

AGENDA

**Revere Local School District
Revere Board Meetings
Regular October BOE Meeting
Tuesday, October 20, 2020, 5:30 pm - 8:30 pm
Revere High School Media Center**

I. CALL TO ORDER

II. ROLL CALL

Hayden Hajdu
Claudia Hower
Mike Kahoe
Keith Malick
Diana Sabitsch

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS

none at this time

V. PUBLIC SPEAKS TO AGENDA ITEMS

VI. BUILDING PRINCIPALS' REPORTS

VII. TREASURER'S AGENDA - Mr. Rick Berdine

a. Approval of the Minutes, **Attachment T-1**

The Treasurer recommends approval of the minutes from the Organizational Meeting held September 8, 2020, the Regular Meeting held September 15, 2020 and the Special Meeting held September 21, 2020.

b. Approval of the Financial Report, **Attachment T-2**

The Treasurer recommends approval of the Financial Report for the month of September.

c. Donations, **Attachment T-3**

The Treasurer recommends the approval, with appreciation, of the donations listed.

d. New Funds, **Attachment T-4**

The Treasurer recommends approval of the new funds as detailed.

e. Asset Deletions, **Attachment T-5**

The Treasurer recommends that the assets as listed in the attached schedule be disposed of in keeping with Board Policy.

f. BOARD MEMBERS' REPORTS

Finance and Audit
Facilities and Grounds Committee
Legislative Report
Cuyahoga Valley Career Center

VIII. SUPERINTENDENT'S AGENDA - Matthew L. Montgomery, Ph.D.

1. Certificated/Licensed Personnel

a. Resignations for Retirement

Rena Baker / Grade 3 BES / Effective end of the 2020-2021 school year
Kathy Staats / Grade 3 BES / Effective end of the 2020-2021 school year
Eugene D. Sawan, Jr. / Science RHS / Effective end of the 2020-2021 school year

b. Salary Increase - Additional Education

It is recommended that the Board of Education approve a salary increase for the following based upon additional education:

Katie Pflueger (Rizzo) / BES & RMS Music / BA+15, Step 9, \$65,351.00

c. Mentors and Mentees - 2020/2021

It is recommended that the Board of Education approve the following pairings with compensation per the current REA Master Agreement:

Resident Educator Program (RE)*

Cindy Beshara with Sarah Coon

Debbie Schwertner with Angela Redman

Jeff Fry with Eric Browne

Sandy Kahoe with Angela Andreatta

Piper Short with Emily Sokolowski & Rebecca Rhodes

* compensation as 3% of the base for the first mentee and 2% of the base for each additional mentee

New to District Mentoring Program (MP)**

Stephanie Duttry with Alexandra Krakowiak

Piper Short with Kelsey Bennett

Allison McIntyre with Ryan Warner

Rebecca Ray with Robert Richardson

**compensation as 2% of the base for the first mentee and 1% of the base for each additional mentee

d. Athletic Supplemental Contracts - 2020/2021 School Year (certificated)

It is recommended that the Board of Education approve the following with compensation per the REA Master Agreement:

Girls Basketball

John Rorabaugh, 7th Grade Coach

Boys Basketball

Dean Rahas, Varsity Head Coach

Wrestling

Dan Mosher, Varsity Head Coach

e. Academic Supplemental Contract Corrections - 2020/2021 School Year

It is recommended that the Board of Education approve the following corrections per provisions of the current REA Master Agreement:

RHS Academic Challenge Advisors: Jeff Fry and Nic Kos at 100%

RHS Senior Class Advisor: Jenna Repp at 100% due to Rebecca Ray resigning from her 50%

2. **Classified Personnel**

a. Substitutes

It is recommended that the Board of Education approve the following as substitutes:

Holly Flowers / Substitute Aide/ Effective on or after September 8, 2020

Elizabeth Baker / Substitute Aide / Effective on or after September 30, 2020
Barb Choma / Substitute Cashier / Effective on or after October 13, 2020

b. New Hire

It is recommended that the Board of Education approve the following new hire:

Sherry Gorez / Part-time Vending/Cashier RHS / 4 hours per day / Step 0 for \$15.87 per hour / Effective 9/21/20

c. Resignations

It is recommended that the Board of Education approve the following resignations:

Carrie Shuster / 5 Hour Aide at BES / Effective October 2, 2020

Elizabeth Baker / FT Playground Aide at RES / Effective September 30, 2020

d. Contracted New Hires

It is recommended that the Board of Education approve the following:

Wendy Barnes as a contracted driver, effective 9/17/20 at Step 3 (\$22.21/hour), for 4.5 hours/day Monday - Friday.

Robert Pallotta as a contracted driver, effective 9/22/20 at Step 0 (\$20.21/hour), for 4.5 hours/day Monday - Friday.

Don Cruse as a contracted driver, effective 9/21/20 at Step 0 (\$20.21/hour), for 4.5 hours/day Monday - Friday.

e. Change of Position

It is recommended that the Board of Education accept the resignation of Patricia Hrach as RHS Cashier and Bus Driver, effective 9/2/20, contingent upon approving her as the Head Cook at RMS.

It is further recommended that the Board of Education approve Patricia Hrach as the RMS Head Cook for 6.5 hours per day at the hourly rate of \$19.76, Step 9, effective 9/2/20.

It is recommended that the Board of Education accept the resignation of Jen Juengel as RMS Cook, effective 10/1/20, contingent upon approving her as BES Cook.

It is further recommended that the Board of Education approve Jen Juengel as BES Cook for 5.75 hours per day at the hourly rate of \$14.75, Step 2, effective 10/1/20.

It is recommended that the Board of Education accept the resignation of Denise Weil as RHS Cook, effective 10/1/20, contingent upon approving her as RHS Cashier.

It is further recommended that the Board of Education approve Denise Weil as RHS Cashier for 2.5 hours per day at the hourly rate of \$16.90, Step 2, effective 10/1/2020.

f. Salary Correction

It is recommended that the Board of Education approve the following salary correction per the REA Master Agreement:

Megan Thurman / Lunch Aide / 5 hours per day / Step 0 for \$13.75 per hour / Effective 9/10/20, paid through June 2021 with no expectation of continued employment beyond the current school year.

g. Athletic Supplemental Contracts 2020/2021 School Year - Classified

It is recommended that the Board of Education approve the following with compensation per the REA Master Agreement:

Girls Basketball

Dan Brown, Head Coach

Casey Nance, Varsity Assistant Coach

Juliana Pavicic, Volunteer Coach

Nolan Turpin, JV & 8th Grade Coach

Boys Basketball

Mike Rinn, Varsity Assistant Coach
KJ Creamer, JV Coach
Quinton Carrington, 9th Grade Coach
Hugh McMahon, 7th Grade Coach
Sean Leyden, 8th Grade Coach

Wrestling

Nicholas Kelly 50% Varsity Assistant Coach
Stephen Suglio 50% Varsity Assistant Coach
Matt Peterson, Volunteer Coach
Zack Lehman, Volunteer Coach
Hugh Hutton, Volunteer Coach
Doug Fee, Volunteer Coach
Luke Stretar, Volunteer Coach
Ted Lockmiller, 8th Grade Coach

Swimming

Jen Geiger, Varsity Head Coach
Jim Conner, Assistant Coach

Student Game Workers

Carter McKinnon
Sophia Koutrodimos

Game Workers

Lori Head
Alyssa Kochilla

3. **Student Services**

- a. ESC of Northeast Ohio, Inter-district Service Area Contract

It is recommended that the board approve the contract as detailed in **Attachment 1**.

- b. Cleveland Hearing & Speech Center, Audiology Services Contract

It is recommended that the board approve the contract as detailed in **Attachment 2**.

4. **Other Business**

- a. K-12 Prevention and Wellness Grant

It is recommended that the board approve the agreement through the County of Summit Alcohol, Drug Addiction & Mental Health Services Board as detailed **Attachment 3**

- b. Public School Re-Opening Grant Resolution

It is recommended that the board approve the resolution as detailed in **Attachment 4**

- c. COVID-19 Public School District Re-Opening Grant Agreement, CARES Act Public School Allocations

It is recommended that the board approve the agreement as detailed in **Attachment 5**

- d. Apex Learning Digital Curriculum Solutions Agreement

It is recommended that the board approve the agreement as detailed in **Attachment 6**

IX. **REPORTS FROM THE CENTRAL OFFICE TEAM**

X. **INFORMATIONAL ITEMS**

November Work Session: November 10, 2020 in the Revere High School Media Center at 5:30 p.m.

November Regular Meeting: November 17, 2020 in the Revere High School Media Center at 5:30 p.m.

XI. **CONCERNS OF THE PUBLIC AND COMMUNITY ANNOUNCEMENTS**

XII. **EXECUTIVE SESSION**

Personnel: To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of public employees.

XIII. **ADJOURNMENT**

NEW DOCUMENT

MINUTES**Attachment T-1**

**Revere Local School District
Revere Board Meetings
September Work Session
Tuesday, September 8, 2020, 5:30 pm - 8:30 pm
Revere High School Auditorium**

I. CALL TO ORDER

Mrs. Sabitsch called the meeting to order at 5:30 PM

II. ROLL CALL

Hayden Hajdu
Claudia Hower
Mike Kahoe
Keith Malick
Diana Sabitsch

III. TREASURER'S AGENDA - Mr. Richard Berdine-No Action**IV. SUPERINTENDENT'S AGENDA - Matthew L. Montgomery, Ph.D.-No Action****V. REVIEW of the Agenda for the September 15, 2020 Regular Meeting****VI. EXECUTIVE SESSION****Res. 21-103454**

Moved into Executive Session at 6:45 PM to discuss the following:

Personnel: To consider the appointment, employment, dismissal discipline, promotion, demotion or compensation of public employees.

Move: Michael Kahoe Second: Keith Malick Status: Passed

VII. The President called the Board of Education out of Executive Session at 7:15 PM**VIII. ADJOURNMENT****Res. 21-103455**

Moved by Mr. Kahoe, seconded by Mr. Malick to adjourn the meeting at 7:15 PM

Approved By:

Treasurer

Date

MINUTES

**Revere Local School District
Revere Board Meetings
Regular September BOE Meeting
Tuesday, September 15, 2020, 5:30 pm - 8:30 pm
Revere High School Auditorium**

I. CALL TO ORDER

Mr. Sabitsch called the meeting to order at 5:33 PM

II. ROLL CALL

Hayden Hajdu
Claudia Hower
Mike Kahoe-Absent
Keith Malick
Diana Sabitsch

III. PLEDGE OF ALLEGIANCE

IV. **Mr. Kahoe arrived at 5:38 PM** PRESENTATIONS

V. PUBLIC SPEAKS TO AGENDA ITEMS

VI. BUILDING PRINCIPALS' REPORTS

VII. BOARD OF EDUCATION'S AGENDA-No Action

VIII. TREASURER'S AGENDA - Mr. Rick Berdine

Res. 21-103456 consensus items a-e

a. Approval of the Minutes, Attachment T-1

The Treasurer recommends approval of the minutes from the Organizational Meeting held August 11, 2020 and the Regular Meeting held August 18, 2020.

b. Approval of the Financial Report, Attachment T-2

The Treasurer recommends approval of the Financial Report for the month of August.

c. Donations, Attachment T-3

The Treasurer recommends the approval, with appreciation, of the donations listed.

d. New Funds, Attachment T-4

The Treasurer recommends approval of the new funds as detailed.

e. Transfers and Advances

The Treasurer recommends that the Board of Education approve the following:

Transfer: \$75,000.00 from 003-0000 (Permanent Improvement) to 003-9001 (PI-Turf/Track Replacement) - Annual transfer for future turf/track replacement

Res. 21-103456 consensus items a-e

Move: Keith Malick Second: Michael Kahoe Status: Passed

f. Election of Delegate and Alternate to OSBA Fall 2020

The Board of Education appointed **Hayden Hajdu** as Delegate and **Mike Kahoe** as Alternate to OSBA Annual Business Conference.

g. BOARD MEMBERS' REPORTS

Finance and Audit Committee
Facilities and Grounds Committee
Legislative Report
Cuyahoga Valley Career Center

IX. SUPERINTENDENT'S AGENDA - Matthew L. Montgomery, Ph.D.

1. Certificated/Licensed Personnel

a. Salary Increases - Additional Education

Res. 21-103457

It is recommended that the Board of Education approve a salary increase for the following based upon additional education:

Stephanie Mason / RHS Math / MA+30, Step 27 / \$99,597.00
Joshua Schaefer / RHS Science / MA+30, Step 8 / \$75,203.00
Anita Coen / BES Gifted / MA+30, Step 22 / \$94,176.00
Stephanie Thonen / BES Grade 4 / MA+30, Step 18 / \$91,466.00
Emily Pruchnicki / RES Guidance / MA+15, Step 6 / \$67,890.00
Theresa Whyte / RHS Technology / MA+15, Step 12 / \$84,152.00

Mrs. Sabitsch-abstained

Move: Keith Malick Second: Michael Kahoe Status: Passed

b. Leave of Absence (LOA)

Res. 21-103458 consensus items 1.b-c, 2.a-f, 3.a-b

It is recommended that the Board of Education approve the LOA for the following per provisions of the current REA Master Agreement:

Abby Knafel - Effective on our about November 6, 2020 with a return to work on our about February, 2021.

c. Academic and Performance Supplemental Contracts - 2020/2021 School Year

It is recommended that the Board of Education approve the following with compensation per the REA Master Agreement:

RES Computer Coordinator
Joyce Pushpak

2. Classified Personnel

a. Resignation

It is recommended that the Board of Education approve the following resignations:
Vekela Hayes-Hubbard, Cook at Bath Elementary, effective August 25, 2020.

b. Resignation for Retirement

It is recommended that the Board of Education approve the following resignations for retirement:

Andrew Holland / Bus Driver / Effective: August 20, 2020

c. Leave of Absence (LOA)

It is recommended that the Board of Education approve the LOA for the following per provisions of the current OAPSE Negotiated Agreement:

Jason Mitter - Effective September 1, 2020 with a return to work on our about March 1, 2021.

d. New Hires

It is recommended that the Board of Education approve the following new hires:

Elizabeth Doran / Cook at RMS / 2.5 hours per day / Step 0 for \$13.86 per hour / Effective 9/3/2020

Megan Thurman / Lunch Aide / 5 hours per day / Step 0 for \$12.61 per hour / Effective 9/10/2020

e. Three-hour Aide 2020-2021 School Year

It is recommended that the Board of Education approve the following with compensation per the REA Master Agreement for the 2020-2021 school year with no expectation of continued employment beyond the current school year:

Tammy Fay / RES / \$13.26/hour

f. Athletic Supplemental Contracts - 2020/2021 School Year (classified)

It is recommended that the Board of Education approve the following with compensation per the REA Master Agreement:

Gameworkers

Eric Head

Stephen Suglio

3. Student Services

a. Harbor Education Services, LLC: 2020/2021

It is recommended that the Board of Education approve the agreement as detailed in **Attachment 1**.

b. Wings of Change General Services Agreement: 8/24/20 - 12/18/20

It is recommended that the Board of Education approve the agreement as detailed in **Attachment 2**.

Res. 21-103458 consensus items 1.b-c, 2.a-f, 3.a-b

Move: Keith Malick Second: Claudia Hower Status: Passed

4. Other Business

a. Ohio Online Learning-MOU, **Addendum**

Res. 21-103459

It is recommended that the board approve the Memorandum of Understanding through the Virtual Learning Academy as detailed in Attachment 3.

Move: Michael Kahoe Second: Claudia Hower Status: Passed

X. REPORTS FROM THE CENTRAL OFFICE TEAM

Director of Student Services

Director of Curriculum and Instruction

Director of Technology

XI. INFORMATIONAL ITEMS

October Work Session: October 13, 2020 in the Revere High School Auditorium at 5:30 p.m.

October Regular Meeting: October 20, 2020 in the Revere High School Auditorium at 5:30 p.m.

XII. CONCERNS OF THE PUBLIC AND COMMUNITY ANNOUNCEMENTS

XIII. EXECUTIVE SESSION**Res. 21-103460**

Moved into Executive Session at 6:58 PM to discuss the following:

Personnel: To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of public employees.

Move: Michael Kahoe Second: Claudia Hower Status: Passed

XIV. The President called the Board of Education out of Executive Session at 8:00 PM

XV. ADJOURNMENT**Res. 21-103461**

Moved by Mr. Kahoe, seconded by Mrs. Hower to adjourn the meeting at 8:01 PM

Approved By:

Treasurer

Date

MINUTES

Revere Local School District
Revere Board Meetings
Special Meeting of the BOE - Vision of a Minuteman Design Team
Monday, September 21, 2020, 9:00 am - 11:30 am
Revere High School Cafeteria

I. CALL TO ORDER

Mrs. Sabitsch called the meeting to order at 9:00 AM

II. ROLL CALL

1. Hayden Hajdu-Absent
2. Claudia Hower
3. Mike Kahoe
4. Keith Malick
5. Diana Sabitsch

III. Vision of a Minuteman - Design Team

No Action

IV. ADJOURNMENT

Res. 21-103462

Moved by Mr. Malick, seconded by Mr. Kahoe to adjourn the meeting at 11:00 AM

Approved By:

Treasurer

Date

NEW DOCUMENT

SEPTEMBER 30, 2020

Financial Report



Revere Local School District

**Richard Berdine
Treasurer**

Revere Local School District

Forecast Comparison - General Operating Fund - September 2020



	September 2020 FCST Estimate	September 2020 Actuals	September 2019 Actuals	Variance- September 2020 Actuals to Estimate	Explanation of Variance
Revenue:					
1.010 - General Property Tax (Real Estate)	\$ 1,488,147	\$ 2,484,885	\$ 1,808,956	\$ 996,738	timing of tax advances/settlement from Summit County Fiscal Office
1.020 - Public Utility Personal Property Tax	\$ 817,528	\$ 798,389	\$ 752,729	\$ (19,139)	tax settlement less than estimated in May forecast
1.035 - Unrestricted Grants-in-Aid	\$ 182,444	\$ 150,452	\$ 191,880	\$ (31,992)	repayment of FY20 foundation payment reduction by State due to covid-19 pandemic
1.040 - Restricted Grants-in-Aid	\$ 230	\$ -	\$ 228	\$ (230)	
1.050 - Property Tax Allocation	\$ -	\$ -	\$ -	\$ -	
1.060 - All Other Operating Revenues	\$ 100,472	\$ 153,558	\$ 329,245	\$ 53,086	timing of receipt of preschool and all day K tuition due to school opening concerns related to covid-19, timing of investment maturities
1.070 - Total Revenue	\$ 2,588,821	\$ 3,587,284	\$ 3,083,038	\$ 998,463	
Other Financing Sources:					
2.050 - Advances In	\$ -	\$ 250,000	\$ -	\$ 250,000	advances approved by Board at July regular meeting processed in September financial business
2.060 - All Other Financing Sources	\$ -	\$ -	\$ -	\$ -	
2.080 Total Revenue and Other Financing Sources	\$ 2,588,821	\$ 3,837,284	\$ 3,083,038	\$ 1,248,463	
Expenditures:					
3.010 - Personnel Services	\$ 1,609,821	\$ 1,596,585	\$ 1,651,982	\$ 13,236	timing of FY21 expenditures vs estimates based on historical monthly percentages, reduced salaries for new hires vs retirees and unfilled positions, timing of supplemental contract payments compared to prior fiscal years
3.020 - Employees' Retirement/Insur. Benefits	\$ 564,370	\$ 674,717	\$ 714,958	\$ (110,347)	timing of STRS deductions from State foundation payments compared to prior fiscal years
3.030 - Purchased Services	\$ 565,000	\$ 286,247	\$ 520,969	\$ 278,753	timing of FY21 expenditures vs estimates based on historical monthly percentages
3.040 - Supplies and Materials	\$ 140,000	\$ 157,181	\$ 139,052	\$ (17,181)	timing of FY21 expenditures vs estimates based on historical monthly percentages
3.050 - Capital Outlay	\$ 28,547	\$ 49,423	\$ 28,547	\$ (20,876)	timing of FY21 expenditures vs estimates based on historical monthly percentages
3.060 - Intergovernmental	\$ -	\$ -	\$ -	\$ -	
4.300 - Other Objects	\$ 240,724	\$ 205,924	\$ 227,415	\$ 34,800	timing of FY21 expenditures vs estimates based on historical monthly percentages
4.500 - Total Expenditures	\$ 3,148,462	\$ 2,970,076	\$ 3,282,923	\$ 178,386	
Other Financing Uses:					
5.010 - Operating Transfers-Out	\$ -	\$ -	\$ -	\$ -	
5.020 - Advances Out	\$ -	\$ -	\$ -	\$ -	
5.030 - All Other Financing Uses	\$ -	\$ -	\$ 4,215	\$ -	
5.050 - Total Expenditures and Other Financing Uses	\$ 3,148,462	\$ 2,970,076	\$ 3,287,138	\$ 178,386	
Surplus/(Deficit) for Month	\$ (559,641)	\$ 867,209	\$ (204,100)	\$ 1,426,850	
rb100520					

Revere Local School District

Forecast Comparison - General Operating Fund - September 2020



	Current FYTD FCST Estimate	Current FYTD Actuals	Prior FYTD Actuals	Variance- Current FYTD Actuals to Estimate	Explanation of Variance
Revenue:					
1.010 - General Property Tax (Real Estate)	\$ 13,678,373	\$ 13,677,387	\$ 11,713,500	\$ (986)	
1.020 - Public Utility Personal Property Tax	\$ 817,528	\$ 798,389	\$ -	\$ (19,139)	tax settlement less than estimated in May forecast
1.035 - Unrestricted Grants-in-Aid	\$ 593,017	\$ 431,152	\$ 460,646	\$ (161,865)	repayment of FY20 foundation payment reduction by State due to covid-19 pandemic, reduction of \$37K from casino profits due to covid-19 casino closures and reduced customer
1.040 - Restricted Grants-in-Aid	\$ 690	\$ 2,740	\$ 461	\$ 2,050	
1.050 - Property Tax Allocation	\$ -	\$ -	\$ -	\$ -	
1.060 - All Other Operating Revenues	\$ 515,467	\$ 302,390	\$ 402,593	\$ (213,077)	timing of receipt of preschool and all day K tuition due to school opening concerns related to covid-19, timing of investment maturities, significantly reduced investment rates
1.070 - Total Revenue	\$ 15,605,075	\$ 15,212,058	\$ 12,577,200	\$ (393,017)	
Other Financing Sources:					
2.050 - Advances In	\$ 247,607	\$ 362,000	\$ 250,178	\$ 114,393	additional advance made to food services fund in FY20 returned in FY21
2.060 - All Other Financing Sources	\$ -	\$ -	\$ -	\$ -	
2.080 Total Revenue and Other Financing Sources	\$ 15,852,682	\$ 15,574,058	\$ 12,827,378	\$ (278,624)	
Expenditures:					
3.010 - Personnel Services	\$ 5,908,250	\$ 5,658,047	\$ 3,904,324	\$ 250,203	timing of FY21 expenditures vs estimates based on historical monthly percentages, payoffs to increased number of retirees in June thus July and August payrolls reduced
3.020 - Employees' Retirement/Insur. Benefits	\$ 2,039,284	\$ 2,053,511	\$ 1,213,790	\$ (14,227)	reduced fringes associated with salary reduction
3.030 - Purchased Services	\$ 1,585,000	\$ 1,383,633	\$ 929,623	\$ 201,367	timing of FY21 expenditures vs estimates based on historical monthly percentages
3.040 - Supplies and Materials	\$ 500,000	\$ 310,104	\$ 357,910	\$ 189,896	timing of FY21 expenditures vs estimates based on historical monthly percentages
3.050 - Capital Outlay	\$ 52,501	\$ 154,123	\$ 20,470	\$ (101,622)	purchase of additional ipads for kindergarten 1:1 instruction, purchase of floor scrubbers for new high school, budgets transferred to capital outlay from purchased services and supplies accounts
3.060 - Intergovernmental	\$ -	\$ -	\$ -	\$ -	
4.300 - Other Objects	\$ 273,398	\$ 243,866	\$ 32,674	\$ 29,532	timing of FY21 expenditures vs estimates based on historical monthly percentages
4.500 - Total Expenditures	\$ 10,358,433	\$ 9,803,284	\$ 6,458,791	\$ 555,149	
Other Financing Uses:					
5.010 - Operating Transfers-Out	\$ 225,000	\$ 264,804	\$ 113,775	\$ (39,804)	transfer to food services for FY20 operating deficit higher than forecast amount due to covid-19 remote learning, transfer to athletics less than forecast amount
5.020 - Advances Out	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	
5.030 - All Other Financing Uses	\$ -	\$ -	\$ -	\$ -	
5.050 - Total Expenditures and Other Financing Uses	\$ 10,833,433	\$ 10,318,088	\$ 6,822,566	\$ 515,345	
Surplus/(Deficit) FYTD	\$ 5,019,249	\$ 5,255,970	\$ 6,004,812	\$ 236,721	
rb100520					

Revere Local School District



Revenue Analysis Report - General Operating Fund Only - FY21

2020 - 2021	Local Revenue				State Revenue			Non-Operating*	Total Revenue
	Taxes		Interest	All Other Operating	Unrestricted Grants-in-Aid	Property Tax Allocation	Restricted Grants-in-Aid		
	Real Estate	Personal Property							
July	7,233,892	-	12,164	5,458	123,183	-	228	-	7,374,925
August	3,958,610	-	72,073	59,137	157,517	-	2,512	112,000	4,361,848
September	2,484,885	798,389	14,418	139,140	150,452	-	-	250,000	3,837,284
October		-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-
Totals	\$13,677,386	\$798,389	\$98,656	\$203,734	\$431,152	\$0	\$2,740	\$362,000	\$15,574,058
% of Total	87.82%	5.13%	0.63%	1.31%	2.77%	0.00%	0.02%	2.32%	
*Non-Operating Revenue includes advances in, and refund of prior year expenditures.									rb100520

Revere Local School District



Expenditure Analysis Report - General Operating Fund - FY21

2020-2021	Salaries	Benefits	Services	Supplies	Equipment	Other- Dues/Fees	Intergov. Debt	Non- Operating*	Total Expenses
July	2,276,112	684,796	549,587	88,865	13,620	7,244	-	-	3,620,224
August	1,785,350	693,998	547,799	64,058	91,080	30,698	-	514,804	3,727,787
September	1,596,585	674,717	286,247	157,181	49,423	205,924	-	-	2,970,076
October	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-
TOTALS	\$5,658,047	\$2,053,511	\$1,383,632	\$310,104	\$154,123	\$243,866	\$0	\$514,804	\$10,318,087
% of Total	54.84%	19.90%	13.41%	3.01%	1.49%	2.36%	0.00%	4.99%	
<i>*Non-Operating expenses include advances and transfers out.</i>									
Operating Fund includes General Fund (001) only for FY2021									
									rb100520

Revere Local School District

September 2020



FINSUMM Financial Summary

rb100520

Fund	Fund Name	Beginning Balance 7/1/2020	Monthly Receipts	Fiscal Year To Date Receipts	Monthly Expenditures	Fiscal Year To Date Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001	General Fund	\$18,791,317.12	\$3,837,284.42	\$15,574,057.58	\$2,970,075.88	\$10,318,087.28	\$24,047,287.42	\$3,526,813.86	\$20,520,473.56
002	Bond Retirement	\$2,265,966.73	\$464,747.57	\$2,073,836.43	\$24,926.53	\$24,926.53	4,314,876.63	\$4,258,675.00	56,201.63
003	Permanent Improvement	\$2,909,268.04	\$223,312.24	\$738,356.57	\$1,002,868.55	\$1,709,964.38	1,937,660.23	\$1,250,034.83	687,625.40
004	Building Fund	\$17,869,875.07	\$60,244.01	\$139,301.42	\$3,504,393.81	\$13,058,311.76	4,950,864.73	\$4,848,549.73	102,315.00
006	Food Service	\$2,790.95	\$45,862.98	\$460,788.39	\$297,084.65	\$515,619.44	(52,040.10)	\$379,356.97	(431,397.07)
007	Special Trust	\$34,538.36	\$450.00	\$1,050.00	\$0.00	\$0.00	35,588.36	\$1,500.00	34,088.36
008	Endowment	\$18,642.71	\$11.22	\$79.36	\$0.00	\$0.00	18,722.07	\$0.00	18,722.07
009	Uniform School Supplies	\$77,461.87	\$73,952.98	\$118,120.49	\$20,277.92	\$46,118.13	149,464.23	\$30,679.86	118,784.37
018	Public School Support	\$179,276.84	\$42,332.97	\$65,178.87	\$15,184.25	\$18,346.65	226,109.06	\$32,885.94	193,223.12
019	Other Grants	\$16,224.92	\$0.00	\$0.00	\$5,454.00	\$6,678.92	9,546.00	\$0.00	9,546.00
022	District Agency	\$10,737.77	\$0.00	\$0.00	\$0.00	\$0.00	10,737.77	\$0.00	10,737.77
024	Employee Benefits Self-Insurance	\$3,655.95	\$3,746.85	\$11,091.43	\$5,751.22	\$17,243.47	(2,496.09)	\$34,344.53	(36,840.62)
026	Employee Benefits Section 125	\$20,377.27	\$9,107.24	\$23,817.78	\$7,845.77	\$29,256.21	14,938.84	\$94,093.79	(79,154.95)
200	Student Managed Activity	\$153,571.74	\$2,901.32	\$8,078.02	\$0.00	(\$5,500.77)	167,150.53	\$13,609.58	153,540.95
300	District Managed Student Activities	\$1,335,684.43	\$28,384.56	\$158,100.58	\$162,775.22	\$1,278,712.89	215,072.12	\$77,689.17	137,382.95
451	Data Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00
467	Student Wellness and Success	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00
499	Miscellaneous State Grants	\$8,310.21	\$0.00	\$0.00	\$0.00	\$4,740.00	3,570.21	\$0.00	3,570.21
507	ESSER - CARES Act	\$0.00	\$0.00	\$0.00	\$47,000.00	\$100,641.70	(100,641.70)	\$0.00	(100,641.70)
510	Coronavirus Relief Fund	\$0.00	\$0.00	\$0.00	\$16,386.72	\$16,386.72	(16,386.72)	\$183,840.43	(200,227.15)
516	IDEA Special Education	(\$49,771.65)	\$0.00	\$105,757.22	\$30,495.43	\$102,345.20	(46,359.63)	\$32,703.00	(79,062.63)
572	Title I	(\$7,102.30)	\$0.00	\$17,755.75	\$15,829.06	\$33,655.95	(23,002.50)	\$0.00	(23,002.50)
587	Early Childhood Special Education	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00
590	Title II-A	(\$723.80)	\$0.00	\$723.80	\$4,342.00	\$4,342.00	(4,342.00)	\$0.00	(4,342.00)
599	Title IV-A	(\$7,165.50)	\$3,000.00	\$10,165.50	\$0.00	\$0.00	3,000.00	\$2,797.00	203.00
	Grand Totals (ALL Funds)	\$43,632,936.73	\$4,795,338.36	\$19,506,259.19	\$8,130,691.01	\$27,279,876.46	\$35,859,319.46	\$14,767,573.69	\$21,091,745.77

Revere Local School District



Approved Funds for 2020/2021

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

Fund	Description	Authorized Amount	Monthly Amount Received	Amount Received FY-to-date	Amount Received Project-to-date
<i>State Grants</i>					
451/9020	Ohio K-12 Network Subsidy 2021	\$0.00	\$0.00	\$0.00	\$0.00
467/9020	Student Wellness and Success 2021	\$0.00	\$0.00	\$0.00	\$0.00
	<i>Total State Funds</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Federal Grants</i>					
507/9021	ESSER-CARES Act	\$0.00	\$0.00	\$0.00	\$0.00
516/9021	IDEA Part B Special Education 2021	\$0.00	\$0.00	\$0.00	\$0.00
516/9020	IDEA Part B Special Education 2020	\$524,613.91	\$0.00	\$105,757.22	\$513,685.61
572/9021	Title I 2021	\$0.00	\$0.00	\$0.00	\$0.00
572/9020	Title I 2020	\$115,184.53	\$0.00	\$17,755.75	\$110,727.01
587/9021	Early Childhood Special Education 2021	\$0.00	\$0.00	\$0.00	\$0.00
587/9020	Early Childhood Special Education 2020	\$8,208.01	\$0.00	\$0.00	\$8,208.21
590/9021	Title II-A 2021	\$0.00	\$0.00	\$0.00	\$0.00
590/9020	Title II-A 2020	\$41,670.46	\$0.00	\$723.80	\$41,670.00
590/9022	CARES Act Library 2021	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
599/9021	Title IV-A 2021	\$0.00	\$0.00	\$0.00	\$0.00
599/9020	Title IV-A 2020	\$10,333.10	\$0.00	\$7,165.50	\$7,165.50
	<i>Total Federal Funds</i>	\$703,010.01	\$3,000.00	\$134,402.27	\$684,456.33
rb100520					

Revere Local School District



Record of Advances for 2020/2021

INITIAL ADVANCE INFORMATION					ADVANCE RETURN	
Date Approved	FROM Fund	TO Fund	Fund Name	Amount	Date Returned	Amount
7/16/2019	001	006/0000	Food Services	\$150,000.00	9/29/2020	\$150,000.00
7/16/2019	001	300/920A	Athletics	\$100,000.00	9/29/2020	\$100,000.00
6/30/2020	001	006/0000	Food Services	\$112,000.00	8/6/2020	\$112,000.00
7/21/2020	001	006/0000	Food Services	\$150,000.00		
7/21/2020	001	300/920A	Athletics	\$100,000.00		
TOTAL Advances for 2020-2021				\$612,000.00		\$362,000.00
Advances Outstanding						\$250,000.00
<i>rb100520</i>						

Revere Local School District



Cash Reconciliation

September 30, 2020

FINSUM Balance			\$ 35,859,319.46
Bank Balance:			
Huntington Bank	1,738,005.48		
	-		
	-		
		\$ 1,738,005.48	
Investments:			
Meeder Investment Managers Managed Portfolio - General	19,216,107.38		
Meeder Investment Managers Managed Portfolio - Building Fund	1,936,570.67		
STAR Ohio - General Account	9,995,415.15		
STAR Ohio PLUS - General Account	26,319.89		
STAR Ohio - Bond Retirement Account	3,048,369.89		
		\$ 34,222,782.98	
Petty Cash:			
Building Principals	400.00		
Athletic Director	100.00		
Bus Garage	100.00		
Treasurer's Office	200.00		
		\$ 800.00	
Change Fund:			
Food Service Vending	717.35		
	-		
	-		
		\$ 717.35	
Less: Outstanding Checks		\$ (95,914.28)	
Outstanding Deposits/Other Adjustments:			
NSF Checks To Recover	50.00		
QTD Payroll Deductions To Be Remitted	-		
ACH Payments In Transit-Refund Due From STRS	67.68		
GFS Memo To Be Posted	(7,189.75)		
	-		
	-		
		\$ (7,072.07)	
Bank Balance			\$ 35,859,319.46
Variance			\$ -
rb100520			

Revere Local School District

September 30, 2020



Appropriation Summary

rb100520

Fund		FYTD Appropriated	Prior FY Carryover Encumbrances	FYTD Expendable	FYTD Actual Expenditures	MTD Actual Expenditures	Current Encumbrances	FYTD Unencumbered Balance	FYTD Percent Exp/Enc
001	General Fund	\$40,570,266.24	\$163,675.79	\$40,733,942.03	\$10,318,087.28	\$2,970,075.88	\$3,526,813.86	26,889,040.89	33.99%
002	Bond Retirement	\$7,617,976.00	\$0.00	\$7,617,976.00	\$24,926.53	\$24,926.53	\$4,258,675.00	3,334,374.47	56.23%
003	Permanent Improvement	\$751,000.00	\$2,474,940.23	\$3,225,940.23	\$1,709,964.38	\$1,002,868.55	\$1,250,034.83	265,941.02	91.76%
004	Building Fund	\$2,289,000.00	\$17,803,892.93	\$20,092,892.93	\$13,058,311.76	\$3,504,393.81	\$4,848,549.73	2,186,031.44	89.12%
006	Food Service	\$1,297,635.00	\$0.00	\$1,297,635.00	\$515,619.44	\$297,084.65	\$379,356.97	402,658.59	68.97%
007	Special Trust	\$30,500.00	\$500.00	\$31,000.00	\$0.00	\$0.00	\$1,500.00	29,500.00	4.84%
008	Endowment	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	500.00	0.00%
009	Uniform School Supplies	\$190,800.00	\$9,169.99	\$199,969.99	\$46,118.13	\$20,277.92	\$30,679.86	123,172.00	38.40%
018	Public School Support	\$191,300.00	\$9,149.71	\$200,449.71	\$18,346.65	\$15,184.25	\$32,885.94	149,217.12	25.56%
019	Other Grants	\$28,651.60	\$0.00	\$28,651.60	\$6,678.92	\$5,454.00	\$0.00	21,972.68	23.31%
022	District Agency	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	20,000.00	0.00%
024	Employee Benefits Self-Insurance	\$45,000.00	\$0.00	\$45,000.00	\$17,243.47	\$5,751.22	\$34,344.53	(6,588.00)	114.64%
026	Employee Benefits Section 125	\$111,500.00	\$0.00	\$111,500.00	\$29,256.21	\$7,845.77	\$94,093.79	(11,850.00)	110.63%
200	Student Managed Activity	\$168,400.00	\$0.00	\$168,400.00	(\$5,500.77)	\$0.00	\$13,609.58	160,291.19	4.82%
300	District Managed Student Activities	\$457,000.00	\$1,111,393.87	\$1,568,393.87	\$1,278,712.89	\$162,775.22	\$77,689.17	211,991.81	86.48%
451	Ohio K-12 Network Subsidy	\$7,200.00	\$0.00	\$7,200.00	\$0.00	\$0.00	\$0.00	7,200.00	0.00%
467	Student Wellness and Success	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	#DIV/0!
499	Miscellaneous State Grants	\$0.00	\$4,740.00	\$4,740.00	\$4,740.00	\$0.00	\$0.00	0.00	100.00%
507	ESSER - CARES Act	\$100,641.70	\$0.00	\$100,641.70	\$100,641.70	\$47,000.00	\$0.00	0.00	100.00%
510	Coronavirus Relief Fund	\$199,979.90	\$0.00	\$199,979.90	\$102,345.20	\$30,495.43	\$32,703.00	64,931.70	67.53%
516	IDEA Special Education	\$901,140.00	\$0.00	\$901,140.00	\$102,345.20	\$30,495.43	\$32,703.00	766,091.80	14.99%
572	Title I	\$231,957.26	\$0.00	\$231,957.26	\$33,655.95	\$15,829.06	\$0.00	198,301.31	14.51%
587	Early Childhood Special Education	\$16,506.60	\$0.00	\$16,506.60	\$0.00	\$0.00	\$0.00	16,506.60	0.00%
590	Title II-A	\$82,871.74	\$0.00	\$82,871.74	\$4,342.00	\$4,342.00	\$0.00	78,529.74	5.24%
599	Title IV-A	\$23,000.00	\$0.00	\$23,000.00	\$0.00	\$0.00	\$2,797.00	20,203.00	12.16%
Totals		\$55,332,826.04	\$21,577,462.52	\$76,910,288.56	\$27,365,834.94	\$8,144,799.72	\$14,616,436.26	\$34,928,017.36	54.59%

Revere Local School District



Check Register for Checks > \$9,999.99 September 2020

Vendor	Amount	Fund	Description
Daktronics	\$ 37,248.00	003/300	Stadium scoreboard
Martin Public Seating	\$ 23,906.21	001/009/018	Bath Elementary library furnishings
Rohrbachers Cron Manahan Trimble & Zimmerman Co., LLC	\$ 42,350.19	001	Court reporter for special education hearings
Apple Computer Inc.	\$ 26,460.00	001	Additional ipads for increased enrollment
Ohio Edison Co.	\$ 40,488.81	001	Electricity
Vend-ucation LLC	\$ 60,068.50	006	Vending machines phase II
Alco Products, Inc.	\$ 13,585.85	001	Custodial supplies
Kidslink Neurobehavioral	\$ 29,148.34	001	Special education tuition
Macmillan Holdings LLC	\$ 12,147.01	001	Economics textbooks
ICON Inc.	\$ 4,326,310.52	003/004	Construction projects
Blackboard Connect Inc.	\$ 16,275.25	001	Annual service agreement for Blackboard Connect communication service
G&G Fitness Equipment	\$ 83,852.38	003/004/300	Weight room equipment
Great Minds PBC	\$ 54,870.75	001	K-2 instructional materials
Huntington National Bank	\$ 10,569.37	001/006	Instructional supplies, food services supplies, ipad chargers, technology supplies, Zoom license and monthly fee, staff meeting lunches, office supplies, truck/van rentals
Nason Landscaping Inc.	\$ 15,057.00	001	Lawn care and landscaping
Ohio Schools Council	\$ 10,772.50	001	Natural gas, covid sanitation supplies
Village of Richfield	\$ 11,109.02	001	Sewer charges
Gordon Food Service	\$ 16,605.62	006	Food services supplies
Huntington Bank	\$ 11,425.23	various	Medicare tax-payroll #1
Huntington Bank	\$ 12,458.49	various	Medicare tax-payroll #2
SERS	\$ 57,826.00	various	Classified retirement
STRS	\$ 93,802.76	various	Certified retirement
STRS	\$ 115,785.24	various	Certified retirement
SRHCC-Dental	\$ 22,338.25	001/006	Employee benefits dental insurance
SRHCC-Medical	\$ 361,144.44	001/006	Employee benefits medical/prescription insurance
rb100520			

FY2021														
REVERE LOCAL SCHOOLS FOOD SERVICE ENTERPRISE-FUND #006														
Monthly Cash Flow Spending Plan Report														
INCOME	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	TOTALS	
BEGINNING BALANCES	2,790.95	(48,821.35)	199,181.57	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)		
Interest Earnings													0.00	
Student Breakfast 1511			115.45										115.45	
Student Lunch Sales 1512	612.86		23,596.19										24,209.05	
Student A-La-Carte Sales 1513			20,009.19										20,009.19	
Student Milk Sales 1514			261.80										261.80	
Adult Breakfast 1521			0.55										0.55	
Adult Lunch Sales 1522 + 1523		5,103.50	807.80										5,911.30	
Catering - Bath 1559													0.00	
Catering - Hillcrest 1559													0.00	
Catering - RMS 1559													0.00	
Catering - RHS 1559													0.00	
Miscellaneous 1890													0.00	
Vending Commissions - RMS 1890			418.00										418.00	
Vending Commissions - RHS 1890			654.00										654.00	
State Subsidy 3213													0.00	
Federal Subsidy 4120													0.00	
Transfers In 5100		259,209.05											259,209.05	
Refund/Prior Year Expenditure 5300													0.00	
Advances In 5210		150,000.00											150,000.00	
TOTALS RECEIPTS	612.86	414,312.55	45,862.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	460,788.39	
EXPENDITURES	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	TOTALS	
Administrative Supply													0.00	
Regular Salaries 141	35,702.13	23,728.61	23,518.25										82,948.99	
Substitutes 142			1,365.08										1,365.08	
Overtime/Extra Time 144 + 149			4,113.30										4,113.30	
Non-contributing 147	400.00												400.00	
Leaves/Holiday 154													0.00	
Severence			77.88										77.88	
Benefits 200s	16,123.03	21,006.20	14,982.50										52,111.73	
SURcharge													0.00	
Purchased Services 410 & 419													0.00	
Management Services 415		108.90											108.90	
Repair/Maintenance 423			1,087.79										1,087.79	
Travel/Meetings 433 434													0.00	
Food/Supplies 560 569		9,465.92	41,871.35										51,337.27	
New Equipment 640 500			60,068.50										60,068.50	
New Equipment 640 200													0.00	
New Equipment 640 100													0.00	
New Equipment 640 400													0.00	
New Equipment DISTRICT 640 000													0.00	
Dues/Fees 849													0.00	
Return of Advance 922		112,000.00	150,000.00										262,000.00	
TOTALS EXPENDITURES	52,225.16	166,309.63	297,084.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	515,619.44	
ENDING BALANCES	(48,821.35)	199,181.57	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	853,685.79	
ENCUMBRANCES	10,576.20	409,731.50	379,356.97										0.00	
UNENCUMBERED BAL	(59,397.55)	(210,549.93)	(431,397.07)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)	(52,040.10)		

NEW DOCUMENT

**List of Donations
Received by the Revere Local School District
October 20, 2020**

Cash Donations

1 To:	Richfield Elementary	
From:	Josh Kuhn - Boy Scout Troop 81	\$ 100.00

<u>Total</u>		<u>\$ 100.00</u>
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Equipment & Other Donations

To:	Revere Middle School	
From:	TTH Marketing	
	2 LightAir Ion Air Purifiers	\$ 958.00
To:	Revere School District	
From:	Kelley Reynolds	
	2 Dell C6100 Servers	\$ 3,000.00
	1 APC AP7750 Automatic Transfer Switch	\$ 200.00

* Donation values for contributions other than cash are provided by the donor and not established by the Board of Education

NEW DOCUMENT

T-4

10/20/2020

NEW FUNDS

LSTA LIBRARY GRANT	599 9022	\$ 3,000.00
CARES SUMMIT COUNTY REOPENING GRANT	510 9221	\$276,578.00
K-12 PREVENTION AND WELLNESS GRANT	019 9225	\$ 28,651.60

NEW DOCUMENT

DELETIONS T-5 10/20/2020

Jacqui Pursley

From: Gnap, Aaron <agnap@revereschools.org> on behalf of Gnap, Aaron
Sent: Wednesday, September 30, 2020 9:16 AM
To: Jacqui Pursley; Richard Berline
Subject: Freezer

Jacqui, middle school reach in freezer 002308, has broken and can not be repaired without removing the walls. One of the cold lines developed a leak in between the walls. The machine if from 1996 so we got our good out of it. I will have it removed and scrapped upon board approval. As of right now, we will work without it.

--

Thank You
Aaron Gnap
Food Service Director Revere Schools
Email: Agnap@revereschools.org
Work Number: 330-523-3422

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ST9550

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NEW DOCUMENT

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO
Inter-district Service Area Contract
2020 – 2021 School Year

A contract entered into between the **Revere Local Schools** Board of Education, 3496 Everett Road, Richfield, OH 44286 and the Governing Board of the Educational Service Center of Northeast Ohio (hereinafter referred to as "Board") and located at 6393 Oak Tree Blvd., S. Independence Ohio 44131.

In consideration of the promises and terms contained and pursuant to the provisions of Sections 3313.17, 3313.841, 3313.842, 3313.91 and 3323.08 of the Ohio Revised Code, the Board agrees to provide to the Service Area the following services for the term of the 2020-2021 school year commencing July 1, 2020 and concluding June 30, 2021. The Board shall provide the services in the fields stated on the attached for the designated days or hours.

TEACHING FIELD	DAYS	NON-TEACHING FIELD	DAYS	ADMINISTRATIVE FIELD	DAYS
1 Substance Abuse & BHSS	184	18 Aides	182	1 Gifted Coordinator	130
2 Early Childhood Intervention Specialist	184	3 Preschool Aides	145		
1 Tutor	184	1 Substitute Aide	A/N		

The Superintendent or designee of the Educational Service Center of Northeast Ohio has the right to assign personnel to perform the contracted services.

The terms of this contract shall automatically terminate at the conclusion of the school year as stated above.

The Board shall invoice the Service Area for all net costs related (not covered by state and federal funds) to the employment of the personnel specified herein. Said net costs shall include cost of, salary, workers' compensation, unemployment compensation, Medicare, retirement, SERS surcharge (if any), life insurance, health/dental/vision benefits, employee leave, any agreed upon additional personnel costs and substitute personnel (if provided by ESCNEO) attributable to the Board plus an administrative fee. Should any subsequent unemployment compensation or severance claim be made by an employee covered under this contract, the Service Area school district herein receiving the services shall be so liable for their proportionate share of the employee's claim. The Service Area accepts the responsibility of conducting annual evaluation (s) of administrative, classified and certified employees, who are not evaluated by the ESCNEO as defined in a prior agreement between Service Area and ESCNEO administration pursuant to Section 3319.01, 3319.02, 3319.11 and 3319.111 of the Ohio Revised Code.

It is further agreed that contract costs and adjustments (plus or minus) based on unanticipated increases / reductions in State funds will be made prior to June 30, 2021. All applicable federal and state laws, regulations and/or rules shall govern the implementation of the services provided pursuant to this agreement.

This agreement constitutes the entire understanding between the parties with respect to the services and Service Area designated herein. There are no provisions, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, whether oral/spoken or written, between the parties. Any subsequent agreement between the parties is a separate and distinct contract and not a renewal hereof.

By:

City/Local Schools/Exempted Village Superintendent

City/Local Schools/Exempted Village Treasurer

By:



Educational Service Center Superintendent



Educational Service Center Treasurer

Date _____ Board Resolution # _____

Date: May 28, 2020

Board Resolution # 2020-05-12

NEW DOCUMENT



**AUDIOLOGY SERVICES CONTRACT
BETWEEN THE CLEVELAND HEARING AND SPEECH CENTER AND
THE REVERE LOCAL SCHOOL DISTRICT**

This Agreement is made on **October 15, 2020** between the Revere Local School district ("School District"), an Ohio governmental subdivision, located at 3496 Everett Rd. Richfield, Ohio 44286 and The Cleveland Hearing and Speech Center ("Provider"), an Ohio nonprofit corporation, located at 11635 Euclid Avenue, Cleveland, Ohio 44106.

WHEREAS, the School District is in need of diagnostic and educational audiology services and

WHEREAS, the Provider is in the business of providing such services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, it is agreed as follows:

DESCRIPTION OF SERVICES

The Provider agrees to conduct audiologic and auditory processing evaluations for children referred by the School District. These services require special instrumentation and must be completed at one of the Provider's office locations listed below:

11635 Euclid Avenue
Cleveland, Ohio 44106
216-231-8787

5084 Mayfield Rd.
Lyndhurst, Ohio 44124
216-382-4520

7000 Town Centre Suite 200
Broadview Heights, Ohio 44147
440-838-1477

29540 Center Ridge Road Suite B
Westlake, Ohio 44145
440-455-9898

In addition, the School District may request educational audiology services to be provided onsite. **See Exhibit A** for all services offered.

TERM OF AGREEMENT

This Agreement shall be effective **October 15, 2020, and continue until June 30, 2021**, or until earlier terminated by either party upon providing at least 30 days prior written notice to the other.

PRICING AND PAYMENT TERMS

The School District agrees to pay the Provider at the rate of ninety-nine dollars **(\$99.00)** per billable hour for audiology services. **There is a 2-hour minimum for services provided at the School**

District. All costs for diagnostic equipment/supplies and administrative costs associated with this contract are included in this rate.

The Provider will offer an estimate of the time needed to complete a requested service. The School District will then issue a Purchase Order for such service. The provider will not exceed the time or the dollar amount allowed within the Purchase Order.

The Provider will present an invoice to the School District upon completion of requested services. The terms of payment are net 30 days from the invoice date. Interest at the rate of 1 ½ percent per month will accrue on balances not paid within 30 days.

MUTUAL COOPERATION

The parties agree to fully cooperate in the development of policies and procedures that are necessary to facilitate the provision of services contemplated under this Agreement.

Services, when requested, will be provided at a time that is mutually agreeable for both the Provider and the School District.

REPORTING AND RECORDS

The Provider shall submit required reports in accordance with guidelines set forth by the School District. Reports will be the property of the School District.

The Provider shall maintain such records and accounts as are deemed necessary by the School District. These records will be made available upon demand by the School District or its agents, the Comptroller General of the United States, the Auditor of the State of Ohio, or their authorized representatives, and will be retained until permission to destroy them is granted by the School District.

Provider may, in the course of performing its duties under this Agreement, gain access to student education records (as that term is defined by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g) or personally identifiable information about students, the disclosure of which is prohibited by the Family Educational Rights and Privacy Act and other laws. Provider shall protect, keep confidential and not disclose any student education records or personally identifiable information about students to which it has been exposed or has otherwise come into possession. Provider shall not re-disclose any education records or personally identifiable information to any other party without the prior consent of the School District. Any education records or personally identifiable information received by Provider may only be used for the purposes for which the disclosure was made.

PUBLIC EMPLOYEE RETIREMENT SYSTEMS

The School District is responsible for determining the potential required eligibility for the Provider's employees and/or subcontractors that provide services to the School District under this Agreement in any of Ohio's public employee retirement systems (STRS, SERS, PERS, etc.). The School District will notify the Provider of any such eligibility.

The quoted pricing in this Agreement includes neither the employer's nor the employee's portion of potential public employee retirement system contributions that may be required with respect to services performed under this Agreement. The School District agrees to be financially responsible for

both employer and employee contributions to any public employee retirement system if any liability for such contributions exists. The amount of any contributions that the Provider makes to any public employee retirement system on behalf of its employees or subcontractors with respect to services performed under this Agreement will be billed back to the School District and shall be reimbursed by the School District to the Provider. These reimbursements will be in addition to any pricing caps described elsewhere in this Agreement.

LIABILITY

The Provider agrees to defend, indemnify, and hold the School District harmless from and against all loss, cost, damage, liability, debt, or expense including attorney fees, auditing and accounting fees resulting from or in any way connected with the services which are subject of this Agreement, irrespective of the cause or causes of the loss, cost damage, liability or expense.

INSURANCE

Both parties maintain such professional and general liability insurance as is customary for the type and scope of services provided by their respective organizations. Certificates evidencing such insurance coverage shall be provided upon request.

NON-SOLICITATION BY SCHOOL DISTRICT

The School District agrees that it will neither solicit directly nor respond to the solicitation from any employee or subcontractor of the Provider, or any former employee or subcontractor of the Provider who has performed audiology services for the School District under this Agreement, to perform audiology services directly for its students during the term of this Agreement and the six-month period following the termination of this Agreement.

STATUS OF PROVIDER

Provider acknowledges and agrees that this Agreement does not create an employer-employee relationship between the School District and Provider or any of Provider's employees, agents or representatives. Provider is to be an independent contractor for the School District for the services being provided under this Agreement. As such, all of the following apply with regard to the services being provided hereunder:

- (1) The School District shall not be responsible or liable for the conduct of Provider or its employees, agents and representatives;
- (2) Provider and its employees, agents and representatives have no right to sick leave, medical benefits, salary schedule, or other local privileges which School District employees may be entitled;
- (3) Provider and its employees, agents and representatives are not entitled to those rights set forth in Section 3319.10 of the Ohio Revised Code;
- (4) Provider and its employees, agents and representatives are not a part of any collective bargaining unit and are not entitled to any rights or privileges established by any negotiated labor contract of any union recognized by the School District; and
- (5) Provider and its employees, agents and representatives are not entitled to those rights set forth in Sections 3319.11, 3319.111 and 3319.16 of the Ohio Revised Code, including, but not limited to, rights of evaluation, notice of nonrenewal and termination. Provider disavows,

disclaims and waives all rights and benefits of employment, including, but not limited to, those referenced herein.

Except as otherwise provided herein, Provider shall save, hold harmless and defend the School District, along with all of its members, officers, employees, agents and representatives, against all claims, demands, actions, judgments and liabilities, brought by, or rendered in favor of, any of Provider's employees, agents or representatives, which is based, in whole or in part, on a claim of entitlement to any right or benefit of employment, including, but not limited to, those referenced herein.

Except as otherwise provided herein, Provider will secure all permits required to perform duties under this Agreement and will comply with all applicable workers' compensation, employer's liability, and other federal, state, county and municipal laws, ordinances, rules and regulations, as well as the policies of the School District.

Except as otherwise provided herein, Provider shall accept full responsibility for the payment of all unemployment compensation premiums, workers compensation premiums, all income tax deductions, pension deductions, if any, and any and all other taxes or payroll deductions required for the performance of the work by Provider's employees.

CIVIL RIGHTS

The Provider agrees that they will comply with Titles VI and VII of the Civil Rights Act of 1964 (P.L. 83-352), as amended.

No otherwise qualified person with disabilities shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits, or be subjected to discrimination under any program or activity under this Agreement pursuant to 504 of the Rehabilitation Act of 1973 (P.L. 93-112, 45 CFR 10212, et seq.) and the Americans with Disabilities Act (29 U.S.C. Section 701, et seq.), as amended.

The Provider agrees that it will comply with the Age Discrimination in Employment Act of 1987, as amended (29 U.S.C. 621 et seq.).

VIOLATIONS

The School District's undertakings set forth in this Agreement are contingent upon and subject to the Provider's explicit observance and adherence to the applicable law and regulations: Title 42 of the United States Code, as amended, Title 45 of the Code of Federal Regulations, and any other applicable statutes or regulations, federal or state, including but not limited to the policies of the applicable federal and state agencies. The Provider acknowledges that the School District shall, at its option, have the right to terminate or reduce its (the School District's) participation in all or any portion of this Agreement in the event of Provider's violation of applicable law and/or any provisions of this Agreement.

CONFLICT OF INTEREST

It is agreed between the parties that the Provider will adhere to any and all policies regarding conflicts of interest currently enforced by its Board of Directors.

MISCELLANEOUS

This Agreement shall be governed under the laws of the State of Ohio. All disputes related to rights or obligations arising from this Agreement shall exclusively be heard in the courts of Lorain County, Ohio. All parties consent to the personal jurisdiction of said courts

This Agreement is not assignable without written consent of both parties.

In the event any term or provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such defect shall not affect any other provisions of this Agreement. The parties agree to carry out the spirit of the term or provision declared invalid, illegal, or unenforceable to the extent permitted by law.

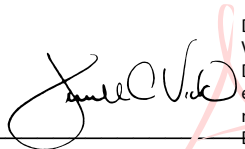
Provider shall ensure a safe and conducive environment for student learning. Provider shall cause a criminal background check to be performed on all employees having any contact with students. A copy of that criminal background check shall be maintained by Provider for inspection, upon request, by the School District. Compliance with this provision requires that a criminal background check will have been completed on relevant employees so that no relevant employee will have had a criminal background check more than 365 days before the end of the term of this Agreement.

This Agreement embodies the entire agreement between the parties with respect to its subject matter. There are no promises, terms, conditions, or obligations other than those contained in this written contract; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

Agreed to by:

Name
Superintendent Designee
Revere Local School District

Date


Digitally signed by Jennell C. Vick
DN: cn=Jennell C. Vick, o, ou, email=jennell.vick@gmail.com, c=US
Date: 2020.10.15 10:30:08 -04'00'

Jennell Vick, Ph.D.
Executive Director
Cleveland Hearing and Speech Center

October 15, 2020
Date

Exhibit A

Educational Audiology Services

Support for Teachers and Staff

- Resources and strategies for providing auditory training for students with hearing loss
- Teacher in-services for using assistive technology

Support for Students with Hearing Loss

- Provide, or support other team members in providing, auditory training to encourage auditory development
- Self-advocacy training for students to maximize student's ownership of educational and future success
- Creation and management of support groups within district or with other local school districts, as feasible
- Evaluations for and participation in the ETR process
- Assistance in developing appropriate IEP/ 504 goals and participation in meetings
- Fulfillment of 504/IEP measurable objectives
- Evaluations for educationally based assistive technology needs
- Educational management of assistive technology including hearing aids, FM systems classroom amplification, cochlear implants, Bone Anchored Hearing Aids (BAHA), streaming accessories and computer/ smart board compatibility with such devices
- Basic repairs/ troubleshooting of personal devices when needed to support educational access

Support for Parents

- Communication to parent and clinical audiologist regarding child's IEP goals and assistive technology and any needed programming and mapping of personal devices

Support for All Students

- Provide presentations on hearing and hearing loss
- Provide information on hearing protection
- Safe Sound curriculum geared toward 3rd-5th grade

Equipment Management

- Organize and distribute district assistive technology
- Manage warranties, repairs and storage of assistive technology
- Make recommendations for new assistive technology as appropriate for student and district needs

Reporting

- Monthly billing including reporting of how time spent

NEW DOCUMENT

AGREEMENT

Attachment 3

K-12 Prevention & Wellness Funds

This Agreement is entered into by and between the **County of Summit Alcohol, Drug Addiction & Mental Health Services Board (BOARD)**, located at 1867 W. Market Street, Suite B2, Akron, Ohio 44313 and **Revere Local School District**, located at 3496 Everett Road, Richfield, Ohio 44286 (**DISTRICT**), with reference to the following facts for the K-12 Prevention Education Initiative services:

BOARD is established and organized as a community mental health and addiction services board pursuant to Ohio Revised Code Chapter 340.

DISTRICT is established and organized as an education provider in the state of Ohio.

The purpose of this agreement is to facilitate quality prevention services and the best outcomes possible for students within the districts and community schools in the Summit County area according to prevention services approved by the **BOARD**.

NOW THEREFORE, in consideration of the promises, terms, and covenants contained herein, **BOARD** and **DISTRICT** agree as follows:

1. TERM

The term of this Agreement shall be from May 1, 2020 through June 30, 2021.

2. SCOPE OF PROGRAM

DISTRICT shall provide prevention services to Summit County students as proposed in their Plan of Action uploaded in the K-12 Prevention Education Initiative Data Portal.

DISTRICT staff will submit required Implementation Report in the **K-12 Prevention Education Initiative Data Portal** before Christmas Break 2020, and at the end of the school year in June 2021.

3. DISTRICT agrees to demonstrate a commitment to best practices and outcome evaluation.

4. DISTRICT agrees to assure that all services will be provided only in environments that are safe, dignified, pleasant, and supportive.

5. PAYMENT

DISTRICT will submit invoices along with supporting documentation to invoices@admboard.org. The subject line of the invoice email will be "K-12 Prevention Funds – DISTRICT" where DISTRICT is the full name of the District that is invoicing. Payment shall occur within thirty (30) days of actual receipt of the billing invoice.

Payment will be delivered in two installments. The first fifty percent of funds will be released after the K-12 Plan of Action has been approved and an invoice submitted to the **BOARD**, due no later than August 31, 2020. The remaining fifty percent (50%) of the funds, Fourteen Thousand Three Hundred Twenty-five and 80/100 Dollars (\$14,325.80), will be released upon receipt of an invoice for the amount inclusive of all costs, fees and expenses incurred for the billing period. Supporting documentation that demonstrates that funds have been expended as budgeted will be required for this final billing due no later than May 31, 2021. The total of all payments is not to exceed Twenty-eight Thousand Six Hundred Fifty-one and 60/100 Dollars (\$28,651.60). **BOARD** is not responsible for any payments for services rendered without meeting the agreed upon eligibility previously indicated in item 2 above.

6. **CONFIDENTIALITY**

BOARD and **DISTRICT** agree to comply with all applicable federal and state laws, rules, regulations, and auditing standards in the performance of this agreement. **BOARD** and **DISTRICT** agree that the use of, or disclosure of, information concerning students for any purpose not directly related to the administration and monitoring of the delivery of services is prohibited.

7. **AUDIT**

BOARD, the Ohio Department Mental Health and Addiction Services (OhioMHAS), the State Auditor, and any other party with proper legal authority, shall have the right to inspect the **DISTRICT's** program, personnel, and accounting records to discharge their legal responsibilities to audit expenditures made under this agreement as needed.

8. **INSURANCE**

DISTRICT shall provide the **BOARD** evidence of professional and general liability insurance coverages by a certification of insurance or other insurance carrier documentation for the services they provide.

DISTRICT will provide the **BOARD** evidence of insurance coverages by a certification of insurance or other insurance carrier documentation for the services they provide. Levels of required insurance coverages shall be the following: professional liability coverage in an amount of at least \$2,000,000 per occurrence with an aggregate limit of at least \$4,000,000, employer's liability of at least \$500,000, automobile liability insurance for all such vehicles used to transport **DISTRICT** personnel and students in an amount at least equal to Ohio minimum requirements, evidence of workers' compensation coverage, employee dishonesty coverage, directors and officers coverage, and errors and omission coverage (covered under **DISTRICT'S** professional liability coverage). The **BOARD** should be listed as additional insured under any professional and general liability coverages. **DISTRICT** should provide the Board evidence of insurance coverages for all the areas listed above.

9. DISBARMENT

Documentation of Non-Suspension: **DISTRICT** shall provide documentation that it has not been suspended and/or debarred from entering into contracts as certified by www.sam.gov or equivalent.

10. NOTICES

All notices required to be given shall be given in writing and shall be sent to the following representatives:

Gerald Craig, Executive Director
County of Summit Alcohol, Drug Addiction &
Mental Health Services Board
1867 W. Market Street, Suite B2
Akron, OH 44313

Matthew L. Montgomery, Ph.D.
Superintendent
Revere Local School District
3496 Everett Road
Richfield, Ohio 44286

Mailing address:
P.O. Box 340
Bath, Ohio 44210

11. FURTHER ASSURANCES

BOARD and **DISTRICT** agree to perform any further acts and to execute and deliver any further documents, which may be necessary or appropriate to carry out the purposes of this Agreement.

12. NON-DISCRIMINATION

DISTRICT shall not discriminate on the basis of race, sex, color, national origin, religion, age or disability in the performance of services under this Agreement.

13. MODIFICATION

This Agreement may be modified or amended only through written documentation signed by both parties.

14. TERMINATION

Each party has the right to terminate this Agreement after serving notice of thirty (30) days. **BOARD** reserves the right to terminate this Agreement in the event that the specified services are not provided in a timely and quality manner based on the sole discretion and judgment of the **BOARD**. Payment for this program is subject to the availability of funds allocated to the **BOARD** from federal and state sources; as funds designated for this program become unavailable during the tenure of this Agreement, the **BOARD's** obligations under this Agreement expire.

15. INDEMNIFICATION

DISTRICT agrees to indemnify and hold harmless, to the extent permitted by law, the **BOARD**, its members, employees, agents or representatives from and against any and all liability, loss, damages, or claims arising out or in the course of **DISTRICT** providing services under this program.

16. ASSIGNMENT

This Agreement is personal between the **BOARD** and **DISTRICT**, and neither party may assign or delegate any rights, duties or interests created hereunder without prior written consent of the other party. Any such assignment or delegation of either party hereunder without such consent will be void.

17. SEVERABILITY

The provisions of this Agreement shall be severable. Should any portion of this Agreement be deemed unenforceable by any judicial or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall be in full force and effect.

18. GOVERNING LAW

This Agreement has been executed in the State of Ohio, and it shall be construed and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

**County of Summit Alcohol, Drug Addiction
and Mental Health Services Board**

Revere Local School District



8/18/2020
Gerald A. Craig
Executive Director

Date

Matthew L. Montgomery, Ph.D.
Superintendent

Date

NEW DOCUMENT

RESOLUTION NO. _____

Public School Re-Opening Grant

A RESOLUTION REQUESTING THAT THE _____ SCHOOL DISTRICT RECEIVE ITS SHARE OF FUNDS FROM THE COUNTY OF SUMMIT PUBLIC SCHOOL RE-OPENING GRANT PROGRAM, AND CREATING A SPECIAL REVENUE FUND INTO WHICH SUCH FUNDS SHALL BE DEPOSITED.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136 (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the County of Summit received a distribution of funds directly from the federal government pursuant to the CARES Act, and the Executive and Council seek to distribute a portion of those funds to school districts within the County to defray some of the costs related to preparing schools to re-open during the COVID-19 pandemic and have thus developed the County of Summit Public School Re-opening Grant Program (“Program”) for that purpose; and

WHEREAS, whereas the Program requires the School District to pass a resolution affirming that funds from the Program may be expended only to cover costs of the district consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601 (d), and any applicable regulations before receiving said funds and establishing a special revenue fund into which the Program funds shall be placed; and

WHEREAS, The _____ School District is requesting its share of funds from the Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the _____ School District (“District”) that it affirms that all funds received from the County of Summit Public School Re-Opening Grant Program (“Program”) shall be expended only to cover costs of the District consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) Were not accounted for in District’s most recently approved budget as of March 27, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020 and ending on December 30, 2020.

FURTHERMORE, be it resolved by the Board of the District:

- (1) Fund number _____ titled “Summit County COVID-19 Public School Re-Opening Grant Program Fund” as part of the District’s special revenue funds is hereby established to receive Program funds;
- (2) The District shall comply with all requirements of the Public School District Re-opening Grant Agreement including all reporting requirements.
- (3) Maintain copies of all records related to Program funds received and expended for a period of 5 years from the date of receipt of the funds.

Passed _____ 2020

President, _____ Board of Education

NEW DOCUMENT

Attachment 5

County of Summit, Ohio

CARES ACT PUBLIC SCHOOL ALLOCATIONS

COVID-19 Public School District Re-Opening Grant Agreement

This Agreement to participate in the County of Summit COVID-19 Public School Re-Opening Grant is made this 28th day of September, 2020 by and between the County of Summit, Ohio, with its primary place of business at 175 S. Main Street, Akron, Ohio 44308 and:

Public School District ("Grantee"):	Revere Local Schools
Grantee Address:	P.O. Box 340 44286
Grantee Contact Name:	Matthew L. Montgomery, Ph.D
Grantee Contact Phone:	3305233101
Grantee Contact Email:	mmontgomery@revereschools.org
Grant Award ("Program Funds"):	\$276,578.00
Grant Period	3/1/2020 – 12/30/2020

In an effort to provide Public School Districts in Summit County with funding to address necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) which were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020, the County of Summit is providing the Grantee an allocation of its Direct payment received under section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The Grantee, by acceptance of this agreement, will be a sub-recipient of funding under CFDA number 21.019.

Funding from the County of Summit under this agreement may be used to cover costs associated with providing distance learning (e.g., the cost of laptops to provide to students) or for in-person learning (e.g., the cost of acquiring personal protective equipment for students attending schools in-person or other costs associated with meeting Centers for Disease Control guidelines).

Grant awards made by the County of Summit, are being made at the sole discretion of the County based on the Average Daily Membership (ADM) of each K-12 Public School District in Summit County as contained in the Ohio Department of Education's FY2020 Final #1 School

Finance Payment Report (SFPR). The use of the FY2020 Final #1 SFPR as a basis for allocating funds shall not be construed to indicate that the County's methodology for allocation, follows or complies with any funding formulas established by the State of Ohio or Ohio Department of Education.

Agreement

Grantor agrees to the following:

1. Grantor shall deliver to the Grantee, within 30 days of the execution of this agreement, the Grant Award. Funds shall be provided to the grantee by wire transfer or Automated Clearing House ("ACH") at the instruction of the Grantee.
2. Grantor shall provide guidance to Grantee for the expenditure of Program funds in compliance with Section 5001 of the Federal CARES Act and any subsequent bills enacted by the Federal Government which may amend or modify the CARES ACT.
3. Grantor agrees to assist Grantee with future audit requirements. The Grantor will make available, pertinent staff, including the Summit County Department of Internal Audit, to answer questions and meet with Grantee's auditors.

Grantee agrees to the following:

1. Grantee shall only use Program funds to cover costs associated with providing distance learning (*e.g.*, the cost of laptops to provide to students) or for in-person learning (*e.g.*, the cost of acquiring personal protective equipment for students attending schools in-person or other costs associated with meeting Centers for Disease Control guidelines). Use of the Program funds shall comply with the requirements of section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").
2. Unless otherwise approved by Grantor, Grantee shall only apply eligible expenses to Program funds incurred during the period March 1, 2020 through December 30, 2020.
3. Grantee agrees to comply with future audit guidance and grant amendments issued by the Grantor, including but not limited to, changes in allowable expenditures under this agreement.
4. Grantee shall establish a special revenue fund pursuant to section 5705.10(D) of the Ohio Revised Code to account for funds received from the Program. Such fund shall be named Summit County COVID-19 Public School Re-Opening Grant and shall be appropriated by the legislative body of the Grantee and used to pay eligible expenses of the Program.

5. A copy of the resolution establishing and appropriating the Summit County COVID-19 Public School Re-Opening Grant Fund shall be provided to the County within 30 days of execution of the Agreement and attached as Exhibit B.
6. Grantee shall produce a preliminary and final report, evidencing the expenditure of funds and shall submit these reports to the Summit County Department of Internal Audit. The preliminary report shall be submitted by November 15th, 2020 and shall be used the Summit County Department of Internal Audit to verify that expenditures being charged to the Program are eligible expenditures. The final report shall be due by January 15th, 2021. Such reports shall be sent to: CaresActPayroll@summitoh.net
7. Grantee shall permit the Summit County Department of Internal Audit the right to examine all records and supporting documentation produced by grantees, evidencing the expenditure of Program funds.
8. Grantee shall fully cooperate with the County in responding to any audit or investigation conducted by any authorized division or department of the State of Ohio, or the United States Government related to the use by the Grantee of Program funds.
9. Grantee agrees, if any findings are made that the grantee spent funds in violation of Program Guidelines or in violation of the requirements of the CARES Act, they shall, upon demand, repay the grant funds in question. If such payment is not received by the date the County is required to satisfy the audit finding, the County shall have the right to withhold from real property tax collections, an amount equivalent to the unsettled audit finding, from the distribution to the Political Subdivision of the next succeeding Second-Half Tax Distribution of Real Property tax. If such Second-Half Tax Distribution is not sufficient to repay the balance of the unsettled audit finding, the County may continue to withhold from successive Tax Distributions, an amount necessary to repay such unsettled audit findings. Grantee agrees that it shall not contest, by filing an action for a writ of mandamus, writ of procedendo, request for declaratory judgment, or any action or means whatsoever, the validity of the right of the County or its Fiscal Officer to withhold such sum from the Grantee's Second Half Tax Distribution as provided above, and the Grantee hereby forever irrevocably waives any right it may have to make such contest, provided, however, that nothing contained herein constitutes a waiver of the Grantee's right to, in good faith, dispute the amount of the repayment owed under this Agreement, and shall have the right to seek relief in law or in equity from its obligation to create and hold the disputed amount including but not limited to the right to seek a temporary restraining order or preliminary injunction preventing the County from exercising its rights hereunder to collect the disputed amount while legal action is pending.

10. Grantee agrees that the grant period is March 1, 2020 through December 30, 2020. The County reserves the right to modify or terminate the Program at any time upon 30 days' notice to the participating Public School District. The right to modify shall include, but is not limited to, implementation of changes necessary to comply with future Guidance from the U.S. Treasury and/or future enactments of legislation by the U.S. Congress and the President. Funds remaining in the grantee's Summit County COVID-19 Public School Re-Opening Grant Fund at the date of termination must be returned to the County.
11. Grantee shall maintain records related to Program participation for five years after the conclusion of the Program.

GRANTEE

DocuSigned by:

Matthew L. Montgomery, Ph.D.

63E59647C896410

By: Matthew L. Montgomery

Title: Superintendent

Date: 9/28/2020

COUNTY OF SUMMIT

DocuSigned by:

Brian D. Nelson

8E29C583BED44C3

Brian Nelsen for Ilene Shapiro,

Executive

Date: 9/28/2020

Approved as to form and correctness:

DocuSigned by:

Matthew L. Montgomery

CBB89BB24126456...

By: 9/22/2020

Its: Superintendent

DocuSigned by:

Deborah Matz

47E8A231A0884DF...

Deborah S. Matz

Director, Department of Law and

Risk Management

NEW DOCUMENT

CLIENT AGREEMENT
for
APEX LEARNING DIGITAL CURRICULUM SOLUTIONS

Attachment 6

This Client Agreement for Apex Learning Digital Curriculum Solutions (“**Agreement**”) is effective on September 21, 2020 (“**Effective Date**”) and is made by and between Apex Learning Inc., a Washington corporation with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and Revere Local School District, with its principal place of business at 3496 Everett Road, Richfield, OH 44286 (“**Client**”).

RECITALS

Apex Learning provides digital curriculum solutions for secondary education.

Client desires to purchase the digital curriculum solutions described in Exhibit A and have its students, teachers, administrators, and staff access and use the Apex Curriculum (as defined below), all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.
 - 1.1. “**Apex Curriculum**” means the Apex Learning digital curriculum described in Exhibit A. The Apex Curriculum does not include any Course Materials that may be required.
 - 1.2. “**Client User**” means each Client teacher, administrator, and student, as well as each student parent/guardian, who registers with Apex Learning and establishes a password to access the Apex Curriculum made available under this Agreement.
 - 1.3. “**Course Materials**” mean items or materials separate from the Apex Curriculum that are identified as either required or optional for the Apex Curriculum (e.g., calculators, microphones/headsets, textbooks, literature, and lab materials).
 - 1.4. “**Student Data Privacy and Protection Addendum**” means the addendum attached as Exhibit D.
 - 1.5. “**Term**” will have the meaning set forth in Section 9.1.
 - 1.6. “**User Support**” means the Apex Learning support services described in Exhibit C.
2. **Apex Learning Obligations.**
 - 2.1. **Digital Curriculum Solutions.** Apex Learning will provide the digital curriculum solutions described in Exhibit A, including hosting the Apex Curriculum and making it available for access and use by Client Users.
 - 2.2. **User Support.** Apex Learning will provide Client Users with User Support throughout the Term.
 - 2.3. **Uptime.** Apex Learning will use commercially reasonable efforts to make the Apex Curriculum available for access by Client Users ninety-nine percent (99%) of the time, measured on a monthly basis, excluding Planned Outages. “**Planned Outages**” means the installation of upgrades, routine application, server, or network

configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Apex Curriculum utilization times. Apex Learning will post an advance announcement of any Planned Outage on the Apex Learning website through which Client Users access the Apex Curriculum.

- 2.4. ***All Rights Reserved.*** Apex Learning and its suppliers own all right, title and interest in and to the Apex Curriculum. Other than granting Client Users the right to access and use the Apex Curriculum as described in this Agreement, Apex Learning expressly reserves all right, title, and interest therein.

3. **Client Obligations.**

- 3.1. ***Hardware/Software.*** The Apex Curriculum is made available to Client Users over the Internet through a web-browser interface. To access the Apex Curriculum, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable) in accordance with the system recommendations posted at <http://www.apexlearning.com/systemrequirements/systemrecommendations.pdf>.
- 3.2. ***Terms of Use.*** All Client Users who access the Apex Curriculum must comply with the Apex Learning Terms of Use for Customer Websites ("**Terms of Use**"). The current version of such Terms of Use is posted at www.apexvs.com through which Client Users access the Apex Curriculum. Apex Learning reserves the right to suspend or discontinue a Client User from accessing the Apex Curriculum at any time if the Client User violates the Terms of Use. To the extent it has knowledge, Client will notify Apex Learning of any activity by its Client Users in violation of the Terms of Use. For the purpose of clarification, the Terms of Use are not part of this Agreement and do not modify or supplement the Agreement.
- 3.3. ***Laboratory Activities.*** If hands-on laboratory activities included in the Apex Curriculum are implemented by Client Users, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever regarding any hands-on laboratory activities.
- 3.4. ***No Resale Rights.*** Client will not resell to any third party the right to access or use the Apex Curriculum or provide any third party who is not a Client User with access to, or the ability to use, the Apex Curriculum.

4. **Payment.**

- 4.1. ***General.*** In consideration for the rights granted and services provided under this Agreement, Client will pay Apex Learning the amounts set forth in Exhibit A. Apex Learning will issue invoices for such amounts pursuant to the invoice schedule in Exhibit B.
- 4.2. ***Payment Terms.*** Client will pay all Apex Learning invoices properly issued under this Agreement within thirty (30) days of the invoice date. If payment is made via credit card Apex Learning will assess a processing fee equal to three percent (3%) of the amount charged to such card.
- 4.3. ***Taxes.*** Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client. Client will indemnify and hold Apex Learning harmless from any liability with respect to such taxes. Apex Learning is solely responsible for Apex Learning's income and payroll taxes.

5. **Confidentiality.**

- 5.1. ***Student Data Privacy and Protection.*** Apex Learning and Client agree to comply with their respective obligations under the Student Data Privacy and Protection Addendum attached as Exhibit D.

5.2. **Protection of Other Confidential Information.** In addition to the parties' respective obligations under Section 5.1 above, each party agrees that it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term "**Confidential Information**" means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Apex Learning's Confidential Information includes, without limitation pricing for the Apex Curriculum. Confidential Information does not include information that was known to the receiving party prior to the disclosing party's disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law. Further, if there is a conflict between this Section 5.2 and the Student Data Privacy and Protection Addendum, the Student Data Privacy and Protection Addendum will control with respect to that conflict.

6. **Representations and Warranties.**

6.1. **By Both Parties.** Each party hereby represents and warrants to the other party that it: (a) has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) will comply with all applicable laws in the performance of its obligations under this Agreement, including those laws identified in the Student Data Privacy and Protection Addendum.

6.2. **By Apex Learning.** Apex Learning further represents and warrants that Client Users' access to and use of the Apex Curriculum as described in this Agreement will not infringe any third-party copyright.

6.3. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 6.2, APEX LEARNING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE APEX CURRICULUM, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. **Indemnity.**

7.1. **Duty to Indemnify.** Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section 7, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6.

7.2. **Procedure.** If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. **EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.**

8.1. **EXCLUSION OF CERTAIN DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

- 8.2. **LIMITATION ON LIABILITY.** IN NO EVENT WILL APEX LEARNING'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT.
- 8.3. **APPLICATION.** THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Term and Termination.**

- 9.1. ***Term.*** This Agreement shall commence on the Effective Date and continue through August 31, 2021, unless earlier terminated as provided in this Section 9.
- 9.2. ***Termination.*** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Apex Learning may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Apex Learning under this Agreement.
- 9.3. ***Effect of Expiration/Termination.*** Upon the expiration or termination of this Agreement, all access to the Apex Curriculum will promptly cease, and Client will immediately pay all amounts due to Apex Learning up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement: Sections 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3, and 10, as well as applicable provisions of Exhibit D.

10. **Miscellaneous.**

- 10.1. ***Relationship of Parties.*** Client and Apex Learning are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.
- 10.2. ***Force Majeure.*** For a reasonable time period, Apex Learning will be excused from delay, breach of this Agreement, or failure in performance under this Agreement due to causes beyond Apex Learning's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms, or other similar causes.
- 10.3. ***Notices.*** Any notices given under this Agreement shall be delivered in writing either by messenger or overnight delivery service, with a confirmation of delivery, and addressed to Apex Learning or Client at the address stated in the table below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	Apex Learning Contact	Client Contact
Individual Name and/or Title	Manager, Contracts	Nick DePompei
Organization	Apex Learning Inc.	Revere Local School District
Address	1215 Fourth Avenue, Suite 1500	3496 Everett Road
City, State, Zip	Seattle, WA 98161	Richfield, OH 44286
Phone	206-381-5600	330-666-4155

- 10.4. ***Assignment.*** Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or

transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

- 10.5. **Waiver/Severability.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.
- 10.6. **Governing Law/Attorneys' Fees.** This Agreement will be governed by and construed under the laws of the State of Ohio (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.
- 10.7. **No Third-Party Beneficiaries.** This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.
- 10.8. **Entire Agreement.** This Agreement, including without limitation all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written, regarding such subject matter. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.
- 10.9. **Execution in Counterparts/Electronic Signatures.** This Agreement may be executed in any number of separate counterparts, each of which together shall constitute a single agreement, but each together shall constitute one and the same instrument. Each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of the exchange of signed counterparts in .pdf format or the use of a mutually agreed-upon electronic signature process. Any copy of this Agreement electronically signed by both parties pursuant to any such mutually-agreed electronic signature process will be deemed to be an original.

IN WITNESS WHEREOF, the authorized representatives of Apex Learning and Client identified in the signature block below agree to the terms and conditions set forth in this Agreement.

Apex Learning Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Revere Local School District

By:  _____

Print Name: Matthew L. Montgomery

Title: Superintendent

Date: 9/18/20

EXHIBIT A
Digital Curriculum Solutions

1. ***Apex Curriculum:***

- ***ALVS Enrollments:*** Client may enroll students in ALVS courses at \$300.00 per semester course enrollment.

The following withdrawal policy applies to ALVS enrollments:

- If a student is withdrawn from a course prior to the course start date, Client will receive a credit equal to 100% of the purchase price for the enrollment.
 - If a student is withdrawn from a course on or before the 28th day of the course, Client will receive a credit equal to the purchase price for the enrollment less a non-refundable administration fee of \$75.00.
 - If a student is withdrawn from a course after the 28th day of the course, Client will not receive any credit.
- ***ALVS 10-week Credit Recovery Enrollments:*** Client may enroll students in ALVS prescriptive courses for credit recovery for up to 10 weeks at \$175.00 per enrollment.

The following withdrawal policy applies to ALVS 10-week credit recovery enrollments:

- If a student is withdrawn from a course prior to the course start date, Client will receive a credit equal to 100% of the purchase price for the enrollment.
 - If a student is withdrawn from a course on or after the course start date, Client will not receive any credit.
- Any credit balance for ALVS and/or ALVS 10-week credit recovery enrollments must be used within 12 months of the date the credit is issued and may be applied toward the purchase of any Apex Learning products or services. There are no refunds.

EXHIBIT B
Invoice Schedule

Apex Learning will invoice Client by the fifth business day of each month through September 8, 2021 for ALVS Enrollments and/or ALVS 10-week Credit Recovery Enrollments accepted by Apex Learning in the prior month, less the amount of any applicable credit.

EXHIBIT C

User Support

1. **General.** Apex Learning will provide Client Users with support via a toll-free phone number (for U.S. calls only), online chat and/or email. Phone support will be available from Apex Learning Monday–Friday from 5:00 a.m. to 7:00 p.m. Pacific Time. Apex Learning will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Apex Learning website through which Client Users access the Apex Curriculum and/or by a voicemail greeting.
2. **Disclaimer.** Apex Learning’s ability to support Client Users with respect to the Apex Curriculum depends on Client (a) providing Apex Learning with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Apex Curriculum, (b) cooperating in a timely manner with Apex Learning’s efforts to diagnose the source of problems, (c) making available to Apex Learning appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Apex Learning in a timely manner. In addition, Apex Learning is not responsible for Client User problems that stem from Client’s Internet connection, any Client or third-party hardware or software, or Client’s own network.

EXHIBIT D

Student Data Privacy and Protection Addendum

1. Definitions.

- a. **“FERPA”** means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and the applicable regulations promulgated thereunder, as amended from time to time.
- b. **“Student Data”** means Personally Identifiable Information (as defined under FERPA) from an Education Record (as defined under FERPA) maintained or processed by Apex Learning in connection with the performance of its obligations under this Agreement.
- c. **“Targeted Advertising”** means presenting an advertisement to a student where the advertisement is selected based on information obtained or inferred over time from that student’s online behavior, usage of applications, or Student Data. Targeted Advertising does not include advertising to a student at an online location based on that student’s current visit to that location or in response to a student’s request for information or feedback, without the retention of a student’s online activities or requests over time for the purpose of targeting advertisements.

2. **Compliance with Laws.** Apex Learning agrees to comply with all Applicable Laws (as defined below in this Section 2) in the performance of its obligations under this Agreement. Client agrees to comply with all Applicable Laws in its use of access to the Apex Curriculum, including when providing Apex Learning with access to Student Data under this Agreement. **“Applicable Laws”** as used herein include FERPA and other applicable federal and state laws regarding the protection of Student Data.
3. **Use of Student Data.** Apex Learning will only use Student Data to perform its obligations under this Agreement.
4. **Confidentiality of Student Data.** Apex Learning will not disclose Student Data to a third party except as follows: (a) with the prior written consent of the parent or guardian of the student to whom the Student Data pertains or, if the student is an adult, the adult student; (b) as may be required by law, including subpoena or court order; (c) to authorized representatives of Apex Learning in connection with Apex Learning’s performance of its obligations under this Agreement and provided such authorized representatives have agreed in writing to maintain the confidentiality of such Student Data; (d) to law enforcement to protect the safety of individuals; or (e) to a successor entity following the purchase, merger, or other type of acquisition of Apex Learning, or the purchase of Apex Learning’s assets, so long as the successor entity continues to be subject to the provisions of this Agreement. Client will maintain the confidentiality of Client User credentials that enable access by such Client Users to the Apex Curriculum. Further, Client is responsible for cancelling the Client User credentials of any Client User who no longer needs access to the Apex Curriculum.
5. **Parental/Legal Guardian/Adult Student Consent.** Client is responsible for obtaining any necessary consent from parents, legal guardians and adult students for the disclosure of Student Data by Client to Apex Learning and by Apex Learning to Client as is reasonably necessary for Apex Learning to perform its obligations under this Agreement.
6. **Data Privacy & Security Safeguards.** Apex Learning will establish and maintain reasonable administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of Student Data in its custody, including encryption of Student Data while in motion and at rest.
7. **Correction of Inaccurate Information.** Upon request, Apex Learning will assist Client in using the Apex Curriculum administrative tools so Client may access and correct any factually inaccurate Student Data.
8. **Prohibition on Targeted Advertising.** Apex Learning will not use Student Data to engage in any Targeted Advertising.

9. **Notice of Data Breach.** Apex Learning will notify Client if Apex Learning becomes aware of any breach of Apex Learning security resulting in an unauthorized release of or unauthorized access to Student Data, in accordance with applicable state or federal law. Similarly, Client will notify Apex Learning if Client becomes aware of any misuse of Client access credentials for the Apex Curriculum.
10. **Storage in the United States.** Student Data will be stored on servers or other computers operated and maintained by or on behalf of Apex Learning in the United States.
11. **Treatment of Student Data on Conclusion of Client Access to Apex Curriculum.** Following conclusion of Client's access to the Apex Curriculum under this Agreement, Apex Learning will store Student Data on Client's behalf for the lesser of (a) up to thirteen months so that the Student Data remain available should Client seek to renew access to the Apex Curriculum, (b) a period specified by Client in writing, or (c) the period (if any) dictated by Applicable Law (the applicable (a), (b) or (c) being the "Maintenance Period"). The maintenance of Student Data in this manner will constitute part of the Services. At the end of the Maintenance Period, Apex Learning will de-identify all Student Data (i.e., so that they no longer qualify as Personally Identifiable Information under FERPA) in accordance with Applicable Laws, unless Client has renewed access to the Apex Curriculum.