

Minutes

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 December 13, 2012 at 7:01 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 Goepfert 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 - Ms. Goepfert, Mr. Milano, Mrs. Rounds, Mr. Swartz

ABSENT - Dr. Fancher

PLEDGE OF ALLEGIANCE

RESOLUTION TO ADOPT AGENDA

Resolution No. 233-12

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 December 13, 2012 meeting.

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

The resolution was adopted 4 – 0 with 1 absent.

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Board of Education of the Rocky River City School District

RESOLUTION TO RECOGNIZE LEVY LEADERSHIP AND COMMITTEE MEMBERS (EXHIBIT A)

Resolution No. 233.1-12

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

The resolution was adopted 4 – 0 with 1 absent.

REPORTS

- Superintendent's Update (attached)

ORAL AND WRITTEN COMMUNICATION

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.

RESOLUTION TO APPROVE MINUTES FROM PRECEDING MEETING

Resolution No. 233.2-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Minutes of the Preceding Meeting held on November 12, 2012 (Committee Meeting) be approved.

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

The resolution was adopted 4 – 0 with 1 absent.

Minutes

Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE MINUTES FROM PRECEDING MEETING

Resolution No. 233.3-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Minutes of the Preceding Meeting held on November 15, 2012 (Board Meeting) be approved.

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

The resolution was adopted 3 – 0 with 1 absent and 1 abstention

RESOLUTION TO ESTABLISH 2013 ORGANIZATIONAL MEETING JANUARY 9, 2013 AT 4:30 P.M.

Resolution No. 233.4-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Resolution to Establish the 2013 Organizational Meeting on January 9, 2013 be approved.

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

The resolution was adopted 4 – 0 with 1 absent.

Minutes

Board of Education of the Rocky River City School District

RESOLUTION TO APPOINT PRESIDENT PRO-TEM, KATHLEEN GOEPFERT TO SERVE AS PRESIDENT UNTIL A NEW PRESIDENT IS DULY ELECTED

Resolution No. 233.5-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Resolution to Appoint President Pro-Tem, Kathleen Goepfert to Serve as President until a New President is Duly Elected by approved.

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION TO APPOINT VICE PRESIDENT PRO-TEM, JON FANCHER TO SERVE AS VICE PRESIDENT UNTIL A NEW VICE PRESIDENT IS DULY ELECTED.

Resolution No. 233.6-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Resolution to Appoint Vice President Pro-Tem, Jon Fancher to Serve as Vice President until a New Vice President is Duly Elected be approved.

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

The resolution was adopted 4 – 0 with 1 absent.

Minutes

Board of Education of the Rocky River City School District

Notification of First Reading of New and Revised Board Policies

*H.B. 487, part of the mid-biennium budget review (MBR), repealed requirements to obtain a “declaration material assistance/non-assistance” (DMA) from new employees or from entities or persons prior to doing business with or contracting for service. The repeal of this requirement is effective September 10, 2012. Deletion of Policy 8120 and elimination of the requirement in the hiring process are necessary. The former requirement is included in 17 other policies and shall be removed.

~~“(personnel) must complete a DMA form with no positive indications that material assistance has been provided to a terrorist organization before working in the District (see Policy 8120).”~~

~~“A completed DMA form with no positive indications that material assistance has been provided to a terrorist organization is required of each private person or entity with whom the Board intends to enter into a contract that amounts to an aggregate of greater than \$1000,000 annually.~~

~~[] A private person or entity with whom the Board enters into frequent contracts may apply for pre-certification. Pre-certification is specific to the district and is effective for one (1) year at a time.”~~

Bylaws

Bylaw 0167.2 Use of Personal Communication Devices

Administration

*Policy 1220 Employment of the Superintendent
*Policy 1310 Employment of the Treasurer
Policy 1411 Whistleblower Protection
Policy 1422 Nondiscrimination and Equal Employment Opportunity

Program

Policy 2260 Nondiscrimination and Access to Equal Educational Opportunities
Policy 2340 Field and Other District-Sponsored Trips
Policy 2623 Student Assessment and Academic Intervention Services
Policy 2623.02 Third Grade Reading Guarantee

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Board of Education of the Rocky River City School District

Professional Staff

*Policy 3120	Employment of Professional Staff
*Policy 3120.04	Employment of Substitutes
*Policy 3120.05	Employment of Personnel in Summer School and Adult Education Programs
*Policy 3120.06	Selecting Student Teachers/Administrative Interns
*Policy 3120.07	Employment of Casual Resource Personnel
*Policy 3120.08	Employment of Personnel for Co-Curricular/Extra-Curricular Activities
Policy 3122	NonDiscrimination and Equal Employment Opportunity
Policy 3142	Non-Renewal of a Teacher Contract
Policy 3211	Whistleblower Protection
Policy 3220	Staff Evaluation - Discussion Only
Policy 3220.03	Evaluation of Teachers on Limited Contract - DELETE

Classified Staff

*Policy 4120	Employment of Classified Staff
*Policy 4120.04	Employment of Substitutes
*Policy 4120.08	Employment of Personnel for Co-Curricular/Extra-Curricular Activities
Policy 4122	NonDiscrimination and Equal Employment Opportunity
Policy 4211	Whistleblower Protection

Students

Policy 5112	Entrance Requirements
Policy 5136V1	Wireless Communication Devices - DELETE
Policy 5136V2	Wireless Communication Devices - DELETE
Policy 5410	Promotion, Academic Acceleration, Placement and Retention
Policy 5460	Graduation Requirements
Policy 5517.01	Bullying and Other Forms of Aggressive Behavior

Finances

Policy 6107	Authorization to Accept and Distribute Electronic Records and to Use Electronic Signatures
Policy 6152	Student Fees, Fines and Charges
*Policy 6320	Purchases
*Policy 6440	Cooperative Purchasing
*Policy 6450	Local Purchasing
*Policy 6460	Vendor Relations

Property

Policy 7300	Disposition of Real Property/Personal Property
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Operations

*Policy 8120	The Declaration Re: Material Assistance/Non-Assistance to a Terrorist Organization (DMA) - DELETE
Policy 8210	School Calendar
Policy 8462	Student Abuse and Neglect
Policy 8800	Religious/Patriotic Ceremonies and Observances
Policy 8900	Anti-Fraud

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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 \$70,359.00 FOR NOVEMBER, 2012 (EXHIBIT B)

Resolution No. 233.7-12

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION TO AMEND APPROPRIATION FOR ALL FUNDS AS OF NOVEMBER 30, 2012 IN THE AMOUNT OF \$43,699,048.28 (EXHIBIT C)

Resolution No. 233.8-12

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION TO REQUEST TO RECEIVE ADVANCES ON TAX SETTLEMENT AMOUNTS FROM THE CUYAHOGA COUNTY FISCAL OFFICER FOR CALENDAR YEAR 2013 (EXHIBIT D)

Resolution No. 233.9-12

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

The resolution was adopted 4 – 0 with 1 absent.

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Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE THEN AND NOW CERTIFICATE (EXHIBIT E)

Resolution No. 233.10-12

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT, PROVIDING FOR THE LEASE AND EVENTUAL ACQUISITION OF COMPUTER HARDWARE AND SOFTWARE FOR INSTRUCTIONAL PURPOSES AND RELATED MATTERS (EXHIBIT F)

Resolution No. 233.11-12

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

The resolution was adopted 4 – 0 with 1 absent.

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Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE RETIREMENTS AND RESIGNATIONS

Resolution No. 234-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the following Retirements and Resignations be approved.

<u>Name</u>	<u>Position/Classification</u>	<u>Effective</u>
Zachary Youseff	PLUS Activity, Weight Room Supervisor, Winter 2012	11/20/12
Ann Fallon	Educational Aide I, KIS	12/21/12

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION TO APPROVE APPOINTMENTS¹

Resolution No. 235-12

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

SUPPLEMENTAL DUTY APPOINTMENTS FOR 2012-2013 SCHOOL YEAR

<u>Name</u>	<u>Position/Classification</u>	<u>Effective Date</u>	<u>Rate of Pay</u>
Van Kremperger ²	Wrestling, Asst., HS		\$ 3,443
Raymon Terry ²	PLUS Activity, Weight Room Supervisor, Winter 2012		\$ 1,044
*Alex Anderer-DiMichele ²	Technical Asst., Winter, HS		\$ 1,257
*Bridget Bellomy	PLUS Activity, After School Tutoring, English, RRMS	1/29/13	\$ 1,566
	PLUS Activity, After School	1/28/13	\$ 1,566

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<u>Name</u>	<u>Position/Classification</u>	<u>Effective Date</u>	<u>Rate of Pay</u>
*Louise Borden	PLUS Activity, After School Tutoring, English, KIS	1/28/13	\$ 1,566
	PLUS Activity, After School Tutoring, Math, KIS	1/29/13	\$ 1,566
*Haley Browning	PLUS Activity, After School Tutoring, English, KIS	1/28/13	\$ 1,566
	PLUS Activity, After School Tutoring, Math, KIS	1/29/13	\$ 1,566
*Michael Cain	PLUS Activity, After School Tutoring, Math, RRMS	1/28/13	\$ 1,566
*Beth Gallagher	PLUS Activity, After School Tutoring, English, KIS	1/28/13	\$ 1,566
*Kathy Guzowski	PLUS Activity, After School Tutoring, English, RRMS	1/29/13	\$ 1,566
*Richard Haag	PLUS Activity, After School Tutoring, English, KIS	1/28/13	\$ 1,566
*Christine Hammel	PLUS Activity, After School Tutoring, English, KIS	1/28/13	\$ 1,566
	PLUS Activity, After School Tutoring, Math, KIS	1/29/13	\$ 1,566
*Laura Holland-Cook	PLUS Activity, After School Tutoring, English, KIS	1/28/13	\$ 1,566
	PLUS Activity, After School Tutoring, Math, KIS	1/29/13	\$ 1,566
*Dana Judson	PLUS Activity, After School Tutoring, English, KIS	1/28/13	\$ 1,566
	PLUS Activity, After School Tutoring, Math, KIS	1/29/13	\$ 1,566

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<u>Name</u>	<u>Position/Classification</u>	<u>Effective Date</u>	<u>Rate of Pay</u>
*Terri McNeely	PLUS Activity, After School Tutoring, English, RRMS	1/29/13	\$ 1,566
	PLUS Activity, After School Tutoring, Math, RRMS	1/28/13	\$ 1,566
*Hannah Paxton	PLUS Activity, After School Tutoring, Math, KIS	1/29/13	\$ 1,566
*JoAnn Post	PLUS Activity, After School Tutoring, English, KIS	1/28/13	\$ 1,566
*Amy Schmit	PLUS Activity, After School Tutoring, English, RRMS	1/29/13	\$ 1,566
*Lori Sollenberger	PLUS Activity, After School Tutoring, Math, KIS	1/29/13	\$ 1,566

SUBSTITUTE TEACHERS

Kimberly DeCrane

OCCASIONALS

Solomon Ribis

*Alex Anderer-DiMichele

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	Absent
Kathy Goepfert	Aye
Jay Milano	Move
Jean Rounds	Aye
Scott Swartz	Second

The resolution was adopted 4 – 0 with 1 absent.

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Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE ADJUSTMENTS IN SALARY, ASSIGNMENT AND RATE OF PAY

Resolution No. 236-12

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

<u>Name</u>	<u>Reason</u>	<u>Effective</u>	<u>Adjusted Rate of Pay</u>
Marcia Lange	Additional semester hours	12/14/12	MA+9, Step 8 (.5 FTE)
Chandra Juhasz	Additional semester hours	12/14/12	BA+18, Step 13

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION TO APPROVE LEAVE OF ABSENCE

Resolution No. 237-12

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

<u>Name</u>	<u>Effective Date</u>
Jessica Dessoffy	Unpaid leave from January 2, 2013 – March 25, 2013
Elizabeth Fougrousse	Unpaid leave from December 22, 2012 – February 3, 2013

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Board of Education of the Rocky River City School District

Name**Effective Date**

Jennifer Garver

Unpaid leave from October 9, 2012 – January 1, 2013

Meghan Hennies

Unpaid leave from December 17, 2012 – January 13, 2013

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION TO APPROVE AGREEMENT FOR ADMISSION OF TUITION PUPILS – BERA (EXHIBIT G)

Resolution No. 238-12

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION TO APPROVE CHANGE MANAGEMENT ITEMS (EXHIBIT H)

Resolution No. 239-12

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

The resolution was adopted 4 – 0 with 1 absent.

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Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE NEW TRANSPORTATION MANAGER SALARY SCHEDULE (EXHIBIT I)

Resolution No. 240-12

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION TO APPROVE CONTRACT WITH AP WIRELESS INFRASTRUCTURE PARTNERS (EXHIBIT J)

Resolution No. 241-12

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION TO APPROVE AN OVERNIGHT COMPETITION FOR THE RRHS CHEERLEADERS TO KALAHARI RESORT AT 10:00 A.M. ON FEBRUARY 8, 2013, RETURNING ON FEBRUARY 9, 2013 AT 9:30 P.M.

Resolution No. 242-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the overnight competition for the RRHS Cheerleaders to Kalahari Resort on February 8-9,2013 be approved.

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

The resolution was adopted 4 – 0 with 1 absent.

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RESOLUTION TO APPROVE THE 8TH GRADE CLASS OVERNIGHT FIELD TRIP TO WASHINGTON D.C. AT 6:00 A.M. ON JUNE 3, 2013, RETURNING ON JUNE 5, 2013 AT 10:00 P.M.

Resolution No. 243-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the 8th grade Field Trip to Washington D.C. on June 3 – 5, 2013 be approved.

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

The resolution was adopted 4 – 0 with 1 absent.

RESOLUTION TO APPROVE MIDDLE SCHOOL COURSE CATALOG (EXHIBIT K)

Resolution No. 244-12

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

The resolution was adopted 4 – 0 with 1 absent.

***RESOLUTION TO APPROVE CANDIDATE FOR GRADUATION (EXHIBIT L)**

Resolution No. 245-12

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

The resolution was adopted 4 – 0 with 1 absent.

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Board of Education of the Rocky River City School District

RESOLUTION TO ACCEPT GIFTS TO SCHOOLS

Resolution No. 246-12

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.

Grace Basic	A donation of \$20.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Sharon Liput	A donation of \$20.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Frances Lawson	A donation of \$20.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Norm Case	A donation of \$100.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Mary and David Sandberg	A donation of \$25.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Cindi and Tim Williams	A donation of \$20.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Bonnie and Martin Matus	A donation of \$50.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Carol and Herb Harpster	A donation of \$25.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
The Scott Meredith Family	A donation of \$30.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.

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Joyce and Larry Lampp	A donation of \$50.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Marilyn and David Michael	A donation of \$50.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Rocky River Football Parents Assoc.	A donation of \$100.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
The Bill Pelger Family	A donation of \$25.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Tom and Marni Peate	A donation of \$100.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Francis and Darlene Basic	A donation of \$50.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
Bob and Patty Waitkus	A donation of \$50.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.
The Monday Night Ladies	A donation of \$90.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.

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Mark and Kathleen Dahler

A donation of \$25.00 to be used for the Rocky River High School Football Team in memory of Jay Sharbaugh.

Office Max

A donation of various items to be used by the staff and students at Goldwood Primary School totaling \$476.29

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

The resolution was adopted 4 – 0 with 1 absent.

OTHER BUSINESS

None

RESOLUTION TO ADJOURN

Resolution No. 247-12

BE IT RESOLVED by the Board of Education of the Rocky River City School District, that this meeting be adjourned at 7:35 p.m.

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

The resolution was adopted 4 – 0 with 1 absent.

President

Treasurer



Rocky River City School District

1101 Morewood Parkway • Rocky River • Ohio • 44116

440.356.6000 • info@rrcs.org • www.rrcs.org

Michael G. Shoaf, Ed.D., Superintendent

SUPERINTENDENT'S REPORT DECEMBER 13, 2012

Curriculum and Instruction – Elizabeth Anderson

- Fall OGT results

Technology – Dianna Foley

- Chromebook deployment
- *Chromebooks in Rr Classrooms* - professional development
- Wireless
- Bring Your Own Device

District – Michael Shoaf

- RRHS Library and Commons
- Goldwood Primary School Office
- Alliance 2012 Annual Report

Dates and Reminders

Monday, December 17	6:30pm	Finance Committee Meeting – 2 nd Floor Conference Room
Tuesday, December 18	7:00pm	RRHS Band & Choir Holiday Concert – RRHS
Wednesday, December 19	7:00pm	RRHS Jazz Ensemble Holiday Performance – RRHS
Friday, December 21		Winter Vacation Begins
	7:30am	Facilities Committee Meeting – Construction Office
Wednesday, January 2		School Resumes
Wednesday, January 9	4:30pm	Organizational Board Meeting – Curriculum Library
	5:00pm	Committee-of-the-Whole Meeting – Curriculum Library
Thursday, January 17	7:00pm	Regular Board of Education Meeting – Curriculum Library
Friday, January 18		Teacher Record Day – No Students
Monday, January 21		Martin Luther King Day – No School
Tuesday, January 29	1:55-2:30pm	Grade 7 Awards Assembly - RRMS
	2:38-3:15pm	Grade 6 Awards Assembly - RRMS
Wednesday, January 30	8:20-9:00am	Grade 8 Awards Assembly - RRMS

Rocky River Schools...

Globally Competitive • Exceptional Opportunities • Caring Environment • Successful Students



RESOLUTION TO RECOGNIZE LEVY LEADERSHIP & COMMITTEE MEMBERS

WHEREAS, the Rocky River School District's November 6, 2012 4.9 mill operating levy was approved by the residents of this community; and

WHEREAS, the successful passage of this levy is the direct result of the hard work of countless community members who served on the levy committee; and

WHEREAS, numerous school supporters took key roles in helping support the levy campaign Melissa Ferchill Swingos, levy chair and Tracy Blossey, treasurer; and

WHEREAS, Melissa and Tracy enjoyed the support of countless levy committee chairs and volunteers, too numerous to list; and

WHEREAS, these committee members attended numerous planning meetings, helped develop levy communication tools, put out yard signs, attended community events to promote the levy, made election phone calls, and tirelessly volunteered their time wherever and whenever needed to ensure the successful passage of the levy; and

WHEREAS, community members Melissa Ferchill Swingos and Tracy Blossey undertook key leadership roles during the levy campaign and directed the efforts of the levy committee members during the months leading up to the levy; and

WHEREAS, as the chair and treasurer, respectively, of the campaign, they dedicated countless hours in the planning and implementation of all elements of the levy campaign; and

WHEREAS, they each demonstrated a high level of commitment and passion for the school district, its students and staff;

NOW, THEREFORE BE IT RESOLVED by the Rocky River Board of Education that Melissa Ferchill Swingos and Tracy Blossey be recognized for their leadership of the 2012 Levy Campaign, and that each and every member of the 2012 Levy Campaign be further recognized for helping to ensure that the excellent quality of education in this community will continue into the future.

President, Rocky River Board of Education

Superintendent of Schools

December 13, 2012

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

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund 001 - GENERAL:							
2,744,702.80	2,407,111.75	14,427,027.31	2,467,780.79	12,647,520.90	4,524,209.21	1,204,500.14	3,319,709.07
TOTAL FOR Fund 002 - BOND RETIREMENT:							
2,091,231.71	270,020.85	1,980,135.36	1,258.42	27,044.94	4,044,322.13	0.00	4,044,322.13
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:							
48,604.16	16,158.01	73,308.52	0.00	112,558.67	9,354.01	10,624.98	1,270.97-
TOTAL FOR Fund 004 - BUILDING:							
23,411,769.18	2,177.86	24,225.00	1,789,947.59	11,260,058.64	12,175,935.54	10,115,805.77	2,060,129.77
TOTAL FOR Fund 006 - FOOD SERVICE:							
63,183.58	42,533.20	134,517.92	38,049.47	133,884.65	63,816.85	81,735.31	17,918.46-
TOTAL FOR Fund 007 - SPECIAL TRUST:							
47,331.67	0.00	0.00	0.00	0.00	47,331.67	19,699.36	27,632.31
TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES:							
23,076.70	529.00	25,857.24	4,327.39	27,169.52	21,764.42	164.67	21,599.75
TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES:							
153,299.40	21,303.89	178,670.60	54,952.93	107,523.32	224,446.68	40,177.83	184,268.85
TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:							
97,249.30	8,122.22	26,709.58	4,080.01	19,111.65	104,847.23	25,105.16	79,742.07
TOTAL FOR Fund 019 - OTHER GRANT:							
11,470.99	21,812.91	45,612.91	807.35	19,274.30	37,809.60	17,055.54	20,754.06
TOTAL FOR Fund 022 - DISTRICT AGENCY:							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:							
110,820.90	3,912.03	44,335.94	4,540.67	29,869.99	125,286.85	18,618.98	106,667.87
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:							
42,208.37	37,217.00	157,245.98	44,100.07	172,413.30	27,041.05	66,119.23	39,078.18-
TOTAL FOR Fund 401 - AUXILIARY SERVICES:							
185,801.11	336,438.09	680,462.66	105,211.06	393,908.10	472,355.67	144,041.13	328,314.54
TOTAL FOR Fund 432 - MANAGEMENT INFORMATION SYSTEM							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	
TOTAL FOR Fund 440 - ENTRY YEAR PROGRAMS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL FOR Fund 451 - DATA COMMUNICATION FUND:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL FOR Fund 452 - SCHOOLNET PROFESS. DEVELOPMEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL FOR Fund 504 - EDUCATION JOBS FUND:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL FOR Fund 506 - RACE TO THE TOP:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL FOR Fund 516 - IDEA PART B GRANTS:	24,916.71-	30,000.00	157,637.04	39,229.86	199,969.83	67,249.50-	157,273.25	224,522.75-
TOTAL FOR Fund 532 - FISCAL STABILIZATION FUND:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL FOR Fund 551 - LIMITED ENGLISH PROFICIENCY:	1.55	6,827.95	7,167.87	0.00	6,829.50	339.92	7,237.79	6,897.87-
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE	1,011.77	24,003.23	63,345.23	21,415.27	78,600.98	14,243.98-	0.00	14,243.98-
TOTAL FOR Fund 584 - DRUG FREE SCHOOL GRANT FUND:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 587 - IDEA PRESCHOOL-HANDICAPPED:	0.00	0.00	4,342.40	2,743.07	9,461.41	5,119.01-	0.00	5,119.01-
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:	0.00	10,732.00	23,446.00	8,427.27	30,039.68	6,593.68-	8,651.45	15,245.13-
TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTALS:	29,006,846.48	3,238,899.99	18,054,047.56	4,586,871.22	25,275,239.38	21,785,654.66	11,916,810.59	9,868,844.07

**ROCKY RIVER CITY SCHOOL DISTRICT
SUMMARY OF INVESTMENTS AND CASH BALANCES
As of November 30, 2012**

INVESTMENTS:

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost/ Balance</u>	<u>Par Amount</u>	<u>Rate/Yield</u>
<u>Operating Funds</u>					
STAR Ohio		Daily	\$ 385.29		0.100%
Comm. Paper - UBS Finance	7/16/2012	12/12/2012	\$ 498,903.19	\$ 500,000.00	0.530%
Tri State CDARS*** - Tri State Commercial Bank	1/12/2012	1/10/2013	\$ 1,000,000.00	\$ 1,000,000.00	1.094%
Comm Paper - UBS Finance	10/18/2012	4/15/2013	\$ 998,234.86	\$ 1,000,000.00	0.361%

***50/50 investment required

		<u>\$ 2,497,523.34</u>	<u>\$ 2,500,000.00</u>	0.688%
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Charter One MRA	Daily	\$ 4,350.10		0.000%
Huntington	Daily	\$ 177,133.66		0.010%
PNC MMA	Daily	\$ 82,583.15		0.200%
Tri-State*** (50/50)	Daily	\$ 1,000,000.00		0.000%
Fifth Third Escrow	Daily	\$ -		0.000%
Bond Issue investments*	Daily	\$ 14,865,384.14		0.375%
Subtotal		<u>\$ 16,129,451.05</u>		0.347%

***50/50 investment required

Total Investments		<u>\$ 18,626,974.39</u>		0.393%
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CASH:

Demand Deposit Accounts - Net	\$ 3,156,995.27
Change Funds	\$ 1,685.00
Sub-Total	<u>\$ 3,158,680.27</u>
Total Investments and Cash	<u>\$ 21,785,654.66</u>

* See next page for detail

**ROCKY RIVER CITY SCHOOL DISTRICT
SUMMARY OF BOND ISSUE INVESTMENTS AND CASH BALANCES
As of November 30, 2012**

INVESTMENTS:

<u>INVESTMENT TYPE/ISSUE</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost/ Balance</u>	<u>Par Amount</u>	<u>Rate/Yield</u>
Comm. Paper - UBS Finance - BAB's	7/2/2012	12/3/2012	\$ 997,668.61	\$ 1,000,000.00	0.545%
Comm. Paper - UBS Finance - TE's	7/16/2012	12/12/2012	\$ 498,903.20	\$ 500,000.00	0.533%
Tri State CDARS*** - BAB's - Tri State Commercial Bank	1/12/2012	1/10/2013	\$ 500,000.00	\$ 500,000.00	1.094%
Tri State CDARS*** - BAB's - Tri State Commercial Bank	10/11/2012	4/11/2013	\$ 250,000.00	\$ 250,000.00	0.600%
Comm Paper -UBS Finance - BAB's	10/18/2012	4/15/2013	\$ 998,234.86	\$ 1,000,000.00	0.361%
Comm Paper - UBS Finance - BAB's	10/25/2012	4/22/2013	\$ 998,408.89	\$ 1,000,000.00	0.325%
FFCB - BAB's - G.X. Clarke & Co.	12/9/2011	4/25/2013	\$ 800,360.00	\$ 800,000.00	0.232%
FHLB - BAB's - Huntington	12/9/2011	6/7/2013	\$ 2,000,200.00	\$ 2,000,000.00	0.340%
Tri State CDARS - TE's - Tri State Commercial Bank	6/28/2012	6/27/2013	\$ 1,000,000.00	\$ 1,000,000.00	0.400%
Tri State CDARS*** - TE's - Tri State Commercial Bank	8/16/2012	8/15/2013	\$ 460,000.00	\$ 460,000.00	1.000%
Subtotal			\$ 8,503,775.56	\$ 8,510,000.00	0.461%

***50/50 investment required

BANKS/ISSUE

First Federal of Lakewood - TE's	Daily	\$ 516,302.04	0.350%
First Federal of Lakewood - BAB's	Daily	\$ 3,833,206.17	0.350%
PNC - BAB's	Daily	\$ 88,353.52	0.200%
PNC - QSCB's	Daily	\$ 482,679.99	0.200%
Star Ohio - Bldg. Fund BAB's	Daily	\$ 231,066.86	0.100%
Tri-State*** - BAB's (50/50)	Daily	\$ 750,000.00	0.000%
Tri-State*** - TE's (50/50)	Daily	\$ 460,000.00	0.000%
Subtotal		\$ 6,361,608.58	0.261%

***50/50 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.

Total Investments	<u>\$ 14,865,384.14</u>	0.375%
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Rocky River City School District
 Appropriation Summary as of November 30, 2012 - All Funds
 With Certified Resources For FY 2013 To Date

Fund Name	USAS Fund No.	Budget as of 10/31/12	Net Changes November 2012	Revised Budget as of 11/30/12	P/Y Encumbrances	Total Expendable as of 11/30/12	Certificate of Estimated Resources - Amendment #4	Resources Over/(Under) Revised Budget	Add/(Reduce) Amount of "Other Sources" on Amendment #4	Add/(Reduce) Amount of "Taxes" on Amendment #4	Revised Est. Resources Amendment #5
General Fund	001	\$31,875,200	\$0	\$31,875,200	\$329,920	\$32,205,120	\$33,696,556	x \$1,821,356		\$1,729,700	\$35,426,256
Bond Retirement	002	4,430,389	0	4,430,389	-	4,430,389	6,366,500	x 1,936,111			6,366,500
Permanent Improvement	003	170,297	1,875	172,172	-	172,172	211,849	x 39,676	3,750	-	215,599
Building	004	750,288	200,000	950,288	20,612,304	21,562,593	2,841,465	x 1,891,176		-	2,841,465
Food Service	006	457,269	0	457,269	3,225	460,494	494,258	x 36,990		-	494,258
Trust - Band Uniform Fund	007-9007	-	0	-	19,699	19,699	-	-		-	-
Trust - Scholarship	007-9008	20,000	0	20,000	-	20,000	34,582	x 14,582		-	34,582
Trust - Unclaimed Funds	007-9009	500	0	500	-	500	12,327	x 11,827		-	12,327
Trust - Rocky River Angel Fund	007-9907	-	0	-	-	-	-	-		-	-
Trust - Rocky River Angel Fund - Goldwood	007-9908	-	750	750	-	750	507	(243)	600	-	1,107
Trust - Technology Improvement Fund	007-9909	-	0	-	-	-	216	x 216		-	216
Trust - Herb Score Memorial Fund	007-9910	-	0	-	-	-	-	-		-	-
Uniform School Supply	009	27,350	0	27,350	-	27,350	47,077	x 19,727		-	47,077
Rotary Funds	011	204,185	500	204,685	8,415	213,100	361,658	x 156,973	600	-	362,258
School Support Funds	018	70,471	0	70,471	4,012	74,482	167,238	x 96,767		-	167,238
Private Source Grants	019	24,875	21,613	46,488	300	46,788	35,221	x (11,267)	19,193	-	54,414
Self-Insurance Fund	024	-	0	-	-	-	-	-		-	-
District Agency - Workers Comp/Retirement	022	3,100,000	0	3,100,000	-	3,100,000	3,100,000	x 0		-	3,100,000
Student Activities	200	169,825	400	170,225	2,541	172,766	285,080	x 114,855		-	285,080
Athletic and Co-Curricular	300	337,851	6,795	344,646	26,487	371,133	339,023	x (5,624)	8,745	-	347,768
State Grants:											
Auxiliary Services (Private Schools)	401	812,278	49	812,328	47,922	860,250	812,313	x (15)	15	-	812,328
EMIS	432	-	0	-	-	-	-	-		-	-
Entry Year Programs	440	-	0	-	-	-	-	-		-	-
Data Communications	451	-	0	-	-	-	-	-		-	-
School Net - Professional Dev.	452	-	0	-	-	-	-	-		-	-
Misc State Grants	499	-	0	-	-	-	-	-		-	-
Federal Grants:											
Federal Ed Jobs	504	-	0	-	-	-	-	-		-	-
Resident Educator Program	506	-	0	-	-	-	-	-		-	-
IDEA-B	516	692,562	0	692,562	7,859	700,421	692,562	x 0		-	692,562
School District Fiscal Stabilization	532	-	0	-	-	-	-	-		-	-
Title III - Limited English Proficiency/Immigrant	551	15,464	0	15,464	-	15,464	15,465	x 2		-	15,465
Title I	572	242,696	0	242,696	-	242,696	242,696	x 0		-	242,696
Title V	573	-	0	-	-	-	-	-		-	-
Drug-Free Schools	584	-	0	-	-	-	-	-		-	-
Preschool - Special Education	587	10,657	0	10,657	-	10,657	10,657	x 0		-	10,657
Title II-A	590	54,908	0	54,908	-	54,908	54,908	x 0		-	54,908
Misc. Federal Grants	599	-	0	-	-	-	-	-		-	-
Total All Funds		\$43,467,066	\$231,982	\$43,699,048	\$21,062,684	\$64,761,732	\$49,822,157	\$6,123,109	\$32,903	\$1,729,700	\$51,584,760

Amended appropriation passed at the 12/13/12 meeting of the Rocky River Board of Education

Amended Certificate has been or will be requested from the County Budget Commission

**RESOLUTION TO REQUEST TO RECEIVE ADVANCES ON TAX
SETTLEMENT AMOUNTS FROM THE CUYAHOGA COUNTY FISCAL
OFFICER FOR CALENDAR YEAR 2013**

Whereas, Section 321.34 of the Revised Code of Ohio provides that any money in the County Treasury to the account of this Board and lawfully applicable to the purpose of the current fiscal year may be drawn upon if this Board so requests by resolution.

Therefore be it resolved by the Board of Education of the Rocky River City School District that the Fiscal Officer of Cuyahoga County is hereby requested to pay to the Treasurer of this Board any money from all tax revenues collected and deposited into the County Treasury to the account of this Board and lawfully applicable to the purpose of calendar year 2013.

VENDOR NO	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO	PAYMENT
291690	004	5600	419	911B	000000	017	00	\$15,000.00	38219	6874.66 6007.26 8/27/12

APPROPRIATION TRANSFER ATTACHED

Rr

ROCKY RIVER CITY SCHOOL DISTRICT
BOARD OF EDUCATION OFFICE
 21600 CENTER RIDGE ROAD
 ROCKY RIVER, OHIO 44116-3980
 440-333-6000

PURCHASE ORDER NO.
65162

ORIGINATOR DATE 11/15/12	DATE REQUESTED FOR DELIVERY BY for encumbering only	AUTHORIZATION #	CHECK IF GROUP PURCHASING <input type="checkbox"/>
-----------------------------	--	-----------------	--

VENDOR	EDP GEOSCIENCES 9375 CHILLICOTHE ROAD KIRTLAND OH 44094-8501	S H I P T O	ATTN: <input type="checkbox"/> OTHER _____ <input type="checkbox"/> Board Office 21600 Center Ridge Rd. <input type="checkbox"/> Service Building 20951 Detroit Rd.	<input type="checkbox"/> Goldwood Primary School 21600 Center Ridge Rd <input type="checkbox"/> Kensington Intermediate School 20140 Lake Rd <input type="checkbox"/> Middle School 1631 Lakeview Rd <input type="checkbox"/> High School 20951 Detroit Rd.
--------	--	--------------------------------	---	--

QUANTITY	DESCRIPTION AND CATALOG NUMBER	UNIT PRICE	AMOUNT
	Goldwood - Testing		15,000.00
TOTAL...			15,000.00

TREASURER'S OFFICE
 NOV 29 2012
 RECEIVED

TREASURER'S CERTIFICATE

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding.

DATE 11/15/12 TREASURER [Signature]

INSTRUCTIONS TO VENDOR

- ALL SHIPMENTS MUST BE PREPAID
- EXEMPT FROM FEDERAL EXCISE TAX - FEDERAL I.D. #34-6002315 - AND OHIO SALES TAX.
- ROCKY RIVER BOARD OF EDUCATION WILL NOT IN ANY MANNER BE RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE ON ITS ACCOUNT UNLESS AUTHORIZED
- THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

DATE _____ SUPPORT SERVICES _____

ORIGINATOR'S OFFICE

T. Blank/L. Hower
 ORIGINATOR

COORDINATOR/MANAGER/FOREMAN/OTHER

CENTRAL OFFICE

ENCUMBERED

PRINCIPAL
[Signature]

DIVISION ADMINISTRATOR

APPROVED FOR PAYMENT

PARTIAL FULL

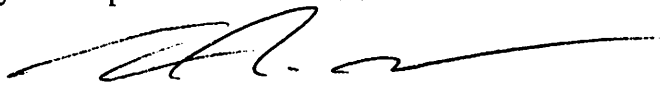
BY L. Hower

DATE 11-29-12

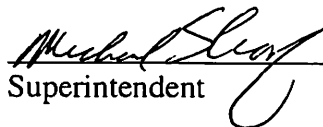
**THEN AND NOW
CERTIFICATE**

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 \$ 6,874.66 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



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

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

Bill To:

Rocky River City Schools
Rocky River City Schools
101 Morewood Parkway
Rocky River, OH 44116

Markus, Greg
Phone: 440-356-6015
Fax: 440-356-6008

PURCHASE ORDER

2798

Page: 1

Release Method: Hard Copy

Release Date: 09/13/2012

Fiscal Date: 08/01/2012

Need By Date: n/a

Print Date: 09/13/2012

Vendor:

345250
GEM INDUSTRIAL, INC. dba GEM, INC.
6411 GRANGER ROAD
INDEPENDENCE, OH 44131

Attn: CUSTOMER SERVICE

Phone: 123-123-1234

Fax:

Ship To:

Facilities Operations
20951 Detroit Road
Rocky River, OH 44116

Thomas, Richard

Phone: (440) 356-6019

Fax: (440) 356-6778

Purchase Order Comments:

Encumbering only; please do not mail

Requisition Numbers: 2110

Vendor Item	QTY	UOM	Description	Unit Price	Total Price
	1	Each	Repairs to 12/31/12	\$36,000.00	\$36,000.00
Deliver To: Maier, Laurel					
					Sub Total: \$ 36,000.00
					Total: \$ 36,000.00

Account Code Summary		
Account Code	Account Description	Amount
001-2720-423-0000-000000-041-00		\$36,000.00

INSTRUCTIONS TO VENDOR

- All shipments must be prepaid
- Exempt for Federal Excise Tax - Federal I.D. #34-60002315 - And Ohio Sales Tax
- Rocky River Board of Education will not in any manner be responsible for goods delivered or work done on its account unless authorized.
- This purchase order number must appear on all invoices, packages and shipping papers.

TREASURER'S CERTIFICATE

It is hereby certified that the amount requested to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding.

Treasurer

APPROVED FOR PAYMENT

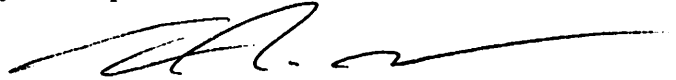
PARTIAL FULL
BY Maier
DATE 12-7-12
AMOUNT: 9,270.00
INVOICE: 38569-1
RECEIVED 5/24/12

TREASURER'S OFFICE
DEC 11 2012
RECEIVED

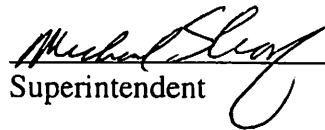
**THEN AND NOW
CERTIFICATE**

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 \$ 9,270.00 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



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

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

Bill To:

Rocky River City Schools

Rocky River City Schools
1101 Morewood Parkway
Rocky River, OH 44116

Markus, Greg
Phone: 440-356-6015
Fax: 440-356-6008

PURCHASE ORDER

2798

Page: 1

Release Method: Hard Copy

Release Date: 09/13/2012

Fiscal Date: 08/01/2012

Need By Date: n/a

Print Date: 09/13/2012

Vendor:

345250
GEM INDUSTRIAL, INC. dba GEM, INC.
6411 GRANGER ROAD
INDEPENDENCE, OH 44131

Attn: CUSTOMER SERVICE

Phone: 123-123-1234

Fax:

Ship To:

Facilities Operations
20951 Detroit Road
Rocky River, OH 44116

Thomas, Richard

Phone: (440) 356-6019

Fax: (440) 356-6778

Purchase Order Comments:

Encumbering only; please do not mail

Requisition Numbers: 2110

Vendor Item	QTY	UOM	Description	Unit Price	Total Price
	1	Each	Repairs to 12/31/12	\$36,000.00	\$36,000.00
Deliver To: Maier, Laurel					
					Sub Total: \$ 36,000.00
					Total: \$ 36,000.00

Account Code Summary		
Account Code	Account Description	Amount
001-2720-423-0000-000000-041-00		\$36,000.00

INSTRUCTIONS TO VENDOR

1. All shipments must be prepaid
2. Exempt for Federal Excise Tax - Federal I.D. #34-60002315 - And Ohio Sales Tax
3. Rocky River Board of Education will not in any manner be responsible for goods delivered or work done on its account unless authorized.
4. This purchase order number must appear on all invoices, packages and shipping papers.

TREASURER'S CERTIFICATE

It is hereby certified that the amount requested to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding.

APPROVED FOR PAYMENT

PARTIAL FULL

BY L. Maier

DATE 12-10-12

AMOUNT: 6336.00

INVOICE: 38776

RECEIVED 5/31/12

Treasurer

TREASURER'S OFFICE
DEC 11 2012
RECEIVED

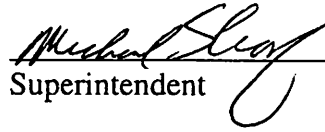
**THEN AND NOW
CERTIFICATE**

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 \$ 6336.00 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



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

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

Bill To:

Rocky River City Schools
Rocky River City Schools
1101 Morewood Parkway
Rocky River, OH 44116

Markus, Greg
Phone: 440-356-6015
Fax: 440-356-6008

PURCHASE ORDER

2798

Page: 1

Release Method: Hard Copy

Release Date: 09/13/2012

Fiscal Date: 08/01/2012

Need By Date: n/a

Print Date: 09/13/2012

Vendor:

345250
GEM INDUSTRIAL, INC. dba GEM, INC.
6411 GRANGER ROAD
INDEPENDENCE, OH 44131

Attn: CUSTOMER SERVICE

Phone: 123-123-1234

Fax:

Ship To:

Facilities Operations
20951 Detroit Road
Rocky River, OH 44116

Thomas, Richard

Phone: (440) 356-6019

Fax: (440) 356-6778

Purchase Order Comments:

Encumbering only; please do not mail

Requisition Numbers: 2110

Vendor Item	QTY	UOM	Description	Unit Price	Total Price
	1	Each	Repairs to 12/31/12	\$36,000.00	\$36,000.00
Deliver To: Maier, Laurel					
					Sub Total: \$ 36,000.00
					Total: \$ 36,000.00

Account Code Summary		
Account Code	Account Description	Amount
001-2720-423-0000-000000-041-00		\$36,000.00

INSTRUCTIONS TO VENDOR

1. All shipments must be prepaid
2. Exempt for Federal Excise Tax - Federal I.D. #34-60002315 - And Ohio Sales Tax
3. Rocky River Board of Education will not in any manner be responsible for goods delivered or work done on its account unless authorized.
4. This purchase order number must appear on all invoices, packages and shipping papers.

TREASURER'S CERTIFICATE

It is hereby certified that the amount requested to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding

Treasurer

APPROVED FOR PAYMENT

PARTIAL FULL
BY: Maier
DATE: 12-10-12
AMOUNT: 69,322.50
INVOICE: 39179
RECEIVED: 7/12/12

TREASURER'S OFFICE
DEC 11 2012
RECEIVED

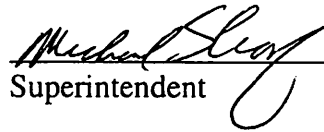
**THEN AND NOW
CERTIFICATE**

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 \$ 6932.50 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



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

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

**EXHIBIT F
BOARD OF EDUCATION MEETING
DECEMBER 13, 2012**

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT, PROVIDING FOR THE LEASE AND EVENTUAL ACQUISITION OF COMPUTER HARDWARE AND SOFTWARE FOR INSTRUCTIONAL PURPOSES AND RELATED MATTERS.

Whereas, Ohio Revised Code Section 3313.37 provides that the board of education of a school district may enter into a lease-purchase agreement providing for the lease and eventual acquisition of computer hardware and software for instructional purposes, subject to certain conditions; and

Whereas, this Board has determined to provide for the lease and eventual acquisition of computer hardware and software for instructional purposes (the "Leased Property") pursuant to a master lease-purchase agreement, addendum, payment schedule and other attachments (collectively, the "Lease") between The Huntington National Bank, as lessor ("Lessor"), and the Board, as lessee, a draft of which document has been filed with this Board; and

Whereas, the obligations of the Board under the Lease will be subject to annual appropriations by this Board;

Now, Therefore Be It Resolved by the Board of Education of the Rocky River City School District, County of Cuyahoga, State of Ohio, that:

Section 1. It is hereby declared necessary and advantageous to the District for the Board to enter into the Lease for the purpose of leasing and eventually acquiring the Leased Property.

Section 2. The Treasurer of the Board is hereby authorized to negotiate the terms for and to sign and deliver, in the name of and on behalf of the School District, the Lease; provided that the aggregate principal components of the rental payments due under the Lease shall not exceed \$725,000, the interest component of those rental payments shall accrue at an annual rate not in excess of 1.20%, the Lease term shall consist of a series of terms ending at the end of the School District's fiscal year and subject to renewal at the option of the School District upon the appropriation of funds to pay rental payments due under the Lease during the following renewal term, and the final renewal term of the Lease shall end not later than five years from the commencement date of the Lease. The President and Treasurer of the Board and the Superintendent are each further authorized to sign any certifications, financing statements, escrow agreements, documents, instruments and to take such other actions as are desirable, advisable, necessary or appropriate to consummate the transactions contemplated by this Resolution and the Lease. The aforesaid escrow agreement is hereby approved in substantially the form as is now on file with this Board, with such changes that are not inconsistent with this Resolution and not substantially adverse to the School District that are approved by the Treasurer on behalf of this Board, all of which shall be conclusively evidenced by the signing of the escrow agreement by the Treasurer.

Section 3. The funds necessary to make the rental payments due under the Lease during the current fiscal year have been appropriated and shall be used for that purpose. Any moneys received by the District in consideration for entering into the Lease shall be paid into the proper fund or funds, and those moneys are hereby appropriated and shall be used for the purpose for which the Lease is authorized.

Section 4. The aggregate of the principal components of the rental payments payable under the Lease (the "Obligations") is hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In that connection, the School District hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the School District delivers the Lease, (i) have not issued and will not issue tax-exempt obligations designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, including the Obligations, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Obligations, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the School District first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Obligations as "qualified tax-exempt obligations." Further, the School District represents and covenants that, during any time or in any manner as might affect the status of the Obligations as "qualified tax-exempt obligations," it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The School District further represents that the Obligations are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

Section 5. This Board covenants that, to the extent within its powers and control, it will use, and will restrict the use and investment of, the proceeds of the Lease in such manner and to such extent as may be necessary so that (a) the Lease will not (i) constitute a private activity bond or arbitrage bond under Sections 141 or 148 of the Code, as amended, or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest components of the rental payments due under the Lease ("Interest") will not be treated as a preference item under Section 57 of the Code.

This Board further covenants, to the extent within its powers and control, (a) that it will take or cause to be taken such actions as may be required of it for the Interest to be and remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the Lease proceeds to the governmental purpose of the Lease, (ii) restrict the yield on investment property acquired with the Lease proceeds, (iii) make timely and adequate rebate payments to the federal government if required to do so, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of Lease proceeds and, as applicable, of the leased property, all in such manner and to the extent necessary to assure such exclusion of that Interest under the Code.

The Treasurer, as the fiscal officer, or the Superintendent or the President of the Board, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the Board with respect to the Lease as the Board is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Lease or Interest or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer,

which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the Board, as may be appropriate to assure the exclusion of Interest from gross income and the intended tax status of the Lease, and (c) to give one or more appropriate certificates of the Board, for inclusion in the transcript of proceedings for the Lease, setting forth the reasonable expectations of the Board regarding the amount and use of all the proceeds of the Lease, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the Interest and the tax status of the Lease.

Section 6. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and any of its committees that resulted in those formal actions were held, in meetings open to the public, in compliance with the law.

Section 7. This Resolution shall be in full force and effect from and immediately upon its adoption.

TREASURER'S CERTIFICATION

The foregoing is a true and correct excerpt from the minutes of the meeting on December 13, 2012, of the Board of Education of the Rocky River City School District, showing the adoption of the resolution hereinabove set forth.

Treasurer, Board of Education
Rocky River City School District, Ohio

Dated: December 13, 2012

CONTRACT FOR HANDICAPPED PUPILS
Court or Parental Institutional Placement in a District Other than the Parent(s)' District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS
PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C.

District of Attendance

The Berea City School District Board of Education hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below with the Rocky River Board of Education (District of Residence) for educational purposes for the school year of 2012 - 2013.


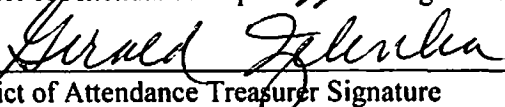
The Rocky River Board of Education (District of Residence) hereby agrees to pay to the Berea City School District Board of Education (District of Attendance) for each of the listed pupil(s), an amount equal to the tuition rate as calculated pursuant to Section 3317.08 of the Ohio Revised Code for the Berea City School District (District of Attendance), or excess cost, if any, pursuant to Section 3323.14 O.R.C. for the pupil(s) listed below.

The Berea City School District Board of Education (District of Attendance) will include these court-placed handicapped pupils in their ADM Certification, pursuant to Section 3317.03 O.R.C. We hereby accept the pupil(s) listed below to our schools on terms described above.

NAME OF STUDENT

ADDRESS OF STUDENT

- | | |
|-------------------|------------|
| 1. Paul Buczynski | AD12914406 |
| 2. | |
| 3. | |
| 4. | |

 District of Attendance Superintendent Signature	11/15/12 Date
 District of Attendance Treasurer Signature	11/15/12 Date

DISTRICT OF RESIDENCE

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the above for the school year 2012-2013 .

District of Residence Superintendent Signature	Date
District of Residence Treasurer Signature	Date

**EXHIBIT H
BOARD OF EDUCATION MEETING
DECEMBER 13, 2012**

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 Rocky River High School Additions and Renovation Project and Goldwood Primary School Addition and Renovation Project be ratified as previously recommended by the Architect and the Executive Director of Construction Services.

ROCKY RIVER HIGH SCHOOL SCHOOL ADDITIONS AND RENOVATION PROJECT:

<u>CHANGE EVENT</u>	<u>DESCRIPTION</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
042	Install additional ceiling trim to allow changes in the acoustical ceiling elevations in the Science Addition to accommodate the routing of the ductwork.	Mosser Construction, Inc.	\$5,147.11
110	Install a stud/drywall chase to conceal re-routed roof drain piping in Science Office 2034. The piping could not be installed in the mechanical shaft, as shown, due to limited space.	Mosser Construction, Inc.	\$814.80
133	Install a new drywall ceiling in Girls Toilet Room 2059. The existing ceiling was scheduled to remain, but needed to be lower to accommodate the new ductwork.	Mosser Construction, Inc.	\$2,165.40
176	Install drywall enclosures around the exposed steel columns in Vocal Classroom 1113.	Mosser Construction, Inc.	\$644.27
178	Install a motorized roller shade over the greenhouse window opening in Biology Lab 1048. Costs for the electrical service to the roller shade will be provided in a future change proposal.	Mosser Construction, Inc.	\$3,831.63
192	Remove the warranty for the	Mosser	No Change

carpeting in Media Center 1100 Construction, Inc.
from the General Trades
Contract. The School District has
obtained the 10-year warranty
directly from the flooring
installer, Messina Floor Covering,
to save costs on remedial moisture
control measures.

**GOLDWOOD PRIMARY SCHOOL ADDITION AND RENOVATION
PROJECT:**

<u>CHANGE EVENT</u>	<u>DESCRIPTION</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
011	Delete the installation of a new sump pump in the crawl space under the gym. It was determined that the cause of previous water observed in the crawl space was from a leaking existing water pump, which has been removed as part of the demolition of the ESC Building.	Miller Plumbing & Heating	(\$5,861.88)
		South Shore Electric	(\$1,198.59)
028	Revise the grades of the planter bed and lawn area near the southwest corner of the Admin. Addition and install an additional yard drain to promote drainage from this area.	Mosser Construction, Inc.	\$3,136.33

**EXHIBIT I
BOARD OF EDUCATION
DECEMBER 13, 2012**

**Transportation Manager
2013-14 Salary Schedule**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Transportation	56,168	57,572	59,011	60,486	61,998	63,548	65,137	66,765	68,434

LIMITED ASSIGNMENT OF LEASES AND RENTS

THIS LIMITED ASSIGNMENT OF LEASES AND RENTS ("Agreement") is made as of the 13th day of December, 2012 ("Effective Date"), by and between the Board of Education of the Rocky River City School District, whose address is 1101 Morewood Parkway, Rocky River, OH 44116 ("Landlord") and AP Wireless Investments I, LLC, a Delaware limited liability company ("APWII"). All references hereafter to "APWII" and "Landlord" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns.

WHEREAS, Landlord, as lessor, and NEW PAR, a Delaware Partnership, d/b/a Verizon Wireless, as lessee ("Verizon"), are parties to that certain lease agreement dated August, 21, 2006, a copy of which is attached hereto as Exhibit A-1 ("Verizon Lease") covering to the premises (the "Verizon Premises") therein described

WHEREAS, Landlord, as lessor, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a AT&T, as lessee ("AT&T"), are parties to that certain lease agreement dated June 6, 2006, a copy of which is attached hereto as Exhibit A-2 ("AT&T Lease") covering to the premises (the "AT&T Premises") therein described.

WHEREAS, Landlord, as lessor, and SPRINTCOM, INC., a Kansas corporation, as lessee ("Sprint"), are parties to that certain lease agreement dated March 31, 1998, a copy of which is attached hereto as Exhibit A-3 ("Sprint Lease") covering to the premises (the "Sprint Premises") therein described.

WHEREAS, the Verizon Lease, the AT&T Lease, and the Sprint Lease shall hereinafter be collectively referred to as the "Lease" or "Leases." Landlord's right, title and interest in the Leases shall be referred to herein as the "Landlord's Interest."

WHEREAS, Verizon, AT&T, and Sprint shall hereinafter be collectively referred to as the "Tenant" or "Tenants", and the Verizon Premises, the AT&T Premises, and the Sprint Premises shall hereinafter be collectively referred to as the "Premises".

WHEREAS Landlord is the owner of the land and improvements on which the Premises are located in the County of Cuyahoga, State of Ohio, commonly known as 20951 Detroit Road, Rocky River, OH 44116 (the "Property"); which Property is more particularly described in Exhibit F attached hereto.

WHEREAS, Landlord wishes to sell and APWII wishes to purchase Landlord's Interest, consisting principally of the right to receive all monies payable by Tenant under the Leases (whether described as base rent, additional rent, holdover rent, fees, charges, interest, or otherwise), together with a limited right to the use and possession of the Premises but only as described herein for the respective Assignment Terms for Leases (as defined in Section 2 (a) below).

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase Price. APWII shall pay to Landlord, the amount of Five Hundred Twenty-Five Thousand Five Hundred Seventy Nine Dollars and Fifteen Cents (\$525,579.15) ("Purchase Price") in payment of the assignment of Leases and the other rights and interests expressly granted by Landlord to APWII herein. The Purchase Price shall be in full payment of the rights expressly granted by Landlord to APWII, and Landlord shall not be entitled to any other compensation or payments of any kind under this Agreement or otherwise in connection with the Lease assignment or other rights expressly granted to APWII under this Agreement or under any other documents executed in connection herewith, except as herein provided.

2. Rights Assigned to APWII

- (a) Subject to the rights of the Tenant under Leases, Landlord hereby irrevocably and unconditionally assigns to APWII all of Landlord's beneficial rights and interests in the Leases described therein for the period commencing on January 1, 2013 and ending on the dates described in Exhibit B attached hereto.(the "Assignment Term"), with no representations or warranties of any kind other than those expressly provided herein. Notwithstanding the foregoing, The parties intend the Assignment Terms for the AT&T and Verizon Leases to be co-terminus with said leases, and the Parties further agree that any the actual lease expiration dates for the AT&T and Verizon Leases shall prevail over any contrary date(s) otherwise identified in Exhibit B of the Assignment.
- (b) With respect to the Verizon Lease APWII acknowledges and agrees that Landlord previously received a lump sum payment of rent from Verizon in the amount of \$75,600.00 covering the rental term from March 2008 through February 2013; that Landlord shall retain this payment in full without any set-off, pro-rations, rent redirection, fees, and or payments by Landlord to APWII; and that APWII's right to receive and collect rent from the Verizon under the Verizon Lease commences on or about March 1, 2013.
- (c) With respect to the AT&T Lease, APWII acknowledges and agrees that Landlord previously received a lump sum payment of rent from AT&T in the amount of \$15,000.00 covering the rental term from June 2012 through May 2013; that Landlord shall retain this payment in full without any set-off, pro-rations, rent redirection, fees, and or payments by Landlord to APWII; and that APWII's right to receive and collect rent from the AT&T under the AT&T Lease commences on or about June 2013.
- (d) During the Assignment Term unless otherwise expressly provided herein, APWII shall have the sole and exclusive right to exercise (or the right to require Landlord to exercise at APWII's option) the rights of Landlord under the Lease and APWII is hereby appointed as Landlord's attorney-in-fact with full power of substitution to demand and collect Rent and to exercise all rights and remedies of Landlord under the Leases consistent with the express terms and conditions of this Agreement. Landlord covenants and agrees that Landlord remains the fee owner of the Property and Premises and shall continue to comply with all obligations of the lessor under the Lease.
- (e) Without limiting the generality of the foregoing, but subject to Section 6 below, APWII shall have the following rights and remedies under the Leases during the Assignment Term, which rights are limited by applicable law and by the terms of this Assignment and the terms of the Lease, which rights and remedies APWII may, in its sole discretion, elect to exercise in whole or in part, but with no obligation to do so:
 - (i) to collect and receive the rents due or to become due and payable with respect to the use, occupancy or enjoyment of the Premises
 - (ii) to modify, amend or waive the Lease provisions in effect during the Assignment Term, including, but not limited to: modifying the rent payment obligation under the Leases (including granting Rent concessions to the Tenant, whether in respect of amount, timing or frequency), the Tenant's termination rights under the Lease, and the Tenants' use rights under the Lease. Provided however APWII may not expand the rights of Tenants under the Leases without the express prior written approval of the Landlord which may be withheld for any or no reason. APWII shall not extend or renew the respective terms of Leases, enter into a new lease, and/or otherwise encumber the Property for any period of time occurring after the expiration of the Assignment Term for the Leases without the express prior written consent of the Landlord. APWII shall not fail to take any action or give any notice required under or by the Leases which will effect an extension or renewal of the term of the Leases for any period of time occurring after the expiration of the Assignment Term without the express prior written consent of the Landlord. APWII shall not be entitled to modify,

amend or waive the Lease provisions to permit the collocation or other expansion in any form of the permitted single location on each light pole subject to the Leases without the express prior written consent of the Landlord. APWII shall not be entitled to modify, amend or waive the Lease provisions to permit any "affiliates" of the Tenants under the Leases to utilize the respective Premises and/or Property subject to the Leases in any form without the express prior written consent of the Landlord. In the event that Landlord agrees to an extension, renewal, collocation, expansion of permitted uses, and/or use by any "affiliates" of the Tenants, Landlord shall be entitled to receive no less than eighty percent (80%) of the royalties, revenue and/or rent generated as a result thereof;

- (iii) to terminate the Lease or to allow Tenant to terminate Leases, provided that any such termination by APWII or Tenant is provided for by the express terms of the Lease;;
- (iv) subject to the limitations set forth in Sections 2(b)(ii) and 4 herein, to continue the Leases in effect after Tenant's breach, in APWII's sole discretion, provided that APWII shall not extend or renew the respective terms of the Leases, enter into a new lease and/or otherwise encumber the Property for any period of time occurring after the expiration of the Assignment Term without the express prior written consent of the Landlord;
- (v) subject to the limitations set forth in Sections 2(b)(ii) and 4 herein, to extend or renew the term of the Sprint Lease (but not beyond the end of the Assignment Term for the Sprint Lease) or to decline to do so;
- (vi) subject to the limitations set forth in Sections 2(b)(ii) and 4 herein, to grant any consent or approval under the Leases or to decline to do so, provided that APWII shall not extend or renew the respective terms of the Leases, enter into a new lease and/or otherwise encumber the Property for any period of time occurring after the expiration of the Assignment Term without the express prior written consent of the Landlord;
- (vii) subject to the limitations set forth in Sections 2(b)(ii) and 4 herein, to re-lease the Premises following termination or expiration of the Leases, provided that APWII shall not extend or renew the respective terms of Leases, enter into a new lease or otherwise encumber the Property for any period of time occurring after the expiration of the Assignment Term without the express prior written consent of the Landlord., Landlord shall be entitled certain additional payments by APWII in accordance with Sections 4 and 24;
- (viii) to accept or decline an abandonment of the Premises or property installed thereon;
- (ix) to release, revoke or re-assign any rights it may have hereunder to Landlord subject to the Landlord's express written prior acceptance of such release, revocation or re-assignment;
- (x) to exercise all of Landlord's rights and remedies under the Leases as they pertain to the collection of rent or sums due under the Leases, or if APWII so elects, to exercise any other right or remedy of Landlord under the Leases or the Law (as hereinafter defined) in such manner and in such order or combination as APWII deems appropriate in its reasonable discretion subject to the terms and conditions herein;
- (xi) to commence, defend and compromise any action or proceeding relating to the Tenants' or Landlord's obligations under the Leases and to retain or direct counsel of its choosing in any such action or proceeding at APWII's sole cost and expense;
- (xii) to file, pursue, defend or compromise any claim or adversary proceeding in bankruptcy, insolvency or similar proceeding relating to Tenants' obligations under the Leases;
- (xiii) to pledge grant a security interest in, assign, or sell APWII's interests under this Agreement to a third party, including any lender to APWII;

- (xiv) subject to the limitations set forth in Sections 2(b)(ii) and 4 herein, to consent to, or decline to consent to, an assignment or sublease of Tenant's interests in this Lease or the Premises;
 - (xv) to protect and defend any rights in the Premises subject to Leases A, B, and C expressly granted to APWII herein.
 - (xvi) Intentionally Deleted
- (f) During the Assignment Term, Landlord shall not, other than to the extent required herein, including to the extent required to perform its obligations under the Leases as set forth in Section 3 below, or upon the written consent or direction of APWII, exercise any right or remedy of Landlord under the Lease or by Law inconsistent with the express terms and conditions of this Agreement.
- (g) If and to the extent that any security deposit or other deposit (whether in the form of cash, letter of credit or other security) has been made by Tenant under the Lease (collectively, "Deposits"), Landlord shall exclusively retain all rights and interests in the Deposits without any obligation to APWII now or in the future, and Tenants shall look solely to Landlord for any claim in and to the Deposits.
3. **Landlord's Ongoing Obligations.** The parties hereby acknowledge that by this Agreement, APWII has not assumed any of the obligations, duties or liabilities of Landlord under the Leases. Nothing contained herein, and no action or forbearance or exercise of the rights and remedies of Landlord under the Leases on the part of APWII as permitted by this Agreement, shall constitute or be construed as an assumption by APWII of any obligation of Landlord under the Lease whether arising before, on or after the Effective Date. During the Assignment Term, Landlord shall continue to fulfill or perform fully, faithfully and timely, each and every condition, covenant, obligation and duty required of Landlord under the Leases or by Law, other than those assigned herein, whether arising prior to, on or after the Effective Date. Without limiting the generality of the foregoing, Landlord shall:
- (a) not suffer or allow any breach, default or event of default by Landlord to occur under the Leases;
 - (b) not take any action, or fail to take action, for the purpose of, or with the effect of, terminating the Leases or inducing or causing Tenants to exercise, or not to exercise, a right to renew or extend the Leases relating to any period of time during the Assignment Term;
 - (c) not perform or discharge any obligation or liability of Landlord under the Leases in a manner that would: (i) hinder, delay or otherwise adversely affect APWII's receipt and collection of Rent or the exercise by APWII of any of its other rights or remedies under the Leases; or (ii) give rise to any offset or deduction by Tenant, or the withholding by Tenant of Rent for any cause or reason whatsoever, or the assertion of any such right by Tenant;
 - (d) to the extent expressly required by the Leases, keep and ensure that the Property and the Premises remain in compliance with all applicable federal, state, municipal and local laws, rules, ordinances, regulations and permits (collectively, "Law(s)");
 - (e) not terminate or accept a surrender or termination of the Lease;
 - (f) at Landlord's sole cost and expense, appear in and defend any action growing out of the obligations liabilities of the Landlord under the Leases;

(g) , not transfer, pledge, convey, hypothecate, create a security interest or lien upon the Premises, Property or the Leases which in any way is superior to or that jeopardizes in any manner or respect APWII this Agreement;

(h) Intentionally Deleted

(i) to the extent expressly required by the Leases, operate and maintain the Property, Premises and any improvements thereon only in good order and repair in the ordinary course of business and refrain from entering into any agreements, contracts, services or other activities that would conflict with, frustrate or fail to comply with the terms and conditions of the Lease, this Agreement or any assignments or agreements entered into between the Landlord and APWII;

(j) to the extent expressly required by the Leases, comply with all obligations, duties and liabilities as Landlord under the Lease, and satisfy all such obligations in good faith and with due diligence;

(k) promptly forward to APWII any written notice or communication by, to or from Landlord and any tenant, government authority, taxing authority, service provider, lender, mortgagee or otherwise which may affect the Leases or which notice may affect or relate to the Property or Premises or the operation or function thereof in any manner or respect.

(l) Intentionally Deleted.

Without the express prior written consent of APWII, during the Assignment Term for, Landlord shall not, and shall have no authority to, amend or modify, the Leases, or waive any default thereunder, or declare or assert the termination or expiration thereof during the Assignment Term.

Notwithstanding any term or provision to the contrary provided elsewhere herein, at any time, and from time to time, Landlord shall, if APWII is not permitted to do so directly by local law, as and when requested by APWII, at APWII's sole cost and expense, use commercially reasonable efforts to cause Tenants to fulfill or perform any condition, covenant and obligation of the Leases to be fulfilled or performed by Tenants, including, specifically, the payment of rent directly to (or otherwise at the direction of) APWII.

4. **Successor Lease(s).** Upon any expiration of any Lease resulting from an election by Tenant not to exercise a right to renew or extend the Lease or the failure, whether inadvertent or otherwise, to exercise any such right or upon the termination of the Lease(s) for any reason (including without limitation any termination resulting from (x) a default or breach by Tenant or (y) a rejection or deemed rejection of the Lease in bankruptcy), Landlord shall and hereby does irrevocably grant to APWII the right to re-lease one (1) location on the light pole occupied by a Tenant as of the Effective Date, for a term commencing upon the expiration or termination of said Lease and ending upon on the last day of the Assignment Term for said Lease, upon terms and conditions which are identical to those in said Lease, and APWII shall be entitled to the proceeds and rent therefrom subject to the limitations set forth in Section 2(b) (ii) herein. In the event of such a re-lease, Landlord shall be entitled to fifty percent (50%) of Excess Rent, if any, that becomes due and payable to APWII as a result of any renegotiation triggered by the expiration or termination of the Leases. Excess Rent shall be defined as any net rent actually received by APWII that is greater than the rent due under the Leases, as applicable. For purposes of determining Excess Rent, the Leases are deemed to remain in full force and effect throughout the stated terms of this Agreement. For the period of time after the expiration of Lease C on July 31, 2023 and until December 31, 2027, the rent, for the purposes of calculating Excess Rent, will be assumed to be the rent paid during the final year of the Sprint Lease. APWII shall remit the Excess Rent, if any, to Landlord on the twentieth (20th) day or first business day thereafter of each quarter (i.e., January 20th, April 20th, July 20th, October 20th) throughout the respective Assignment Term thereof, if actually received by APWII during the preceding month. **By way of example only:** If rent in year 1 is \$1,000 with a three percent (3%) annual escalator, and the underlying lease expires at the end of year 1, rent at lease expiration will be \$1,000 x 1.03 (annual escalator of 3%) = \$1,030. For the purposes of determining Excess Rent, we will assume that rent

under the now expired lease will continue upon the same terms of the Existing Agreement. Thus, in year 2, rent will be $\$1,030 \times 1.03$ (annual escalator of 3%) = $\$1,060.90$. If at this point the rent becomes $\$1,360.90$, the Landlord shall be entitled to 50% of the difference between the new rent and the prior rent (the "Excess Rent") ($\$1,360.90$ minus $\$1,060.90$) = $\$300 \times 50\%$ = $\$150.00$.

5. **Cooperation by Landlord.** From time to time hereafter, (a) Landlord shall promptly furnish to APWII such information (including documents and records in Landlord's possession, custody or control) regarding property owner's ownership of the Premises, the Leases, the Premises and Tenant(s) as APWII reasonably requests; and (b) Landlord shall provide access to the Premises (to the extent not prohibited by the Leases) for the purpose of APWII's inspection of the Premises and improvements thereon, and such other purposes as APWII reasonably deems appropriate. Landlord shall deliver to APWII a copy of any written communication that Landlord delivers to Tenant(s) at the same time and in the same manner that such communication is delivered by Landlord to Tenant(s). Landlord shall promptly deliver to APWII a copy of any written communication that Landlord receives from Tenant or any other person relating to the Lease or the Premises. Landlord shall keep APWII reasonably informed of any other communications between Landlord, on the one hand, and Tenant(s), on the other hand, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Lease or the Premises.
6. **Improvements.** APWII commissioned an inspection report of the Premises subject to the Leases from Collateral Specialists Inc. dated November 14, 2012 and found no material defects, faults or any other concern relating to the Premises subject to the Leases. A copy of said November 14, 2012 inspection reports (23 pages) is attached hereto as Exhibit D as if fully rewritten herein. Notwithstanding any provision in the Leases, APWII acknowledges that the Premises subject to the Leases are respectively comprised of one cellular location on an existing pole and that said poles contain lighting and related equipment for the Landlord's athletic facilities, and APWII agrees that it shall take no action to interfere, impede or prevent said light poles from continuing to be used at all times as lighting and for related uses for the Landlord's athletic facilities during the Assignment Term. Notwithstanding any provision in the Lease, APWII further agrees that it shall not permit the Tenants or any other tenant permitted under this Agreement to take any action that may interfere, impede or prevent said poles from continuing to be used at all times as lighting and for related uses for the Landlord's athletic facilities during the Assignment Term. Notwithstanding the foregoing, and subject to the terms and conditions of the Leases, Landlord agrees that all antennas, telecommunications equipment, alterations and other improvements brought or made to the Premises (collectively, the "Improvements") by Tenant shall be and remain Tenant's personal property irrespective of whether all or any portion thereof is deemed to be real property under applicable law. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Lease to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Improvements or any portion thereof. Tenant, in its sole discretion, may remove the Improvements or any portion thereof at any time during the term of the Lease, without notice to Landlord and without Landlord's consent
7. **Notice to Tenant.** Landlord shall execute and furnish to APWII a notice (the "Tenant Notification Letter") in the form of Exhibit E attached hereto. Within three (3) calendar days of the Effective Date, Landlord shall deliver an original or copy of the Tenant Notification Letter to Tenant. Landlord shall be responsible for taking such other action as is necessary or appropriate to give Tenants actual notice of the sale and assignment of the Lease, and to cause Tenants to commence payment and delivery of Rent directly to APWII, as herein described. APWII may elect also to deliver an original or copy of the Tenant Notification Letter to Tenants at such time or times after the Effective Date that APWII deems appropriate. After the Effective Date, Landlord shall notify APWII by facsimile transmission within one (1) calendar day of Landlord's receipt of any payment in respect of Rent, and Landlord shall forward such payment to APWII within three (3) business days (a) by reputable overnight courier service which provides package tracking services (if such payment was received by Landlord by check or other negotiable instrument; provided Landlord shall endorse such negotiable instrument in favor of APWII prior to forwarding it to APWII) or (b) by wire transfer (if such payment was received by Landlord in any other form). APWII/APWII

8. APWII's Remedies

- (a) If APWII determines in its reasonable discretion that Landlord has failed, after reasonable notice and opportunity, to perform any covenant, obligation or duty which Landlord is bound to perform under the Leases, the Successor Lease or any other agreement or applicable law relating to the Leases, the Successor Lease or the Premises, then APWII shall notify Landlord in writing of such alleged failure within thirty (30) days of when APWII learned of, knew of or should have known of the Landlord's alleged failure.
- (b) In addition to its other rights and remedies under this Agreement and applicable law, APWII may enforce this Agreement by specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law, it being acknowledged by Landlord that money damages may not be an adequate remedy for the harm caused to APWII by a breach or default by Landlord under this Agreement.

9. Representations. Landlord hereby represents and warrants to APWII, as of the date hereof, that:

- (a) The Leases, this Agreement and all other documents executed by Landlord in connection therewith constitute the legal, valid and binding obligations of Landlord, enforceable against Landlord in accordance with their terms.
- (b) To the best of Landlord's actual knowledge and belief without inquiry or investigation, there are no uncured defaults on the part of Tenants or Landlord under the Leases and there is no circumstance, event, condition or state of facts which, by the passage of time or the giving of notice or both, could constitute or result in such a default.
- (c) To the best of Landlord's actual knowledge and belief without inquiry or investigation, Tenants have no existing defenses, offsets, credits, charges, liens or claims under their respective Lease or otherwise against the Landlord or any other party in connection with the Premises.
- (d) Tenants (i) do not have any option or preferential right to purchase the Premises or terminate their respective Lease and (ii) does not have any right or interest with respect to the Premises other than as tenant under their respective Lease.
- (e) The execution, delivery and performance by Landlord of the Leases, this Agreement and such other documents do not and will not violate or conflict with any provision of Landlord's organizational documents (if Landlord is an organization) or of any agreement to which Landlord is a party or by which Landlord or the Premises is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Landlord is subject.
- (f) Any permits, licenses, consents, approvals and other authorizations which are required to be obtained in connection with Landlord's execution, delivery or performance of the Leases, this Agreement and such other documents have been obtained and are and will remain in full force and effect.
- (g) There is no pending or threatened action, suit or proceeding that, if determined against Landlord, would adversely affect Landlord's ability to enter into the Leases, this Agreement or such other documents or to perform its obligations hereunder or thereunder.
- (h) A true, correct, and complete copy of the Leases (including all amendments and modifications thereof) is attached hereto as Exhibit A-1, A-2, and A-3, respectively.
- (i) Landlord has received no indication, written or otherwise, from Tenant or any other party that Tenant(s) intends to terminate their respective Lease prior to the expiration of such Lease term.

- (j) The execution, delivery and performance of this Agreement is supported by a duly adopted resolution by the Landlord.
10. Environmental Covenants and Indemnity. APWII will not introduce or use, or permit to be introduced or used, any substance, chemical or waste (collectively "Substance") on, under or about the Property or the Premises subject to the Leases that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. APWII shall defend, indemnify, protect and hold the Landlord harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of APWII and its agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.
 11. General Indemnity. In addition to the Environmental Indemnity set forth above, APWII shall indemnify, defend and hold the Landlord harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising out of the use and/or occupancy of the Property and Premises by APWII and its agents, contractors and employees. This indemnity shall not apply to any claims to the extent they arise from the gross negligence or intentional misconduct of the Landlord. Notwithstanding the foregoing, or any provision to the contrary set forth herein, APWII shall have no liability or obligation whatsoever to maintain or repair the areas upon which the Premises subject to the Leases are located unless such was caused by APWII or its agents, contractors and/or employees.
 12. Assignment; Secured Parties. Except as otherwise provided in this Agreement, APWII has the unrestricted right to assign or grant a security interest in all of APWII's interest in and to this Agreement, and may assign this Agreement to any such assignees, or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties").
 13. Casualty. Landlord shall promptly notify APWII of any casualty to the Premises or any portion thereof. Landlord shall not settle or compromise any insurance claim relating to the Premises except upon 30 days prior written notice to APWII.
 14. Further Assurances. The parties shall, from time to time, upon the written request of the other party, promptly execute and deliver such certificates, instruments and documents and take such other actions as may be appropriate to effectuate or evidence the terms and conditions of this Agreement or to enforce all rights and remedies hereunder or under the Lease.
 15. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be served by personal delivery, by facsimile transmission or by Federal Express or another reputable overnight courier service, addressed to the party to be notified. If there is any dispute regarding the actual receipt of notice, the party giving such notice shall bear the burden of providing reasonably satisfactory evidence of such delivery or receipt. For the purposes of the foregoing, the addresses of the parties shall be as set forth below their names on the signature page hereof.
 16. Entire Agreement. This Agreement, and the instruments and agreements referred to herein, constitute the entire agreement between Landlord and APWII with respect to the subject matter hereof. Without limiting the generality of the foregoing, Landlord acknowledges that it has not received or relied upon any advice of APWII or its representatives regarding the tax effect or attributes of the transactions contemplated hereby.
 17. Counterparts. This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.

18. Amendments, Etc. This Agreement may be amended, modified or terminated only by a writing signed by the party against whom it is to be enforced. No act or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.
19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. APWIIAPWIIAPWIIAPWIIAPWII
20. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer any rights or benefits on any Person other than Landlord and APWII, and their permitted successors and assigns.
21. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

22. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability, and the remaining provisions shall remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, are not affected thereby in a materially adverse manner with respect to either party.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

Landlord:

**Board of Education of the Rocky River School District,
an Ohio city school district and political subdivision**

By:

Title: _____

By:

Title: _____

STATE OF _____ }

COUNTY OF _____ }

On _____, 20__, before me, the undersigned, a Notary Public in and for said

State,

personally

appeared _____ of _____, to me

known to be the identical person named in and who executed the foregoing instrument and acknowledged

that he/she executed the same as his/her free act and deed.

Notary Public in and for said County and State

My commission expires:

STATE OF _____ }

COUNTY OF _____ }

On _____, 20____, before me, the undersigned, a Notary Public in and for said

State,

personally

appeared _____ of _____, to me

known to be the identical person named in and who executed the foregoing instrument and acknowledged

that he/she executed the same as his/her free act and deed.

Notary Public in and for said County and State

My commission expires:

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

AP WIRELESS INVESTMENTS I, LLC

By: 
Eric M. Overman
CEO and General Counsel

Address: 9373 Towne Centre Drive, Suite 200
San Diego, CA 92121

Tel: (646) 912-8058
Fax: (203) 549-0930

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO }

On DECEMBER 12, 2012 before me, ESTEBAN CASTREJON, Notary Public
(Name of Notary Public and Title)

Personally appeared ERIC M. OVERMAN of San Diego, California/AP Wireless Investments I, LLC, who proved to me the basis of satisfactory evidence to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

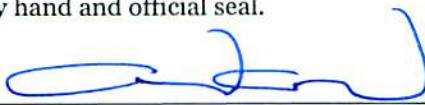
Signature  (seal)



EXHIBIT A-1

THE VERIZON LEASE AND ALL AMENDMENTS (IF ANY)

[ATTACHED]

Rocky River Middle School



COURSE CATALOG

2013-2014



ROCKY RIVER CITY SCHOOL DISTRICT

ROCKY RIVER MIDDLE SCHOOL

1631 Lakeview Avenue
Rocky River, Ohio 44116

Mrs. Megan Rose
Principal

Ms. Gweynn Hampel
Assistant Principal

Administration Office
(440) 356-6870

Ms. Peg Liberatore
Guidance Counselor

Guidance Office
(440) 356-6875

INTRODUCTION

This Course Catalog presents the course offerings that serve as the basis of the educational program of Rocky River Middle School. Courses and programs are designed to assist the middle school student to attain academic excellence, to provide a framework for emotional growth, and to provide opportunities for the development of positive social relationships. All programs and courses are a continuation of work completed in Grades K-5, and will provide skills necessary for success at the middle school.

During the registration process, the students and parents will receive information from teachers and counselors that will help them make realistic course selections. The student's past achievement record should be used to influence decisions. Parents will finalize the course selection process by signing the scheduling card.

CLASS SCHEDULE

The student day begins at 8:15 a.m. and concludes at 3:18 p.m. All students will be scheduled for nineteen twenty-minute mods (periods) of instruction including lunch. Sixth grade students are scheduled for three mods of instruction in mathematics, science, social studies, and language arts (60 minutes). Seventh and eighth grade students will be scheduled for three mods of instruction in mathematics and English (60 minutes). All other classes will be scheduled for two mods (40 minutes) and one mod will be scheduled for lunch (20 minutes).

THE HOUSE PLAN ORGANIZATION

Rocky River Middle School is organized under a Team Plan. This arrangement creates a school within-a-school in which the total enrollment is divided into smaller units for instructional purposes. The Sixth, Seventh, Eighth and Learning Resources Houses are each under the leadership of a Co-coordinator of Instruction who assumes daily educational and administrative responsibilities. The Sixth Grade Team consists of two academic teams with honors, regular education and special education classes taught to students on both teams.

The academic teachers of each team have a common planning time each day to permit them to meet, plan and coordinate the activities for the instructional program. The frequent communication afforded by the Team Plan also enables staff to identify student academic and behavioral problems at the earliest possible time and to devise strategies for resolving the problems. The principal, assistant principal, counselor, LRS Coordinator, and other support personnel frequently participate in team meetings.

The House Plan recognizes the student as an individual and provides a unit within which the student can have a sense of belonging. In addition, the plan provides a transitional step for students as they progress from the classroom at the elementary school to the larger unit plan and departmentalized classrooms at the high school.

PLANNING FOR HIGH SCHOOL

Even though High School graduation is a few years away, students need to be aware that graduation is dependent on requirements set forth by the Ohio Revised Code and the Rocky River Board of Education. Requirements currently include meeting the Ohio Graduation Test requirement and completing twenty-one (21) units of credit with a designated number of credits for each content area.

REQUIRED COURSES AT ROCKY RIVER HIGH SCHOOL

Graduating Classes: **2014 and Beyond**

Course	Credit	Requirement
English	4	English 9, 10, 11, 12
Mathematics	4	Must include Algebra II
Science	3	* See Below
Health & Fitness	1	.5 Health and .5 Fitness (Each Fitness semester is .25)
Social Studies	3	World History, US History and US Government and Contemporary Issues
Required Electives	1	Two half units of credit of Business Technology, Fine Arts and/or World Language
Additional Electives	5	
TOTAL CREDITS	21	

*Science credits must include 1 credit of physical sciences, 1 credit of life sciences and 1 credit of advanced study in one more of the following sciences: chemistry, physics, or other physical science; advanced biology or other life science; or other earth or space science.

All students must receive instruction in economics and financial literacy during grades 10-12 and must complete at least two semesters of fine arts any time in grades 7-12. Students following a career-technical pathway are exempted from the fine arts requirement.

Note: Algebra, EPE, and World Language are taught at the Middle School by a secondary certified teacher will be counted toward graduation.

At least five classes each semester must be scheduled.

CREDIT FLEXIBILITY PROGRAM

Flexible credit applies to any alternative coursework, custom learning activity, assessment, and/or performance that demonstrate proficiency qualified to be awarded equivalent credit toward graduation as applied for and approved in advance by the district. Approved credit awarded will be posted on the student's transcript, calculated into the student's grade point average (GPA), and counted as required graduation credit in the related subject area or as an elective.

The school district communicates the Credit Flexibility Program Information and Guidelines annually on the district website and in the course catalogs. If interested, a student must initiate the request to take a course or earn credit via Credit Flexibility by first meeting with his or her counselor and then successfully completing the application process.

Any student with high school status can earn credit toward graduation in three ways, or a combination

thereof:

1. Traditional coursework
2. Credit by assessment
3. Board approved educational options (i.e., dual enrollment, post-secondary enrollment, independent study, alternate coursework, custom learning activity)

MIDDLE SCHOOL ENROLLMENT REQUIREMENTS

All students must enroll in English/Language Arts, Mathematics, Social Studies, Science, Reading or a World Language, Health/Fitness Education, and Unified Arts. World language students successfully completing the curriculum in a language should enroll in the second-year course in the ninth grade and thereby are able to complete a five-year program prior to graduation from high school. Unified Arts courses are: Art (6,7,8), Exploring Technology (6), Design in Technology Education (7), Technology Inc. (8), Music Literature (8) and College and Career Readiness (6,7,8). Each is taught as a nine-week course. The student fees collected in the fall are used to partially defray the cost of supplies and materials used in these classes.

LEARNING RESOURCE SERVICES

Services for all students are generally provided in the classroom so that the assistance can be directly related to instructional content covered by the classroom teacher.

Methods of delivering these services include tutorial, small-group academic coaching, team teaching, consultation, or enrichment. Also, LRS math and English courses are offered for special education students when recommended by the IEP team. These classes are based on the regular adopted courses of study with modifications according to individual needs.

A student may receive additional services based on individual needs. Vocational education and daily living classes are offered as a substitution for science and social studies for students with multiple disabilities requiring a more functional curriculum.

GIFTED/HONORS OPTIONS

Honors courses are offered to students identified as Gifted and to students who have demonstrated superior performance in the subject both in the classroom and on standardized tests and who are motivated to study. Program options include:

- Honors courses in Language Arts, and Mathematics at the 6th grade level.
- Honors courses in English and Mathematics at the 7th grade level.
- Honors courses in Science, Mathematics and English at the 8th grade level.

Placement in an honors course at the Middle School is a decision that needs to be made in the best interests of each child and based upon a variety of information and data. Some of this information is objective in nature and can easily be identified. Other information is more subjective and is generated based upon a teacher's perception for potential success given the amount and quality of student work observed in class.

Before determining placement into honors classes, the Kensington staff (for placement in classes for grade six) and the Middle School staff (for placement in classes for grades seven, eight, and nine) examine a number of criteria judged to be indicators of potential success in an honors course. Each

child is evaluated according to the indicators listed below and recommendations are made.

1. Terra Nova test scores.
2. Consistent high passing scores on Ohio Achievements Assessments.
3. Strong understanding of how to identify nouns, verbs, adjectives, and adverbs (Language Arts).
4. Strong organizational skills in writing and speaking.
5. Articulates ideas clearly in writing and speaking.
6. Effective speaking including strong vocabulary use.
7. Demonstrates skill in the application of math facts (Math).
8. High ability score.
9. More A's than B's in current Math or Language Arts courses.
10. Teacher recommendation.
- 11. Strong work ethic.**
- 12. Consistently turns in homework assignments and projects on time.**

Perhaps one of the most important indicators for success would be a strong work ethic. If a student does not choose to perform in the classroom and does not consistently complete homework, success in any class will be unlikely. A student's final grade in Algebra 1, EPE (8th grade science for high school credit), Spanish 1 or French 1 will be calculated as a high school credit. Dropping one of these classes because of poor performance is discouraged based on scheduling issues.

Placement decisions need to be made based upon the needs of the individual, not because of what may be perceived as a more socially acceptable choice. Please evaluate a student according to the above criteria and make decisions based upon his/her individual abilities and needs.

GUIDANCE SERVICES

Guidance is a total school concern and involves administrators, teachers, and specialized staff members who become part of a guidance team. The objective is to know each student personally so that individual needs can be recognized and met.

Parents may call the guidance department (356-6875) for assistance in securing specialized school services such as scheduling parent-teacher conferences, evaluation of learning problems, assistance from the Learning Resource Center, course selection, interpretation of test scores, homebound tutoring during an extended illness, speech and hearing therapy, and referral to community agencies.

The guidance counselor meets with each Team every Tuesday. Parents may request updates on their child's performance by contacting the guidance counselor. Please be sure to check Progress Book before making any contacts regarding progress. Sometimes your questions can be answered by checking online.

GRADING

Grades are quantitative statements reflecting a professional judgment of a student's performance. They represent the degree of mastery of the prescribed curriculum of a given content area or course by the student at a given time in his/her educational development. This measurement of a student's performance provides a vehicle for the educator to communicate with not only the parent but also the student. Grades indicate the academic achievement of a student, not the student's ability.

Evaluation must be a daily function so that feedback, both written and verbal, is continual to the

students. Grades reflect a student's actual academic performance in class. Parameters will include: assessments, tests, homework, and class participation. Teachers will follow additional guidelines in the appropriate courses of study when calculating and determining a student's grade.

The student will receive grades of A, B, C, D, or F. An "I" grade designates that the work required for the class has not been completed, while an "EX" grade is given when a student has been excused from taking the class. Scholastic grades are interpreted as follows:

A+	=	98% - 100% (or more)	D+	=	67% - 69.9%
A	=	93% - 97.9%	D	=	63% - 66.9%
A-	=	90% - 92.9%	D-	=	60% - 62.9%
B+	=	87% - 89.9%	F	=	00% - 59.9%
B	=	83% - 86.9%	I	=	Incomplete (must be changed within 2 weeks after the grading period ends)
B-	=	80% - 82.9%	P	=	Passing (discretion of teacher with administrative approval)
C+	=	77% - 79.9%	EX	=	Excused from taking the class
C	=	73% - 76.9%	S	=	Satisfactory
C-	=	70% - 72.9%	U	=	Unsatisfactory

A "P" passing grade may be used, upon the approval of the principal, for a student demonstrating satisfactory progress for ability, but who has not mastered minimum skills required for earning a grade of "D" or higher in the course. Satisfactory and Unsatisfactory can be used when a student is auditing a class.

Interim reports will be mailed home during the fifth week of each quarter for those students performing below expectations or ability. Report cards will be sent home with the students approximately one week after the conclusion of the first three quarters. The fourth quarter report card will be mailed home approximately one week after the last day of school.

Mid-term and final exams are given in those courses, which are equivalent to high school courses (Algebra 1, EPE, Spanish I, French I). These courses will count toward the 21 credits required for graduation from high school. Midterm and final grades are averaged with quarter grades to determine final course grades for the year. World Language taken in 8th grade for high school credit may count as one of the three required years of language needed to earn an honors diploma. Letter grades containing pluses and minuses will be calculated and reported on all transcripts sent to high school.

PROMOTION

A student in the seventh or eighth grade must pass four of the five core academic subjects (English, Mathematics, Science, Social Studies, and Reading or a World Language) in order to be promoted to the next grade. A student in the sixth grade must pass three of the four core academic subjects (Language Arts, Mathematics, Science, and Social Studies) in order to be promoted to the next grade. A student may be placed in another grade or be assigned to an alternative schedule or program if it is judged that mitigating factors warrant such action.

SCHEDULE CHANGES

Since we are a small school, it is not always easy to make schedule changes after the start of the school year. Before any change to a student-initiated request can be made to drop an elective, the student must:

1. Obtain a drop form from the counselor.
2. Obtain signatures from the parent, teacher, and counselor.

After the first two weeks of school, a student may drop an elective (choir and band) only at the conclusion of each nine-week grading period. The grade earned will be recorded on the report card.

Students scheduled for a World Language who choose to drop this class during the school year will be scheduled into a reading class or study hall. After the first quarter, students who drop a World Language, honors class or class for high school credit will have to do so WF (withdrawn failing), which will be noted on their report card.

PLEASE MAKE SURE BEFORE SIGNING UP FOR AN ELECTIVE THAT YOUR CHILD INTENDS TO REMAIN IN THE CLASS FOR THE ENTIRE SCHOOL YEAR.

GRADE SIX REQUIRED CURRICULUM

The content of each course is reviewed periodically by the Curriculum Development Committee. Changes in course content and/or title may occur.

CORE ACADEMIC COURSES

Course Title: LANGUAGE ARTS 6 (English and Reading)

Length: 1 year

Language units include grammar, spelling, usage, structure, mechanics, and oral presentation. Knowledge of these skills is needed for development of sentences, paragraphs, themes, and speaking skills. This course also promotes developing and continuing independence and widening interest in reading. Reading skills will be enhanced through the use of short stories, novels, and vocabulary enrichment. Comprehension, critical thinking, and reference skills will be emphasized. Independent study is encouraged.

Course Title: HONORS LANGUAGE ARTS (English and Reading)

Length: 1 year

The honors language arts course is offered to students identified as Gifted/Honors. These students have demonstrated superior performance in the subject both in the classroom and on standardized tests and are motivated to study. Study includes language/grammar, vocabulary, speech, literature, and composition. Opportunities for independent study are also provided. Reading skills will be enhanced through the use of short stories, novels and vocabulary enrichment. Comprehension, critical thinking, and reference skills will be emphasized. Independent study is encouraged.

Course Title: SOCIAL STUDIES 6

Length: 1 year

The course is a survey of the Eastern Hemisphere, including history (historical thinking skills and early civilizations), geography (spatial thinking and skills, places and regions, human systems), government (civic thinking and skills, roles and systems of government), and economics (economic decision making and skills, scarcity, markets, and financial literacy).

Course Title: MATHEMATICS 6

Length: 1 year

This course emphasizes proficient computation with whole numbers, fractions, decimals, ratios, percentages, and the application of these skills to solving real world problems. Also, included in this course are units designed to extend the students understanding of number sense and operations, geometry, measurements, patterns, algebraic relationships, data analysis and probability.

Course Title: MATHEMATICS 6 HONORS

Length: 1 year

Mathematics 6 Honors is designed for students that have demonstrated superior ability in the subject of mathematics both in the classroom and on standardized tests and are motivated to study. The course will cover the concepts and skills in Mathematics 6. An emphasis is placed on ratios, patterns, data analysis, integers and algebraic relationships. Some basic pre-algebra is introduced to the students.

Course Title: SCIENCE 6

Length: 1 year

Sixth-grade science covers material in earth, physical and life sciences. Content of the course includes observation and problem-solving skills, proper use of science equipment, measurement, chemistry, geology, energy types and transfer, motion and cellular structure.

HEALTH/FITNESS EDUCATION

Course Title: HEALTH 6

Length: 4 - 3 week sessions

Health 6 is a basic introductory course in health topics appropriate for sixth-grade students. Content of the course includes human relationships, personal health, nutrition and fitness, safety and first aid, disease, and substance use and abuse.

Course Title: FITNESS EDUCATION 6

Length: 4 - 6 week sessions

Fitness Education 6 is organized to include group games, individual and team sports activities. Motor skill development, lower game skills, and promotion of positive socialization will be the major objectives. The instructional program in sports may include soccer, volleyball, handball/speedball, softball, and tennis. Instruction is also provided in tumbling, physical fitness, dance and group games. Each student is required to have a gym uniform.

UNIFIED ARTS

Unified Arts is a required course for sixth-grade students. A student will be enrolled in each of the following courses: Art, Elements of Music, Exploring Technology, and a 9-week study hall that may be used for skill development. Each year, all Unified Arts courses are under review for possible changes.

Course Title: ART 6

Length: 1 quarter

This exploratory course actively involves students in four units of study: drawing, painting, color theory, two-dimensional and three-dimensional design and sculpture. The activities will introduce and reinforce the basic elements of art (line, shape, form, color, space, texture and value) and the principals of design.

Course Title: COLLEGE and CAREER READINESS 6

Length: 1 quarter

College and Career Readiness 6 will acquaint students with a life and career planning process that will assist them in navigating a complex and changing world. This planning process begins with an in depth analysis of skills for living. These skills will assist students in developing a plan for personal growth. The course will include components of financial literacy and begin the development of their career portfolio which includes identifying individual interests, abilities and strengths.

Course Title: EXPLORING TECHNOLOGY 6

Length: 1 quarter

Exploring Technology is a nine-week course that investigates different areas of technology. Students will gain an understanding of the alternative methods to produce energy. Students will investigate five major areas of constantly changing technology including: biotechnology, construction, engineering, communication, and transportation. Students will learn to work collaboratively in and out of the classroom as they utilize Google's online collaboration suite, a collection that includes programs similar to Microsoft Word, Excel, and PowerPoint. The importance of online safety and etiquette will also be addressed to ensure that students understand how to use the Internet and technology as a productive tool.

GRADE SIX MUSIC COURSES

Students may elect to take both choir and band, choir only, or band only. A study hall will be assigned if no electives are selected or on days when band or choir do not meet.

Course Title: BAND 6

Length: 1 year

The sixth-grade band provides a continuation of the beginning instrumental music program for sixth-grade students who have had at least one-year previous experience or have completed Beginning Band 6. Focus is on the individual development of the fundamental skills and an introduction to large

ensemble performance skills. Each student in the Sixth Grade Band will have up to four sectional and full band rehearsals each week with frequency of rehearsals depending on membership in choir and other schedule considerations. Prerequisite is participation in the fifth-grade instrumental music program or audition with the director.

Course Title: CHOIR 6

Length: 1 year

This course is a performance class designed to further develop choral skills introduced at the elementary level. Unison and two-part voicing will be the primary focus. Students will receive training in sight singing, proper posture, vowel placement, breath control, diction, pitch-matching, hearing and creating harmony, rhythmic accuracy, basic choreography and other performance techniques. Students will work to develop skills in self-discipline, listening and critiquing of their own performances as well as the performances of others. Students will perform at three major concerts. Each student will have choir 2 or 3 times per week.

Course Title: BEGINNING BAND-INSTRUMENT 6

Length: 2 Qtrs

This class is designed to provide an opportunity for those students who have had no previous musical experience with a band instrument. It is open to all sixth-grade students. Each student is evaluated individually to determine the student's suitability for the instrument of his/her choice. Focus is on the individual development of the fundamental skills involved in playing a concert band instrument. Each student will have up to four rehearsals per week. Beginning band is scheduled during the student's regular Unified Arts rotation for the first semester (2 nine weeks). Students in beginning band will be scheduled for nine weeks of art and nine weeks of computer technology in the second semester.

GRADE SEVEN REQUIRED CURRICULUM

The Curriculum Development Committee reviews the content of each course periodically. Any changes in course content and/or title may occur.

CORE ACADEMIC COURSES

Course Title: ENGLISH 7

Length: 1 year

English 7 is required for all seventh grade students. Reading units center on short stories, drama, poetry, articles, graphs, and charts. Language units include grammar and composition, vocabulary, spelling, usage, and mechanics. Novel studies are included. Oral work is emphasized by use of group discussions, class work, and reports.

Course Title: ENGLISH 7 HONORS

Length: 1 year

English 7 Honors is offered to students identified as Gifted/Talented and to students that demonstrate superior performance in the subject. Short stories, drama, poetry, novel study, biography/autobiography, fiction, and non-fiction will be some of the genres studied. Language units will include grammar mechanics and its usage, vocabulary, spelling, formal and informal speaking, and listening. Written work will explore the areas of exposition, character analysis, analytical themes, varied book report forms, poetry, and newspaper study.

Course Title: SOCIAL STUDIES 7

Length: 1 year

Social Studies 7 focuses on the study of ancient people and their times. The history, geography, economics, culture, and belief systems of ancient peoples are studied. Comparisons and contrasts are made with modern societies. The time period covered in the seventh grade is from man's beginning through the Middle Ages.

Course Title: MATHEMATICS 7

Length: 1 year

Mathematics 7 addresses the areas of pre-algebra and geometry. Pre-algebra topics include a review of computation skills in whole numbers, fractions, and decimals. Integers, percent, and graphing are introduced. The areas of geometry include both metric and non-metric topics.

Course Title: MATHEMATICS 7 HONORS

Length: 1 year

This course is offered to students identified as Gifted/Talented and to students that demonstrate superior performance in the subject both in the classroom and on standardized tests and are motivated to study. The course work is presented through enrichment activities, as well as through traditional classroom experiences. Topics from the academic program are covered at a more rapid pace and in greater depth. Problem-solving skills are emphasized, logic strategies are explored, irrational numbers are introduced, and mathematical properties and vocabulary are stressed.

Course Title: SCIENCE 7

Length: 1 year

Seventh grade science covers material in chemistry, earth, physical and life sciences. Content of the course includes the scientific method, weather, ecology, classification, dissection, **heat transfer, waves, and natural cycles.**

UNIFIED ARTS

Unified Arts is a required course for all seventh-grade students. A student will enroll in each of the following areas for a period of nine weeks: Art, Design in Technology Education, College and Career Readiness and a 9-week study hall that may be used for skill development. Each year, all Unified Arts courses are under review for possible changes.

Course Title: ART 7

Length: 1 quarter

This nine-week exploratory course actively involves the students in fundamental skills, principles, and elements of art and design. The units of study will include drawing (contour and technical/perspective), painting (color theory and techniques), two dimensional design (printmaking), and three-dimensional design (such as ceramics or sculpture techniques).

Course Title: DESIGN IN TECHNOLOGY EDUCATION 7

Length: 1 quarter

Design in Technology Education is a nine-week course designed to build upon prior knowledge and skills gained from the sixth grade curriculum as well as introduce new technological tools. Students will use Google SketchUp, a 3D modeling program, to design and draw various projects. As a delivery tool, students will learn how to use Google Sites to build websites including their final project, an online portfolio of their work. Web etiquette and safety will be revisited as students use these online tools. This course is designed to be hands-on and differentiated depending on each student's level of experience with technology.

Course Title: COLLEGE AND CAREER READINESS 7

Length: 1 quarter

This course will acquaint students with a life and career planning process that will assist them to navigate a complex and ever changing world. This planning process will expose students to short and long term planning models and strategies, self-discovery, potential career choices based on an interest inventory, educational requirements of particular career paths, salary scales, college selection, interpersonal skills, goal development / achievement and the relationship between academic success and future happiness.

HEALTH/FITNESS EDUCATION

Course Title: HEALTH 7

Length: 4 - 3 week sessions

Health Education 7 provides students with information and experiences designed to develop understanding of human growth and development, appropriate health practices, family living, and health responsibilities in order that they apply sound health practices in daily living. Units covered include fitness and nutrition, social relationships, disease, personal health practices, consumerism, and substance use and abuse.

Course Title: FITNESS EDUCATION 7

Length: 4 - 6 week sessions

Fitness Education 7 is organized around individual and team sports and activities. Skill development is a major objective focusing on a non-competitive environment. The instructional program in sports may include touch football, soccer, volleyball, floor hockey, badminton, tennis, and track and field. Instruction is also provided in such activities as tumbling, gymnastics, physical fitness, dance, and group games. Each student is required to have a gym uniform.

GRADE SEVEN ELECTIVES

French 7, Spanish 7, and Reading are offered to seventh-grade students. Students must elect either a world language or reading. It is highly recommended that a student demonstrate an 80 percent mastery of sixth-grade objectives at the time of course selections when considering a world language. Successful completion of the eighth grade world language course for high school credit would make the student eligible to enroll in Level II of the language upon entering the ninth grade. Any student not enrolled in a world language will be scheduled for reading. Staffing of world language and reading classes is done based upon enrollment, therefore dropping and adding courses after the school year begins is not easily accomplished. Taking time to select electives that are meaningful is encouraged.

Students originally scheduled for a world language who choose to drop this class during the school year will be scheduled into a reading class, if space is available; otherwise the student will be assigned to a study hall.

Course Title: FRENCH 7

Length: 1 year

This class is designed to help students understand the nature of the French language and the connection to our English language. It helps students understand and appreciate the French speaking world, the unique ways of living and behavior patterns, as well as their contributions to humankind. This course will incorporate the appropriate use of multimedia technology to facilitate learning for all students.

Course Title: SPANISH 7

Length: 1 year

This class is designed to help students understand the nature of the Spanish language and the connection to our English language. It helps students understand and appreciate the Spanish speaking world, the unique ways of living and behavior patterns, as well as their contributions to humankind. This course will incorporate the appropriate use of multimedia technology to facilitate learning for all students.

Course Title: READING 7

Length: 1 year

This course reinforces and broadens previous reading instruction and promotes continued development of reading skills. Diagnostic reading tests will be administered to determine a student's current reading level and ability and will identify deficiencies in fluency, comprehension, word attack, and other skills. Specific interventions will be provided based on existing levels of skill and developmental needs. A record of growth will be maintained for each student. Reading is required for all seventh grade

students not enrolled in a world language.

GRADE SEVEN MUSIC COURSES

Students may elect to take both choir and band, choir only, or band only. A study hall will be assigned if no electives are selected or on days when band or choir do not meet.

Course Title: **CHOIR 7**

Length: 1 year

This course is designed to introduce choral skills needed for advancement in the choral program. Two and three-part voicing will be the primary focus of this group. Students will receive training in sight singing, vocal production, diction, hearing and creating harmony, rhythmic accuracy, basic choreography and performance skills. Students will work to develop skills in self-discipline, listening and critiquing of their own performances as well as the performances of others. The students will perform at three major concerts. In addition, students will have the opportunity to participate in the District IV Solo & Ensemble Contest and Choir Festival field trip to Cedar Point. Each student will have choir class two or three days per week.

Course Title: **BAND 7**

Length: 1 year

The seventh grade band offers students experience in large ensemble performances. Focus is on the development of fundamental skills of large group performance through a variety of concert band experiences. Participation in seventh grade band provides a student the opportunity to understand and enjoy music through performance. Each student in seventh grade band will have up to four sectional and full band rehearsals each week with frequency of rehearsal depending on membership in choir and other schedule considerations. A prerequisite is participation in the sixth grade instrumental music program or an audition with the director. Each fall the seventh and eighth grade band members learn several music selections that are performed at a Rocky River High School football game.

GRADE EIGHT REQUIRED CURRICULUM

The Curriculum Development Committee reviews the content of each course periodically. Any changes in course content and/or title may occur.

CORE ACADEMIC COURSES

Course Title: **ENGLISH 8**

Length: 1 year

English Grade 8 integrates the study of spelling and vocabulary, grammar and composition, poetry, selected novels and short stories, drama, and oral communication to address the language components of word use in literary and informational text. A research paper is also required.

Course Title: **ENGLISH 8 HONORS**

Length: 1 year

English 8 Honors is offered to students identified as Gifted/Talented and to students who have demonstrated superior performance in the subject both in the classroom and on standardized tests and are motivated to study. In addition to emphasizing spelling, grammar, reading and writing, novel studies, research papers and essays, formal speeches and independent study are also covered. For enrichment, American history may be correlated to novel studies, projects and independent studies.

Course Title: AMERICAN HISTORY 8

Length: 1 year

This course is an overview of our American heritage, including historical thinking and skills, a study of colonization to independence, a new nation, expansion, civil war and reconstruction. Additionally this course covers geography (spatial thinking and skills, human systems), government (civic participation and skills, roles and systems of government), and economics (economic decision making and skills, production and consumption, markets, financial literacy).

Course Title: MATHEMATICS 8

Length: 1 year

Topics in Mathematics 8 (pre-algebra) include geometry, measurement, spatial sense, linear and non-linear relationships, data analysis and probability. Review includes numbers, number sense and operations.

Course Title: ALGEBRA 1 (HONORS)

Length: 1 year

First year algebra is the course generally offered to ninth-grade students but can be scheduled for high performing mathematics students in the eighth grade. Emphasis is placed on development of the real number system, set notation, varieties of equation solving, exponents, factoring and graphing of polynomials, inequalities, radical functions, word problems, and graphing. Introduction to proofs involving algebraic phrases and statements is also included. Algebra 1 introduces the foundation for more advanced mathematics, and provides the student with the basic understanding of our number system. Students recommended for Algebra 1 should have earned at least a grade of "B" in Mathematics 7 Honors and should be recommended by the seventh grade honors mathematics teacher.

Careful consideration for enrollment in Algebra 1 should be given by the student and parent because the credit and grade earned will be counted on the High School Transcript. The grade earned will be weighted as an honors course on the high school transcript.

Course Title: SCIENCE 8

Length: 1 year

This course consists of introductory content in physics, earth science and biology. The core content of the course centers specifically around areas of science associated with the scientific method of problem solving. Topics of study include scientific inquiry, forces and motion, geological processes, geological and fossil records, reproduction, genetics and evolutionary theory.

Course Title: PHYSICAL SCIENCE (HONORS)

Length: 1 year

Physical Science is a laboratory course intended for the high school freshman student. It provides a foundation in Chemistry and Physics with a continued study of Space Science. Topics include the composition and behavior of matter, the periodic table, nuclear chemistry, energy and waves, electricity, forces and motion, and continued study of astronomy and the Universe while including all state standards of the common core curriculum. Students are recommended by the seventh grade science teachers for honors science based on the following criteria:

1. Superior academic performance
 - Expected final average of A in Science 7
 - A or B average in English 7 Honors or A average in English 7
 - A or B average in Mathematics 7 Honors or A average in Mathematics 7
2. Strong sustained interest in Science
3. Strong work ethic
4. Self-directed independent study skills

Careful consideration for enrollment in Physical Science should be given by the student and parent because the credit and grade earned will be counted on the high school transcript. The grade earned will be weighted as an honors course on the high school transcript.

UNIFIED ARTS

Unified Arts is a required course for all eighth-grade students. A student will spend nine weeks in each of the following areas: Technology Inc, Art, Music Literature, and College and Career Readiness. Each year, all Unified Arts courses are under review for possible changes.

Course Title: TECHNOLOGY INC. 8

Length: 1 quarter

Technology Inc. is a nine-week course that focuses on creating a mock business. Using Google Avairy, students will create documents for their businesses such as business cards, letterhead, and logos. Students will also broadcast mock radio commercials that advertise their products. Using Google SketchUp, students will design and create storefronts, inside lobbies, and the sales floor of their business. The culminating activity will include the creation of Google Sites to showcase and promote each student's mock business.

Course Title: ART 8

Length: 1 quarter

This nine-week exploratory course actively involves the students in fundamental skills, principles and elements of art and design. The units of study will include drawing (contour and technical/perspective), painting (color theory and techniques), two-dimensional design and three-dimensional design (such as ceramics or sculpture techniques).

Course Title: MUSIC LITERATURE 8

Length: 1 quarter

Music Literature incorporates an extension of Elements of Music 6 as students review the basic elements of music and go further in depth to apply them to the different historical periods of Western European and North American music history. While this is not a performance-based class, emphasis will be placed on the ability to read, follow, listen and appreciate different styles of music. Students will receive a solid foundation in the ability to critique musical performances and be exemplary audience members. This 9-week class culminates in a student-directed project which allows the student to explore different types of music and related performance arts.

Course Title: COLLEGE AND CAREER READINESS 8

Length: 1 quarter

College and Career Readiness 8 will acquaint students with a life and career planning process that will assist them in navigating a complex and changing world. This planning process will: describe how information can improve decision-making; identify how skills learned in school subjects are used in occupations; create a four-year high school plan based on career goals and personal characteristics; and identify the components of financial literacy. In addition, the course will focus on researching colleges/universities and their admissions requirements.

HEALTH/FITNESS EDUCATION

Course Title: HEALTH 8

Length: 4 - 3 week sessions

Health Education 8 provides students with information and experiences designed to develop understanding of human growth and development, appropriate health practices, family living, and health responsibilities in order that they apply sound health practices in daily living. Units covered include studies of the human body, social relationships, sexually transmitted diseases, personal health practices, fitness, nutrition and substance use and abuse.

Course Title: FITNESS EDUCATION 8

Length: 4 - 6 week sessions

Fitness Education 8 is organized around individual and team sports and activities. Skill development is a major objective focusing on a non-competitive environment. The instructional program may include: flag football, volleyball, basketball, softball, tennis, and golf. Instruction is also provided in such activities as tumbling, gymnastics, physical fitness, and weight training. Each student is required to have a gym uniform.

GRADE EIGHT ELECTIVES

Successful completion of Spanish I or French I would make the student eligible for enrollment in Level II of the same language upon entering the ninth grade. Careful consideration for enrollment in French I or Spanish I should be given by the student and parent because the credit and grade earned for these courses will be counted on the High School transcript. Students not enrolled in Spanish I or French I may be scheduled in Spanish 8, French 8, Reading or a study hall.

Course Title: FRENCH 8

Length: 1 year

This class encourages active learning by balancing culturally appropriate aspects of the French language and connections with English. It will enable student to perform real-life tasks, and to pursue language learning at the high school and for personal enjoyment. Students are guided to understand the nature of the French language system and to appreciate the French culture

Course Title: SPANISH 8

Length: 1 year

This class encourages active learning by balancing culturally appropriate aspects of the Spanish language and connections with English. It will enable student to perform real-life tasks, and to pursue language learning at the high school and for personal enjoyment. Students are guided to understand the nature of the Spanish language system and to appreciate the Spanish culture.

Course Title: FRENCH I - H.S.

Length: 1 year

(SUCCESSFUL COMPLETION OF FRENCH 7 RECOMMENDED) Basic skills will be introduced progressively. Listening and speaking will be emphasized, with practice in conversation, question-answer drill, and simple sentence constructions. Simple vocabulary dealing with home, school, work, clothing, and recreation is stressed. Students will be introduced to the concept of expressing time in different tenses. Aspects of culture will be introduced. There may be costs involved for purchase of necessary supplemental materials.

Careful consideration for enrollment in French I should be given by the student and parent because the credit and grade earned will be counted on the high school transcript.

Course Title: SPANISH I - H.S.

Length: 1 year

(SUCCESSFUL COMPLETION OF SPANISH 7 RECOMMENDED) Basic skills will be introduced progressively. Listening and speaking will be emphasized, with practice in conversation, question-answer drill, and simple sentence constructions. Simple vocabulary dealing with home, school, work, clothing, and recreation is stressed. Students will be introduced to the concept of expressing time in different tenses. Aspects of culture will be introduced. There may be costs involved for purchase of necessary supplemental materials.

Careful consideration for enrollment in Spanish I should be given by the student and parent because the credit and grade earned will be counted on the high school transcript.

Course Title: READING 8

Length: 1 year

This course reinforces and broadens previous reading instruction and promotes continued development of reading skills. Diagnostic reading tests will be administered to determine a student's current reading

level and ability and will identify deficiencies in fluency, comprehension, word attack, and other skills. Specific interventions will be provided based on existing levels of skill and developmental needs. A record of growth will be maintained for each student. Reading is required for all eighth-graders not enrolled in foreign language.

GRADE EIGHT MUSIC COURSES

Students may elect to take both choir and band, choir only, or band only. A study hall will be assigned if no electives are selected or on days when band or choir do not meet.

Course Title: **CHOIR 8**

Length: 1 year

This course is designed to prepare students for the advanced skill levels required for performance at the high school level. Two, three and four-part choral music will be the primary focus of this group. Students will receive intensive training in sight singing, vocal production, diction, harmonization, rhythmic accuracy and performance skills. Students will perform at three major concerts. In addition, students will have the opportunity to participate in the District IV Solo & Ensemble Contest, District IV Honors Choir auditions and a Choir Festival field trip to Cedar Point. Each student will have choir class two or three days per week.

Course Title: **BAND 8**

Length: 1 year

The Eighth Grade Band is the most advanced band at Rocky River Middle School. Emphasis is placed on the performance aspects of music through a varied repertoire of concert band literature. Essentials of good musicianship and the development of technique are stressed. Participation in Eighth Grade Band provides a student an opportunity to understand and enjoy music through performance. Each student in the Eighth Grade Band will have up to four sectional and full band rehearsals each week with frequency of rehearsal depending on membership in choir and other schedule considerations. A prerequisite is participation in the seventh grade band or instrumental music program or an audition with the director. Each fall the Seventh and Eighth Grade band members learn several music selections that are performed at a Rocky River High School football game.

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Richard Thomas Supervisor, Facilities Operations

EXHIBIT L
BOARD OF EDUCATION MEETING
DECEMBER 13, 2012

RESOLUTION TO APPROVE CANDIDATE FOR GRADUATION

BE IT RESOLVED by the Board of Education of the Rocky River City School District that Geralda Metaj who has completed the course requirements as specified by Policy, be approved for graduation from Rocky River High School.