

Minutes

Board of Education of the Rocky River City School District

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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 September 22, 2011 at 7:00 p.m. in the Board Room at the Board of Education Offices. A digital recording was made of this meeting and is on file in the Office of the Treasurer.

President Scott Swartz 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. 170-11

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 September 22, 2011 meeting.

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

The resolution was adopted 4 – 0 with 1 absence.

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Board of Education of the Rocky River City School District

SPECIAL RECOGNITION

RESOLUTION TO RECOGNIZE MRS. KIM REDDY, THE 2011-2012 EMPLOYEE OF THE YEAR

Resolution No. 170.1-11

BE IT RESOLVED by the Board of Education of the Rocky River City School District that it hereby recognizes Mrs. Kim Reddy, the 2011-2012 employee of the year.

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

The resolution was adopted 4 – 0 with 1 absence.

RESOLUTION TO RECOGNIZE MRS. JILL JONES, THE 2011-2012 TEACHER OF THE YEAR

Resolution No. 170.2-11

BE IT RESOLVED by the Board of Education of the Rocky River City School District that it hereby recognizes Mrs. Jill Jones, the 2011-2012 teacher of the year.

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

The resolution was adopted 4 – 0 with 1 absence.

RESOLUTION TO RECOGNIZE THE ROCKY RIVER EDUCATION FOUNDATION

Resolution No. 170.3-11

BE IT RESOLVED by the Board of Education of the Rocky River City School District that it hereby recognizes the Rocky River Education Foundation.

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

The resolution was adopted 4 – 0 with 1 absence.

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Board of Education of the Rocky River City School District

RESOLUTION TO RECOGNIZE TRUSTEES COMPLETING SERVICE ON THE BOARD OF THE ROCKY RIVER EDUCATION FOUNDATION

No Action.

REPORTS

Student Liaison Report - Katie Perez

Superintendent's Update ([Attached](#))

Oral and Written Communications

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

RESOLUTION TO APPROVE MINUTES OF PRECEDING MEETINGS

Resolution No. 170.4-11

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Minutes of the Preceding Meetings held on August 10, 2011 (committee) and August 10, 2011 (special) 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 absence.

RESOLUTION TO APPROVE MINUTES OF PRECEDING MEETINGS

Resolution No. 170.5-11

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Minutes of the Preceding Meetings held on August 18, 2011 (regular) be approved.

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

The resolution was adopted 4 – 0 with 1 absence.

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Committee and Representative Reports - *“Highlights” of the Committee of the Whole Meeting available at www.rrcs.org.*

Kathleen Goepfert provided a report on the most recent Parks and Recreation Committee meeting.

RESOLUTION TO APPROVE FINANCIAL STATEMENT AND INTRAFUND TRANSFERS FOR GENERAL ACCOUNTING – AUGUST, 2011 ([EXHIBIT A](#))

Resolution No. 170.6-11

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 absence.

RESOLUTION TO AMEND APPROPRIATION FOR ALL FUNDS AS OF AUGUST, 31, 2011 IN THE AMOUNT OF \$62,576,306 ([EXHIBIT B](#))

Resolution No. 170.7-11

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 absence.

RESOLUTION TO APPROVE THEN AND NOW CERTIFICATE ([EXHIBIT C](#))

Resolution No. 170.8-11

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 absence.

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Board of Education of the Rocky River City School District

RESOLUTION AUTHORIZING AN ISSUE OF BUS ACQUISITION NOTES, SERIES 2011A, OF THIS SCHOOL DISTRICT, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$79,900.00 (EXHIBIT D)

Resolution No. 170.9-11

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 absence.

RESOLUTION TO APPROVE RETIREMENTS AND RESIGNATIONS

Resolution No. 171-11

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</u>	<u>Effective</u>
Jeffrey Bonezzi	Soccer, Asst., HS	8/22/11
Tim Cheatwood	Football, Co-Asst., HS	8/22/11
Kathleen Brown	Lunch Monitor - Goldwood	9/16/11
*Kristen Hargett	Mentor (1)	9/19/11
*Keeanna Powell	Teacher	9/19/11

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 absence.

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Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE APPOINTMENTS

Resolution No. 172-11

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

<u>Name</u>	<u>Position/Classification</u>	<u>Effective</u>	<u>Rate of Pay</u>
Shawna Gorby	Library Assistant, HS	9/9/11	Step 8
Scott Richardson	Educational Aide I, HS	8/24/11	P.R. B, Step 4
Ann McFarland	Tutor - Home Instruction - as needed	9/14/11	\$21.66/hr
Patricia Novak	Lunch Monitor, Goldwood	9/19/11	P.R. G, Step 10
*Dale Gracon	Bus Driver	9/26/11	Step 2

<u>Name</u>	<u>Position/Classification</u>	<u>Rate of Pay</u>
<u>Supplemental Duty</u> Appointments:		
*Jeff Petrulis	Basketball, Girls MS	\$2,760
Anne Laux ²	Cross Country, Asst., HS	\$2,554
Richard Regotti ²	Football, Co-Asst., HS	\$2,324
Sarah Scott Nigro ²	Lacrosse, Asst., Girls, HS	\$3,165
Derek Davis	Tennis, Asst., Boys, HS	\$2,163
Thomas Huntley ²	Tennis, Asst., Boys, HS	\$2,360
Julie Achladis	Track, Head, HS	\$6,660
Brian Reynolds ²	Track, Head, HS	\$5,753
Mark Hogya	Track, Asst., HS	\$3,995

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William Bensie ²	Track, Asst., HS	\$3,451
Beth Huffman ²	Track, Asst., HS	\$3,665
Douglas D'Amico ²	Track, Asst., HS	\$3,451
Mark Wagner	Track, Head, MS	\$3,165
Rick Haag	Track, Asst., MS	\$3,226
Mike Sislowksi	Track, Asst., MS	\$2,555
Rob Duray ²	Track, Asst., MS	\$2,787
Nancy Bondy ²	Track, Asst., MS	\$2,555
Rachel Gall ²	Cheer Adv., Basketball, Asst., HS	\$2,116
Amanda Porter ²	Choir Director, HS	\$2,715
Ashley Morris	Newspaper Advisor, HS	\$2,460
Kristen Kalinowski	Senior Class Co-Advisor, HS	\$837
Amanda Porter ²	Show Choir Advisor	\$2,814
Ann Huebner ²	PLUS Act., River's Edge	\$1,252
*Tara Grabowski	Mentor	\$1,249

Substitute Teachers:

Michelle Bashian
 Julie Belfiore
 Angela Bowman
 Haley Browning
 Kristen Case
 Nicole Cobb
 John Dougherty
 Rachel Gall
 Mary Gannon
 Laura Grane
 Kimberly Haikal
 Beverly Hirsimaki

Substitute Teachers:

Amanda Kennedy
 Mary Matzorkis
 Emily McManamon
 Michael Moritz
 Roberta Navarra
 Joseph Ortenzi
 Kristen Perrier
 Joy Rodriguez
 Patricia Strike
 Natalie Sokolowski
 Suzanne Treuel
 Pam Waldschmidt

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Occasionals:

Angela Bowman
Judith Brink
Kristen Case
Amanda Kennedy

Occasionals:

*Jacquelyn Kinsley
Mary Matzorkis
Roberta Navarra
Patricia Strike

1. *Employment conditional upon receipt of a negative drug test screening & a 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	Move
Jay Milano	Aye
Jean Rounds	Second
Scott Swartz	Aye

The resolution was adopted 4 – 0 with 1 absence.

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

Resolution No. 173-11

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

<u>Name</u>	<u>Reason</u>	<u>Effective</u>	<u>Adjusted Rate of Pay</u>
Laura Brabant	additional semester hours	9/23/11	MA+18, Step 19
Ann Brokaw	additional semester hours	9/23/11	MA+36, Step 19
*Emily Collins	new degree	9/23/11	MA, Step 9
Dana Judson	additional semester hours	9/23/11	BA+18, Step 3
Therese Konrad	additional semester hours	9/23/11	MA+36, Step 19
Joanne Ritschel	additional semester hours	9/23/11	MA+27, Step 12

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Jenneva Schumacher	new degree	9/23/11	MA, Step 5
*Megan Fantozzi	From: Tutor To: Tutor .5 FTE To: Teacher .5 FTE	9/19/11	P.R. F, Step 6 MA, Step 6
*Christine Schauer	From: Tutor .5 FTE From: Teacher .5 FTE To: Teacher 1.0 FTE	9/19/11	MA, Step 5
David Banyasz	correction in salary for Asst. Football	8/1/11	\$5,111

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 absence.

RESOLUTION TO APPROVE RATE OF PAY FOR LONG TERM TUTOR

Resolution No. 174-11

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the following rate of pay for long term tutor be approved:

Haley Browning – P.R. E, Step 1, effective approximately October 28, 2011 for as many days needed in this assignment.

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

The resolution was adopted 4 – 0 with 1 absence.

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Board of Education of the Rocky River City School District

RESOLUTION RETAINING CERTAIN PROFESSIONAL SERVICES OF PEOPLE & WAGGONER, LTD., IN CONNECTION WITH LEGAL MATTERS RELATING TO EDUCATION AND THE OPERATION OF THE SCHOOL DISTRICT ([EXHIBIT E](#))

Resolution No. 175-11

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

The resolution was adopted 4 – 0 with 1 absence.

RESOLUTION RETAINING CERTAIN PROFESSIONAL SERVICES OF WALTER & HAVERFIELD, LLP, IN CONNECTION WITH LEGAL MATTERS RELATING TO EDUCATION AND THE OPERATION OF THE SCHOOL DISTRICT ([EXHIBIT F](#))

Resolution No. 176-11

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

The resolution was adopted 4 – 0 with 1 absence.

RESOLUTION TO APPROVE AGREEMENT FOR 2011/2012 SCHOOL RESOURCE OFFICER (SRO) FOR ROCKY RIVER HIGH SCHOOL ([EXHIBIT G](#))

Resolution No. 177-11

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

The resolution was adopted 4 – 0 with 1 absence.

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Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE FIVE YEAR AGREEMENT FOR LAKESHORE SWIM CLUB CORPORATION ([EXHIBIT H](#))

Resolution No. 178-11

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

The resolution was adopted 4 – 0 with 1 absence.

RESOLUTION TO APPROVE CHANGE MANAGEMENT ITEMS ([EXHIBIT I](#))

Resolution No. 179-11

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 absence.

RESOLUTION TO APPROVE THE RRHS DRAMA/CHOIR GROUPS TO NEW YORK, NEW YORK FROM APRIL 18, 2012 - APRIL 22, 2012.

Resolution No. 179.1-11

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the RRHS Drama/Choir groups to New York, New York from April 18, 2012 – April 22, 2012 be approved:

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

The resolution was adopted 4 – 0 with 1 absence.

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Board of Education of the Rocky River City School District

RESOLUTION TO ACCEPT GIFTS TO SCHOOLS

Resolution No. 180-11

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.

Anonymous: A donation in the amount of \$100.00 to Goldwood's Angel Fund
 Anonymous: A donation of an iMac 4.1 Intel Core Duo 2GHZ/2GB RAM valued at \$500.00 to the Middle School Guidance Office for student use
 Target: A donation from their "Take Charge of Education Program" in the amount of \$1913.22 to be used by Rocky River High School
 Southeast Railroad Supply, Inc: A donation in the amount of \$100.00 in memory of Mike Gabel for the Rocky River High School Soccer Team Fund
 RRHS PTA: A donation in the amount of \$1,000.00 to be used in \$250.00 increments for the RRHS Forensics Team; RRHS Girl's Cross Country Team; RRHS Swimming Team and the RRHS Science Olympiad Team
 Linda Kanner: A donation of a Yamaha Alto Saxophone (YAS-200AD) to the Middle School Band

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

The resolution was adopted 4 – 0 with 1 absence.

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Board of Education of the Rocky River City School District

OTHER BUSINESS

None

RESOLUTION TO ADJOURN

Resolution No. 181-11

BE IT RESOLVED by the Board of Education of the Rocky River City School District that it hereby adjourn.

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

The resolution was adopted 4 – 0 with 1 absence.

President

Treasurer

Date: 09/14/2011
 Time: 3:26 pm

ROCKY RIVER CITY SCHOOLS
 Financial Report by Fund
 FINANCIAL REPORT FOR AUG 2011

Page: 2
 (FINSUM)

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund 451 - DATA COMMUNICATION FUND: 3,000.00	0.00	0.00	3,267.37	3,267.37	267.37-	0.00	267.37-
TOTAL FOR Fund 452 - SCHOOLNET PROFESS. DEVELOPMEN 0.00	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	0.00
TOTAL FOR Fund 516 - IDEA PART B GRANTS: 33,909.27-	19,483.00	87,175.27	53,768.23	70,546.49	17,280.49-	127,699.84	144,980.33-
TOTAL FOR Fund 532 - FISCAL STABILIZATION FUND: 0.00	0.00	0.00	883.01-	0.00	0.00	0.00	0.00
TOTAL FOR Fund 551 - LIMITED ENGLISH PROFICIENCY: 264.23-	0.00	264.23	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE 1,810.13	0.00	0.00	779.80	3,019.88	1,209.75-	0.00	1,209.75-
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	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY: 0.00	0.00	0.00	315.00	315.00	315.00-	3,108.87	3,423.87-
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: 44,848,749.32	4,793,075.07	13,422,569.22	3,283,406.17	6,297,854.98	51,973,463.56	30,553,038.79	21,420,424.77

**ROCKY RIVER CITY SCHOOL DISTRICTS
SUMMARY OF INVESTMENTS AND CASH BALANCES
As of August 31, 2011**

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	\$ 385.00		0.040%
Tri State CDARS	2/24/2011	2/23/2012	\$ 375,000.00	\$ 375,000.00	1.500%
Huntington Bank CDARS	3/3/2011	3/1/2012	\$ 500,000.00	\$ 500,000.00	0.290%
Huntington Bank FFCB [^]	4/1/2011	4/14/2013	\$ 750,000.00	\$ 750,000.00	0.84%
			<u>\$ 1,625,385.00</u>		0.823%
Charter One MRA		Daily	\$ 4,300.36		0.100%
Huntington		Daily	\$ 1,030,575.04		0.050%
PNC MMA		Daily	\$ 9,367,301.55		0.250%
Tri-State (50/50)		Daily	\$ 375,000.00		0.000%
Bond Issue investments*		Daily	<u>\$ 37,659,544.09</u>		0.386%
Subtotal			<u>\$ 48,436,721.04</u>		0.349%
Total Investments			<u>\$ 50,062,106.04</u>		0.365%
<u>CASH:</u>					
Demand Deposit Accounts - Net			\$ 1,909,472.52		
Petty Cash and Change Funds			\$ 1,885.00		
Sub-Total			<u>\$ 1,911,357.52</u>		
Total Investments and Cash			<u><u>\$ 51,973,463.56</u></u>		

* See next page for detail

ROCKY RIVER CITY SCHOOL DISTRICTS
SUMMARY OF BOND ISSUE INVESTMENTS AND CASH BALANCES
As of August 31, 2011

INVESTMENTS:

<u>INVESTMENT TYPE/ISSUE</u>	<u>Purchase</u> <u>Date</u>	<u>Maturity</u> <u>Date</u>	<u>Cost/</u> <u>Balance</u>	<u>Par Amount</u>	<u>Rate/Yield</u>
Comm Paper - Citigroup - BAB's - Huntington	4/20/2011	10/17/2011	\$ 5,990,400.00	\$ 6,000,000.00	0.325%
Comm Paper - Citigroup - QSCB's - Huntington	4/20/2011	10/17/2011	\$ 1,996,800.00	\$ 2,000,000.00	0.325%
Tri State CDARS*** - BAB's - Tri State Commercial Bank	2/3/2011	2/2/2012	\$ 1,000,000.00	\$ 1,000,000.00	1.500%
Tri State CDARS*** - BAB's - Tri State Commercial Bank	4/14/2011	4/12/2012	\$ 250,000.00	\$ 250,000.00	1.500%
FHLB - BAB'S - Citigroup Global Mkts	5/27/2011	9/14/2012	\$ 1,025,935.56	\$ 1,000,000.00	0.308%
FHLB* - TE's - Citigroup	6/28/2011	9/27/2013	\$ 1,000,019.44	\$ 1,000,000.00	0.700%
FFCB** - TE's - Huntington	6/6/2011	6/6/2013	\$ 999,950.00	\$ 1,000,000.00	0.670%
Tri State CDARS*** - BAB's - Tri State Commercial Bank	6/30/2011	6/28/2012	\$ 750,000.00	\$ 750,000.00	1.300%
FHLB^ - BAB's - Citigroup	7/14/2011	7/25/2012	\$ 1,000,000.00	\$ 1,000,000.00	0.350%
FFCB ## - TE's - Huntington	7/5/2011	7/5/2013	\$ 500,000.00	\$ 500,000.00	0.570%
Subtotal			\$ 14,513,105.00	\$ 14,500,000.00	0.535%

- * Callable 6/27/12, one-time only
- # Callable 7/20/11, monthly thereafter
- ** Callable 6/6/12, continuous thereafter
- ***50/50 investment required
- ^ Callable 10/14/11, quarterly thereafter
- ## Callable 7/5/12, continuous thereafter

BANKS/ISSUE

First Federal of Lakewood - TE's	Daily	\$ 1,314,448.65	0.600%
First Federal of Lakewood - BAB's	Daily	\$ 3,350,386.25	0.600%
PNC - BAB's	Daily	\$ 9,294,777.11	0.250%
PNC - QSCB's	Daily	\$ 6,260,235.01	0.250%
Charter One - BAB's	Daily	\$ 563,032.24	0.100%
Charter One - BAB's	Daily	\$ 132,675.00	0.000%
Star Ohio - Bldg. Fund BAB's	Daily	\$ 230,884.83	0.040%
Tri-State*** - BAB's (50/50)	Daily	\$ 2,000,000.00	0.000%
Subtotal		\$ 23,146,439.09	0.292%

***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>\$ 37,659,544.09</u>	0.386%
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Rocky River City School District
 Appropriation Summary as of August 31, 2011 - All Funds
 With Certified Resources For FY 2012 To Date

Fund Name	USAS Fund No.	Budget 7/31/11	Net Changes August 2011	Revised Budget as of 8/31/11	P/Y Encumbrances	Total Expendable as of 8/31/11	Certificate of Estimated Resources - Amendment #3	Resources Over/(Under) Revised Budget	Add/(Reduce) Amount of "Other Sources" on Amendment #3	Revised Est. Resources Amendment #4
General Fund	001	31,742,716.88	\$82,557	\$31,825,274	\$380,853	\$32,206,127	\$32,925,472 x	\$1,100,198		\$32,925,472
Bond Retirement	002	5,546,041.81	0	5,546,042	-	5,546,042	7,451,265 x	1,905,223		7,451,265
Permanent Improvement	003	161,000.00	0	161,000	18,185	179,185	170,637 x	9,637		170,637
Building	004	22,097,559.00	0	22,097,559	6,327,173	28,424,732	32,559,643 x	10,462,084		32,559,643
Food Service	006	452,170.82	0	452,171	50	452,220	526,510 x	74,339		526,510
Trust - Band Uniform Fund	007-9007	19,500	0	19,500	-	19,500	19,699 x	199		19,699
Trust - Scholarship	007-9008	22,000	0	22,000	-	22,000	36,997 x	14,997		36,997
Trust - Unclaimed Funds	007-9009	500	0	500	-	500	13,327 x	12,827		13,327
Trust - Rocky River Angel Fund	007-9907	1,920	0	1,920	2,090	4,010	1,920 x	0		1,920
Trust - Rocky River Angel Fund - Goldwood	007-9908	-	0	-	-	-	336 x	336		336
Trust - Technology Improvement Fund	007-9909	-	0	-	-	-	216 x	216		216
Trust - Herb Score Memorial Fund	007-9910	-	0	-	-	-	-	0		-
Uniform School Supply	009	25,500.00	0	25,500	-	25,500	49,230 x	23,730		49,230
Rotary Funds	011	204,800.00	0	204,800	5,397	210,197	322,166 x	117,366		322,166
School Support Funds	018	94,075.00	0	94,075	2,356	96,431	153,518 x	59,443		153,518
Private Source Grants	019	2,731.16	0	2,731	1,422	4,153	9,019 x	6,288		9,019
Self-Insurance Fund	024	-	0	-	-	-	-	0		-
Student Activities	200	157,100.00	0	157,100	-	157,100	309,726 x	152,626		309,726
Athletic and Co-Curricular	300	169,020.00	600	169,620	986	170,606	196,156 x	26,536	600	196,756
<i>State Grants:</i>										
Auxiliary Services (Private Schools)	401	595,075.60	0	595,076	25,409	620,485	595,187 x	111		595,187
EMIS	432	4,890.90	0	4,891	-	4,891	9,281 x	4,391		9,281
Entry Year Programs	440	-	0	-	-	-	-	0		-
Data Communications	451	833	267	1,100	1,900	3,000	1,100 x	0		1,100
School Net - Professional Dev.	452	-	0	-	-	-	-	0		-
Misc State Grants	499	-	0	-	-	-	-	0		-
<i>Federal Grants:</i>										
Federal Ed Jobs	504	59,222.06	0	59,222	-	59,222	59,222 x	0		59,222
IDEA-B	516	862,082.39	0	862,082	32,821	894,903	862,082 x	0		862,082
School District Fiscal Stabilization	532	0.00	0	-	-	-	-	0		-
Title III - Limited English Proficiency	551	14,896.00	0	14,896	-	14,896	14,896 x	0		14,896
Title I	572	192,610.55	687	193,298	-	193,298	194,421 x	1,123		194,421
Title V	573	-	0	-	-	-	-	0		-
Drug-Free Schools	584	-	0	-	-	-	-	0		-
Preschool - Special Education	587	10,693.12	0	10,693	-	10,693	10,693 x	0		10,693
Title II-A	590	55,256.57	0	55,257	-	55,257	55,257 x	0		55,257
Misc. Federal Grants	599	-	0	-	-	-	-	0		-
Total All Funds		\$62,492,194	\$84,112	\$62,576,306	\$6,798,641	\$69,374,947	\$76,547,976	\$13,971,669	\$600	\$76,548,576

Amended appropriation passed at the 9/22/11 meeting of the Rocky River Board of Education
 Amended Certificate has been or will be requested from the County Budget Commission

VENDOR NO	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO	PAYMENT
291225	004	5600	419	9110	000000	046	00	\$54,760.00	0271217	2067.50

5-31-11

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.
63269

ORIGINATOR DATE 6/5/11	DATE REQUESTED FOR DELIVERY BY for encumbering only	AUTHORIZATION #	CHECK IF GROUP PURCHASING <input type="checkbox"/>
---------------------------	--	-----------------	--

VENDOR

EA GROUP
 7118 INDUSTRIAL PARK BOVD
 MENTOR OH 44050-5314

ATTN:

OTHER

- Board Office
- 21600 Center Ridge Rd.
- Service Building 20951 Detroit Rd.

- Goldwood Primary School 21600 Center Ridge Rd.
- Kensington Intermediate School 20140 Lake Rd.
- Middle School 1631 Lakeview Rd.
- High School 20951 Detroit Rd.

QUANTITY	DESCRIPTION AND CATALOG NUMBER	UNIT PRICE	AMOUNT
	Rocky River High School Asbestos Abatement/Assessment		\$54,760.00
TOTAL...			54,760.00

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.

INSTRUCTIONS TO VENDOR

1. ALL SHIPMENTS MUST BE PREPAID.
2. EXEMPT FROM FEDERAL EXCISE TAX - FEDERAL ID. #34-6002315 - 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.

6/5/11 
 DATE TREASURER

DATE SUPPORT SERVICES

ORIGINATOR'S OFFICE

CENTRAL OFFICE

APPROVED FOR PAYMENT

T. Blank/L. Hower

ENCUMBERED

PARTIAL FULL

ORIGINATOR

PRINCIPAL

BY *L. Hower*

COORDINATOR/MANAGER/FOREMAN/OTHER

DIVISION ADMINISTRATOR

DATE 6-30-11

VENDOR NO	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO	PAYMENT
?	001	2840	423	0000	000000	046		XXXXX \$11,176.00		

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.
 61550

ORIGINATOR DATE 9/20/11	DATE REQUESTED FOR DELIVERY BY Encumber Only-Do Not Mail	AUTHORIZATION #	CHECK IF GROUP PURCHASING <input type="checkbox"/>
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VENDOR	KAN-AM TRACTOR & FRAME INC 8155 Highland Pointe Macedonia OH 44056	S	ATTN:
		H I P T O	<input type="checkbox"/> OTHER _____ <input type="checkbox"/> Board Office 21600 Center Ridge Rd. <input type="checkbox"/> Service Building 20951 Detroit Rd.

- Goldwood Primary School 21600 Center Ridge Rd.
- Kensington Intermediate School 20140 Lake Rd.
- Middle School 1631 Lakeview Rd.
- High School 20951 Detroit Rd.

QUANTITY	DESCRIPTION AND CATALOG NUMBER	UNIT PRICE	AMOUNT
	Body Work on Bus #14		\$11,176.00
TOTAL ...			\$11,176.00

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.

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 _____ TREASURER _____

DATE _____ SUPPORT SERVICES _____

ORIGINATOR'S OFFICE	CENTRAL OFFICE	APPROVED FOR PAYMENT
Mary Levendusky		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FULL
ORIGINATOR	PRINCIPAL	BY _____
COORDINATOR/MANAGER/FOREMAN/OTHER	DIVISION ADMINISTRATOR	DATE _____



KAN-AM TRACTOR & FRAME, INC.

8155 HIGHLAND POINTE, MACEDONIA

OHIO, 44056

Tel: 330-467-4808 Fax: 330-467-4046

WWW.KANAMINC.COM

Tax ID: 77-180291

*MAIL CUSTOMER
COPIES / PHOTOS
ATTACHED*

Invoice

Estimate Prepared by: Lance Ford

Appraised for:

Accident Date:

Date of Loss:

Arrival Date:

Type of Loss:

Policy Number:

Claim Number:

Date: 7/26/2011

Last Commit Date: 7/26/2011

Estimate#: 900001792

Supplement: 000

Insured:

Company: ROCKY RIVER SCHOOLS

Contact: Daniel Krystosik

Address: 20951 Detroit Road

City, State, Zip Code: Rocky River, Ohio 44116

Telephone, Fax: 440-356-6848, 440-356-6079

Notes: LF

E-MAIL :

KRYSTOSIK.DANIEL@RRCS.

ORG

Year 1996	Make THOMAS	Model SCHOOL BUS	Color	Trim
Unit Number 14	License Plate #	Mileage	Serial#/VIN# 1T88F4B2XV1145521	

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	1							*
	2			NOTE : BASE ESTIMATE FOR BUS REFURBISHING & REFINISHING				*
	3							*
	4			L.H. BODY SIDE				*
	5	Body	Rem/Rep	REMOVE / REINSTALL L.H. BODY SIDE LIGHTS / HARDWARE / STOP SIGNAL	Exist			.5*
	6	Body	Rem/Rep	REMOVE / REINSTALL EXISTING L.H. BODY SIDE RUB RAILS AS REQUIRED	Exist			2.0*

Sup Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
7	Body	Rem/Rep	DESCALE / PREP EXISTING RUB RAILS (THOSE NOT REPLACED !)	Exist			2.0*
8	Ref	Rem/Rep	EPOXY PRIME RUB RAILS OVERALL PRIOR TO INSTALLATION	Exist			2.0*
9							*
10	Body	Rem/Rep	REPAIR / PATCH BATTERY BOX DOOR	Exist			*
11	Body	Rem/Rep	REPLACE L.H. BODY SIDE 1/2 PANEL PATCH , REAR OF FRONT TIRE	New		\$67.50	2.5*
12	Body	Rem/Rep	REPLACE L.H. BODY SIDE 1/2 PANEL, PATCH, FRONT OF REAR TIRE	New		\$67.50	2.5*
13	Body	Rem/Rep	REPLACE L.H. BODY SIDE 1/2 PANEL, PATCH, REAR FOR REAR TIRE	New		\$67.50	2.5*
14	Body	Rem/Rep	REMOVE RUST ON REMAINING SIDE PANELS	Exist			4.0*
15							*
16	Body	Rem/Rep	SAND / PREP BALANCE OF L.H. BODY SIDE TO REFINISH	Exist			4.0*
17	Ref	Rem/Rep	MASK / EPOXY PRIME / CAULK / REFINISH L.H. SIDE (WINDOWS DOWN) BASE YELLOW	Exist			6.0*
18	Ref	Rem/Rep	MASK / CAULK / REFINISH RUB RAILS & TRIM BLACK	Exist			4.0*
19							*
20							*
21			R.H. BODY SIDE:				*
22	Body	Rem/Rep	REMOVE / REINSTALL R.H. BODY SIDE LIGHTS / HARDWARE	Exist			.5*
23	Body	Rem/Rep	REMOVE / REINSTALL EXISTING R.H. BODY SIDE RUB RAILS AS REQUIRED	Exist			2.0*
24	Body	Rem/Rep	DESCALE / PREP EXISTING RUB RAILS AS REQUIRED	Exist			2.0*

1996 THOMAS SCHOOL BUS

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	25	Ref	Rem/Rep	EPOXY PRIME RUB RAILS OVERALL PRIOR TO INSTALLATION	New			2.0*
	26							*
	27	Body	Rem/Rep	REMOVE R.H BODY SIDE 1/2 PANEL, #1 FOR FLOOR SUPPORT REPAIRS	New			2.0*
	28	Body	Rem/Rep	REPLACE / REPAIR STEP WELL / FLOOR SUPPORTS AS NEEDED	New		\$87.75	8.0*
	29	Body	Rem/Rep	REMOVE RUST ON REMAINING SIDE PANELS	New			4.0*
	30	Body	Rem/Rep	REPLACE R.H. BODY SIDE 1/2 PANEL PATCH, FRONT OF REAR WHEEL	New		\$67.50	2.5*
	31							*
	32	Body	Rem/Rep	SAND / PREP BALANCE OF R.H. BODY SIDE AS REQUIRED TO REFINISH	Exist			4.0*
	33	Ref	Rem/Rep	MASK / EPOXY PRIME / CAULK / REFINISH R.H. SIDE (WINDOWS DOWN) BASE YELLOW	Exist			6.0*
	34	Ref	Rem/Rep	MASK / CAULK / REFINISH R.H. SIDE RUB RAILS & TRIM BLACK	Exist			4.0*
	35							*
	36			REAR BODY:				*
	37	Body	Rem/Rep	REMOVE / REINSTALL REAR BODY LIGHTS / HARDWARE / COVERS	Exist			3.0*
	38							*
	39	Body	Rem/Rep	REMOVE / REINSTALL EMERGENCY REAR DOOR	Exist			1.0*
	40	Body	Rem/Rep	INSTALL LOWER REAR EMERGENCY DOOR CAP	New		\$89.10	3.0*
	41	Body	Rem/Rep	REPLACE / REPAIR EMERGENCY DOOR SEAL PLATE / LOWER FRAME	New		\$67.50	1.5*
	42							*
	43	Body	Rem/Rep	REMOVE EXISTING REAR BODY RUB RAILS AS REQUIRED	Exist			2.0*

1996 THOMAS SCHOOL BUS

Sup Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
44	Body	Rem/Rep	DESCALE / PREP EXISTING RUB RAILS FOR REINSTALL	Exist			2.0*
45	Body	Rem/Rep	EPOXY PRIME RUB RAILS PRIOR TO INSTALL	Exist			1.0*
46							*
47	Body	Rem/Rep	REPLACE L.H. REAR BODY PANEL, OUTER, LOWER	New		\$47.25	3.0*
48	Body	Rem/Rep	REPLACE R.H. REAR BODY PANEL, OUTER, LOWER	New		\$47.25	3.0*
49							*
50	Body	Rem/Rep	SAND / PREP BALANCE OF REAR BODY AS REQUIRED TO REFINISH	Exist			4.0*
51	Ref	Rem/Rep	MASK / REFINISH INTERIOR REPAIRS TO MATCH (AS REQUIRED)	Exist			1.0*
52	Ref	Rem/Rep	MASK / EPOXY PRIME / CAULK / REFINISH REAR BODY BASE COLOR YELLOW	Exist			6.0*
53	Ref	Rem/Rep	MASK / REFINISH REAR BODY RUB RAILS & UPPER TRIM BLACK	Exist			4.0*
54							*
55			BUMPERS (FRONT & REAR);				*
56	Body	Rem/Rep	REPAIR / PREP FRONT BUMPER TO REFINISH	Exist			1.0*
57	Ref	Rem/Rep	EPOXY PRIME / REFINISH FRONT BUMPER BLACK	Exist			1.0*
58							*
59	Body	Rem/Rep	REPAIR / PREP REAR BUMPER TO REFINISH	Exist			1.0*
60	Ref	Rem/Rep	EPOXY PRIME / REFINISH REAR BUMPER BLACK	Exist			1.0*
61							*
62	Body	Rem/Rep	MASK / UNDERCOAT REPAIRS & REPLACEMENTS AS REQUIRED	Exist			1.0*
63	Body	Rem/Rep	REPLACE UNIT DECALS / REFLECTIVE DECALS AS REQUIRED >	Sublet	GMS SIGNS >	\$337.50	*
64			Shop Materials			\$120.00	*

1996 THOMAS SCHOOL BUS

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	65			Shipping			\$60.00	*
	66			Paint Materials			\$600.00	*
	67			Rust Coating			\$12.00	*
	68			Hazardous Waste			\$5.00	*
	69							*
	70			ADDITIONAL REPAIRS REQUIRED AFTER TEAR- DOWN:				*
	71			SUPPORTING FILE PHOTOS SENT TO DAN K.				*
	72							*
	73			L.H. REAR WHEEL HOUSING: (SEE PHOTO)				*
	74	Body	Rem/Rep	REPAIR / REBUILD WHEEL HOUSING	New	RR SUPPLIED		4.0*
	75	Body	Rem/Rep	REPLACE L.H. REAR WHEEL HOUSING SUPT, REAR	New		\$27.00	.0*
	76	Body	Rem/Rep	SUBLET FABRICATE WHEEL OPENING EDGE ANGLE	Sublet		\$37.50	.0*
	77							*
	78			R.H. REAR WHEEL HOUSING: (SEE PHOTO)				*
	79	Body	Rem/Rep	REPAIR / REBUILD WHEEL HOUSING	New	RR SUPPLIED		4.0*
	80	Body	Rem/Rep	REPLACE R.H. REAR WHEEL HOUSING SUPT, REAR	New		\$27.00	.0*
	81	Body	Rem/Rep	REPAIR X-MEMBER BEHIND R.H. REAR WHEEL OPENING	Exist			.0*
	82	Body	Rem/Rep	SUBLET FABRICATE WHEEL OPENING EDGE ANGLE	Sublet		\$37.50	.0*
	83							*
	84			INNER BACK PANELS, R.H. & L.H. (SEE PHOTO)				*
	85	Body	Rem/Rep	REPAIR / SECTION EMERGENCY DOOR POSTS, LOWER	Sublet		\$43.75	1.0*
	86	Body	Rem/Rep	SUPPLY / INSTALL NEW INNER REAR BACK PANEL, LOWER SECTION L.H. (SEE PHOTO)	Sublet		\$50.00	2.5*

1996 THOMAS SCHOOL BUS

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	87	Body	Rem/Rep	SUPPLY / INSTALL NEW INNER REAR BACK PANEL, LOWER SECTION R.H. (SEE PHOTO)	Sublet		\$50.00	2.5*
	88							*
	89			L.H. BODY SIDE (ADDITIONAL)				*
	90	Body	Rem/Rep	REPLACE L.H. BODY SIDE LOWER PANEL # 4	Sublet		\$62.50	2.5*
	91	Body	Rem/Rep	REPLACE L.H. BODY SIDE LOWER PANEL # 5 (TAPERED)	New	RR SUPPLIED		1.0*
	92							*
	93			R.H. BODY SIDE (ADDITIONAL)				*
	94	Body	Rem/Rep	REPLACE R.H. BODY SIDE LOWER PANEL # 4	Sublet		\$62.50	2.5*
	95	Body	Rem/Rep	REPLACE R.H. BODY SIDE LOWER PANEL # 5 (TAPERED)	New	RR SUPPLIED		1.0*
	96			Shop Materials			\$100.00	*

1996 THOMAS SCHOOL BUS

Sup Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
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* - Judgement Item
- Labor Note Applies

Labor

Body	92.5	Hrs @	\$69.00	\$6,382.50
Refinish	37.0	Hrs @	\$69.00	\$2,553.00
Labor Total				<u>\$8,935.50</u>

Parts

Parts Subtotal	\$1,344.10
Less Adjustments	
Parts Total	<u>\$1,344.10</u>

Additional Costs and Operations

Additional Costs

Shipping	\$60.00
Rust Coating	\$12.00
Shop Materials	\$220.00
Paint Materials	\$600.00
Hazardous Waste	\$5.00
Addl. Costs/Ops Total	<u>\$897.00</u>

Tax

Totals

Sub Total:	<u>\$11,176.60</u>
Customer Resp.	<u>\$0.00</u>

Net Total \$11,176.60

1996 THOMAS SCHOOL BUS

Sup Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
---------	------------	----------	-------------	-----------	-------------	---------------	-------------

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

An expressed Mechanic's Lien is acknowledged to secure the amount of repairs to the vehicle and that an interest charge of 18% per annum will be levied against any unpaid balance. It is further understood that all payments for services provided by Kan Am Tractor & Frame, Inc. are due and payable upon completion / delivery. All credit card payments are due upon receipt. All credit arrangements are to be made and approved by Kan Am Tractor & Frame, Inc. in advance. All insurance checks / drafts must be properly endorsed and received prior to release of any insurance repair. **A 2% credit card servicing fee will be charged for all credit card transactions over \$3000.00.**

THE UNDERSIGNED HAS READ AND AGREES TO THE TERMS AND CONDITIONS AS WRITTEN ABOVE. THE UNDERSIGNED AUTHORIZES KAN AM TRACTOR & FRAME, INC. TO PROVIDE ALL MATERIALS AND SERVICES AS DESCRIBED PER THE ESTIMATE WHICH I HAVE RECEIVED. STORAGE CHARGES AT A RATE OF \$ 15.00 PER DAY WILL APPLY TO ANY VEHICLE OR UNIT REMAINING AT KAN AM 30 DAYS AFTER COMPLETION OF REPAIR.

AUTHORIZED / AGREED THIS DATE

x _____

AUTHORIZED / AGREED THIS DATE

x _____

TruckEst does not automatically include items required by many business repair partners. This application allows the author to manually enter line items such as overlap deductions.

1996 THOMAS SCHOOL BUS

**A RESOLUTION AUTHORIZING AN ISSUE OF BUS ACQUISITION NOTES,
SERIES 2011A, OF THIS SCHOOL DISTRICT, IN THE AGGREGATE
PRINCIPAL AMOUNT OF \$79,900**

WHEREAS, the Treasurer, as the fiscal officer of this Board, has certified as to the maximum maturity of the bonds anticipated and of the notes herein authorized;

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 to issue bonds of the Rocky River City School District in the aggregate principal amount of \$79,900 for the purpose of acquiring school buses together with all necessary appurtenances thereto (the "Bonds").

Section 2. The Bonds shall be dated approximately September 1, 2012; shall bear interest at a rate now estimated at three per centum (3.00%) per annum, payable semi-annually, commencing December 1, 2012; and shall mature in 10 equal annual installments of principal, commencing December 1, 2012.

Section 3. It is necessary to issue and this Board hereby determines that notes in the aggregate principal amount of \$79,900 (the "Notes") shall be issued in anticipation of the issuance of the Bonds for the purpose sated in Section 1 hereof. The Notes shall be designated "Bus Acquisition Notes, Series 2011A"; shall bear interest at a rate not exceeding two per centum (2.00%) per annum, payable at maturity, with such rate of interest to be fixed by the Treasurer in accordance with Section 5 hereof; shall be dated their date of issuance, but not later than December 31, 2011; shall be scheduled to mature on a date no less than nine months nor more than one year after their date of issuance, but may be subject to redemption prior to maturity if agreed to by the purchaser; shall be issued in such numbers and denominations as shall be requested by the purchaser thereof and approved by the Treasurer, provided that the entire principal amount may be represented by a single note; and shall be numbered as may be determined by the Treasurer.

If agreed to by the purchaser thereof, prepayment prior to maturity of all or a portion of the Notes shall be made by deposit with the paying agent designated pursuant to Section 4 hereof of the principal amount of the Notes to be prepaid together with interest accrued thereon to the date of prepayment. The Board's right of prepayment shall be exercised by mailing a notice of prepayment, stating the date of prepayment and the name and address of the paying agent, by certified or registered mail to the original purchaser of the Notes not less than seven days prior to the date of that deposit, unless that notice is waived by the original purchaser of the Notes. If moneys for prepayment are on deposit with the paying agent on the specified prepayment date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the prepayment date, and upon the request of the Treasurer the original purchaser of the Notes shall arrange for the delivery of the Notes at the designated office of the paying agent for prepayment and surrender and cancellation.

Section 4. The Notes shall be signed by the President or Vice-President and Treasurer of this Board, provided that one of those signatures may be a facsimile. The principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office designated by the purchaser, which may be the office of the Treasurer, provided that such designation shall be approved by the Treasurer after determining that sufficient safeguards exist to protect the funds of this School District; and shall express upon their faces the purpose for which they are issued and that they are issued pursuant to the provisions of Chapter 133 of the Revised Code, and this Resolution. The President and Vice-President of this Board and the Treasurer, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 5. The Notes shall first be offered to the Treasurer of this Board, as officer in charge of the Bond Retirement Fund of this School District, for investment in that Fund and so many of such Notes as shall not be purchased for investment in that Fund shall be awarded and sold by the Treasurer at private sale for not less than the par value thereof in accordance with the provisions of Sections 3, 4 and 5 hereof; and the Treasurer is hereby authorized and directed to make the designations referred to herein, including but not limited to the selection of the purchaser (or acceptance of the Notes, as the case may be) and the determination of the interest rate, and to deliver the Notes, when executed, to the purchaser upon payment of such purchase price. The proceeds from the sale of the Notes, except any proceeds representing premium and accrued interest, shall be paid into the proper fund or funds of the School District and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any proceeds representing premium and accrued interest shall be deposited in the School District's bond retirement fund.

Section 6. The par value to be received from the sale of the Bonds or any renewal notes and any excess funds resulting from the issuance thereof, shall, to the extent necessary, be used for the retirement of the Notes at maturity, together with interest thereon, and are hereby pledged for such purpose.

Section 7. During the year or years while the Notes are outstanding, there shall be and is hereby levied on all the taxable property in this School District, in addition to all other taxes, within the limitation of Section 2 of Article XII, Ohio Constitution, a direct tax annually not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII, Ohio Constitution. That tax shall be within the ten-mill limitation prescribed by law and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, levied, extended and collected. That tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the tax shall be placed in a separate fund, which, together with all interest collected on the same, shall be irrevocably pledged for the payment of the debt service on the Notes and the Bonds, when and as the same falls due.

Section 8. It is hereby determined that all acts and conditions necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the Rocky River City School District have been performed and have been met, or will at the time of delivery of the Notes have been performed or have been met as required by law; that the tax for the payment of the principal and interest as the same falls due and are payable is within the ten-mill limitation imposed by law; that the full faith credit and general taxing power (as described in Section 7

hereof) of the Board are hereby pledged to the timely payment of debt charges on the Notes; and that the amount of indebtedness to be incurred by the issuance of the Notes does not exceed any limitation of indebtedness as fixed by law.

Section 9. The Treasurer of this Board is hereby directed to forward a certified copy of this Resolution to the Cuyahoga County Fiscal Officer.

Section 10. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 11. 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 regular meeting on September 22, 2011, of the Board of Education of the Rocky River City School District, the date, time and place of which (as shown above) having been established at the Board's organizational session in January 2011, showing the adoption of the resolution hereinabove set forth.

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

Dated: September 22, 2011

Pepple & Waggoner, Ltd.

ATTORNEYS AT LAW

Crown Centre Building
5005 Rockside Road, Suite 260
Cleveland, Ohio 44131-6808
(216) 520-0088
Fax (216) 520-0044
www.pepple-waggoner.com

Writer's e-mail:
wpepple@pepple-waggoner.com

September 9, 2011

VIA ELECTRONIC MAIL

Dr. Michael G. Shoaf
Superintendent
Rocky River City School District
21600 Center Ridge Road
Rocky River, OH 44116-3980

Re: Legal Representation by Pepple & Waggoner, Ltd.
Our File No. 900-4-89

Dear Dr. Shoaf:

This letter and accompanying materials regarding legal services are provided in response to your request during our meeting this morning for consideration by you and the Board of Education. This firm, like most school law firms, charges by the hour for services actually rendered and appropriate travel time. Our rates range from \$150 per hour for our junior associate attorneys to \$250 per hour for senior attorneys. These rates will be increased by Ten Dollars (\$10.00) per hour effective on January 1, 2012. We do not have any type of retainer arrangement in which there is a minimum charge whether or not our services are used. Clients are charged only for work that is done.

Accompanying this letter, please find our standard employment resolution which we provide to clients when we are employed. Under the terms of the resolution, our services can be terminated at any time. We do not separately charge for overhead expenses such as mileage or long distance telephone calls. Out-of-pocket expenses which are specifically identifiable with a client, such as court filing fees, overnight delivery charges, or large copying projects are typically included as an itemized component of our invoice.

As a law firm concentrating in the representation of public boards of education, our commitment is to provide the highest quality of service possible to our clients. We return all telephone calls on a timely basis and are highly responsive to our clients' needs. We meet regularly as attorneys to review pending matters, so that everyone in the firm is generally familiar with the ongoing issues affecting each client. Wherever possible, we seek to save our clients time and money by identifying and resolving legal issues before they develop into legal problems.

Pepple & Waggoner, Ltd.

ATTORNEYS AT LAW

Dr. Michael G. Shoaf
September 9, 2011
Page 2

Please let us know if any additional information is needed. We would be pleased to meet with the Board of Education if that is desired.

Thank you for your interest in our firm.

Very truly yours,

A handwritten signature in cursive script that reads "William C. Pepple". The signature is written in black ink and is positioned above the printed name.

William C. Pepple

WCP/sm
Enclosures

EMPLOYMENT RESOLUTION

The Rocky River City School District Board of Education, Cuyahoga County, Ohio, met in _____ session with the following members present:

_____ moved the adoption of the following resolution:

RESOLUTION RETAINING CERTAIN PROFESSIONAL SERVICES OF PEPPLE & WAGGONER, LTD., IN CONNECTION WITH LEGAL MATTERS RELATING TO EDUCATION AND THE OPERATION OF THE SCHOOL DISTRICT.

Section 1: The services of Pepple & Waggoner, Ltd., are hereby retained, effective _____, 2011, such legal services to be in the nature of legal representation, including, but not limited to, appearances in court, advice, opinions, appearances before the State Employment Relations Board and recommendations that may from time to time be requested by this Board, Superintendent or Treasurer concerning legal matters relating to education and the operation of the School District. Such services may include the review of any and all records of the client in this attorney-client relationship. In rendering such legal services, as an independent contractor and in an attorney-client relationship, said Pepple & Waggoner, Ltd., shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or city or of this Board, or the execution of public trusts. Such services may be terminated at any time by the Board or said Pepple & Waggoner, Ltd., by written notice to the other.

Section 2: For such legal and consultative services, said Pepple & Waggoner, Ltd., shall be paid reasonable fees as approved by the Board, and shall be reimbursed for actual out-of-pocket expenses incurred in rendering such services.

Section 3: All notices and proceedings relating to this meeting and the actions of the Board of Education have been in compliance with the provisions of Section 121.22 of the Ohio Revised Code.

_____ seconded the Motion.

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

_____	_____
_____	_____

The foregoing is a true and correct excerpt from the Minutes of the meeting on the _____ day of _____, 2011, of the Board of Education of the Rocky River City School District, Cuyahoga County, Ohio, showing the passage of the resolution hereinabove set forth.

Treasurer

FEES AND BILLING PRACTICES

- * \$150 - \$250 per hour for litigation, negotiations and general representation depending on the attorney working on the matter.
- * \$100 - \$125 per hour for work performed by a paralegal.
- * Monthly billing includes detailed accounting of work performed and total time charged.
- * Only licensed practicing attorneys will be working on the case with the ability to represent the District in all U.S. and Ohio courts, if necessary.

Note: There will be a \$10.00 hourly increase effective January 1, 2012.

**EXHIBIT F
BOARD OF EDUCATION MEETING
SEPTEMBER 22, 2011**

**RESOLUTION RETAINING CERTAIN PROFESSIONAL SERVICES OF
WALTER & HAVERFIELD LLP, IN CONNECTION WITH LEGAL
MATTERS RELATING TO EDUCATION AND THE OPERATION OF
THE SCHOOL DISTRICT**

Section 1: The services of Walter & Haverfield LLP are hereby retained, effective September 22, 2011, such legal services to be in the nature of legal representation, including but not limited to, appearances in court, advice, opinions, appearances before the State Employment Relations Board and recommendations that may from time to time be requested by this Board, Superintendent or Treasurer concerning legal matters relating to education and the operation of the School District. Such services may include the review of any and all records of the client in this attorney-client relationship. In rendering such legal services, as an independent contractor and in an attorney-client relationship, said Walter & Haverfield LLP shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or city or of this Board, or the execution of public trusts. Such services may be terminated at any time by the Board or said Walter & Haverfield LP by written notice to the other.

Section 2: For such legal and consultative services, said Walter & Haverfield LLP shall be paid reasonable fees as approved by the Board, and shall be reimbursed for actual out-of-pocket expenses incurred in rendering such services.

Section 3: All notices and proceedings relating to this meeting and the actions of the Board of Education have been in compliance with the provisions of Section 121.22 of the Ohio Revised Code.

The foregoing is a true and correct excerpt from the Minutes of the meeting on the 22nd day of September, 2011, of the Board of Education of the Rocky River City School District, Cuyahoga County, Ohio, showing the passage of the resolution hereinabove set forth.

Treasurer

FEES AND BILLING PRACTICES

- \$250 per hour for work performed by a partner of the Firm.
- \$225 per hour for work performed by an associate of the Firm.

**School Resource Officer Agreement for the 2011-2012 School Year
City of Rocky River Police Department (“RRPD”) and Rocky River City School District
Board of Education (“Board”)**


1. **Term.** Unless extended by the parties in writing, the term of this Agreement shall be for the 2011-2012 school year, defined as including student attendance days from August 2011 through June 2012.
2. **Duties of School Resource Officer.** During the term of this Agreement, the RRPD shall provide one (1) member of its active police force to serve as the full-time School Resource Officer (“SRO”) at Rocky River High School. Said services shall be provided by the RRPD on all student attendance days (approximately 180 days) as set forth on the applicable school calendar approved by the Board. The Board understands that the RRPD may need to re-assign the SRO temporarily to other law enforcement responsibilities in the event of a municipal emergency requiring the SRO’s presence elsewhere.
3. **Compensation.** As compensation for the services to be performed by the RRPD described in paragraph 2 above, the Board shall compensate the RRPD in an amount not to exceed \$40,000, which shall be payable in quarterly installments on or before September 1, 2011, November 1, 2011, February 1, 2012, and April 1, 2012 throughout the term of this Agreement.
4. **Relationship/Employee Status.** The SRO shall be deemed to be, for all purposes, an employee of the City of Rocky River and shall not at any time directly or indirectly act as agent, servant or employee of the Board. The Board shall have no control over the means and manner in which the work is to be performed by SRO. The SRO is not entitled to any of the rights, privileges or benefits provided by the Board to its employees. The RRPD acknowledges that it is solely responsible for workers’ compensation and for payment of all federal, state or local income taxes with respect to amounts paid under this Agreement. The SRO shall not have the authority to obligate the Board in any manner whatsoever. The RRPD acknowledges that the SRO is not entitled to participate in any school retirement system and that no deductions are to be withheld or payments made by the Board under this Agreement.
5. **Confidentiality.** All confidential information regarding the Board’s students, staff, security, technology and other related school matters shall be maintained as confidential by the RRPD to the fullest extent permitted under applicable law.
6. **Request for Removal.** The Board shall have the right to request the removal of any SRO whom it believes is impeding or negatively affecting the services to be provided hereunder. The RRPD and Board shall promptly meet to address the Board’s removal request.
7. **General Terms.** The Board, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the negligent actions or negligent omissions of its employees acting within the scope of their employment. The RRPD, to the fullest extent permitted under applicable law, shall be

responsible for any and all personal injury and property damage which is attributable to the negligent actions or negligent omissions of its employees acting within the scope of their employment. The Board and RRPD agree that nothing contained in this paragraph shall operate as and/or be interpreted as a waiver of either party's respective sovereign immunity. This Agreement shall not be assignable or delegable by either party without the prior written consent of the other party.

- Insurance.** The RRPD shall maintain, at its expense, insurance in the form of a comprehensive general liability policy. Such insurance shall list the Rocky River City School District Board of Education as an additional insured. The RRPD shall cause the issuer of such insurance policy to deliver to the Board, c/o Treasurer Greg Markus, evidence of the existence of such policy and shall require the insurer to give the Board, c/o Mr. Markus, at least thirty (30) calendar days' written notice prior to cancellation of, or any material change in, the policy.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the latter day and year written below.


**City of Rocky River
Police Department**


By: Kelly J. Stillman
Its: Chief of Police
Date: 2011 09 06

**Rocky River City School District
Board of Education**


By: Greg R. Markus
Its: Treasurer/CFO
Date: 9/22/11

City of Rocky River


By: Pamela E. Bobst
Its: Mayor
Date: 9-6-11

FACILITIES USAGE AGREEMENT
BETWEEN
LAKE SHORE SWIM CLUB CORPORATION
AND
ROCKY RIVER CITY SCHOOL DISTRICT BOARD OF EDUCATION

THIS FACILITIES USAGE AGREEMENT is made and entered into this _____ day of August, 2011, by and between the **BOARD OF EDUCATION OF THE ROCKY RIVER CITY SCHOOL DISTRICT**, a political subdivision of the state of Ohio whose address is 21600 Center Ridge Road, Rocky River, Ohio 44116 (hereinafter referred to as "District" or "Board of Education"), and the **LAKE SHORE SWIM CLUB CORPORATION**, an Ohio not-for-profit corporation whose address is P.O. Box 16763, Rocky River, Ohio 44116 (hereinafter referred to as "LSSCC").

WHEREAS, the District previously permitted LSSCC to utilize the Rocky River High School pool and adjacent locker rooms under an annual facility usage arrangement;

WHEREAS, the District and LSSCC wish to formalize the arrangement and enter into a multiple year facilities usage agreement related to the Rocky River High School pool and adjacent locker rooms;

WHEREAS, the District and LSSCC wish to memorialize the terms and conditions of the new arrangement in this Agreement;

WHEREAS, on _____, 2011, the Board of Education of the Rocky River City School District passed Resolution No. _____ authorizing the Board President and Treasurer to enter into this Agreement;

WHEREAS, on August 24, 2011, LSSCC Board of Directors passed a corporate resolution authorizing the President of LSSCC to enter into this Agreement;

NOW THEREFORE BE IT AGREED by the Board and LSSCC that:

1.00: Facilities. For and in consideration of the payments, covenants, and conditions contained in this Agreement to be performed and observed by the LSSCC, the District does hereby grant to LSSCC, and for and in consideration of the covenants and conditions contained in this Agreement to be performed and observed by the District, the LSSCC does hereby accept from the District the non-exclusive right, privilege, and license to use, in accordance with this Agreement, the Facilities described in Exhibit "A" which is attached hereto and made a part hereof (hereinafter referred to as "Facilities").

2.00: Term of Agreement.

- (a) Subject to the provisions hereof, the LSSCC will have the non-exclusive right to use the Facilities under this Agreement at such times determined by the Board of Education of the Rocky River City School District in its sole discretion for a **term of five years commencing on September 1, 2011 and expiring on August 31, 2016** (hereinafter referred to as "Initial Term") unless this Agreement is earlier terminated in accordance with the terms of this Agreement.

- (b) So long as no Event of Default hereunder then exists, the District and LSSCC, upon their mutual agreement, may elect to extend the Initial Term of this Agreement for up to **two** additional and consecutive **five** year terms (hereinafter referred to as “Extension Term”).
- (c) In the event that the LSSCC intends to extend the Initial Term or any Extension Term, LSSCC shall provide written notice of same to the District at least six (6) months prior to the expiration of the then current term. Upon receipt of the LSSCC’s notice of intent to extend, the Board shall consider whether: (i) the Facilities are needed for school and/or other educational purposes; (ii) the extension of the Agreement serves the best interests of the Rocky River City School District; and (iii) such other relevant facts and circumstances. Thereafter, the Board shall determine, by resolution, whether to consent to the extension of the then current term. Any extension shall be in accordance with the terms and conditions set forth in this Agreement and/or such other terms as the parties have agreed to in writing.

3.00: Fees.

- (a) The LSSCC will pay to the District all usage and additional fees, without invoice by the District, at the District’s address set forth herein or at such other place as the District may from time to time designate in writing.
- (b) During the Initial Term, the LSSCC will pay to the District **an annual usage fee of Four Thousand Five Hundred Dollars (\$4,500) (the “Base Fee”) for the first year of the Initial Term, which shall be payable in four equal, quarterly installments no later than September 30, December 31, March 31 and June 30 during the Initial Term and any Extension Term.** If any fee payment date falls on a day which is not a business day, then the usage fee shall be due and payable on the next succeeding business day without interest or penalty if paid on such business day.
- (c) For each year after the first year of the Initial Term the Base Fee shall be further increased by \$500 per year. For each year of any Extension Term, if any, the Base Fee shall be further increased by an amount equal to the “Consumer Price Index for All Urban Consumers” (total unadjusted index for all items for the 12-month period most recently published) (herein after referred to as “CPI-U”) which shall become the new Base Fee for calculating future rental increases. In calculating such increases, the parties will rely on the CPI-U most recently published by the United States Department of Labor, Bureau of Labor Statistics. In no event shall the rent for any subsequent year ever be lower than the base rent paid in the preceding year.
- (d) As an additional fee, the LSSCC will reimburse the District, upon invoice, for the costs associated with the repair of any damage to the Facilities (or any part thereof) occurring in connection with and/or as a result of the LSSCC’s use of the Facilities or any part thereof.

- (e) As an additional fee, the LSSCC will reimburse the District, upon invoice, for the costs associated with any District personnel to provide extraordinary clean-up and/or special supervision occurring during, in connection with and/or as a result of the LSSCC's use of the Facilities or any part thereof.
- (f) If LSSCC fails to make any payment of the usage fee or any additional fee in the amount and on the date provided for herein, and such amount remains unpaid for in excess of ten (10) calendar days, LSSCC will be liable for interest on such late payment at the overdue interest rate of 10% *per annum* from the date such payment was due to the date such payment was received by the District.
- (g) Should it be necessary for the District to close the Facilities for any reason not related to or caused by LSSCC's use pursuant to this Agreement, LSSCC shall be entitled to a pro-rated credit based on the number of actual swim days the Facilities are otherwise unavailable to LSSCC according to an approved swim calendar maintained by the LSSCC and reviewed by the District. The District shall be solely responsible for calculating any credit due the LSSCC under this Section in accordance with Exhibit "B" which is attached hereto and made a part hereof. Said pro-rated credit shall be applied toward the next scheduled LSSCC usage fee payment immediately following the period of closure. In no event shall the District assume responsibility for any payment due and owing by LSSCC to any third party for the use of a separate pool or facility for the period of time the District's Facilities are closed. The District will employ its best efforts to notify LSSCC in as far in advance as possible of any potential closure of the Facilities.

4.00: Limitations on Use of Facilities.

- (a) LSSCC acknowledges and understands that its use of the Facilities shall be subordinate to the District's use of the Facilities for school purposes; further that LSSCC's use of the Facilities shall not interfere, impede or otherwise negatively affect the District's use of the Facilities for school purposes; and further that the District may utilize the Facilities for school or other purposes simultaneously with LSSCC's use of the Facilities. Subject to the foregoing, and to the extent practicable, the District agrees to grant LSSCC access to the pool for no less than twenty-five (25) but no more than thirty-five (35) hours per week.
- (b) LSSCC will use the Facilities only for the operation of its swim club and related activities, and its use of the Facilities is limited to the hours and days of operation of the Rocky River High School pool as established by the Board of Education of the Rocky River City School District in its sole discretion.
- (c) LSSCC will use and occupy the Facilities in a careful, safe, legal, and proper manner, and will, at its sole expense, comply with the directions of the District Facilities Office ((440) 356-6019) for the use thereof. LSSCC will not allow the Facilities to be used for any purpose other than that which is expressly stated in this Agreement.
- (d) LSSCC will neither bring or suffer to be brought into the Facilities any substance or force that will increase the hazard of fire, property damage, and/or personal

injury in or on the Facilities nor permit the Facilities to be used for any unlawful purpose or in any way that will injure the reputation of the same.

- (e) Upon the expiration or earlier termination of the Initial Term or any Extension Term, LSSCC will immediately remove all of its equipment, materials and/or supplies and surrender the Facilities to the District in the same condition in which the Facilities was originally received from the District except for ordinary wear and tear.
- (f) The District shall not be liable for any damage or injury to persons or property occasioned by LSSCC's failure to keep the Facilities in repair, or any damage or injury to persons or property arising out of or in connection with LSSCC's use of the Facilities, and/or any damage or injury to persons or property arising from the negligence of LSSCC.

5.00: Condition of the Facilities. No representations as to the condition or repair of the Facilities have been made by the District that are not herein expressed. The District does not represent, covenant or warrant that the Facilities are in a fit, safe and habitable condition. LSSCC, in its sole judgment and discretion, has determined that the Facilities and any portion thereof are fit, safe, habitable and otherwise appropriate for LSSCC's intended usage. Notwithstanding the above, the District agrees to maintain the Facilities in accordance with all applicable local, state and/or federal regulations.

6.00: Maintenance and Repair.

- (a) LSSCC will not suffer any waste on any portion of the Facilities nor cause the Facilities to fall into disrepair on account of its use thereof.
- (b) LSSCC will maintain the Facilities in a safe and clean fashion during the periods of use by LSSCC. The District, at its sole expense, will provide customary janitorial services for the Facilities.
- (c) In the event that extraordinary clean-up and/or special supervision is required during, in connection with, and/or as a result of LSSCC's use of the Facilities or any part thereof, the District shall provide same, and LSSCC shall be responsible to reimburse the District for the total cost thereof. As used in this Section, "extraordinary" clean-up or special supervision shall be defined as anything beyond the normal, ordinary, regular or established practice of the District.
- (d) Should the Facilities, or any part thereof, be damaged by fire or other casualty, the District will not be required to rebuild any such part of the Facilities; LSSCC waives any right to require the District to rebuild any such part of the Facilities; and this Agreement shall automatically and without notice terminate and neither party shall have any further liability to the other.
- (e) LSSCC shall not, without the prior written consent of the District which may be withheld for any or no reason, make alterations, additions or improvements to the Facilities.

7.00: Insurance Maintained by LSSCC. LSSCC shall indemnify, save and hold harmless, and defend the Board of Education of the Rocky River City School District, its members, employees and agents against any and all claims, damages, liabilities, settlements, and court awards (including costs, other expenses, and attorneys' fees) incurred in connection with and/or as a result of the use of the Facilities by LSSCC or its officers, employees, agents, members, and/or invitees. LSSCC will during the Initial Term or any Extension Term, at its cost and expense, maintain valid and enforceable insurance of the following character:

- (a) all-risk property insurance with a policy limit of not less than of \$3,000,000; and
- (b) commercial general liability insurance with minimum limits of \$3,000,000 per location (20951 Detroit Road, Rocky River, OH 44116) and per occurrence and \$3,000,000 annual aggregate, covering the legal liability of LSSCC and the District against claims for bodily injury, death or property damage, occurring on, in or about the Facilities and the adjoining land, in connection with and/or as a result of the use of the Facilities by LSSCC and its officers, employees, agents, members and invitees. Coverage shall include "premises/operations", "independent contractors", and "blanket contractual" liabilities. Any policy written on a claims-made shall provide that: (i) coverage will be continuous; (ii) the retroactive date of the first claims made policy will be the expiration date of the preceding continuous occurrence coverage; (iii) at each renewal of the claims made coverage, the retroactive date will not be advanced; (iv) if the retroactive date is advanced or coverage is canceled for whatever reason, LSSCC will deliver to the District a certificate of insurance showing that LSSCC has purchased the extended reporting period or supplemental tail endorsement under the previous policy extending the period for an unlimited time, if reasonably available, during which a claim may first be made; and (v) the certificate of insurance will show the retroactive date; and
- (c) workers' compensation insurance in accordance with applicable laws; and
- (d) to the extent transportation is provided by LSSCC arising out of or in connection with its use of the Facilities pursuant to this Agreement, business auto liability with minimum limits of \$3,000,000 per occurrence and \$3,000,000 in the aggregate.

Each insurance policy maintained will: (1) name the District as an additional insured; (2) provide that the insurer waives all rights of subrogation against the District and any other person or entity to which or to whom coverage is afforded under a policy required to be maintained under this Agreement; (3) provide that thirty (30) calendar days' (ten (10) calendar days for nonpayment of premiums) prior written notice of cancellation, modification, termination or lapse of coverage shall be given to the District; and (4) be primary and without right or provision of contribution as to any other insurance carried by the District or any other interested party. LSSCC will deliver to the District, upon the execution and delivery of this Agreement, certificates of insurance, reasonably satisfactory to the District and evidencing all the insurance which is then required to be maintained by LSSCC, and LSSCC will, not later than five (5) calendar days prior to the expiration of any such insurance, deliver certificates of insurance evidencing the renewal of such insurance.

8.00: Subletting and Assignment. LSSCC has no right to sublet the Facilities or any portion thereof or assign this Agreement in whole or part without the prior written consent of the Board, which may be withheld for any or no reason.

9.00: Events of Default and Remedies.

- (a) Any of the following occurrences shall constitute an "Event of Default" as to LSSCC under this Agreement:
 - (1) if LSSCC fails to make payment of the Fees and such failure continues for a period of thirty (30) calendar days after written notice from the District to LSSCC specifying such failure to pay;
 - (2) if LSSCC fails to perform any other covenant, agreement, obligation or condition on the part of LSSCC to be performed under this Agreement, and if such failure shall continue for thirty (30) calendar days after written notice from the District to LSSCC specifying such failure and demanding that the same be cured;

- (b) Upon the occurrence of an Event of Default as to LSSCC, the District has the following remedies:
 - (1) to re-enter the Facilities and remove all persons and property therefrom, by any suitable action or proceeding at law, or otherwise and may have, hold and enjoy the Facilities; and/or
 - (2) to terminate this Agreement at any time by giving ten (10) calendar days' notice in writing to LSSCC electing to terminate this Agreement, and the Initial Term or any Extension Term will expire at the expiration of the ten (10) calendar days' notice as fully and completely as if that date were the date herein originally fixed for the expiration of the Initial Term or any Extension Term and LSSCC will thereupon quit and peacefully surrender the Facilities to the District, without any payment therefor by the District, and the District, upon the expiration of ten (10) calendar days' notice, or at any time thereafter, may re-enter the Facilities as provided in the preceding clause.

10.00: Termination. Without liability of any kind, the Board may terminate this Agreement in its entirety if the Board determines that the Facilities are needed for school purposes and provides written notice to LSSCC, to the extent practicable, at least thirty (30) calendar days prior to termination. In the event of termination, the District agrees to refund LSSCC a pro-rated portion of the Base Fee paid for the period of time remaining in the applicable Initial or Extension Term according to the District's calculation. Said pro-rated refund shall be tendered to LSSCC within fifteen (15) calendar days of LSSCC's written request for same.

11.00: Christmas Swim Meet.

- (a) In addition and subject to the terms and conditions contained in this Agreement, and contingent upon LSSCC's additional annual payment of One Thousand Fifty Dollars (\$1,050) to the Board, LSSCC shall have the right to utilize the Facilities for a period of time not to exceed twenty-four (24) hours over a three-day weekend to occur in late December or early January of each year of the Initial Term and any Extension Term thereto, for the purpose of hosting a Christmas swim meet ("Annual Meet"). The Annual Meet must occur on a three-day weekend approved in advance by the Board. As part of the Annual Meet, LSSCC agrees to allow the Rocky River High School Swim Parents Club or other District approved school support organization to operate a concession stand and retain the proceeds of all concessions sold during the Annual Meet for the express benefit of the Rocky River High School swim team.
- (b) Should the Rocky River High School swim team cease to exist in its entirety during the duration of this Agreement, LSSCC shall then be entitled to operate the concession stand and retain the proceeds of all concessions sold during the Annual Meet referenced in this section. This provision specifically excludes "pay-to-play" programs or any other modification to the District's swim team program during the term of this Agreement that does not involve a complete cancellation or elimination of the District's swim program.
- (c) In the event the District's swim program is reinstated following its cancellation or elimination as contemplated in division (b) herein, then proceeds from the sale of concessions sold during the Annual Meet shall be made payable pursuant to division (a) of Section 11:00.

12.00: Miscellaneous.

- (a) If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement will be valid and shall be enforceable to the extent permitted by law.
- (b) This Agreement embodies the entire agreement between LSSCC and the District relating to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.
- (c) No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument signed by the parties.
- (d) All provisions contained in this Agreement will be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of LSSCC and the District to the same extent as if each such successor or assign were named as a party hereto.

- (e) If either party shall be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder, as a result of an event of Force Majeure, then the performance of such covenant or obligation shall be excused for the period of such delay, hindrance or prevention, and the period for the performance of such covenant or obligation shall be extended by the number of day equivalent to the number of days of such delay, hindrance or prevention. "Force Majeure" means any strike, lockout, shortage of labor, fuel or materials, acts of God, adverse weather conditions not reasonably anticipated, applicable law, enemy act, riot, insurrection or other civil commotion, fire or other casualty or any other cause or circumstance beyond the reasonable control of the District or LSSCC, as the case may be.
- (f) Any lawsuit, demand and/or claim of any kind brought by either or both of the parties shall only be filed in the courts located in Cuyahoga County, Ohio.
- (g) All headings are for reference only and shall not be considered as part of this Agreement.

IN WITNESS HEREOF, the parties hereto have set their hands to duplicates thereof, each copy of which shall be deemed an original.

**BOARD OF EDUCATION OF THE
THE ROCKY RIVER CITY
SCHOOL DISTRICT**

**LAKE SHORE SWIM CLUB
CORPORATION**

By: _____
President

By: Andrew C. Burgess
President

Print Name

ANDREW C. BURGESS
Print Name

By: _____
Treasurer

Print Name

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said county and state, personally appeared the above named Scott Swartz, President, and Greg Markus, Treasurer of the Rocky River City School District Board of Education, the authorized persons who executed the foregoing Agreement, who acknowledged that they did sign the foregoing Agreement in their official capacities on behalf to the Board of Education and by authority of the Board of Education, and that said Agreement is their respective free acts and deed individually and officially and the free act and deed of the Board of Education.

SWORN to before me and subscribed in my presence this _____ day of _____, 2011.

Notary Public

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said county and state, personally appeared the above named Andrew Burgess, President of the Lake Shore Swim Club Corporation, an Ohio not-for-profit corporation, the authorized person who executed the foregoing Agreement, who acknowledged that s/he did sign the foregoing Agreement as such officer in behalf of said Lake Shore Swim Club Corporation and by authority of its Board of Directors, and that said Agreement is his free act and deed individually and the free act and deed of said Lake Shore Swim Club Corporation.

SWORN to before me and subscribed in my presence this 26 day of August, 2011.

Theresa Davis

Notary Public



THERESA DAVIS
Notary Public, State of Ohio
My Commission Expires Dec. 9, 2012

Exhibit "A"

The pool and adjacent locker room areas located at the Rocky River High School, 20951 Detroit Road, Rocky River, Ohio 44116, which will include access to a coach's office, bulletin board, the storage area and kick boards in the pool area so long as such use does not reasonably interfere with District's normal operations as determined by the District in its sole discretion.

Exhibit "B"

The "pro-rated credit" referenced in Section 3:00(g) shall be calculated by dividing the number of actual swim days according to an approved swim calendar maintained by the LSSCC and reviewed by the District into the *annual* usage fee referenced in Section 4:00 for the relevant time period. This calculation will result in a daily usage rate which will be multiplied by the number of actual swim days the Facilities are not available to the LSSCC for reasons not related to or caused by the LSSCC's use of the Facilities pursuant to this Agreement.

EXHIBIT I
BOARD OF EDUCATION MEEETING
SEPTEMBER 22, 2011

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 Beach School Administrative Office Relocation Project, Kensington Intermediate School Addition and Renovation Project and Rocky River High School Additions and Renovation Project be ratified as previously recommended by the Architect and the Executive Director of Construction Services.

BEACH SCHOOL ADMINISTRATIVE OFFICE RELOCATION PROJECT:

<u>CHANGE EVENT</u>	<u>DESCRIPTION</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
002-2	Cut over old CEI power to the new CEI transformer.	Lake Erie Electric	\$1,634.85
023	Extend power for Curriculum Library projectors.	Lake Erie Electric	\$444.83
028	Aluminum dog house at Reception Area.	Lake Erie Electric	\$469.70
029	Additional cost due to extension of project schedule, which was originally to be complete 4/15/11 and now is 7/1/11.	Lake Erie Electric	\$2,445.22
036-2	Moved sump pump controller – final connections.	Lake Erie Electric	\$128.36
037-2	New 1930 Bldg. circuits – pull wire and connections.	Lake Erie Electric	\$556.86
052	Remove non-plenum cable and devices and fire seal openings.	Lake Erie Electric	\$636.94
059	Elevator Machine Room and 1 st Floor additional work – elevator phone line conduit.	Lake Erie Electric	\$143.82
064-1	Add additional light in	Lake Erie Electric	\$474.95

elevator machine room.

064-2	Additional lighting in elevator pit – jelly jar light.	Lake Erie Electric	\$535.97
065	Power for PK Mechanical temporary heaters.	Lake Erie Electric	\$6,824.00
		P K Mechanical	(6,824.00)
066	Boiler room flood damage repair (WILL BE REIMBURSED BY INSURANCE)	Lake Erie Electric	\$7,934.42
		Harner Plumbing (CCD-014)	\$5,590.00
		P K Mechanical (CCD-015)	\$102,883.17

KENSINGTON INTERMEDIATE SCHOOL ADDITION AND RENOVATION PROJECT:

<u>CHANGE EVENT</u>	<u>DESCRIPTION</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
008	Patch floor opening in Storage 217 for the HVAC contractor.	John G. Johnson Construction	\$2,822.64
011	Remove existing steps at Morewood Pkwy. Entrance and replace with new stone steps.	John G. Johnson Construction	\$7,928.77
012	Replace existing tracks and chain hangers to allow new stage curtains to be fully operable and code compliant.	John G. Johnson Construction	\$7,628.48
014	Repair existing electrical feeder wiring to Panel "S" which was cut during investigative demolition to resolve structural questions in stage/cafetorium area.	Enertech Electrical	\$2,206.92
015	Provide hot water supply and return piping to new rooftop unit RTU-1 per response to RFI HV-002.	P K Mechanical	\$3,574.08
021	Provide additional work to fully adhere new tapered insulation to existing roof substrate at Goldwood Primary School, in lieu of using mechanical fasteners per CCD001 issued 5/12/11. During tear-off of the existing roof system, it was determined that specified mechanical fasteners could not provide adequate attachment to existing Tectum and lightweight concrete roof decking.	Boak & Sons, Inc.	\$5,849.00
022	Provide divider wall on Goldwood roof to separate 2 adjacent roof areas with different drainage patterns	Boak & Sons Inc.	\$3,022.00

and tapered insulation
heights per CCD002 issued
5/12/11.

025	Replace concrete parking apron on Morewood Pkwy. and restore adjacent lawn area. Existing concrete is deteriorated.	John G. Johnson Construction	\$16,858.43
026	Provide quick shipment of sound attenuators for new cafeteria ductwork. Portion of the new work associated with cafeteria is located within LRS-4 tutor room and existing computer lab and needed to be expedited to allow completion before start of school.	P K Mechanical	\$587.50

ROCKY RIVER HIGH SCHOOL SCHOOL ADDITIONS AND RENOVATION PROJECT:

<u>CHANGE EVENT</u>	<u>DESCRIPTION</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
001	Provide virgin limestone aggregate in asphalt mix for new running track as requested RRCSD per CCD002 issued 7/6/11.	Vasco Sports Contractors	\$5,070.59
003	Perform additional work to accommodate expedited replacement of existing rooftop unit (RTU) serving the Home Ec area and cafeteria. Work includes installation of temp ductwork connections, revised electrical service, and relocating existing sanitary vents prior to the start of school. Costs for removal and replacement existing ceilings and adding roof framing for 1 RTU will be included in a future Change Proposal.	Harner Plumbing Inc.	\$968.73
		Castle Heating & Air	\$5,368.12
		Lake Erie Electric	(223.68)
005	Accept value engineering proposal from HVAC Contractor relating to temp controls system. Also included in this proposal are savings associated with having the same web-based temp controls system in RRHS, KIS and Beach Office, such as consolidated training and head-end equipment.	Castle Heating & Air	(42,391.00)
009	Furnish a temp electric heater for Rm 239. Installation and wiring of heater will be performed by Electrical Contractor at no additional cost. Demolition for new Science Addition required the removal of existing unit ventilator in	Castle Heating & Air	\$622.04

this room.

010	Perform additional work to re-feed existing electrical circuits in classrooms in Area G. Wiring for some existing electrical outlets in classrooms to remain ran through classrooms that were demolished for the new Science addition.	Lake Erie Electrical	\$2,892.94
019	Award Alternate Nos. 2,3,4,5,7,15 and 24 as requested RRCSD.	Mosser Construction Inc.	\$360,900.00
		Lake Erie Electric	\$125,000.00



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 SEPTEMBER 22, 2011

1. Student-Board of Education Liaison
∞ Katie Perez
2. Curriculum and Instruction – Elizabeth Anderson
∞ Kensington Intermediate School - National Blue Ribbon Award
3. Communications and Technology Report – Dianna Foley
∞ Chrome Books
4. Personnel and Support Services – Sam Gifford
5. District Student Enrollment
6. Calendar Drafts 2013-2014

Dates and Reminders

Fri., Sat., September 23, 24		RR Homecoming Weekend
Friday, September 23	4:30-6:30 p.m.	RRPTA Homecoming Subway Dinner – HS Cafeteria
	6:15 p.m.	Homecoming Parade Departure – St. Christopher's Parking Lot
Thursday, September 29	6:00 - 9:00 p.m.	Board of Education Retreat – Board Office (A pizza/salad dinner will be served)
Wednesday, October 12	5:00 p.m.	Board of Education Committee-of-the-Whole Meeting – Curriculum Library
Friday, October 14		NEOEA Day – No School
Thursday, October 20	7:00 p.m.	Board of Education Regular Meeting – Curriculum Library
October 24-28		Red Ribbon Week
Saturday, October 29	11:00-3:30 p.m.	Spooky Saturday - Kensington

Rocky River Schools...

Globally Competitive • Exceptional Opportunities • Caring Environment • Successful Students

ENROLLMENT FORM

ACTUAL TOTAL

REACH (includes peers)	<u>24</u>	
Kindergarten	<u>154</u>	
Grade 1	<u>183</u>	
Grade 2	<u>201</u>	<u>562</u>
Grade 3	<u>194</u>	
Grade 4	<u>186</u>	
Grade 5	<u>202</u>	<u>582</u>
Grade 6	<u>181</u>	
Grade 7	<u>214</u>	
Grade 8	<u>206</u>	<u>601</u>
Grade 9	<u>215</u>	
Grade 10	<u>222</u>	
Grade 11	<u>197</u>	
Grade 12	<u>228</u>	
Grade 23	<u>2</u>	<u>864</u>
In District Subtotal		<u>2609</u>
Itinerant Preschool Handicapped		<u>7</u>
Out of District Handicapped		<u>9</u>
Cuy. County District (PEP)		<u>1</u>
MRDD		<u>1</u>
Court Placed		<u>1</u>
TOTAL		<u>2628</u>

ROCKY RIVER CITY SCHOOL DISTRICT

2013-2014 CALENDAR

OPTION A

Important Dates	
August 22/23	New Teacher Orientation
August 26	Teacher Professional Day
August 27	First Day of School
September 2	Labor Day
October 18	NEOEA Day
November 14	Parent Conference Day
November 15	Teacher Professional Day
November 27/28/29	Thanksgiving Vacation
December 23	Winter Vacation Begins
January 6	School Resumes
January 20	Martin Luther King Day
January 27	Teacher Record Day
February 17	Presidents' Day
April 14	Spring Vacation Begins
April 22	School Resumes
May 26	Memorial Day
June 11	Last Day of School
June 12	Teacher Record Day

Holidays for 12 Month Employees	
September 2	Labor Day
November 28	Thanksgiving Day
November 29	Day After Thanksgiving
December 24	Day Before Christmas
December 25	Christmas Day
December 31	Day Before New Years
January 1	New Years Holiday
January 20	Martin Luther King Day
February 17	Presidents' Day
April 18	Day During Spring Break
May 26	Memorial Day
July 4	Fourth of July

Contingency Calamity Days
 June 12, 13, 16, 17 and 18, 2013 are designed as student make-up calamity days as required by O.R.C. 3317.01

Adopted: _____ Resolution# _____



(4) AUGUST						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22 ^T	23 ^T	24
25	26	27	28	29	30	31

(20) SEPTEMBER						
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29	30					

(22) OCTOBER						
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13	14	15	16	17	18	19
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27	28	29	30	31		

(16) NOVEMBER						
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(15) DECEMBER						
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(18) JANUARY						
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(19) FEBRUARY						
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(21) MARCH						
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23/30	24/31	25	26	27	28*	29

(16) APRIL						
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(21) MAY						
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(8) JUNE						
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29	30					

JULY						
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20	21	22	23	24	25	26
27	28	29	30	31		

- School Not In Session
- Parent Conference Day
- Professional Day
- Holiday for 12 Month Employees
- T = New Teacher orientation
- * = End of Quarter

Grading Periods	
First Quarter	August 27.....November 1= 47 days
Second Quarter	November 4.....January 24= 44 days
Third Quarter	January 28.....March 28= 43 days
Fourth Quarter	March 31.....June 11.....= 46 days

Month	Total Student Days	Teacher Professional Days	Total Teacher Days
August	4	1	5
September	20		20
October	22	1	23
November	16	2	18
December	15		15
January	18	1	19
February	19		19
March	21		21
April	16		16
May	21		21
June	8	1	9
Total	180	6	186

ROCKY RIVER CITY SCHOOL DISTRICT

2013-2014 CALENDAR

OPTION B

Important Dates	
August 22/23	New Teacher Orientation
August 26	Teacher Professional Day
August 27	First Day of School
September 2	Labor Day
October 18	NEOEA Day
November 14	Parent Conference Day
November 15	Teacher Professional Day
November 27/28/29	Thanksgiving Vacation
December 23	Winter Vacation Begins
January 6	School Resumes
January 20	Martin Luther King Day
January 27	Teacher Record Day
February 17	Presidents' Day
April 18	Spring Vacation Begins
April 28	School Resumes
May 26	Memorial Day
June 11	Last Day of School
June 12	Teacher Record Day

Holidays for 12 Month Employees	
September 2	Labor Day
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December 25	Christmas Day
December 31	Day Before New Years
January 1	New Years Holiday
January 20	Martin Luther King Day
February 17	Presidents' Day
April 18	Day During Spring Break
May 26	Memorial Day
July 4	Fourth of July

Contingency Calamity Days
 June 12, 13, 16, 17 and 18, 2013 are designed as student make-up calamity days as required by O.R.C. 3317.01

Adopted: _____ Resolution# _____



(4) AUGUST						
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(20) SEPTEMBER						
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29	30					

(22) OCTOBER						
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(16) NOVEMBER						
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(15) DECEMBER						
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22	23	24	25	26	27	28
29	30	31				

(18) JANUARY						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24*
25	26	27	28	29	30	31

(19) FEBRUARY						
S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	

(21) MARCH						
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28*	29

(16) APRIL						
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27	28	29	30			

(21) MAY						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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(8) JUNE						
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22	23	24	25	26	27	28
29	30					

JULY						
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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- Parent Conference Day
- Professional Day
- X Holiday for 12 Month Employees
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September	20		20
October	22	1	23
November	16	2	18
December	15		15
January	18	1	19
February	19		19
March	21		21
April	16		16
May	21		21
June	8	19	
Total	180	6	186

ROCKY RIVER CITY SCHOOL DISTRICT

2013-2014 CALENDAR

OPTION C

Important Dates	
August 15/16.....	New Teacher Orientation
August 23.....	Teacher Professional Day
August 26.....	First Day of School
September 2.....	Labor Day
October 18.....	NEOEA Day
November 14.....	Parent Conference Day
November 15.....	Teacher Professional Day
November 27/28/29.....	Thanksgiving Vacation
December 23.....	Winter Vacation Begins
January 6.....	School Resumes
January 20.....	Martin Luther King Day
January 27.....	Teacher Record Day
February 17.....	Presidents' Day
March 31.....	Spring Vacation Begins
April 7.....	School Resumes
April 18.....	Good Friday
April 21.....	Easter Monday
May 26.....	Memorial Day
June 11.....	Last Day of School
June 12.....	Teacher Record Day

Holidays for 12 Month Employees

September 2.....	Labor Day
November 28.....	Thanksgiving Day
November 29.....	Day After Thanksgiving
December 24.....	Day Before Christmas
December 25.....	Christmas Day
December 31.....	Day Before New Years
January 1.....	New Years Holiday
January 20.....	Martin Luther King Day
February 17.....	Presidents' Day
April 18.....	Good Friday
May 26.....	Memorial Day
July 4.....	Fourth of July

Contingency Calamity Days

June 12, 13, 16, 17 and 18, 2013 are designed as student make-up calamity days as required by O.R.C. 3317.01

Adopted: _____ Resolution# _____



(5) AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15 ^T	16 ^T	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(20) SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

(22) OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

(16) NOVEMBER						
S	M	T	W	T	F	S
					1*	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

(15) DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

(18) JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24*
25	26	27	28	29	30	31

(19) FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

(20) MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28*	29
30	31					

(16) APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

(21) MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(8) JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11*	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- School Not In Session
- Parent Conference Day
- Professional Day
- X Holiday for 12 Month Employees
- T = New Teacher orientation
- * = End of Quarter

Grading Periods	
First Quarter.....	August 26.....November 1= 48 days
Second Quarter.....	November 4.....January 24= 44 days
Third Quarter.....	January 28.....March 28= 43 days
Fourth Quarter.....	April 7.....June 11.....= 45 days

Month	Total Student Days	Teacher Professional Days	Total Teacher Days
August	5		16
September	20		20
October	22	1	23
November	16	2	18
December	15		15
January	18	1	19
February	19		19
March	20		20
April	16		16
May	21		21
June	8	19	
Total	180	6	186

ROCKY RIVER CITY SCHOOL DISTRICT

2013-2014 CALENDAR

OPTION D

Important Dates	
August 15/16.....	New Teacher Orientation
August 30.....	Teacher Professional Day
September 2.....	Labor Day
September 3.....	First Day of School
October 18.....	NEOEA Day
November 14.....	Parent Conference Day
November 15.....	Teacher Professional Day
November 27/28/29	Thanksgiving Vacation
December 23.....	Winter Vacation Begins
January 6.....	School Resumes
January 20.....	Martin Luther King Day
January 27.....	Teacher Record Day
February 17.....	Presidents' Day
April 14.....	Spring Vacation Begins
April 22.....	School Resumes
April 18.....	Good Friday
April 21.....	Easter Monday
May 26.....	Memorial Day
June 18.....	Last Day of School
June 19.....	Teacher Record Day

Holidays for 12 Month Employees

September 2.....	Labor Day
November 28.....	Thanksgiving Day
November 29.....	Day After Thanksgiving
December 24.....	Day Before Christmas
December 25.....	Christmas Day
December 31.....	Day Before New Years
January 1.....	New Years Holiday
January 20.....	Martin Luther King Day
February 17.....	Presidents' Day
April 18.....	Good Friday
May 26.....	Memorial Day
July 4.....	Fourth of July

Contingency Calamity Days

June 19, 20, 23, 24 and 25, 2013 are designed as student make-up calamity days as required by O.R.C. 3317.01

Adopted: _____ Resolution# _____



AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15 ^T	16 ^T	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(20) SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

(22) OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

(16) NOVEMBER						
S	M	T	W	T	F	S
					1*	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

(15) DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

(18) JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24*
25	26	27	28	29	30	31

(19) FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

(20) MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28*	29
30	31					

(16) APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

(21) MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(13) JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18*	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- School Not In Session
- Parent Conference Day
- Professional Day
- X Holiday for 12 Month Employees
- T = New Teacher orientation
- * = End of Quarter

Grading Periods	
First Quarter.....	September 3...November 1 ...= 43 days
Second Quarter.....	November 4.....January 24= 44 days
Third Quarter.....	January 28.....March 28= 43 days
Fourth Quarter.....	April 1.....June 18.....= 50 days

Month	Total Student Days	Teacher Professional Days	Total Teacher Days
August	0	1	1
September	20		20
October	22	1	23
November	16	2	18
December	15		15
January	18	1	19
February	19		19
March	20		20
April	16		16
May	21		21
June	13	1	14
Total	180	6	186

Treasurer's Certificate

Section 5705.412, RC

In the matter of: the Supplemental Appropriation Measure for the fiscal year ending **June 30, 2012**, Resolution No. 170.7-11

IT IS HEREBY CERTIFIED that the Rocky River City School DISTRICT BOARD OF EDUCATION, CUYAHOGA COUNTY, OHIO, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.


Dated: 9/22/11



Board President



Superintendent



Treasurer of the Board of Education of the
Rocky River City School District
Cuyahoga County, Ohio