# Board of Education of the Rocky River City School District

# RESOLUTIONS

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# Board of Education of the Rocky River City School District

# RESOLUTIONS

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## Board of Education of the Rocky River City School District

The Board of Education of the Rocky River City School District, Cuyahoga County, Ohio, met in Regular Session on March 15, 2012 at 7:00 p.m. in the Board Room at the Board of Education Offices. A digital recording was made of this meeting and is on file in the Office of the Treasurer.

President Kathleen Gopefert presiding

Guests and visitors are requested to sign the Visitors' Register. In accordance with Bylaw 0169.1: Public Participation at Board Meetings, those wishing to address the Board are required to complete the Bylaw 0169.1 Form and submit it to the Superintendent or President of the Board prior to the start of the meeting. Thank you.

#### CALL TO ORDER

#### ROLL CALL

PRESENT - Dr. Fancher, Ms. Goepfert, Mr. Milano, Mrs. Rounds, Mr. Swartz

#### PLEDGE OF ALLEGIANCE

#### RESOLUTION TO ADOPT AGENDA

Resolution No. 64-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that it hereby adopts this agenda, including any addendum attached hereto, for the March 15, 2012 meeting.

Board Member	Vote
Jon Fancher	Second
Kathy Goepfert	Aye
Jay Milano	Aye
Jean Rounds	Aye
Scott Swartz	Move

The resolution was adopted 5-0.

#### **REPORTS**

Building Report - Goldwood: Mrs. Kelly; Mrs. Davis & Students; iPad Presentation

#### ORAL AND WRITTEN COMMUNICATIONS

In accordance with Bylaw 0169.1 Public Participation at Board meetings, residents, students, staff, and invited guests are welcomed by the President of the Board or the Superintendent to address the Board at this time.

# Board of Education of the Rocky River City School District

#### RESOLUTION TO APPROVE MINUTES OF PRECEDING MEETINGS

Resolution No. 64.1-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Minutes of the Preceding Meetings held on February 8, 2012 (special meeting), February 8, 2012 (committee meeting) be approved.

Board Member	Vote
Jon Fancher	Second
Kathy Goepfert	Aye
Jay Milano	Move
Jean Rounds	Aye
Scott Swartz	Aye

The resolution was adopted 5-0.

#### RESOLUTION TO APPROVE MINUTES OF PRECEDING MEETING

Resolution No. 64.2-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Minutes of the February 16, 2012 Board Meeting be approved.

Board Member	Vote
Jon Fancher	Abstain
Kathy Goepfert	Second
Jay Milano	Aye
Jean Rounds	Abstain
Scott Swartz	Move

The resolution was adopted 3 - 0 with 2 abstained.

**COMMITTEE AND REPRESENTATIVE REPORTS** - "Highlights" of the Committee of the Whole Meeting are available at <a href="https://www.rrcs.org">www.rrcs.org</a>.

#### FINANCE COMMITTEE - Mr. Swartz

Mr. Swartz recapped highlights of the Finance Committee Meeting held just prior to the meeting this evening.

# Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE FINANCIAL STATEMENT AND INTRAFUND TRANSFERS FOR GENERAL ACCOUNTING IN THE AMOUNT OF \$412,862.04 FOR FEBRUARY 29, 2012 (EXHIBIT A)

Resolution No. 64.3-12

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Aye
Jean Rounds	Aye
Scott Swartz	Move

The resolution was adopted 5-0.

RESOLUTION TO AMEND APPROPRIATION FOR ALL FUNDS AS OF FEBRUARY 29, 2012 IN THE AMOUNT OF \$68,324,378 (EXHIBIT B)

Resolution No. 64.4-12

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Aye
Jean Rounds	Aye
Scott Swartz	Move

The resolution was adopted 5-0.

RESOLUTION TO APPROVE THEN AND NOW CERTIFICATE (EXHIBIT C)

Resolution No. 64.5-12

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Aye
Jean Rounds	Aye
Scott Swartz	Move

# Board of Education of the Rocky River City School District

#### RESOLUTION TO APPROVE RETIREMENTS AND RESIGNATIONS

Resolution No. 65-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the following resignations be approved:

Name	Position	<u>Effective</u>
*Leah Black	Softball, Asst., HS	3/14/2012
*Roger Black	Softball, Head, HS	3/14/2012
Patricia Kelly	Lunch Monitor, GPS	3/14/2012
*Marissa Lange	Teacher	3/10/2012
Courtney Roberts	Teacher	2/27/2012
Shannon Straka	Teacher	2/29/2012

Board Member	Vote
Jon Fancher	Second
Kathy Goepfert	Aye
Jay Milano	Aye
Jean Rounds	Aye
Scott Swartz	Move

The resolution was adopted 5-0.

### RESOLUTION TO APPROVE APPOINTMENTS<sup>1</sup>

Resolution No. 66-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the following appointments be approved:

Name	Position/Classification	<u>Effective</u>	Rate of Pay
*Elizabeth Landers	Tutor-Home Instructionas needed	3/8/12	PR F, Step 12

# Board of Education of the Rocky River City School District

## Supplemental Duty Appointments for 2011-12 School Year

Name	Position/Classification	Rate of Pay
*Noah Bill²	LaCrosse, Asst., Boys, HS	\$2,875
*Ted Dimond <sup>2</sup>	LaCrosse, Asst., Boys, HS	\$2,875
*Brian Karalunas²	LaCrosse, Asst., Boys, HS	\$3,451
*Leah Black <sup>2</sup>	Softball, Head, HS	\$5,275
*Roger Black <sup>2</sup>	Softball, Asst., HS	\$3,447

## **Occasionals**

Susan Quinn Jacqueline Vaudrin

## **Substitute Teachers**

Erin Austin Paul Ferguson

- 1. Employment conditional upon receipt of a negative drug test screening & satisfactory criminal reference check.
- 2. No certified employees expressed an interest in these positions which are being filled by qualified individuals.

Board Member	Vote
Jon Fancher	Move
Kathy Goepfert	Aye
Jay Milano	Aye
Jean Rounds	Aye
Scott Swartz	Second

MA, Step 3

# **Minutes**

# Board of Education of the Rocky River City School District RESOLUTION TO APPROVE ADJUSTMENTS IN SALARY, ASSIGNMENT AND RATE OF

Resolution No. 67-12

Dana Judson

**PAY** 

BE IT RESOLVED by the Board of Education of the Rocky River City School District that adjustments in salary, assignments and rate of pay be approved:

3/16/12

<u>Name</u> <u>Reason</u> <u>Effective</u> <u>Adjusted Rate of Pay</u>

Board Member	Vote
Jon Fancher	Second
Kathy Goepfert	Aye
Jay Milano	Aye
Jean Rounds	Move
Scott Swartz	Aye

New Degree

The resolution was adopted 5-0.

#### RESOLUTION TO APPROVE CHANGE MANAGEMENT ITEMS (EXHIBIT D)

Resolution No. 68-12

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Aye
Jay Milano	Move
Jean Rounds	Aye
Scott Swartz	Second

# Board of Education of the Rocky River City School District

RESOLUTION TO AUTHORIZE THE SUPERINTENDENT OR DESIGNEE TO BEGIN THE BIDDING PROCESS FOR CONTRACTS RELATED TO THE GOLDWOOD PRIMARY SCHOOL ADDITION AND RENOVATION PROJECT (EXHIBIT E)

Resolution No. 69-12

Board Member	Vote
Jon Fancher	Second
Kathy Goepfert	Aye
Jay Milano	Move
Jean Rounds	Aye
Scott Swartz	Aye

The resolution was adopted 5-0.

RESOLUTION TO AUTHORIZE THE SUPERINTENDENT OR DESIGNEE TO BEGIN THE BIDDING PROCESS FOR THE AUDITORIUM SOUND SYSTEM CONTRACT RELATED TO THE ROCKY RIVER HIGH SCHOOL ADDITIONS AND RENOVATION PROJECT (EXHIBIT F)

Resolution No. 70-12

Board Member	Vote	
Jon Fancher	Second	
Kathy Goepfert	Aye	
Jay Milano	Move	
Jean Rounds	Aye	
Scott Swartz	Aye	

The resolution was adopted 5-0.

RESOLUTION TO APPROVE INTERNATIONAL BACCALAUREATE DIPLOMA PROGRAMME (IB-DP) CONSORTIUM AGREEMENT (EXHIBIT G)

Resolution No. 71-12

Board Member	Vote
Jon Fancher	Second
Kathy Goepfert	Aye
Jay Milano	Aye
Jean Rounds	Move
Scott Swartz	Aye

# Board of Education of the Rocky River City School District

# RESOLUTION TO APPROVE PROJECT MANAGEMENT CONSULTANTS LLC (PMC) CONTRACT (EXHIBIT H)

Resolution No. 72-12

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Aye
Jay Milano	Move
Jean Rounds	Aye
Scott Swartz	Second

The resolution was adopted 5-0.

RESOLUTION TO APPROVE PROPOSAL FROM WINDSTREAM COMMUNICATIONS FOR PRI/LOCAL AND LONG DISTRANCE SERVICE FOR A 36 MONTH PERIOD THROUGH THE FEDERAL eRATE PROGRAM AS ON FILE WITH THE TREASURER

Resolution No. 73-12

BE IT RESOLVED by the Board of Education of the Rocky River city School District that the resolution to approve the Proposal from Windstream Communications for PRA/Local and Long Distance Service for a 36 Month Period through the Federal eRate Program as on file with the Treasurer be approved:

Board Member	Vote
Jon Fancher	Second
Kathy Goepfert	Aye
Jay Milano	Aye
Jean Rounds	Aye
Scott Swartz	Move

# Board of Education of the Rocky River City School District

#### RESOLUTION TO ACCEPT GIFTS TO SCHOOLS

Resolution No. 74-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that, in accordance with **Board Policy 7230** – **Public Gift**, the following be and the same is hereby accepted as an absolute and unconditional gift to the Board without any restrictions or reservations as to the future use thereof.

Donna Thomas: A donation in the amount of \$500.00 to be used for any 8<sup>th</sup>

Grade student(s) who may require financial assistance in

order to attend the 2012 Washington DC class trip.

Girl Scouts of Lake Erie

Troop #312:

A donation in the amount of \$310.55 to help with the cost of trees to be planted on the Rocky River High School site upon completion of the construction project.

Goldwood Staff Members:

Amy Baruxes, Anne Davis
Debbie Flynn, Ruth Haggerty,
Betsy Lanzen, Sarah Masterson,
Diane Nahorn, JoAnn Post,
Christine Schauer, Judith Sperli,
Kara Truhan, Janine Walsh

Donations totaling \$325.00 to be used by the Goldwood

Angel Fund.

Scholastic Books:

A donation of \$1,006.55 earned through the Spring Scholastic 2012 Book Fair "One For Books" Program, to

Purchase books for the Kensington library.

Board Member	Vote
Jon Fancher	Second
Kathy Goepfert	Aye
Jay Milano	Aye
Jean Rounds	Aye
Scott Swartz	Move

The resolution was adopted 5-0.

### OTHER BUSINESS

Other

# Board of Education of the Rocky River City School District

# RESOLUTION TO RECESS TO EXECUTIVE SESSION TO DISCUSS MATTERS OF PERSONNEL

Resolution No. 75-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that it hereby go to Executive Session to Discuss Matters of Personnel at 7:44 p.m.

Board Member	Vote
Jon Fancher	Second
Kathy Goepfert	Aye
Jay Milano	Aye
Jean Rounds	Aye
Scott Swartz	Move

The resolution was adopted 5-0.

## RESOLUTION TO RECONVENE TO THE REGULAR BOARD OF EDUCATION MEETING

Resolution No. 76-12

BE IT RESOVED by the Board of Education of the Rocky River City School District that it hereby reconvene to the Regular Board Session.

Board Member	Vote
Jon Fancher	Move
Kathy Goepfert	Aye
Jay Milano	Second
Jean Rounds	Aye
Scott Swartz	Ave

Date	March	15	2012
Date	maich	ıυ,	2012

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# **Minutes**

# Board of Education of the Rocky River City School District

## RESOLUTION TO ADJOURN

Resolution No. 77-12

BE IT RESOLVED by the Board of Education of the Rocky river City School District that it hereby adjourn at 8:40 p.m.

Board Member	Vote
Jon Fancher	Move
Kathy Goepfert	Aye
Jay Milano	Second
Jean Rounds	Aye
Scott Swartz	Aye

President		

# ROCKY RIVER CITY SCHOOLS Financial Report by Fund FINANCIAL REPORT FOR FEBRUARY 2012

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
	nd 001 - GENERAL: 8,600,081.63 26		2,648,672.06	20,116,048.46	8,954,483.76	884,149.31	8,070,334.45
	nd 002 - BOND RETI 1,373,670.80	REMENT: 3,890,970.30	0.00	4,025,350.53	3,102,435.57	0.00	3,102,435.57
TOTAL FOR Fur 25,536.92	nd 003 - PERMANENT 13,602.87	IMPROVEMENT: 108,828.28	0.00	140,172.52	5,807.32-	17,994.40	23,801.72-
TOTAL FOR Fur 38,771,815.75	nd 004 - BUILDING: 21,373.34	246,152.18	947,902.30	9,136,038.32	29,881,929.61	23,189,027.05	6,692,902.56
TOTAL FOR Fur 81,659.41	nd 006 - FOOD SERV 40,066.10		36,010.93	263,918.60	76,542.56	43,490.72	33,051.84
	nd 007 - SPECIAL T 1,000.00	TRUST: 2,720.00	118.82	5,493.15	45,803.23	226.30	45,576.93
TOTAL FOR Fur 22,879.96	nd 009 - UNIFORM S 298.50	SCHOOL SUPPLIES 24,978.21	: 1,436.18	27,349.55	20,508.62	0.00	20,508.62
TOTAL FOR Fur 124,912.29	nd 011 - ROTARY-SE 2,992.99	PECIAL SERVICES 187,351.73	: 13,673.51	143,549.72	168,714.30	24,524.86	144,189.44
TOTAL FOR Fur 80,874.26	nd 018 - PUBLIC SC 2,094.06	CHOOL SUPPORT: 54,229.68	4,454.34	33,789.31	101,314.63	18,003.47	83,311.16
TOTAL FOR Fur 10,440.66	nd 019 - OTHER GRA 310.55		2,811.85	15,276.49	10,311.39	335.17	9,976.22
TOTAL FOR Fur	nd 024 - EMPLOYEE 0.00	BENEFITS SELF 0.00	INS.: 0.00	0.00	0.00	0.00	0.00
	nd 200 - STUDENT M 30,149.15	MANAGED ACTIVIT 91,579.91	y: 5,966.30	44,799.64	158,640.95	9,453.36	149,187.59
TOTAL FOR Fur 23,836.88	nd 300 - DISTRICT 11,919.87	MANAGED ACTIVITION 161,417.60	TY: 23,338.14	224,760.83	39,506.35-	57,021.17	96,527.52-
TOTAL FOR Fur 25,520.41	nd 401 - AUXILIARY 20.33	SERVICES: 664,027.89	64,388.03	623,512.14	66,036.16	281,523.88	215,487.72-
TOTAL FOR Fur 4,281.43	nd 432 - MANAGEMEN 0.00	T INFORMATION 0.00	SYSTEM 0.00	4,281.43	0.00	0.00	0.00
TOTAL FOR Fur	nd 440 - ENTRY YEA	AR PROGRAMS: 0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT

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# ROCKY RIVER CITY SCHOOLS Financial Report by Fund FINANCIAL REPORT FOR FEBRUARY 2012

Begin Balance MTD	Receipts 1	FYTD Receipts Ex	MTD penditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund 451	-	-		_			
3,000.00		,600.00	0.00	3,267.37	3,332.63	3,332.63	0.00
TOTAL FOR Fund 452							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 504 0.00			7,887.28	50,953.10	9,953.10-	0.00	9,953.10-
TOTAL FOR Fund 506 0.00	0.00 THE TO	O.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 516 33,909.27- 51	5 - IDEA PART B G 1,847.03 482		69,955.06	469,949.22	21,428.68-	225,816.16	247,244.84-
TOTAL FOR Fund 532	2 - FISCAL STABIL: 0.00	IZATION FUND: 0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 551 264.23-		SH PROFICIENCY ,805.92	7,540.04	14,996.78	7,455.09-	405.08	7,860.17-
TOTAL FOR Fund 572 1,810.13			RE 17,962.47	121,388.82	22,068.68-	6,094.24	28,162.92-
TOTAL FOR Fund 584	- DRUG FREE SCHO	OOL GRANT FUND	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 587		L-HANDICAPPED: ,623.80	0.00	9,501.66	122.14	0.00	122.14
TOTAL FOR Fund 590		CHER QUALITY:	339.81	40,847.91	2,447.91-	8,642.37	11,090.28-
TOTAL FOR Fund 599	- MISCELLANEOUS 0.00	FED. GRANT FU 0.00	ND 209.95	209.95	209.95-	1,139.36	1,349.31-
GRAND TOTALS: 44,848,749.32 10,149	9,512.17 33,148	,004.65 3,8	52,667.07 3	5,515,455.50	42,481,298.47	24,771,179.53	17,710,118.94

# ROCKY RIVER CITY SCHOOL DISTRICTS SUMMARY OF INVESTMENTS AND CASH BALANCES As of February 29, 2012

## INVESTMENTS:

INVESTMENTS	<u>i:</u>	Purchase <u>Date</u>	Maturity <u>Date</u>		Cost/ Balance	Par Amount	Rate/Yield
Operating Fund STAR Ohio	<u>ds</u>		Daily	\$	385.05		0.040%
Huntington Bank Tri State CDAR Huntington Bank	S***	3/3/2011 1/12/2012 4/1/2011	3/1/2012 1/10/2013 4/14/2013	\$ \$ \$	500,000.00 1,000,000.00 750,000.00	\$ 500,000.00 \$ 1,000,000.00 \$ 750,000.00	0.290% 1.094% 0.84%
^ Callable 4/4/12 ***50/50 investn	2, continuously thereafter nent required						
	Subtotal			\$	2,250,385.05	\$ 2,250,000.00	0.831%
	Charter One MRA Huntington PNC MMA Tri-State*** (50/50) Fifth Third Escrow Bond Issue investments* Subtotal  ***50/50 investment required		Daily Daily Daily Daily Daily Daily	\$ \$ \$ \$ \$ \$ \$	4,301.32 2,831,950.34 6,071,107.22 1,000,000.00 90,622.87 28,055,568.23 38,053,549.98		0.000% 0.020% 0.200% 0.000% 0.250% 0.465% 0.376%
Total Investmen	nts			\$	40,303,935.03	•	0.402%
CASH: Demand Deposition Petty Cash and	it Accounts - Net Change Funds			\$	2,175,478.44 1,885.00		
Sub-Total				\$	2,177,363.44		
Total Investme	nts and Cash			\$	42,481,298.47		

<sup>\*</sup> See next page for detail

# ROCKY RIVER CITY SCHOOL DISTRICTS SUMMARY OF BOND ISSUE INVESTMENTS AND CASH BALANCES As of February 29, 2012

#### **INVESTMENTS:**

	Purchase	Maturity	Cost/		
	<u>Date</u>	<u>Date</u>	<u>Balance</u>	Par Amount	Rate/Yield
INVESTMENT TYPE/ISSUE					
Comm Paper - Citigroup - QSCB's - Huntington	10/28/2011	3/12/2012	\$ 1 00E 466 67	\$ 2 000 000 00	0.520%
1 0 1			1,995,466.67	 2,000,000.00	
Comm Paper - Citigroup - BAB's - Huntington	10/28/2011	4/5/2012	\$ 2,991,066.67	\$ 3,000,000.00	0.670%
Tri State CDARS*** - BAB's - Tri State Commercial Bank	4/14/2011	4/12/2012	\$ 250,000.00	\$ 250,000.00	1.489%
Comm Paper - Citigroup - BAB's - Huntington	10/28/2011	4/25/2012	\$ 2,989,950.00	\$ 3,000,000.00	0.670%
Tri State CDARS*** - BAB's - Tri State Commercial Bank	6/30/2011	6/28/2012	\$ 750,000.00	\$ 750,000.00	1.292%
FHLB^ - BAB's - Citigroup	7/14/2011	7/25/2012	\$ 1,000,000.00	\$ 1,000,000.00	0.350%
Huntington CDARS - BAB's	9/8/2011	9/6/2012	\$ 1,000,000.00	\$ 1,000,000.00	0.359%
FHLB - BAB'S - Citigroup Global Mkts	5/27/2011	9/14/2012	\$ 1,017,504.00	\$ 1,000,000.00	0.308%
FFCB - BAB's - G.X. Clarke & Co.	12/9/2011	4/25/2013	\$ 801,402.67	\$ 800,000.00	0.232%
Tri State CDARS*** - BAB's - Tri State Commercial Bank	1/12/2012	1/10/2013	\$ 500,000.00	\$ 500,000.00	1.094%
FHLB - BAB's - G.X. Clarke & Co.	1/11/2012	1/11/2013	\$ 2,000,000.00	\$ 2,000,000.00	0.280%
FFCB** - TE's - Huntington	6/6/2011	6/6/2013	\$ 999,950.00	\$ 1,000,000.00	0.670%
FHLB - BAB's - Huntington	12/9/2011	6/7/2013	\$ 2,000,338.89	\$ 2,000,000.00	0.340%
FFCB ## - TE's - Huntington	7/5/2011	7/5/2013	\$ 500,000.00	\$ 500,000.00	0.570%
FHLB* - TE's - Citigroup	6/28/2011	9/27/2013	\$ 1,000,000.00	\$ 1,000,000.00	0.700%
Subtotal			\$ 19,795,678.90	\$ 19,800,000.00	0.558%

#### BANKS/ISSUE

First Federal of Lakewood - TE's	Doily	φ	611 071 01	0.3500/
First Federal of Lakewood - 1ES	Daily	Ф	611,071.21	0.350%
First Federal of Lakewood - BAB's	Daily	\$	4,049,857.22	0.350%
PNC - BAB's	Daily	\$	495,874.96	0.200%
PNC - QSCB's	Daily	\$	1,372,163.63	0.200%
Star Ohio - Bldg. Fund BAB's	Daily	\$	230,922.31	0.040%
Tri-State*** - BAB's (50/50)	Daily	\$	1,500,000.00	0.000%
Subtotal		\$	8,259,889.33	0.244%

<sup>\*\*\*50/50</sup> investment required

Note: The maximum balance available to be on deposit with First Federal of Lakewood is \$5,000,000 per their requirements contained in the current depository agreement with them.

\$ 28,055,568.23 **Total Investments** 0.465%

<sup>\*</sup> Callable 6/27/12, one-time only # Callable 7/20/11, monthly thereafter \*\* Callable 6/6/12, continuous thereafter

<sup>\*\*\*50/50</sup> investment required

<sup>^</sup> Callable 10/14/11, quarterly thereafter

<sup>##</sup> Callable 7/5/12, continuous thereafter

Rocky River City School District Appropriation Summary as of February 29, 2012 - All Funds With Certified Resources For FY 2012 To Date

									Add/(Reduce) Amount	
	USAS	Budget	Net Changes	Revised Budget		Total Expendable	Certificate of Estimated	Resources Over/(Under)	of "Other Sources" on	Revised Est. Resources
Fund Name	Fund No.	as of 1/31/12	February 2012	as of 2/29/12	P/Y Encumbrances	as of 2/29/12	Resources - Amendment #10	Revised Budget	Amendment #10	Amendment #11
General Fund	001	31,875,117.10	\$38,873	\$31,913,990	\$380,853	\$32,294,843	\$33,240,748	\$1,326,758	\$38,873	\$33,279,62°
Bond Retirement	002	5,546,041.81	0	5,546,042	-	5,546,042	7,408,223	1,862,182		7,408,223
Permanent Improvement	003	161,000.00	0	161,000	18,185	179,185	170,637	9,637		170,63
Building	004	27,177,459.00	0	27,177,459	6,327,173	33,504,632	32,639,543	5,462,084		32,639,543
Food Service	006	452,349.32	0		50	452,399	526,510	74,160		526,510
Trust - Band Uniform Fund	007-9007	19,500	0	19,500	-	19,500	19,699	199		19,699
Trust - Scholarship	007-9008	22,000	0	22,000	-	22,000	36,997	14,997		36,99
Trust - Unclaimed Funds	007-9009	500	0	500	-	500	13,327	12,827		13,32
Trust - Rocky River Angel Fund	007-9907	1,920	0	1,920	2,090	4,010	1,920	. 0		1,920
Trust - Rocky River Angel Fund - Goldwood	007-9908	-	710	710	-	710	336	(374)	720	1,050
Trust - Technology Improvement Fund	007-9909	-	0	-	-	-	216	216		210
Trust - Herb Score Memorial Fund	007-9910		0	-	-	-	-	0		
Uniform School Supply	009	27,500.00	0	27,500	-	27,500	49,230	21,730		49,23
Rotary Funds	011	211,800.00	8,686	220,486	5,397	225,883	322,166	101,680		322,16
School Support Funds	018	104.375.00	0		2,356	106,731	157.518	53,143		157,51
Private Source Grants	019	16,817.83	16		1,422	18,255	23,855	7,022		23,85
Self-Insurance Fund	024	-	0		.,			0		
Student Activities	200	158.100.00	300		_	158,400	317.016	158,616	300	317,310
Athletic and Co-Curricular	300	335,220.00	200		986	336,406	340,051	4,631		340,05
State Grants:		000,==0.00								2.0,22
Auxiliary Services (Private Schools)	401	983,937.60	45	983.982	25,409	1,009,391	983,986	4		983,980
EMIS	432	4,281.43	0		20,100	4,281	4,281	. 0		4,28
Entry Year Programs	440	- 1,201110	0		_	.,20	1,201	0		1,20
Data Communications	451	4,700	0		1,900	6.600	4.700	. 0		4.70
School Net - Professional Dev.	452	.,. 00	0		.,000		1,100 /	0		1,7 0
Misc State Grants	499	-	0		_		_	0		
Federal Grants:	400			-	+			0		
Federal Ed Jobs	504	60,811.64	0	60,812	_	60,812	60,812			60,81
Resident Educator Program (NEW)	506	3,150.00	0	3,150	_	3,150	- 1	(3,150)	3,150	3,150
IDEA-B	516	834.308.56	0		32,821	867.130	834.309	(0,100)	0,100	834.30
School District Fiscal Stabilization	532	0.00	0		02,021		004,000 7	0		004,000
Title III - Limited English Proficiency	551	18,576.02	0		-	18,576	18,576 >	. 0		18,570
Title I	572	190.637.58	0		-	190.638	190.756	118		190,75
Title V	573	130,037.30	0		-	190,030	130,730	0		190,730
Drug-Free Schools	584	-	0		-	-		0		
Preschool - Special Education	587	10,693.12	0		-	10.693	10,693	. 0		10,693
Title II-A	590	53,403.24	0		-	53,403	53,403	. 0		53,40
Misc. Federal Grants	590	53,403.24	1.349	1.349	-	1.349	-	·	1,349	53,40.
IVIISC. FEUERAI GRANIS	299	-	1,349	1,349	-	1,349	- >	(1,349)	1,349	1,34
Total All Funds		\$68,274,199	\$50,179	\$68,324,378	\$6,798,641	\$75,123,019	\$77,429,508	\$9,105,130	\$44.392	\$77,473,900
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# THEN AND NOW CERTIFICATE

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$\frac{8}{1}\frac{422.31}{22.31}\$ required to pay this contract or order has been appropriated for the purpose of this contract or order and is in the treasury or in the process of collection to the credit of the Rocky River Board of Education free from any previous encumbrance.

When the fiscal officer of the Rocky River City School District is using the "Then and Now Certificate" and the amount certified exceeds \$3,000, then the fiscal officer must obtain the legislative authority's approval by resolution. This approval must be obtained within 30 days of the legislative authority's receipt of the certificate.

Treasurer

Mushaf Lion
Superintendent

For amounts over \$3,000:

Board Resolution Number Date

Date: Auditor of State Bulletin 6/20/97 Revised effective April 7, 2003

# RESOLUTION TO APPROVE CHANGE MANAGEMENT ITEMS (CMI'S)

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the following Change Management Items for the Kensington Intermediate School Addition and Renovation Project and the Rocky River High School Additions and Renovation Project be ratified as previously recommended by the Architect and the Executive Director of Construction Services.

# KENSINGTON INTERMEDIATE SCHOOL ADDITION AND RENOVATION PROJECT:

CHANGE EVENT	DESCRIPTION	CONTRACTOR	<u>AMOUNT</u>
028A	Provide steel bracing for rooftop ductwork support structures that were added when the ductwork for rooftop HVAC unit RTU-1 was re-routed due to conflicts with the existing roof structure. Work also includes cutting penetrations through the existing concrete roof deck for the supply and return ductwork being installed by the HVAC Contractor.	John G. Johnson Construction	\$8,864.85
062	Install a fabric curtain and track at the relocated doorframe for Door 120B instead of re-installing the existing door. Door hardware revisions are covered under a separate CMI.	John G. Johnson Construction	\$1,181.43
052	Disconnect, relocate and reinstall the existing ice machine in the Clinic in the addition. Install a water line for the ice machine.	John G. Johnson Construction	\$823.48

# ROCKY RIVER HIGH SCHOOL SCHOOL ADDITIONS AND RENOVATION PROJECT:

CHANGE EVENT	DESCRIPTION	CONTRACTOR	<b>AMOUNT</b>
017	Revise the acoustical panels in the Music Area per ASI-001.	Mosser Construction	\$5,212.81
039	Delete the power to gas valves in the Biology classrooms. Power was shown, but there are no gas valves in these rooms.	Lake Erie Electric	(\$1,811.40)
071B	Replace one (1) additional old existing water valve in the basement to allow future work and maintenance to be performed without shutting down, draining and refilling the entire water service.	Harner Plumbing	\$993.46
074	Re-feed power to the existing unit ventilators in the $2^{nd}$ floor science rooms. The existing power feeds were located within the exterior walls that were removed for construction of the new Admin. addition.	Lake Erie Electric	\$7,978.46
081	Revise the electrical feeders to switchboard GNHDP by adding splicing boxes and connectors to reduce the quantity of feeders from 6 to 4. During the Construction Document phase of design, aluminum wiring was incorporated into the project for the main feeders to reduce the project cost. If aluminum wiring was not permitted, this change would not have occurred, but the premium cost for using copper wiring for the feeders would have exceeded the cost of this	Lake Erie Electric	\$11,350.55

change.

090

Revise the door to Vault Room 1079A from a vaultstyle door to a standard fire-rated wood door, hollow metal frame and hardware. Mosser Construction (\$9,693.70)

RESOLUTION TO AUTHORIZE THE SUPERINTENDENT OR DESIGNEE TO BEGIN THE BIDDING PROCESS FOR CONTRACTS RELATED TO THE GOLDWOOD PRIMARY SCHOOL ADDITION AND RENOVATION PROJECT.

**BE IT RESOLVED** that on the recommendation of the Superintendent of Schools, the Board of Education of the Rocky River City School District, having received the written recommendations of its construction manager, Project and Construction Services, Inc., and architect, Stantec Architecture, Inc. in favor of same, hereby: (1) approves the bid and construction documents in the form and substance set forth in the Instructions to Bidders for the Goldwood Primary School Addition and Renovation Project ("Project") which is attached hereto and incorporated herein by reference; (2) authorizes the Superintendent of Schools or his designee to solicit competitive bids and publish a Notice to Bidders for the Project under O.R.C. 3313.46, other applicable law, and Board Policy, and (3) authorizes the Superintendent of Schools or his designee to coordinate the opening of the bids received in compliance with the Instructions to Bidder and the investigation and evaluation of the bidders under applicable law and Board Policy; and (4) directs the Superintendent of Schools or his designee to prepare and submit to the Board of Education at a subsequent meeting a recommendation regarding the award and/or rejection of any or all bids and the acceptance or rejection of alternates within any bid package, in accordance with applicable law and Board Policy.

RESOLUTION TO AUTHORIZE THE SUPERINTENDENT OR DESIGNEE TO BEGIN THE BIDDING PROCESS FOR THE AUDITORIUM SOUND SYSTEM CONTRACT RELATED TO THE ROCKY RIVER HIGH SCHOOL ADDITIONS AND RENOVATION PROJECT

**BE IT RESOLVED** that on the recommendation of the Superintendent of Schools, the Board of Education of the Rocky River City School District, having received the written recommendations of its construction manager, Project and Construction Services, Inc., and architect, Stantec Architecture, Inc. in favor of same, hereby: (1) approves the bid and construction documents in the form and substance set forth in the Instructions to Bidders for the Auditorium Sound System portion of the Rocky River High School Additions and Renovation Project ("Project") which is attached hereto and incorporated herein by reference; (2) authorizes the Superintendent of Schools or his designee to solicit competitive bids and publish a Notice to Bidders for the Project under O.R.C. 3313.46, other applicable law, and Board Policy, and (3) authorizes the Superintendent of Schools or his designee to coordinate the opening of the bids received in compliance with the Instructions to Bidder and the investigation and evaluation of the bidders under applicable law and Board Policy; and (4) directs the Superintendent of Schools or his designee to prepare and submit to the Board of Education at a subsequent meeting a recommendation regarding the award and/or rejection of any or all bids and the acceptance or rejection of alternates within any bid package, in accordance with applicable law and Board Policy.

# International Baccalaureate Diploma Programme (IB-DP) IB-DP SHARED SERVICES/PARTNERSHIP AGREEMENT

This agreement made by and among the Avon Lake City School District ("Avon Lake"), Berea City School District ("Berea"), Rocky River City School District ("Rocky River") and Westlake City School District ("Westlake") (all districts hereinafter referred to as the participating districts) elected and acting Boards of Education.

The partnership is committed to responsibly support the feasibility study moving towards the implementation of the International Baccalaureate Diplomacy Programme (IB-DP) which will include entry into the consideration phase of IB-DP. This partnership will combine resources to serve students from each district under the West Shore IB-DP High School (WSHS). The Westlake superintendent shall be designated as the WSHS superintendent. The Westlake Board of Education shall be designated the overseeing Board of Education. The Westlake Chief Financial Officer shall be designated as the WSHS treasurer. This four-district, cross county consortium's goal is to provide a high quality educational experience rigorous college preparatory experience and to provide students with an internationally recognized and well-rounded education in preparation for college and career readiness. The participating districts agree to the organizational and financial support required for feasibility study that begins in the spring of 2012.

Participating districts support for the International Baccalaureate (IB) feasibility study will be proportionally determined to specifically support either through in-kind or matching funds for the following: Coordinator Costs, IB Workshops to develop units and Program of Inquiries, Substitute teachers for Training days, Diploma Programme Kit, Programme Materials, paper, copy costs, postage and mileage/travel expenses for workshops and to visit other IB sc feasibility study needs that may occur. Participating district agree to designate an IB liaison to coordinate with the West Shore IB High School IB coordinator and to serve on the feasibility planning team.

The undersigned officers of the respective participating districts, upon being authorized by resolution of their Board of Education thereof to duly adopt on or before April 30, 2012, sign in agreement of the terms of this document.

Michael Shoaf	Rocky River	
Superintendent Name	Participating District	
Muchael San	2-29-17	
Superintendent Signature	Date	
Date of Board Meeting for Resolution	(on or prior to April 30)	

#### SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of March, 2012, by and between ROCKY RIVER CITY SCHOOL DISTRICT ("Owner"), and PROJECT MANAGEMENT CONSULTANTS LLC ("Consultant"). Owner and Consultant agree as follows:

# GENERAL TERMS AND CONDITIONS CONSULTING SERVICES

#### 1.0 SERVICES

- 1.1 Consultant's scope of services is described in Exhibit A, attached hereto and made a part hereof (the "Services"). Consultant shall provide such Services for the high school additions and renovations project (the "Project"). Consultant shall perform the Services in a timely and professional manner. Consultant shall coordinate its services hereunder with the services of such other third party service providers (*e.g.*, architect, design consultants, engineers, contractors, lawyers) as Owner may designate from time to time. Consultant's Services shall be coordinated by Patrick O'Brien.
- 1.2 Consultant's Services do not include any design, construction management or construction work. Consultant shall not have control over or charge of, and shall not be responsible for, the design of the Project, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the responsibility of the architect and construction contractor. Consultant shall not be responsible for schedules of the architect or construction contractor, or their failure to carry out their work or services in accordance with their respective agreements.
- 1.3 Consultant is wholly owned by Thompson Hine LLP, but is a consulting business and does not engage in the practice of law. Any legal services referenced in <u>Exhibit A</u> shall be provided by Thompson Hine LLP through Consultant.
- **2.0 OWNER'S RESPONSIBILITIES.** Owner shall furnish all legal, accounting and insurance services for the Project. Design, engineering, construction management and construction services shall be separately contracted for by Owner.
- **3.0 DEFAULT.** This Agreement may be terminated by either party should the other party fail to cure any default in performance of its obligations hereunder within fifteen (15) days of receipt of written notice from the other party specifying the nature of the default. In addition to the right of termination of this Agreement, the non-defaulting party may recover any damages it may be entitled to at law or in equity by reason of the other party's default; provided, however, that Owner and Consultant mutually waive any claims against each other, or their respective employees, officers or subcontractors, for special, indirect, incidental or consequential damages arising out of either party's performance or breach of this Agreement, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use and delays.

## 5.0 INDEPENDENT CONTRACTOR

- 5.1 Consultant's status shall be that of an independent contractor and not that of an agent or employee of Owner. Consultant shall not hold itself out as, nor claim to be acting as, an employee or agent of Owner. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of Owner.
- **5.2** Consultant shall cause its employees and agents to observe the working hours, working rules, security regulations and holiday schedules of Owner while working on Owner's premises and to perform their respective duties in a manner that does not unreasonably interfere with Owner's business and operations.
- **5.3** Consultant shall, at its own expense, comply with all applicable workers' compensation, unemployment insurance, employer's liability, minimum wage and other federal, state, county and municipal laws, ordinances, rules, regulations and orders relating to Consultant's employees.
- **6.0 PAYMENT.** Invoices for payment shall be submitted monthly by Consultant to Owner. Payment shall be made within thirty (30) days after Owner's receipt of an invoice.

#### 7.0 INSURANCE

- 7.1 Consultant shall carry and maintain at its own cost liability insurance that shall include the following requirements: (a) Workers' compensation and employer's liability insurance to the full extent as required by applicable laws and employer's liability insurance with minimum limits of \$1,000,000; (b) commercial general liability coverage, including contractual liability and public liability coverage, and naming Owner as an additional named insured, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; and (c) business automobile liability insurance covering owned, non-owned and leased vehicles with limits not less than \$1,000,000 combined single limit.
- 7.2 Consultant shall also purchase and maintain professional liability insurance for its legal liability arising out of the performance of Consultant's professional services. Such insurance shall be in the minimum limits of \$1,000,000 per claim/annual aggregate. Consultant shall keep such insurance in effect for at least two (2) years after completion of the Services.
- **7.3** Upon request of Owner, Consultant shall provide Owner with certificates of insurance evidencing the coverages and amounts set forth above.

- **8.0 LIMITATION OF LIABILITY.** Notwithstanding anything herein to the contrary, and to the extent permitted by law, the maximum total liability of Consultant to Owner arising out of services performed by Consultant shall not exceed the total fee paid to Consultant under this Agreement or the amount of available professional liability insurance, whichever is less, regardless of the theory of recovery, whether negligence, strict liability, tort or breach of contract.
- 9.0 NOTICES. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, delivered by electronic mail or mailed first class, postage prepaid at the addresses set forth below their respective signatures. Notices shall be deemed delivered upon delivery if personally delivered or three (3) business days after deposited in the US mail or the next business day after deposited with a nationally recognized overnight courier service (such as Federal Express). Either party may change the addresses set forth for it herein upon written notice thereof to the other delivered in accordance with the provisions of this Section.
- **10.0 ASSIGNMENT.** Neither party shall assign its rights or obligations under this Agreement without the other party's prior written approval, except to the extent that Owner is required to assign its rights hereunder in connection with its financing of the Project.

#### 11.0 MISCELLANEOUS

- 11.1 The Article and Section headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.
- 11.2 All schedules, attachments or exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.
- 11.3 This Agreement, together with the schedules, attachments and exhibits referred to herein, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all prior proposals, agreements, memorandum, understanding, negotiations and discussions, whether written or oral, of the parties in connection with the subject matter hereof.
- 11.4 No change, amendment or modification of this Agreement shall be binding unless in writing and executed by the party to be bound thereby. This Agreement shall be binding upon and inure to the parties and their respective successors and assigns.
- **12.0 COMPENSATION.** Consultant's compensation shall be as set forth on <u>Exhibit B</u>, attached hereto and made a part hereof.

## [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:	CONSULTANT:
ROCKY RIVER CITY SCHOOL DISTRICT	PROJECT MANAGEMENT CONSULTANTS LLC
By:	By:
Dr. Michael G. Shoaf, Superintendent	Jeffrey R. Appelbaum, Managing Director
Notice Address:	Notice Address:
Rocky River City School District Attention: Dr. Michael G. Shoaf	Project Management Consultants LLC Attention: Patrick O'Brien
1101 Morewood Parkway	3900 Key Center
Rocky River, Ohio 44116	127 Public Square
	Cleveland, OH 44114-1291

## EXHIBIT A

## **Scope of Services**

## Past Project Analysis

- 1. Review all requests for information, bulletins, and supplemental instructions prepared by Stantec, Inc. ("Architect") in conjunction with Architect, its subconsultants, and Project and Construction Services, Inc. ("PCS"). Identify and report quality control issues to Owner.
- 2. Review all change orders and current proposed change orders in conjunction with Architect, its subconsultants, and PCS. Identify and report quality control issues to Owner.
- 3. Meet with Dan McIntyre to review the Architect's standard of care performance no later than April 20, 2012. Jeff Appelbaum will provide input as necessary.

## High School Construction

- 1. Attend weekly Project progress meetings and other team meetings as necessary in person at the site or District offices commencing March 19, 2012 until May 15, 2012. Work with the Architect, PCS and Ted Blank to identify and manage all critical decisions, progress on schedule, proposed design changes, proposed cost changes, and project performance from a financial perspective.
- 2. Conduct an analysis of construction activities planned for Summer 2012 for constructability and coordination of design documents and contractor coordination drawings in conjunction with Architect and PCS.
- 3. Meet with Dan McIntyre and/or District staff to review project status and forecast of schedule and cost to complete the Project no later than May 4, 2012.

## **EXHIBIT B**

# **Fee Schedule**

1. Owner shall pay Consultant for the Services the stipulated sum of Twenty Thousand Dollars (\$20,000), payable in equal monthly installments spread over the Project schedule.

# **LUMP SUM FEE:**

Past Project Analysis	March 15 – April 30, 2012	\$7,500
Current High School Construction	March 15 – May 15, 2012	\$13,500
Total Fee	March 15 – May 15, 2012	\$20,000

- 2. In addition to Consultant's fee set forth above, reimbursable expenses will be billed to Owner at cost. Consultant's standard reimbursable costs are as follows:
  - Travel costs outside Cuyahoga County
  - Reproduction of documents
  - Soundpath telephone conferencing
  - Overnight and courier services