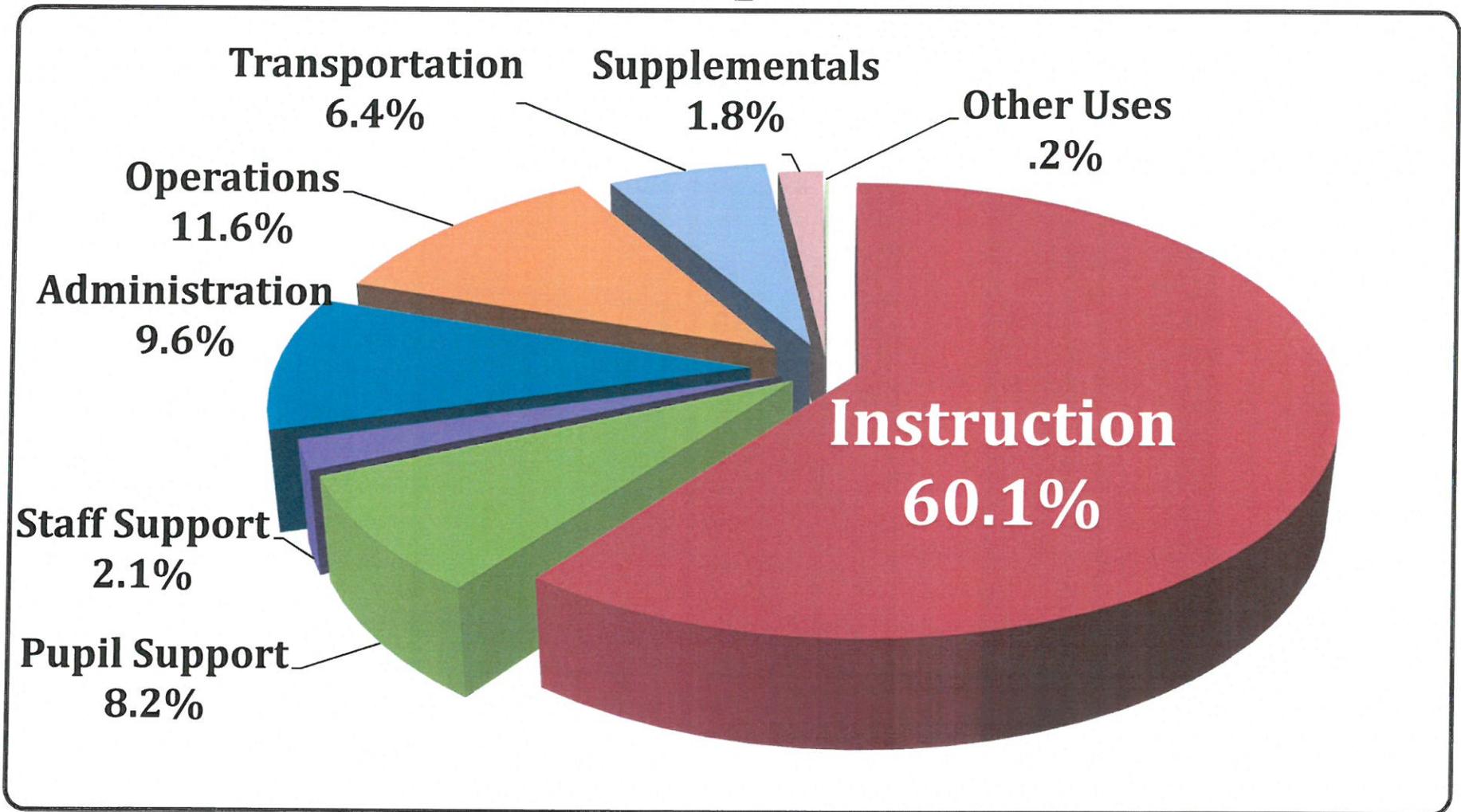
Fiscal Year to Date Expenditures by the Numbers

July 1 to February 28, 2021			
		\$	%
FY21 Forecast	FY21 Actual	Variance	Variance
\$34,594,708	\$33,880,932	(\$713,776)	-2.11%

FYTD Expenditures - \$33.9M

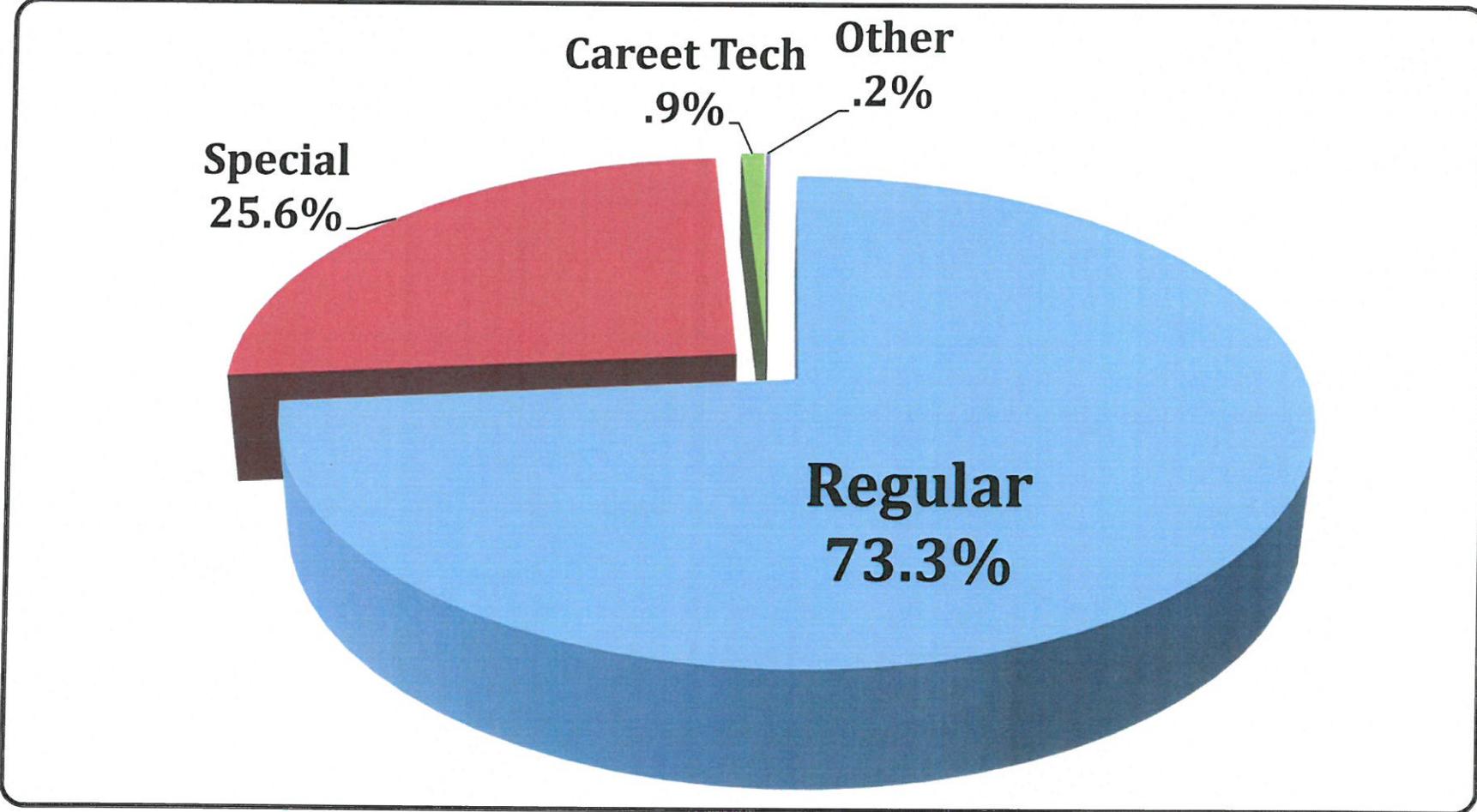


Alternate View of Expenditures = \$33.9M



Each category includes salaries, benefits, services, supplies, capital outlay and other objects.

FYTD Instruction Costs = \$20.3M



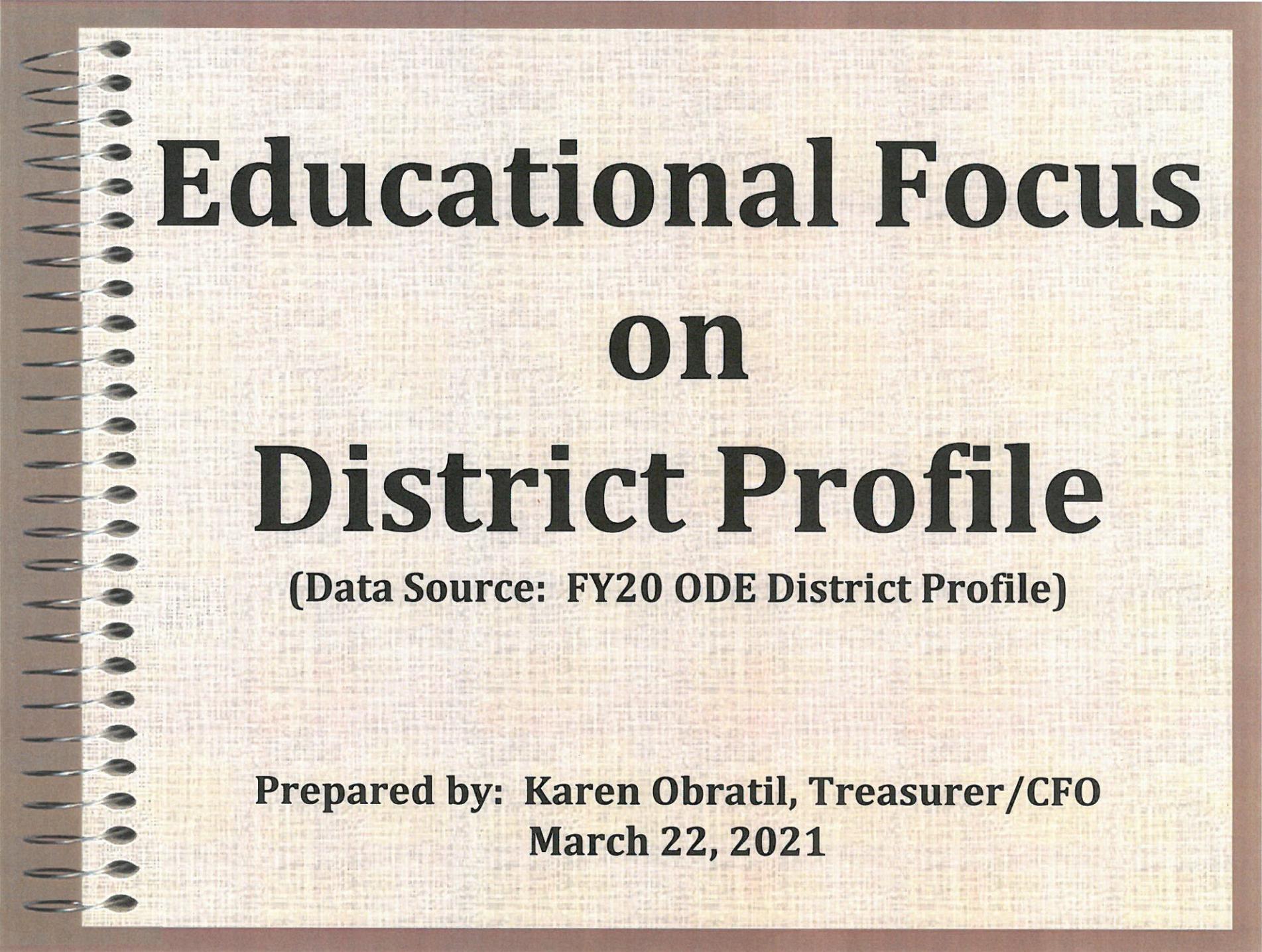
Regular	\$14,919,247	Career Tech	\$182,300
Special	\$5,211,636	Other	\$36,653

Bottom Line

Fiscal Year End Cash Balances

2/28/2021

			FY21 Forecast to FY21 Actual	
	FY21 Forecast	FY21 Actual	\$ Change	% Change
Revenue	\$36,103,396	\$37,481,318	\$1,377,922	3.68%
Expenditures	34,594,708	33,880,932	(713,776)	-2.11%
Excess of Revenue over Expenditures	1,508,688	3,600,386		
Beg. Cash Balance	15,095,534	15,095,534		
Ending Cash Balance	16,604,222	18,695,920	2,091,698	
Outstanding P.O.s	(4,738,365)	(4,738,365)		
Unencumbered Balance	\$11,865,857	\$13,957,555	\$2,091,698	

The image shows the cover of a spiral-bound notebook. The cover is a light beige color with a fine, woven texture. A silver metal spiral binding is visible along the left edge. The text is centered on the cover in a bold, black, serif font. The main title is "Educational Focus on District Profile". Below the title, in a smaller font, is the text "(Data Source: FY20 ODE District Profile)". At the bottom of the cover, it says "Prepared by: Karen Obratil, Treasurer/CFO" and "March 22, 2021".

Educational Focus on District Profile

(Data Source: FY20 ODE District Profile)

**Prepared by: Karen Obratil, Treasurer/CFO
March 22, 2021**

FY20 SIMILAR DISTRICTS

District	County
Brecksville-Broadview Hts. City	Cuyahoga
Copley-Fairlawn City	Summit
Green Local	Summit
Jackson Local	Stark
Kings Local	Warren
Mayfield City	Cuyahoga
Medina City	Medina
Milford Exempted Village	Clermont
Monroe Local	Butler
North Canton City	Stark
North Ridgeville City	Lorain
North Royalton City	Cuyahoga
Olmsted Falls City	Cuyahoga
Riverside Local	Lake
Stow-Munroe Falls City	Summit
Strongsville City	Cuyahoga
Sylvania City	Lucas
Tallmadge City	Summit
Twinsburg City	Summit
Westlake City	Cuyahoga

ADM - Average Daily Membership

Sylvania City	7,962.52
Medina City	6,876.96
Milford Exempted Village	6,531.43
Jackson Local	5,951.19
Strongsville City	5,559.14
Stow-Munroe Falls City	5,013.01
Kings Local	4,711.88
North Ridgeville City	4,554.77
Riverside Local	4,440.59
North Canton City	4,209.37
Green Local	4,197.21
North Royalton City	4,111.10
Twinsburg City	4,096.04
Mayfield City	3,968.22
Brecksville-Broadview Hts. City	3,769.22
NORDONIA HILLS CITY	3,679.52
Olmsted Falls City	3,594.93
Westlake City	3,402.43
Monroe Local	2,910.42
Copley-Fairlawn City	2,860.17
Tallmadge City	2,604.18

Percent of Adults with College Degree

North Canton City	57.9
Monroe Local	57.0
Kings Local	55.3
Medina City	53.9
Copley-Fairlawn City	53.1
Jackson Local	52.8
Milford Exempted Village	51.5
Green Local	51.3
Stow-Munroe Falls City	51.2
NORDONIA HILLS CITY	46.1
Brecksville-Broadview Hts. City	46.1
Mayfield City	45.8
Olmsted Falls City	45.4
Strongsville City	44.7
Riverside Local	42.8
Sylvania City	42.6
Twinsburg City	37.8
North Royalton City	36.8
Westlake City	35.1
Tallmadge City	34.4
North Ridgeville City	33.5

% OF ECONOMICALLY DISADVANTAGED

North Ridgeville City	25.63
North Royalton City	25.42
Westlake City	23.32
Medina City	23.14
Milford Exempted Village	22.83
Twinsburg City	22.03
Stow-Munroe Falls City	20.60
Riverside Local	19.88
Olmsted Falls City	19.08
Brecksville-Broadview Hts. City	18.85
Tallmadge City	18.37
Jackson Local	18.30
NORDONIA HILLS CITY	17.64
Sylvania City	17.55
Green Local	17.30
Mayfield City	17.23
North Canton City	16.02
Copley-Fairlawn City	15.97
Kings Local	15.35
Strongsville City	14.40
Monroe Local	10.75

TY2018 Adjusted Median Income

Monroe Local	\$50,883
Kings Local	\$50,757
North Canton City	\$50,573
Green Local	\$49,073
Copley-Fairlawn City	\$47,762
Jackson Local	\$47,506
Tallmadge City	\$46,939
NORDONIA HILLS CITY	\$46,494
North Ridgeville City	\$46,292
Stow-Munroe Falls City	\$45,918
North Royalton City	\$45,878
Olmsted Falls City	\$45,440
Sylvania City	\$45,017
Brecksville-Broadview Hts. City	\$44,380
Medina City	\$44,285
Strongsville City	\$43,960
Milford Exempted Village	\$43,826
Twinsburg City	\$43,138
Mayfield City	\$42,883
Riverside Local	\$40,561
Westlake City	\$39,522

Assessed Property Values per Pupil

Westlake City	\$468,236
Mayfield City	\$352,547
Copley-Fairlawn City	\$319,220
Brecksville-Broadview Hts. City	\$300,944
North Royalton City	\$292,889
Strongsville City	\$292,372
NORDONIA HILLS CITY	\$278,242
Jackson Local	\$266,439
Riverside Local	\$252,720
Twinsburg City	\$226,199
Medina City	\$218,101
North Ridgeville City	\$206,370
Kings Local	\$202,145
Green Local	\$200,316
Stow-Munroe Falls City	\$198,887
Sylvania City	\$197,922
North Canton City	\$194,967
Tallmadge City	\$169,793
Milford Exempted Village	\$166,580
Olmsted Falls City	\$162,204
Monroe Local	\$127,787

Inside Mills

North Ridgeville City	6.10
Westlake City	5.80
Strongsville City	5.60
Tallmadge City	5.40
North Canton City	5.30
Monroe Local	5.16
Kings Local	5.13
Copley-Fairlawn City	5.10
Mayfield City	5.02
North Royalton City	5.00
Olmsted Falls City	5.00
Sylvania City	5.00
NORDONIA HILLS CITY	4.97
Twinsburg City	4.97
Jackson Local	4.80
Riverside Local	4.80
Stow-Munroe Falls City	4.74
Brecksville-Broadview Hts. City	4.69
Medina City	4.30
Milford Exempted Village	3.80
Green Local	0.60

SUMMIT EDUCATIONAL SERVICE CENTER AUXILIARY SERVICES AGREEMENT

This AGREEMENT is entered into this 4 day of March 2021, between **St. Barnabas Catholic School** (hereinafter referred to as the "Auxiliary School")/**Nordonia Hills City School District** (Fiscal Agent) and the **Summit Educational Service Center Governing Board**, Cuyahoga Falls, Ohio (hereinafter referred to as the "ESC Board").

The ESC Board shall provide the following auxiliary services personnel (hereinafter referred to as "the Service") to be reimbursed in full from funding sources held by the affiliated public-school district, or other auxiliary school source of funds on receipt of invoice.

1. The ESC Board shall provide employment services during the **2021-22** school year, at the cost of salary and fringe benefits, plus any other costs as defined in paragraph 3 and paragraph 4 below, incurred in the employment of the individual(s) upon written request of the District Superintendent or Designee.
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 to the Service Provider by the ESC Board shall be agreed upon between the auxiliary school and the ESC Board, and the auxiliary school shall reimburse the ESC Board for said compensation by the end of the term indicated above in paragraph 1.
3. The ESC Board shall provide the Service Provider any and all fringe benefits – including, but not limited to, vacation leave, vacation credit, vacation credit compensation, sick leave, severance, paid holiday, personal, and any other fringe benefit provided by the ESC Board – for which the Service Provider qualifies under ESC Board policies as may be amended from time to time, ESC Board administrative guidelines as may be amended from time to time, any and all applicable ESC Board job description(s) as may be amended from time to time, any and all employment contracts as may be amended from time to time, and any and all applicable state and federal laws.
4. The Auxiliary School and/or the Public School District shall promptly reimburse the ESC Board from any available funds for any and all fringe benefits – including, but not limited to, vacation leave, vacation credit, vacations credit compensation, sick leave, paid holiday leave, personal leave, severance, unemployment compensation and any other fringe benefit provided by the ESC Board – paid by the ESC Board to the Service Provider or incurred by the ESC Board in connection with the provision of the Service. The Auxiliary School shall pay a fiscal fee of 9% 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 Auxiliary School, in accordance with ESC policy and as approved by the Superintendent; and the Auxiliary School shall reimburse the ESC Board for said reimbursement.
6. The ESC Board shall assign the Service Provider exclusively to the Auxiliary School during the term specified in paragraph 1, above.

7. The Auxiliary School 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 Auxiliary School.
8. The Auxiliary School shall pay any legal expenses incurred by either party as a result of the arrangement envisioned by this Agreement, including but not limited to claims or causes of action asserted by: 1) the Service Provider, for instance in connection with his/her employment, 2) a parent, for instance in connection with the adequacy of services provided to his/her child; and/or 3) another individual or entity that is not a party to this Agreement. However, the Auxiliary School shall pay only its own legal expenses when such legal expenses are the result of a claim or cause of action asserted by the Auxiliary School against the ESC Board or by the ESC Board against the Auxiliary School.
9. The Summit ESC 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 unless otherwise requested.
10. The Auxiliary School 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 Auxiliary School, including but not limited to, reporting procedures and working conditions.
13. The Service Provider shall follow the Auxiliary School's policies with respect to calamity days.
14. The Service Provider shall report times worked in the manner prescribed by the Auxiliary School and the ESC Board and complete the necessary ESC Board forms when necessary.
15. The Service Provider agrees that in the event that the federal, state and local contracts under which the Summit Educational Service Center operates do not receive funding, the ESC Board shall be entitled to be released from the obligations of this contract upon written notice to the Auxiliary School. Said notice shall be in writing and sent by certified mail, return receipt requested.

St. Barnabas Catholic School

(Auxiliary School)

By: *Elena Petaxeni*
 Title: Principal
 Date: 3/4/2021

Summit Educational Service Center

Governing Board

By: _____
 Title: President of ESC Governing Board
 Date: _____

Nordonia Hills City School District

(Fiscal Agent)

By: _____
 Title: _____
 Date: _____

By: _____
 Title: Treasurer of ESC Governing Board
 Date: _____