

**WESTLAKE CITY SCHOOLS
BOARD OF EDUCATION MINUTES**

**Monday, December 18, 2006 – 4:00 p.m. – Regular Meeting
Administration Building – Board Room
27200 Hilliard Blvd.**

Call to Order: Time: 4:01 p.m.

Roll Call:

Mrs. D'Ettorre Wargo	<u>Present</u>	
Mr. Beal	<u>Present</u>	Entered the meeting at 4:40 p.m.
Mr. Mays	<u>Present</u>	
Mr. O'Malley	<u>Present</u>	Entered the meeting at 4:05 p.m.
Ms. Rocco	<u>Present</u>	

A. Adjourn to Executive Session

Time: 4:03 p.m.

Purpose: Discuss Personnel

Motion by Mr. Mays
Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo	<u>AYE</u>
Mr. Mays	<u>AYE</u>
Ms. Rocco	<u>AYE</u>

Others in attendance: None

Mr. O'Malley entered the meeting at 4:05 p.m.

Mr. Beal entered the meeting at 4:40 p.m.

Adjourn Executive Session and Return to Regular Session

Time: 5:14 p.m.

President D'Ettorre Wargo declared a recess at 5:14 p.m. and resumed the meeting at 5:29 p.m.

Pledge of Allegiance: President D'Ettorre Wargo led the assembly in the Pledge of Allegiance.

Acknowledgment of Visitors: President D'Ettorre Wargo thanked all in attendance.

Approval of Agenda

Motion by Mr. O'Malley

Seconded by Mr. Beal

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

*Hearing of Public (15 Minutes) Agenda Items – None.

B. Approval of Minutes

1. Special Meeting of November 1, 2006

Motion by Mr. Mays

Seconded by Mr. Beal

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley ABSTAIN

Ms. Rocco ABSTAIN

2. Regular Meeting of November 6, 2006

Motion by Ms. Rocco

Seconded by Mr. Mays

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

3. Special Meeting of November 22, 2006

Motion by Mr. O'Malley

Seconded by Mr. Mays

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco ABSTAIN

C. Superintendent's Report – Educational Program Status

- Superintendent Costanza presented an overview of the District's educational program status. In the presentation he identified things the District needs to do to improve.

D. Treasurer's Report/Recommendations

1. Action Items

- | | |
|--|---------------|
| a. Resolution to Accept Funds | Exhibit D-1-a |
| b. Resolution to Establish Appropriations | Exhibit D-1-b |
| c. Resolution to Authorize FY07 Appropriations (October) | Exhibit D-1-c |
| d. Resolution to Authorize FY07 Appropriations (November) | Exhibit D-1-d |
| e. Resolution to Approve Revised Student Activity Purpose Statement and Budget | Exhibit D-1-e |
| f. Resolution Authorizing Membership into the Suburban Health Consortium Effective January 1, 2007 and Authorizing the Superintendent to Execute the Suburban Health Consortium New Member Agreement | Exhibit D-1-f |
| g. Resolution Authorizing the Superintendent to Execute the Suburban Health Consortium Amended and Restated Consortium Agreement | Exhibit D-1-g |

E. CAC Report – None.

F. New Business

1. Action Items

- | | |
|--|------------------|
| a. Resolution to Accept Gifts and Contributions | Exhibit F-1-a |
| b. Resolutions to Approve Staff Recommendations | |
| 1. Resolution to Approve FMLA and Substitutes for Certificated Staff Members | Exhibit F-1-b-1 |
| 2. Resolution to Approve Certificated Home Instruction | Exhibit F-1-b-2 |
| 3. Resolution to Approve Stipends for Members of Local Professional Development Committee | Exhibit F-1-b-3 |
| 4. Resolution to Approve Professional Study Leave of Absence for Certificated Staff Member | Exhibit F-1-b-4 |
| 5. Resolution to Approve Employment of Adult Basic Literacy Education Personnel | Exhibit F-1-b-5 |
| 6. Resolution to Approve FMLA and Substitutes for Classified Staff Members | Exhibit F-1-b-6 |
| 7. Resolution to Approve Employment and Change of Hours for Bus Drivers & Bus Aides | Exhibit F-1-b-7 |
| 8. Resolution to Approve Staff Resignation for the Purpose of Retirement | Exhibit F-1-b-8 |
| 9. Resolution to Approve Supplemental Resignations and Contracts | Exhibit F-1-b-9 |
| 10. Resolution to Approve Project Link Resignation, Employment and Step Increase | Exhibit F-1-b-10 |
| c. Resolution to Approve Increase in Substitute Pay Rates for Support Staff | Exhibit F-1-c |
| d. Resolution to Approve Lunch Benefits Verification | Exhibit F-1-d |
| e. Resolution to Approve Sunday Building Use | Exhibit F-1-e |
| f. Resolution to Approve Revised Interdistrict Service Area Contract | Exhibit F-1-f |
| g. Resolution to Approve Westlake High School Course of Study 2007-2008 | Exhibit F-1-g |
| h. Resolution to Approve Resignation of Superintendent of Schools | Exhibit F-1-h |

G. Director of Business Affairs Report

Dave Puffer reported on the following District projects:

- Three major permanent improvement projects are slated for summer 2007:
 - Lee Burneson HVC – estimated cost \$350K
 - WHS Science Room – estimated cost \$140K
 - Holly Lane Roof – estimated cost \$70K
- The WHS gym floor will be re-stripped and surfaced.
- He commented current sign outside WHS is larger than the current zoning ordinance allows and therefore some modification may be necessary when considering a new sign.

H. Director of Curriculum & Instruction Report

Ray Conti reported on the following District initiatives:

- The staff is focusing on District word-study instructional materials and practices.

I. Board Items

1. Identify Date for 2007 Organizational Meeting

The Board decided the Organizational Meeting would be held on January 3, 2007 at 5:30 p.m.

*Meeting Open to Public (15 Minutes)

Tom LeChaix: He read a prepared statement regarding Dr. Costanza's tenure and recent announcement to retire.

Cathy Axcell: She read a prepared statement regarding Dr. Costanza's tenure and recent announcement to retire.

Susan Dodge: She congratulated Dr. Costanza on his retirement.

J. Adjournment

President D'Ettorre Wargo adjourned the meeting at 6:27 p.m.

President

Treasurer

*The public may address the Board during the periods of the meeting designated for public participation. Each person addressing the Board shall give his/her name and address. If several people wish to speak, each person is allotted three minutes until the total time allotted is used. During that period, no person may speak twice until all who desire to speak have had the opportunity to do so. The period of public participation may be extended by a vote of the majority of the Board present and voting.

EXHIBIT D-1-a
RES. #06-340

RESOLUTION TO ACCEPT FUNDS

RESOLVED THAT
the Westlake Board of Education accepts the following funds:

<u>State Funds</u>	<u>Amount</u>	<u>Fund</u>	<u>Special Cost Center</u>
Ohio K-12 Network Fiscal Year 2007	\$21,000.00	451	9551

Motion by Mr. O'Malley

Seconded by Mr. Beal

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

RESOLUTION TO ESTABLISH APPROPRIATIONS

RESOLVED THAT
the Westlake Board of Education establishes the following appropriations:

OHIO K-12 NETWORK FY07

Account	Amount
451-2900-400-9551	\$21,000.00
Purchased Services	

Motion by Ms. Rocco

Seconded by Mr. O'Malley

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

EXHIBIT D-1-c
RES. #06-342

RESOLUTION TO ADJUST FY07 APPROPRIATIONS (OCTOBER)

RESOLVED THAT
the Westlake Board of Education adjusts the following FY07 appropriations (October):

GENERAL FUND

Account	From	To	Difference
001-1100-500 Instruction-Supplies	\$356,843.33	\$361,953.85	\$5,110.52
001-1100-600 Instruction-Equipment	\$8,518.17	\$3,103.85	(\$5,414.32)
001-1200-500 Special Education-Supplies	\$10,499.65	\$10,419.09	(\$80.56)
001-1300-500 Vocational Instruction-Supplies	\$5,500.00	\$5,553.80	\$53.80
001-2100-400 Support Services-Purchased Services	\$568,953.02	\$571,531.63	\$2,578.61
001-2100-500 Support Services-Supplies	\$55,476.67	\$55,378.62	(\$98.05)
001-2200-400 Support Services-Purchased Services	\$111,664.00	\$109,264.00	(\$2,400.00)
001-2400-400 Admin-Purchased Services	\$280,014.00	\$280,264.00	\$250.00
001-2400-500 Admin-Supplies	\$32,825.00	\$32,358.00	(\$467.00)
001-2400-600 Business-Equipment	\$0.00	\$467.00	\$467.00
001-2800-500 Transportation-Supplies	\$454,000.00	\$453,810.11	(\$189.89)

EXHIBIT D-1-c
(Continued)

001-2800-600 Transportation-Equipment	<u>\$0.00</u>	<u>\$189.89</u>	<u>\$189.89</u>
Total	\$1,884,293.84	\$1,884,293.84	(\$0.00)

BOND RETIREMENT

Account	From	To	Difference
002-6100-410-9002 Legal Services	\$2,200.00	\$20,000.00	\$17,800.00
002-6100-830-9002 Refunding Issuance Costs	\$0.00	\$66,290.00	\$66,290.00
002-7900-900-9002 Payments to Refunded Bond Escrow Agent	<u>\$0.00</u>	<u>\$3,996,593.29</u>	<u>\$3,996,593.29</u>
Total	\$2,200.00	\$4,082,883.29	\$4,080,683.29

PROJECT LINK

Account	From	To	Difference
011-7400-900-9111 Project Link-Return of Advance	\$1,411.95	\$1,078.99	(\$332.96)
011-7500-900-9111 Project Link-Prior Year Expenditure	<u>\$288.05</u>	<u>\$621.01</u>	<u>\$332.96</u>
Total	\$1,700.00	\$1,700.00	\$0.00

Motion by _____ Ms. Rocco

Seconded by _____ Mr. Mays

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

EXHIBIT D-1-d
RES. #06-343

RESOLUTION TO ADJUST FY07 APPROPRIATIONS (NOVEMBER)

RESOLVED THAT
the Westlake Board of Education adjusts the following FY07 appropriations (November):

GENERAL FUND

Account	From	To	Difference
001-1100-500 Instruction-Supplies	\$361,953.85	\$361,424.02	(\$529.83)
001-1100-600 Instruction-Equipment	\$3,103.85	\$3,633.68	\$529.83
001-1200-500 Special Education-Supplies	\$10,419.09	\$10,598.19	\$179.10
001-2100-400 Support Services-Purchased Services	\$571,531.63	\$572,731.63	\$1,200.00
001-2100-500 Support Services-Supplies	\$55,378.62	\$55,199.52	(\$179.10)
001-2200-400 Support Services-Purchased Services	\$109,264.00	\$113,935.29	\$4,671.29
001-2300-800 Board of Education-Miscellaneous	\$6,564.65	\$6,874.65	\$310.00
001-2400-800 Support Services-Miscellaneous	\$47,869.32	\$47,497.32	(\$372.00)
001-2600-400 Business-Purchased Services	\$116,868.25	\$117,293.25	\$425.00
001-2600-500 Business-Supplies	\$3,880.00	\$3,455.00	(\$425.00)
001-2600-800 Business-Miscellaneous	\$1,697.35	\$1,759.35	\$62.00
001-2700-500 Maintenance-Supplies	\$219,032.00	\$218,803.00	(\$229.00)
001-2700-600 Maintenance-Equipment	\$468.00	\$697.00	\$229.00

EXHIBIT D-1-d
(Continued)

001-4500-400			
General Sports-Purchased Services	\$8,000.00	\$8,682.00	\$682.00
001-5300-400			
Architect/Engineering-Purchased Services	<u>\$7,562.31</u>	<u>\$1,009.02</u>	(\$ <u>6,553.29</u>)
Total	\$1,523,592.92	\$1,523,592.92	\$0.00

FOOD SERVICE

Account	From	To	Difference
006-3100-600-9600			
Food Service-Equipment	\$500.00	\$300.00	(\$200.00)
006-3100-700-9600			
Food Service-Replacement Equipment	<u>\$15,335.20</u>	<u>\$15,535.20</u>	<u>\$200.00</u>
Total	\$15,835.20	\$15,835.20	\$0.00

TREMAINE MEMORIAL FUND

Account	From	To	Difference
007-3200-500-9840			
Tremaine Memorial-Supplies	\$0.00	\$26.45	\$26.45
007-5200-500-9840			
Tremaine Memorial-Materials	<u>\$0.00</u>	(<u>\$26.45</u>)	(<u>\$26.45</u>)
Total	\$0.00	\$0.00	\$0.00

COMMUNITY EDUCATION

Account	From	To	Difference
011-3200-400-9110			
Community Education-Purchased Services	\$3.96	\$14.64	\$10.68
011-3200-500-9110			
Community Education-Supplies	<u>\$0.00</u>	<u>\$300.00</u>	<u>\$300.00</u>
Total	\$3.96	\$314.64	\$310.68

EXHIBIT D-1-d
(Continued)

PROJECT LINK

Account	From	To	Difference
011-3200-500-9111 Project Link-Supplies	\$28,000.00	\$27,078.99	(\$921.01)
011-3200-600-9111 Project Link-Equipment	\$1,200.00	\$914.09	(\$285.91)
011-7400-900-9111 Project Link-Return of Advance	\$1,078.99	\$2,000.00	\$921.01
011-7500-900-9111 Project Link-Prior Year Expenditure	<u>\$621.01</u>	<u>\$906.92</u>	<u>\$285.91</u>
Total	\$30,900.00	\$30,900.00	\$0.00

SUPPORT FUND

Account	From	To	Difference
018-4600-500-9763 Inservice Supplies - Parkside	\$102,689.40	\$101,413.61	(\$1,275.79)
018-4600-600-9763 Inservice Equipment - Parkside	\$2,610.60	\$3,886.39	\$1,275.79
018-4600-400-9764 Inservice Purchased Services - WHS	\$1,810.90	\$1,820.90	\$10.00
018-4600-500-9764 Inservice Supplies - WHS	\$8,189.10	\$8,179.10	(\$10.00)
018-4600-500-9775 Music Program Supplies - Parkside	\$1,227.05	\$1,189.43	(\$37.62)
018-4600-600-9775 Music Program Equipment - Parkside	<u>\$272.95</u>	<u>\$310.57</u>	<u>\$37.62</u>
Total	\$116,800.00	\$116,800.00	\$0.00

EXHIBIT D-1-d
(Continued)

WHS BASEBALL LIGHTING FUND

Account	From	To	Difference
019-5200-400-9921			
WHS BB Lighting-Purchased Services	\$0.00	\$548.00	\$548.00
019-5200-600-9921			
WHS BB Lighting-Equipment	\$0.00	\$119,668.00	\$119,668.00
Total	\$0.00	\$120,216.00	\$120,216.00

ST. PAUL 2006-2007

Account	From	To	Difference
401-3200-600-9707			
Equipment	<u>\$1,000.00</u>	<u>\$11,000.00</u>	<u>\$10,000.00</u>
Total	\$1,000.00	\$11,000.00	\$10,000.00

PART-B IDEA FY06

Account	From	To	Difference
516-1200-400-9606			
Special Instruction Purchased Services	\$7,789.84	\$19,179.50	\$11,389.66
516-1200-500-9606			
Special Instruction Supplies & Materials	\$31.76	\$0.00	(\$31.76)
516-2100-400-9606			
Support Services Purchased Services	\$760.00	\$0.00	(\$760.00)
516-2200-100-9606			
Support Services Salaries and Wages	\$134.61	\$0.00	(\$134.61)
516-2200-200-9606			
Support Services Benefits	\$4,829.65	\$4,791.36	(\$38.29)
516-2200-400-9606			
Support Services Purchased Services	\$5,700.00	(\$4,725.00)	(\$10,425.00)
516-3200-400-9606			
Non Public Purchased Services	\$0.00	\$49.11	\$49.11
516-3200-500-9606			
Non Public Supplies and Materials	<u>\$49.11</u>	<u>\$0.00</u>	<u>(\$49.11)</u>
Total	\$19,294.97	\$19,294.97	\$0.00

EXHIBIT D-1-d
(Continued)

PART-B IDEA FY07

Account	From	To	Difference
516-1200-400-9607			
Special Instruction Purchased Services	\$557,387.62	\$532,060.44	(\$25,327.18)
516-2100-400-9607			
Support Services Purchased Services	<u>\$75,359.84</u>	<u>\$100,687.02</u>	<u>\$25,327.18</u>
Total	\$632,747.46	\$632,747.46	(\$0.00)

EARLY CHILDHOOD SPECIAL EDUCATION FY06

Account	From	To	Difference
587-1200-500-9006			
Supplies and Materials	\$1,463.78	\$0.00	(\$1,463.78)
587-2100-100-9006			
Salaries and Wages	\$2,168.78	\$4,394.06	\$2,225.28
587-2100-200-9006			
Benefits	\$936.77	\$933.78	(\$2.99)
587-2100-600-9006			
Equipment	\$0.00	(\$483.51)	(\$483.51)
587-2200-400-9006			
Purchased Services	<u>\$275.00</u>	<u>\$0.00</u>	<u>(\$275.00)</u>
Total	\$4,844.33	\$4,844.33	\$0.00

EARLY CHILDHOOD SPECIAL EDUCATION FY07

Account	From	To	Difference
587-1200-500-9007			
Supplies and Materials	\$1,885.96	\$4,111.24	\$2,225.28
587-2100-100-9007			
Salaries and Wages	<u>\$14,349.60</u>	<u>\$12,124.32</u>	<u>(\$2,225.28)</u>
Total	\$16,235.56	\$16,235.56	\$0.00

EXHIBIT D-1-d
(Continued)

IMPROVING TEACHER QUALITY FY06

Account	From	To	Difference
590-1100-100-9006 Instruction Salaries and Wages	\$0.00	\$1,939.83	\$1,939.83
590-2200-100-9006 Support Services Salaries and Wages	\$809.50	\$0.00	(\$809.50)
590-2200-200-9006 Support Services Benefits	\$365.54	\$0.00	(\$365.54)
590-2200-500-9006 Support Services Supplies and Materials	<u>\$764.79</u>	<u>\$0.00</u>	<u>(\$764.79)</u>
Total	\$1,939.83	\$1,939.83	\$0.00

IMPROVING TEACHER QUALITY FY07

Account	From	To	Difference
590-1100-100-9007 Instruction Salaries and Wages	\$34,735.00	\$32,795.17	(\$1,939.83)
590-2200-400-9007 Support Services Purchased Services	<u>\$3,854.00</u>	<u>\$5,793.83</u>	<u>\$1,939.83</u>
Total	\$38,589.00	\$38,589.00	(\$0.00)

Motion by Ms. Rocco

Seconded by Mr. Mays

Roll Call Vote:

Mrs. D'Ettorre Wargo	<u>AYE</u>
Mr. Beal	<u>AYE</u>
Mr. Mays	<u>AYE</u>
Mr. O'Malley	<u>AYE</u>
Ms. Rocco	<u>AYE</u>

EXHIBIT D-1-e
RES. #06-344

RESOLUTION TO APPROVE REVISED STUDENT ACTIVITY
PURPOSE STATEMENT AND BUDGET

RESOLVED THAT
the Westlake Board of Education approves the following revised Student Activity Purpose Statement and Budget:

2006-07 PURPOSE STATEMENT AND BUDGET*

Fund	SCC	Description	Estimated Revenue	Estimated Expenses
200	9401	Chorus – Parkside	<u>\$1,900.00</u>	<u>\$2,025.00</u>
		Total 200 Fund	\$1,900.00	\$2,025.00

*Original copies of Purpose Statements and Budgets are on file in the CFO/Treasurer's Office.

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

RESOLUTION AUTHORIZING MEMBERSHIP INTO THE
SUBURBAN HEALTH CONSORTIUM EFFECTIVE JANUARY 1, 2007 AND
AUTHORIZING THE SUPERINTENDENT TO EXECUTE THE
SUBURBAN HEALTH CONSORTIUM NEW MEMBER AGREEMENT

RESOLVED THAT

the Westlake Board of Education authorizes membership into the Suburban Health Consortium effective January 1, 2007 and authorizes the Superintendent to execute the following New Member Agreement:

NEW MEMBER AGREEMENT

This New Member Agreement (this "Agreement") is entered into as of the date of last execution below by and between Suburban Health Consortium ("SHC") Westlake City Schools (the "District").

RECITALS

WHEREAS, the District desires to become a Consortium Member in accordance with SHC's Amended and Restated Consortium Agreement, as amended, and as hereafter may be amended at any time or from time to time (the "Consortium Agreement") and upon the terms and conditions set forth in this Agreement; and

WHEREAS, SHC desires to admit the District as a Consortium Member in accordance with the Consortium Agreement and upon the terms and conditions set forth in this Agreement; and

WHEREAS, in connection with its admission to SHC, the District must contribute \$523,159.75 to SHC to fund the District's proportionate share of the cash surplus currently maintained by SHC; and

WHEREAS, the District and SHC agree that the District shall make the foregoing contribution upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions set forth hereinafter, SHC and the District agree as follows:

1. The District shall contribute to SHC the amount of Five Hundred Twenty Three Thousand, One Hundred Fifty Nine Dollars and Seventy Five Cents (\$523,159.75), payable, without interest, in sixty (60) consecutive equal monthly installments, with each monthly installment being due on or before the first day of such month, commencing on January 1, 2007.

2. If the District withdraws from SHC for any reason (other than compliance with any Ohio law that may become effective after the date of this Agreement that requires the District to join a state-mandated health plan) within three (3) years after the effective date of the District's membership in SHC, all unpaid monthly installments as provided in paragraph 1 above shall be immediately due and payable in full to SHC, without notice. If the District withdraws from SHC in order to join a state-mandated health plan in compliance with any Ohio law that may become effective after the date of this Agreement, and if SHC then maintains a cash surplus, SHC shall return to the District a portion of the total amount contributed by the District as of the date of withdrawal, subject to the sole discretion of SHC's Board of Directors as to the amount and payments terms of such portion.
3. The District's membership in SHC shall be subject at all times to all governing documents of SHC, including but not limited to the Consortium Agreement and all actions of the governing bodies of SHC.
4. Unless otherwise provided in this Agreement, capitalized terms shall have the same meanings as set forth in the Consortium Agreement.
5. All notices and other communications required or permitted pursuant to this Agreement shall be in writing, addressed or forwarded to the party at the address or facsimile number set forth at the end of this Agreement, or to such other address or number as either party may designate from time to time. All notices and other communications shall be mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by hand or transmitted by facsimile. All notices shall be effective on the date of receipt.
6. This Agreement may be amended, superseded, or canceled, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.
7. Neither party hereto shall assign its rights under this Agreement without the prior written consent of the other party.
8. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Ohio, without giving effect to its conflict of laws provisions.
9. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
10. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which shall constitute one and the same Agreement.
11. The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given any effect of exclusion or limitation in this Agreement.

December 18, 2006
06-656

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

SUBURBAN HEALTH CONSORTIUM

WESTLAKE CITY SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: Superintendent

Date: _____

Date: December 19, 2006

Address for Notices:

Address for Notices:

27200 Hilliard Blvd.

Westlake, Ohio 44145

Facsimile: _____

Facsimile: (440) 899-6644

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

EXHIBIT D-1-g
RES. #06-346

RESOLUTION AUTHORIZING THE SUPERINTENDENT
TO EXECUTE THE SUBURBAN HEALTH CONSORTIUM AMENDED
AND RESTATED CONSORTIUM AGREEMENT

RESOLVED THAT

the Westlake Board of Education authorize the Superintendent to execute the Suburban Health Consortium Amended and Restated Consortium Agreement as follows.

SUBURBAN HEALTH CONSORTIUM

AMENDED AND RESTATED CONSORTIUM AGREEMENT

WHEREAS, the school districts set forth on the signature pages hereof desire to join together to maximize benefits and/or reduce costs of health, dental, life and/or other group insurance coverages for their employees and the eligible dependents and designated beneficiaries of such employees, and propose to have certain other eligible school districts join them for the same purposes; and

WHEREAS, the school districts set forth on the signature pages hereof desire to join together for the aforesaid purposes upon the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth hereinafter, the Consortium Members (hereinafter defined) agree as follows:

Section 1. Definitions. As used in this Agreement, the following words shall have the following meanings:

- a. "Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented, in accordance with Section 13 hereof.
- b. "Board of Directors" shall mean the governing body established pursuant to Section 8 hereof having those powers and duties enumerated in this Agreement.
- c. "Consortium" shall mean Suburban Health Consortium.
- d. "Consortium Costs" shall mean the cost of all health, dental, life and/or other insurance benefits provided by or through the Consortium and all administrative costs of the Consortium approved by the Board of Directors.

e. "Consortium Fund" shall mean the Suburban Health Consortium Fund, maintained by the Fiscal Agent as a separate custodial fund pursuant to the Uniform School Accounting System and Section 5 hereof, into which it shall place any and all monies received from the Consortium Members or any other source for payment of the Consortium Costs.

f. "Consortium Member" shall mean any school district whose superintendent has, pursuant to a resolution adopted by its board of education, caused this Agreement to be executed in its name or, with respect to any additional school district included in the Consortium pursuant to Section 11 hereof, whose board of education has caused this Agreement to be executed in its name in accordance with Section 11, and has not withdrawn from the Consortium pursuant to the provisions of Section 10 hereof.

g. "Employee" shall mean an employee of each Employer designated as eligible to participate by such Employer in the benefit program(s) in which such Employer is enrolled and on whose behalf all required premiums and other payments are made.

h. "Employer" shall mean a Consortium Member.

i. "Fiscal Agent" shall mean the Board of Education of the Lakewood City School District, or the successor thereto appointed pursuant to the provisions of Section 12 hereof.

j. "Plan Administrator" shall mean an organization retained by the Consortium to provide such claims processing and/or administrative services in connection with the benefit programs being offered by or through the Consortium as agreed to by the Directors.

k. "Policy" shall mean a group insurance contract or reinsurance agreement purchased to provide part or all of any benefit, together with any rider, endorsement or amendment made a part of such contract or reinsurance agreement.

l. "State" shall mean the State of Ohio.

m. "Uniform School Accounting System" shall mean the budgetary, financial and accounting/reporting standards promulgated by the Auditor of State of the State of Ohio for use by boards of education in the State, as the same may be amended, modified or supplemented.

Section 2. Name. The name of the group composed of all the Consortium Members shall be the Suburban Health Consortium.

Section 3. Purpose. The purpose of the Consortium is to establish and maintain a fund to which the Consortium Members will contribute, to be used to provide and/or purchase health, dental, life and/or other insurance benefits for Employees and their eligible dependents and designated beneficiaries.

Section 4. Benefits.

a. Selection by Directors. The Directors shall determine, in their discretion, the insurance benefits to be provided by or through the Consortium, which benefits may vary among the Consortium Members for any type of benefit program. Any of such benefits may be provided,

in whole or in part, through one or more Policies. The Directors shall determine, in their discretion, which insurance carriers and Policies to utilize to provide benefits pursuant to this Agreement. The Directors shall agree with each insurance carrier on all of the provisions to be contained in each Policy and the requirements for coverage thereunder. The Directors may take any action with respect to each benefit program or Policy or the insurance coverage provided thereunder permitted by the insurance carrier, if applicable, or applicable law. The Directors shall authorize the Fiscal Agent to enter into, on behalf of the Consortium, such agreements with insurance carrier(s) and others as the Directors deem necessary or advisable with respect to benefits provided or to be provided pursuant to this Agreement.

b. Enrollment by Employer. Each Employer shall decide which benefit program(s) offered by or through the Consortium shall be extended to its Employees. Notwithstanding the foregoing, and except as otherwise may be agreed by at least two-thirds of the Directors, upon joining the Consortium each Employer shall be required to enroll in a health benefit program offered by or through the Consortium, subject to the approval of the Board of Directors in accordance with this Section. Unless otherwise agreed by at least two-thirds of the Directors, each Employer will be permitted to enroll, in accordance with this Section, in any health, dental, life or other benefit program that provides the same benefits as those being provided by such Employer to its Employees immediately prior to becoming a Consortium Member. An Employer shall be enrolled in a benefit program upon completion of the following:

1. Written application by the Employer;
2. Acceptance by at least two-thirds of the Directors; and
3. Payment of all required premiums and other amounts. Enrollment shall be effective on the date or dates specified by the Directors and shall continue subject to Sections 10, 12 and 15 of this Agreement. Each Employer shall appropriate all required payments and remit them to the Fiscal Agent on a monthly basis, or as otherwise required in accordance with any benefit program in which such Employer is enrolled.

If any Employer ceases to participate in a benefit program in which it has enrolled, such Employer shall not be entitled to be reinstated in such program for a period of two years.

c. Contributions by Employees. To the extent and in the manner permitted by any applicable agreements, policies, rules, regulations and laws, each Employer may require contributions from its Employees toward the cost of any benefit program being offered by such Employer, and such contributions shall be included in the payments from such Employer to the Fiscal Agent for such benefit program.

d. Employer Duties. Each Employer enrolled in a benefit program shall be responsible for the following:

1. To furnish to the Plan Administrator a list of all Employees and their dependents who are eligible for benefits and such other information as may be required by the Plan Administrator. Such information shall be supplied as of the effective date of such Employer's enrollment. Thereafter, such Employer shall notify the Plan Administrator on a monthly basis, or as otherwise required by the Plan Administrator, of all changes in

eligibility, whether by reason of termination, change of classification or otherwise. The format of such information shall be agreed to by the Directors and the Plan Administrator. The Plan Administrator shall be entitled to rely on the most recent information received from an Employer in determining eligibility.

2. To collect all contributions, if any, made by such Employer's Employees and to remit all Employer contributions (including contributions collected from Employees) required under the terms of this Agreement and any benefit program in which such Employer is enrolled to the Fiscal Agent on a monthly basis, or as otherwise required in accordance with any benefit program in which such Employer is enrolled. All general administrative costs incurred by the Consortium that are not covered by premium payments shall be shared equally among the Consortium Members as approved by the Directors, and shall be paid by each Consortium Member upon receipt of notice from the Fiscal Agent that such payment is due.

3. To enroll all Employees in any benefit program, cooperate with the Plan Administrator with regard to proper settlement of claims and transmit any inquiries pertaining to any benefit program to the Plan Administrator.

4. To provide, directly or through the Consortium, to such Employer's Employees all materials and documents, including without limitation enrollment cards, summaries for Employees, reports, applications and notice forms, as may be necessary or appropriate pursuant to the benefit program(s) in which such Employer is enrolled, this Agreement, and other applicable agreements, rules, regulations and laws.

Section 5. Consortium Fund.

a. Nature. The Consortium Fund shall consist of all payments made to the Fiscal Agent in accordance with this Agreement, policy dividends or rate refunds (whether received by the Consortium or left with insurance carriers to accumulate with interest), investments made by the Fiscal Agent and income therefrom, and any other money or property which shall come into the hands of the Consortium in connection with the administration of benefit programs and the Consortium.

The Fiscal Agent shall be the custodian of the Consortium Fund. The Fiscal Agent shall make such investments as it may determine in its discretion, provided that such investments shall be in conformity with investment policies and guidelines established by the Directors and this Agreement. In exercising such investment discretion, the Fiscal Agent shall be cognizant of the purposes of the Consortium Fund and shall act with care, skill, prudence and diligence of a prudent person acting in a similar capacity with similar aims. Investments selected by the Fiscal Agent shall be limited to investments permitted under Chapter 135 of the Ohio Revised Code for the public monies of school districts.

b. Use. The Fiscal Agent may use the Consortium Fund for purposes such as but not limited to the following:

1. To pay all expenses which the Directors consider necessary in establishing the Consortium and the Consortium Fund and in administering the Consortium and the benefit

programs being offered by or through the Consortium, including but not limited to payments to agents, administrators, consultants, attorneys, investment advisors, accountants and insurance carriers.

2. To pay premiums on the Policies issued to the Consortium.
3. To make investments in accordance with this Agreement.
4. To make refunds to Employers.
5. To provide and/or purchase health insurance, life insurance, dental insurance and/or other insurance benefits to Employees and their eligible dependents and designated beneficiaries, and to set aside funds for such purposes.

Section 6. Administration of the Consortium. The Consortium shall employ the Plan Administrator(s) to provide such claims processing and/or administrative services in connection with the benefit programs being offered by or through the Consortium as agreed to by the Directors. The Directors may adopt such rules and regulations for the administration of the Consortium as they deem necessary or appropriate, including without limitation any requirements for eligibility of school districts to participate in the Consortium, and may require the Consortium Members to furnish such information to the Consortium, the Fiscal Agent and/or the Plan Administrator as they deem necessary or appropriate.

Section 7. No Claims Against the Consortium. No Employer, Employee or person claiming benefits by or through an Employee shall have any claim against the Consortium or any property of the Consortium. The rights and interests of Employees and persons claiming by or through Employees shall be limited to the receipt of benefits offered by or through the Consortium in accordance with this Agreement. The Consortium shall purchase or otherwise provide for the benefit of itself, the Directors and/or the Fiscal Agent such liability insurance with such limits of coverage as approved by the Board of Directors. The aggregate claims liability of the Consortium shall not exceed one hundred twenty percent (120%) of expected claims.

Section 8. Board of Directors. The Board of Directors shall be the governing body of the Consortium.

a. Membership. The board of education of each Consortium Member (including the Fiscal Agent) shall appoint its Superintendent or such Superintendent's designee to be its representative on the Board of Directors. All members of the Board of Directors shall serve without compensation.

b. Officers. The officers of the Board of Directors shall consist of a Chairman, Vice-Chairman and Recording Secretary, who shall be elected at the annual meeting of the Board of Directors. At each annual meeting, the Board of Directors shall, by majority vote of all members, elect from its membership a Chairman, Vice-Chairman, and Recording Secretary, each to serve until the next annual meeting at which officers of the Board of Directors are to be elected pursuant hereto. The Treasurer of the Fiscal Agent, who shall be a non-voting ex-officio member of the Board of Directors unless such Treasurer is otherwise a Director, shall serve as the Treasurer of the Board of Directors and the Consortium. The Chairman (and in the Chairman's

absence the Vice-Chairman) shall preside at meetings of the Board of Directors. The Recording Secretary shall keep a record of the proceedings of the Board of Directors, including a journal of all minutes of all meetings of the Board of Directors. The Recording Secretary shall also be the officer responsible for keeping and certifying all official documents, resolutions and actions of the Board of Directors and shall, within thirty days after any meeting, distribute a copy of the minutes of that meeting to each member of the Board of Directors. If for any reason the offices of the Chairman and Vice-Chairman are vacant, the Superintendent of the Fiscal Agent or his designee shall preside as temporary Chairman until a Chairman is elected. If for any reason the office of Recording Secretary is vacant, the Chairman shall designate a member of the Board of Directors to serve as temporary Recording Secretary until a Recording Secretary is elected.

c. Treasurer. The Treasurer of the Fiscal Agent shall be the Treasurer of the Consortium. The Treasurer shall receive and disburse all funds, prepare all necessary fiscal reports for the Board of Directors and the Consortium, and undertake all other financial transactions necessary to the work of the Consortium in accordance with this Agreement and as otherwise authorized by the Board of Directors.

d. Resolutions. A majority of all members of the Board of Directors shall constitute a quorum to transact business. Each member of the Board of Directors (including the Chairman, Vice-Chairman and Recording Secretary) shall have one vote. All official actions of the Board of Directors shall be by resolution entered on its records. Except as otherwise provided in this Agreement, the affirmative vote of at least a majority of all of the members of the Board of Directors shall be required for the enactment of every resolution. All resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Ohio Revised Code to be made by the Fiscal Agent.

e. Meetings. The Board of Directors shall meet at least once each year on such date(s) as fixed by the Board and at such other times as may be requested by the Chairman or as may be requested, in writing to the Recording Secretary, by any three or more members of the Board of Directors or by the Fiscal Agent. Written notice of each meeting shall be served by the Recording Secretary upon each member of the Board of Directors not less than 24 hours preceding the time for meeting, and shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each member and any member shall be deemed conclusively to have waived such notice with respect to a meeting by his attendance at that meeting. Pursuant to Ohio Revised Code Section 121.22(F), the Board of Directors shall, by rule, establish a reasonable method whereby any person may determine the time, place and purpose of its meetings. All meetings of the Board of Directors shall be open to the public, subject to the exception of Ohio Revised Code Section 121.22(G) for executive sessions. The Board of Directors may, but need not, adopt other rules.

f. Powers and Duties of Board of Directors.

1. All of the authority of the Consortium shall be exercised by or under the direction of the Board of Directors.

2. The Board of Directors shall select and approve all benefit programs to be offered by or through the Consortium and all Policies and other contracts to be accepted or

entered into by the Consortium. The Board of Directors shall set or determine all premiums and other amounts to be paid by the Consortium Members, and the Board of Directors also shall have the authority to waive premiums and other payments.

3. The Board of Directors may appoint one or more advisory committees to assist the Board of Directors in considering any matter relating to the Consortium and its benefit programs hereunder. The members of an Advisory Committee shall be appointed by and shall serve at the pleasure of the Board of Directors, who shall also establish the terms of such members, the initial meeting thereof, the frequency of such meetings and such other administrative matters as the Board of Directors deems necessary. Each Advisory Committee shall perform the duties directed by the Board of Directors and each Advisory Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

4. At any meeting, the Board of Directors may consider recommendations or proposals concerning any matter relating to the Consortium and its benefit programs hereunder.

5. The Directors shall not be liable for any action taken or omitted in good faith or for any action taken or omitted by any individual, firm, corporation or other organization selected with reasonable care.

g. Executive Committee

1. There shall be an Executive Committee of the Board of Directors. The Executive Committee shall consist of three members of the Board of Directors: the Chairman and two other members. Two members of the Board of Directors (other than the Chairman) shall be eligible to serve on the Executive Committee, on a rotating basis, in accordance with the alphabetical order of the names of the Consortium Members (excluding the Consortium Member represented by the person serving as the Chairman), beginning with the name that is first in order. Each member of the Executive Committee (other than the Chairman) shall serve a term of two years, except that the initial term of the member representing the Consortium Member whose name is first in order shall be one year so that terms will be staggered between the rotating members.

2. Meetings of the Executive Committee shall be called by the Chairman, who must give notice of each meeting to all other members of the Executive Committee. Meetings of the Executive Committee may be held in person or by telephone. A majority of the Executive Committee members shall constitute a quorum for the authorization or taking of any action, and the affirmative vote of a majority of the Executive Committee members present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action by the Executive Committee. Any action that may be authorized or taken at a meeting of the Executive Committee may be authorized or taken without a meeting with the affirmative approval in writing of all members of the Executive Committee.

3. The Executive Committee shall have the full powers of the Board of Directors to manage and conduct the affairs of the Consortium between meetings of the Board of

Directors. Notwithstanding the foregoing, the Executive Committee's powers shall be limited to such actions as the Executive Committee deems necessary in order for the actions to be timely, and the Executive Committee is expressly prohibited from authorizing or taking any of the following actions:

- Amendment of this Agreement
- Termination of the Consortium
- Admission of New Members to the Consortium
- Selection or Approval of Benefit Programs to be offered by the Consortium
- Approval of any Insurance Contract or Other Contract to be entered into by the Consortium
- Setting or Waiving Premiums or Other Amounts to be paid by Consortium Members
- Removal or Appointment of the Fiscal Agent

4. The Executive Committee is specifically authorized and directed to review and decide all appeals and challenges by Employees, their eligible dependents and designated beneficiaries of adverse determinations by the Plan Administrator of care or coverage under benefit programs offered by the Consortium. The Executive Committee shall have the discretion to determine eligibility for care, coverage or benefits and to interpret the terms of benefit programs offered by the Consortium. Each Consortium Member must refer all such appeals and challenges presented to it to the Executive Committee for review and decision.

5. The Executive Committee shall report all of its actions to the Board of Directors at the Board's next meeting. The Board of Directors may ratify any action authorized or taken by the Executive Committee, or, by at least a two-thirds vote of the Directors present at a meeting at which a quorum is present, may rescind and overrule such action.

Section 9. Fiscal Agent. The Fiscal Agent shall be the board of education responsible for administering the financial transactions of the Consortium. The Fiscal Agent shall also carry out the responsibilities set forth in Section 5 of this Agreement, enter into contracts on behalf of the Consortium as authorized by the Directors and carry out such other responsibilities as approved by the Directors and agreed to by the Fiscal Agent. The Fiscal Agent shall be reimbursed for such costs incurred by it in carrying out its responsibilities under this Agreement as may be approved by the Board of Directors.

The Treasurer of the Fiscal Agent shall maintain the Consortium Fund as a custodial fund and separate and apart from all other funds of the Fiscal Agent. The Consortium Fund shall be subject to the laws of the State concerning the investment and management of public funds, particularly Chapter 135 of the Ohio Revised Code, and shall be the responsibility of the Fiscal Agent. Subject to the foregoing, the Fiscal Agent shall not be liable for any losses incurred by the Consortium Fund through the investment of funds. The Treasurer of the Fiscal Agent shall obtain and keep in force, at the Consortium's expense, a fiduciary bond in an amount determined by the Board of Directors with a surety company approved by the Board, or, in lieu of a separate fiduciary bond, the Board may direct the Treasurer, with the Fiscal Agent's consent, to continue and keep in force any existing fiduciary bond of the Treasurer. In either case, the Fiscal Agent

and the Consortium shall be named as co-obligees in such fiduciary bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

To the fullest extent permitted by law, except as otherwise expressly provided in this Agreement, the Consortium Members (jointly but not severally) and the Consortium shall hold the Fiscal Agent harmless from any liabilities, obligations, claims, damages, penalties, causes of action, costs or expenses, including reasonable fees and expenses of counsel, incurred by the Fiscal Agent or claimed against the Fiscal Agent relating to the activities of the Consortium. All damages, penalties, costs, expenses and amounts, including attorneys' fees and costs and expenses, to be paid by the Consortium and/or the Consortium Members in settlement or satisfaction of any such liabilities, obligations, claims or causes of action shall be shared equally by all Consortium Members. The Consortium Members and the Consortium release the Fiscal Agent from any liability for, and agree that the Fiscal Agent shall not be liable for, the actions or inactions of the Board of Directors, the Consortium Members or the Consortium. The Fiscal Agent shall not be liable for any action taken or omitted in good faith or for any action taken or omitted by any individual, firm, corporation or other organization selected with reasonable care.

Section 10. Withdrawal of a Consortium Member. Any Consortium Member, except the Fiscal Agent, wishing to withdraw from participation in the Consortium or any benefit program shall notify the Fiscal Agent at least one hundred eighty (180) days prior to the effective date of the withdrawal. Any decision to withdraw from the Consortium must be made by duly adopted resolution of the board of education of the Consortium Member. Failure by any Consortium Member, including the Fiscal Agent, to appropriate and remit when due all premium payments for the benefit program(s) in which such Consortium Member is enrolled and all other payments required by this Agreement shall be deemed a withdrawal by such Consortium Member pursuant to this Section from such benefit program(s), and if such Consortium Member is no longer participating in any benefit program, from the Consortium.

Upon withdrawal by notice of any Consortium Member, including the Fiscal Agent pursuant to Section 12 hereof, the Consortium shall pay the run out of all claims for such Consortium Member provided such Consortium Member has paid to the Consortium, by remitting to the Fiscal Agent, or successor thereto, prior to the effective date of withdrawal a withdrawal fee in an amount equal to two (2) months' premiums at such Consortium Member's then current rates. Upon automatic withdrawal for non-payment by any Consortium Member, including the Fiscal Agent, the Consortium shall pay the run out of all claims for such Consortium Member provided the Consortium has received from such Consortium Member all outstanding and unpaid premiums and other amounts and a withdrawal fee in an amount equal to two (2) months' premiums at such Consortium Member's then current rates. The insurance coverage of such Consortium Member's Employees and their eligible dependents and designated beneficiaries shall cease pursuant to the terms of the benefit program(s) or Policy or Policies applicable to such Consortium Member. Payment of the withdrawal fee does not extend insurance coverage for two (2) months. The effective date of any Consortium Member's withdrawal from any benefit program shall be the date that coverage of such Consortium Member's Employees and their eligible dependents and designated beneficiaries ceases to be effective under the terms of the applicable benefit program(s) or Policy or Policies.

Any Consortium Member which withdraws from the Consortium pursuant to this Section shall have no claim to the Consortium's assets. Upon withdrawal under this Section, the

withdrawing member may not become a Consortium Member again or be reinstated in a benefit program for a period of two (2) years and until it has fully complied with the procedures contained in Section 11 or Subsection 4.b. hereof, as the case may be.

Section 11. Inclusion of Additional Consortium Members. The board of education of any school district organized under the laws of the State may apply to the Board of Directors for inclusion of such school district in the Consortium. Such application shall be submitted in writing, accompanied by a duly adopted resolution of such board of education requesting inclusion of the applicant district in the Consortium and designating the date on which the board of education of the applicant district wishes its membership to be effective. At any annual meeting of the Board of Directors or at a meeting of the Board of Directors called pursuant to Subsection 8.e. hereof, the Board shall act by duly adopted resolution. The applicant district shall be included in the Consortium and deemed a Consortium Member hereunder if such inclusion is approved by the affirmative vote of at least two-thirds of the members of the Board of Directors, the applicant district executes this Agreement, the applicant district appropriates and remits to the Fiscal Agent any required initial premiums, and the applicant district satisfies any other requirements approved by the Board of Directors. In addition to any required initial premiums, the applicant district must contribute to the Consortium, by appropriating and remitting on a monthly basis for a period of twelve (12) months to the Fiscal Agent, such sum per eligible employee of such applicant district as fixed by the Board of Directors at any time or from time to time. The foregoing contributions shall become part of the Consortium Fund.

Section 12. Resignation of Fiscal Agent; Successor Fiscal Agent. The Fiscal Agent may resign as the Fiscal Agent of the Consortium and/or withdraw from the Consortium or any benefit program at any time by giving written notice of the date of such resignation and/or withdrawal to each Consortium Member and to the Chairman of the Board of Directors at least one hundred eighty (180) days prior to the date of resignation and/or withdrawal. The Fiscal Agent may be removed as the Fiscal Agent of the Consortium at any time by the Board of Directors by a majority vote. Upon any resignation or removal of the Fiscal Agent, the Board of Directors, by a majority vote, shall appoint a successor Fiscal Agent from among the Consortium Members. The costs resulting from a change of Fiscal Agent, including but not limited to any bonding fees, shall be deemed costs of the Consortium. In the event that the Fiscal Agent serves notice of its resignation or withdrawal or is removed and no successor thereto is appointed by the Board of Directors prior to the effective date of such resignation or withdrawal or at the time of removal, then this Agreement and the Consortium shall be automatically terminated as of the effective date of the Fiscal Agent's resignation, withdrawal or removal.

Section 13. Amendments. This Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment or supplement by the boards of education of at least two-thirds of the Consortium Members, and such amendment, modification or supplement shall thereupon become binding upon all Consortium Members. Notwithstanding the foregoing, this Agreement may be amended by the Board of Directors, by the affirmative vote of at least two-thirds of the members thereof, without the approval of the Consortium Members if such amendment is solely for the purpose of clarification and does not change the substance hereof. This Agreement may be further amended by the Board of Directors, by the affirmative vote of at least two-thirds of the members thereof, without the approval of the Consortium Members if such amendment is, in the opinion of counsel for the Consortium, necessary or appropriate to satisfy requirements of the Ohio Revised Code or any federal laws or regulations.

Section 14. Assignability. No interest of a Consortium Member herein shall be assigned unless such assignment is authorized by law and consented to by the boards of education of all Consortium Members.

Section 15. Term of the Agreement. It is the express intention of the Consortium Members that this Agreement and the Consortium shall continue for an indefinite term, but may be terminated as herein provided.

In the event the Fiscal Agent resigns, withdraws or is removed and no successor thereto has been appointed by the Board of Directors, this Agreement and the Consortium shall terminate in accordance with Section 12 hereof. In the event that two-thirds of the boards of education of the Consortium Members, by duly adopted resolutions, determine that this Agreement and the Consortium shall be terminated, then this Agreement and the Consortium shall terminate upon the date agreed upon by such boards of education, as provided in those resolutions. The board of education of each Consortium Member shall promptly forward a certified copy of such resolution to the Chairman of the Board of Directors.

Upon termination of this Agreement and the Consortium, the Fiscal Agent shall pay all obligations of the Consortium and charge them to the Consortium Fund. The Fiscal Agent shall next apply any remaining balance of the Consortium Fund to provide benefits, whether through insurance or otherwise, for Employees and their eligible dependents and designated beneficiaries, in such manner as the Directors determine will best carry out the purposes for which the Consortium was formed, including but not limited to distribution to the Consortium Members.

No Consortium Member shall be required, by or under this Agreement, by amendment or otherwise, to pay any sum upon termination hereof, unless it shall have expressly agreed thereto.

Section 16. Effectiveness and Counterparts of this Agreement. This Agreement shall be effective as of October 1, 2001 upon execution by the Superintendent of each Consortium Member, as authorized pursuant to the resolution adopted by the board of education of such Consortium Member. This Agreement may be signed in separate counterparts on behalf of any one, or more than one, of the Consortium Members, without necessity for any one counterpart to be signed on behalf of all Consortium Members, and said separately signed counterparts shall be filed with the Fiscal Agent and shall together constitute one Agreement.

Section 17. Notices. Any notice to a Consortium Member required to be in writing shall be deemed given if left at the office of the Superintendent of such Consortium Member or deposited in the United States mail, postage prepaid, by first class mail addressed to such Superintendent.

Section 18. Governing Law. This Agreement and the Consortium shall be governed by and construed in accordance with the laws of the State, and it is the intention of the Consortium Members that this Agreement and the Consortium shall comply with such laws as authorize a cooperative arrangement of the type provided for under this Agreement.

December 18, 2006
06-668

IN WITNESS WHEREOF, the undersigned Board of Education has caused this Agreement to be signed on its behalf by its duly authorized Superintendent pursuant to a duly adopted authorizing resolution, on the date indicated below his or her signature.

BOARD OF EDUCATION OF THE
WESTLAKE CITY SCHOOL DISTRICT

By: _____
Superintendent

Date: December 19, 2006

Motion by Mr. O'Malley

Seconded by Mr. Beal

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

a

RES. #06-347

RESOLUTION TO ACCEPT GIFTS AND CONTRIBUTIONS
(ORC 3313.36)

RESOLVED THAT

the Westlake Board of Education accepts with gratitude the following donations and in so doing hereby acknowledges the positive and supportive activities of those listed:

Royal Color Inc.
dba Ohio School Pictures
Mr. Douglas Barr, Owner
1213 W. Bagley Road
Berea, OH 44017

Donated \$500.00 to the Art Gallery at Westlake High School to be used to expand the WHS Gallery (permanent collection) and to achieve the goals of the National Honor Society.

Timothy and Karen Freeman
27004 Brahms Drive
Westlake, OH 44145

Donated a nine-foot, pre-lit Christmas tree (new) to the Main Office at Westlake High School to be the centerpiece of the mitten/donation tree during the holiday season.

Hilliard Elementary P.T.A.
Ms. Barb Detwiler, President
24365 Hilliard Blvd.
Westlake, OH 44145

Donated \$30.00 to Lee Burneson Middle School to support activities related to Builders Club.

Dr. Tim Gannon
26905 Morgan Run
Westlake, OH 44145

Donated the following equipment to the Choral Department at Westlake High School to record student's voices and the instruction of same: keyboard, pop-screen, HP 17" monitor, Roland VS 2400 DAW, cables, Focusrite Voicemaker, KRK series 8 monitors (2), AKG condenser mike, tabletop rack, Monster power center, Shure condensor mike, Shure Beta 58A, DAW surgebar, Roland KC 100 amplifier, mic desk boom, mic tripod stand.

Hilliard Lakes Golf Course
Mr. Ron Zaleski
31666 Hilliard Blvd.
Westlake, OH 44145

Donated \$2,587.00 to the Athletic Department at Westlake High School for course use for practice and matches for the girls golf team.

St. Bernadette Church Athletic Assoc.
Mr. Keith Larsen
25556 Clague Road
Westlake, OH 44145

Donated \$2,000.00 to Westlake City Schools for track repairs at the high school.

EXHIBIT F-1-a
(Continued)

The Plain Dealer
Attn: Ms. Virginia Wang
1801 Superior Avenue
Cleveland, OH 44114

Donated two photo dryers, one easel, one enlarger, one light table (all unknown working condition) to the Photography classes at Westlake High School to supplement classroom equipment and hands-on learning of film development.

Gale's Garden Center
Ms. Barbara Walters, Sales Manager
24373 Center Ridge Road
Westlake, OH 44145

Donated 20 bushes, 10 lbs of topsoil, 40 bags of mulch and 10 lbs of grass seed to WHBS-TV at Westlake High School to dress up the front of the TV studio.

Schill Architecture, Inc.
Mr. and Mrs. Steve Schill
1650-E Crossings Parkway
Westlake, OH 44145

Donated \$200.00 to the TechMates Club at Westlake High School to purchase supplies and materials in the advanced technical drawing/design classes.

Anonymous

Donated \$200.00 to Lee Burneson Middle School to provide Judy McMasters with funds to use as she sees fit to enhance her Enrichment Program.

Deans Greenhouse
3984 Porter Road
Westlake, OH 44145

Donated \$90.00 worth of poinsettias to the Performing Arts Center to enhance the beauty of the stage and performing areas.

Spero-Smith Investment Advisors, Inc.
Mr. Bob Smith
3601 Green Road, Suite 102
Beachwood, OH 44122

Donated \$650.00 to WHBS-TV at Westlake High School. \$500.00 will be used for scholarships for graduating seniors, and \$150.00 will be used to purchase new digital videotapes for Studio A.

Mr. John Shumway
24382 Hilliard Blvd.
Westlake, OH 44145

Donated \$300.00 to Leadership Challenge at Westlake High School to help fund the Fall 2007 kick-off retreat.

Motion by Mr. Mays

Seconded by Mr. Beal

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

EXHIBIT F-1-b-1
RES. #06-348

RESOLUTION TO APPROVE FMLA, EMPLOYMENT AND SUBSTITUTES
FOR CERTIFICATED STAFF MEMBERS

RESOLVED THAT

the Westlake Board of Education approves FMLA, employment, and substitutes for certificated staff members as follows:

Parental Leave / FMLA

Jennifer Williams	Effective:	11/27/06 for 12 weeks
Heather Zepp	Effective:	Immediately through end of 2006-2007 school year

Employment

Dave Newman, James Sanfilippo	Effective:	2006-07 school year
Saturday School Suspension Supervision	Rate:	\$80 per session

Certified Substitutes:

Melissa Bechtel	Sarah Vogel	Katie Baltas	Kelly Brown
Gregory Donnellan	Carol Fox	Stacey Gepperth	Kari Nelson
Janae Newland	Katherine Teckman		

Long-Term Substitute:

Maura MacDonald	Effective:	11/29/06
Parkside Intervention Specialist	Rate:	Daily Rate

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo	<u>AYE</u>
Mr. Beal	<u>AYE</u>
Mr. Mays	<u>AYE</u>
Mr. O'Malley	<u>AYE</u>
Ms. Rocco	<u>AYE</u>

RESOLUTION TO APPROVE CERTIFICATED HOME INSTRUCTION

RESOLVED THAT
the Westlake Board of Education approves home instruction as follows:

Rita Shields to provide 5 hours of home instruction for a student eligible under Section 504 Rehabilitation Act effective September 1, 2006.

Jeff Huber to provide home instruction to a student suspected of having a disability under IDEIA, 5 hours per week effective December 4, 2006.

Katie Baltas to provide home instruction for an IDEIA eligible student, 5 hours per week effective November 14, 2006.

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

EXHIBIT F-1-b-3
RES. #06-350

RESOLUTION TO APPROVE STIPENDS FOR MEMBERS OF
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

RESOLVED THAT

the Westlake Board of Education approves stipends for members of the Local Professional Development Committee for the 2006-2007 school year.

Secondary Level (Middle/High School)

Jennifer Williams
Chris Broomfield
Tim Clark

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

RESOLUTION TO APPROVE PROFESSIONAL STUDY LEAVE OF ABSENCE
FOR CERTIFICATED STAFF MEMBER

RESOLVED THAT

the Westlake Board of Education approves the Professional Study Leave of Absence for James Tinter, Holly Lane and Parkside Intermediate Music Teacher, for the 2007-2008 school year in accordance with Article 22, Part B of the Westlake Teachers Association Agreement.

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

EXHIBIT F-1-b-5
RES. #06-352

RESOLUTION TO APPROVE EMPLOYMENT OF ADULT
BASIC LITERACY EDUCATION PERSONNEL

RESOLVED THAT

the Westlake Board of Education approves the employment of the Adult Basic Literacy Education Personnel (A.B.L.E. Program). Contracts to be paid out of A.B.L.E. Project Number 045062-AB-S1-2006C, A.B.L.E. Project Number 045062-AB-S1-2007 and A.B.L.E. English Literacy and Civics Education Project Number 045062-AB-S2-2007.

<u>Name</u>	<u>Position</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Not To Exceed</u>
Susan Pocos	A.B.L.E. Teacher	300	\$15.00	\$ 4,500.00

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

RESOLUTION TO APPROVE FMLA AND
SUBSTITUTES FOR CLASSIFIED STAFF MEMBERS

RESOLVED THAT

the Westlake Board of Education approves FMLA and substitutes for classified staff members for the 2006-2007 school year as follows:

FMLA: Shirley Wolfe Effective: 11/06/06

<u>Substitutes:</u>	Nicole Grillo	Clerical, Secretary, Teacher Asst., Student Attendant, Library Asst., Receptionist, Kitchen Helper
	Jeanne Long	Teacher Asst., Student Attendant, Library Asst., Kitchen Helper, Spec. Ed. Asst.
	Denice Johnson	Clerical, Kitchen Helper, Custodial, Maintenance
	Michael Bernosky	Custodial

Motion by _____ Mr. O'Malley _____

Seconded by _____ Ms. Rocco _____

Roll Call Vote:

Mrs. D'Ettorre Wargo	<u>AYE</u>
Mr. Beal	<u>AYE</u>
Mr. Mays	<u>AYE</u>
Mr. O'Malley	<u>AYE</u>
Ms. Rocco	<u>AYE</u>

EXHIBIT F-1-b-7
RES. #06-354

RESOLUTION TO APPROVE EMPLOYMENT AND CHANGE OF HOURS
FOR BUS DRIVERS & AIDES

RESOLVED THAT

the Westlake Board of Education approves employment and changes in hours for the following bus drivers and bus aides:

EMPLOYMENT

Chuck Anost	Rate:	Step 7, 4.5 Hours Per Day
Bus Driver	Effective:	11/13/06

CHANGE IN HOURS

<u>Name</u>	<u>Step</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Kenneth Rafferty	5	4.50 Hours	2.00 Hours	11/06/06
Mary Scavelli	15	6.00 Hours	7.50 Hours	11/06/06

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo	<u>AYE</u>
Mr. Beal	<u>AYE</u>
Mr. Mays	<u>AYE</u>
Mr. O'Malley	<u>AYE</u>
Ms. Rocco	<u>AYE</u>

RESOLUTION TO APPROVE STAFF RESIGNATION
FOR THE PURPOSE OF RETIREMENT

RESOLVED THAT

the Westlake Board of Education approves the following staff resignation for the purpose of retirement:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Dolores Chesar	WHS Cashier	12/01/06
Evelyn Kutchko	Dover Head Cook	01/01/07
Greta Hoyer	WHS Kitchen Helper	01/01/07

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo	<u>AYE</u>
Mr. Beal	<u>AYE</u>
Mr. Mays	<u>AYE</u>
Mr. O'Malley	<u>AYE</u>
Ms. Rocco	<u>AYE</u>

EXHIBIT F-1-b-9
RES. #06-356

RESOLUTION TO APPROVE SUPPLEMENTAL RESIGNATIONS AND CONTRACTS
(In-District and Out-of-District)

RESOLVED THAT

the Westlake Board of Education approves the following supplemental resignations and contracts (in-district and out-of-district) for the 2006-2007 school year.

<u>Name</u>	<u>Position</u>	<u>In District</u>	<u>Step</u>
<u>Resignation</u>			
Cara Santora	Assistant Girls Track Coach	Y	
Stephanie Golas-Xenos	WHS Academic Challenge Assistant	Y	
<u>Appointment</u>			
Sara Neville	WHS Academic Challenge Assistant	Y	0
Matt Stricker	WHS Freshman Baseball Coach	N	0
Timothy English	Assistant Boys Track Coach	Y	18
Jeff Huber	Freshman Softball Coach	Y	0
Louie Iacoboni	Freshman Wrestling Coach (50%)	N	0
Edward Failor	Freshman Wrestling Coach (50%)	N	0
Ben Hodge	LBMS Team Leader – Sea Team	Y	
Todd Milkie	LBMS Team Leader – Earth Team	Y	
Sue Laposky	LBMS Team Leader – Sky Team	Y	
Nancy Laing-Driver	LBMS Team Leader – White Team	Y	
Chuck Dubil	LBMS Team Leader – Red Team	Y	
Sally Fetko	LBMS Team Leader – Blue Team	Y	
Sally Falatach	LBMS Team Leader – Exploratory	Y	
Brooke Martin	LBMS Team Leader – Special Education	Y	

NOTE: Supplemental contract positions are advertised as required by State Standard OAC-3301-27-01 et. seq. The individuals recommended above were determined to be the most qualified applicants.

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

RESOLUTION TO APPROVE PROJECT LINK RESIGNATION,
EMPLOYMENT AND STEP INCREASE

RESOLVED THAT

the Westlake Board of Education approves the resignation, employment and salary step increase for the following Project Link staff members for the 2006-2007 school year:

Project Link Resignation

Jaclyn Marquitz
Site Coordinator

Effective: 12/21/06

Project Link Employment

Colleen O'Patry
Site Coordinator

Rate: Step 8
Effective: 12/04/06

Project Link Step Increase

Cora Miner

Rate: From Step 7 to Step 8
Effective: 01/02/07

Motion by Mr. O'Malley

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

EXHIBIT F-1-c
RES. #06-358

RESOLUTION TO APPROVE INCREASE IN SUBSTITUTE
PAY RATES FOR SUPPORT STAFF

RESOLVED THAT

the Westlake Board of Education approves the following increases in substitute pay rates for support staff effective January 1, 2007:

Supervision and Teacher Assistants	From \$6.75 to \$6.85/Hour
Lunchroom	From \$6.25 to \$6.85/Hour

Motion by Mr. Mays

Seconded by Mr. Beal

Roll Call Vote:

Mrs. D'Ettorre Wargo	<u>AYE</u>
Mr. Beal	<u>AYE</u>
Mr. Mays	<u>AYE</u>
Mr. O'Malley	<u>AYE</u>
Ms. Rocco	<u>AYE</u>

RESOLUTION TO APPROVE
LUNCH BENEFITS VERIFICATION

RESOLVED THAT

the Westlake City School District approves the verification by focused sampling of Free and Reduced Lunch Benefits for the Westlake City Schools as required by the Child Nutritional Service Division of the Ohio Department of Education. The District had 143 applications on file as of October 01, 2006 and was required to verify 9 applications. The verification process was initiated October 05, 2006 and ended November 08, 2006. The verification process resulted in no applicants losing benefits.

Motion by Ms. Rocco

Seconded by Mr. O'Malley

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

EXHIBIT F-1-e
RES. #06-360

RESOLUTION TO APPROVE SUNDAY BUILDING USE

RESOLVED THAT

the Westlake Board of Education approves Sunday building use as follows:

Sovereign Grace Church of Cleveland	Parkside Intermediate School
	Cafeteria/Commons 8:00 AM – 1:30 PM
	Five Classrooms 11:00 AM – 12:30 PM
	Sundays, 01/07/07 – 12/30/07

Motion by Ms. Rocco

Seconded by Mr. O'Malley

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

RESOLUTION TO APPROVE REVISED INTERDISTRICT SERVICE AREA CONTRACT

RESOLVED THAT

the Westlake Board of Education approves the revised Educational Service Center of Cuyahoga County Interdistrict Service Area Contract for the 2006-2007 school year.

Motion by Ms. Rocco

Seconded by Mr. O'Malley

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

EXHIBIT F-1-g
RES. #06-362

RESOLUTION TO APPROVE THE WESTLAKE HIGH SCHOOL
PROGRAM OF STUDIES FOR 2007-2008

RESOLVED THAT
the Westlake Board of Education approves the Westlake High School Program of Studies for the
2007-2008 school year.

Also include: IDEA Rights and Section 504 Rights

Motion by Mr. Beal

Seconded by Ms. Rocco

Roll Call Vote:

Mrs. D'Ettorre Wargo AYE

Mr. Beal AYE

Mr. Mays AYE

Mr. O'Malley AYE

Ms. Rocco AYE

RESOLUTION TO ACCEPT RESIGNATION OF SUPERINTENDENT OF SCHOOLS

RESOLVED THAT

The Westlake Board of Education accept the resignation for the purpose of retirement of superintendent of schools James Costanza effective July 31, 2007.

Board Discussion:

President D'Ettorre Wargo read a prepared statement regarding Jim Costanza's tenure and thanked him for his service to the District.

Motion by _____ Ms. Rocco

Seconded by _____ Mr. Mays

Roll Call Vote:

Mrs. D'Ettorre Wargo _____ AYE

Mr. Beal _____ AYE

Mr. Mays _____ AYE

Mr. O'Malley _____ AYE

Ms. Rocco _____ AYE