

ATTACHMENT T -				
FINAL				
Permanent Appropriations FY 15/16				
Summary by Fund Number				
		9/15/15	0/00/2016	
		INITIAL FY16	TOTAL / FINAL	
FUND NAME	FUND #	APPROPRIATED	APPROPRIATIONS	DIFFERENCE
GENERAL FUND CLASS				
GENERAL FUND	001	\$35,481,654.00	\$35,581,654.00	\$100,000.00
Total General Fund Class		\$35,481,654.00	\$35,581,654.00	\$100,000.00
SPECIAL REVENUE CLASS				
PUBLIC SCHOOL SUPPORT	018	\$140,000.00	\$145,600.00	\$5,600.00
LOCAL GRANTS	019	\$0.00	\$3,000.00	\$3,000.00
DISTRICT MANAGED ACTIVITY	300	\$390,000.00	\$428,844.00	\$38,844.00
AUXILIARY SERVICES	401	\$345,000.00	\$355,499.97	\$10,499.97
IDEA / SPECIAL EDUCATION	516	\$525,000.00	\$547,174.05	\$22,174.05
TITLE III LEP	551	\$4,921.14	\$0.00	-\$4,921.14
TITLE I	572	\$230,000.00	\$288,581.76	\$58,581.76
IDEA Early Childhood	587	\$0.00	\$9,651.13	\$9,651.13
TITLE II-A TEACHER QUALITY	590	\$42,000.00	\$60,850.98	\$18,850.98
Total Special Revenue Fund Class		\$1,676,921.14	\$1,839,201.89	\$162,280.75
DEBT SERVICE FUND CLASS				
BOND RETIREMENT	002	\$1,433,840.00	\$1,603,095.33	\$169,255.33
Total Debt Service Fund Class		\$1,433,840.00	\$1,603,095.33	\$169,255.33
CAPITAL PROJECTS FUNDS CLASS				
PERMANENT IMPROVEMENT	003	\$2,000,000.00	\$2,000,000.00	\$0.00
BUILDING	004	\$892,398.43	\$892,067.36	-\$331.07
OHIO NETWORK K-12	451	\$7,200.00	\$7,200.00	\$0.00
Total Capital Projects Fund Class		\$2,899,598.43	\$2,899,267.36	-\$331.07
ENTERPRISE FUND CLASS				
FOOD SERVICE	006	\$925,000.00	\$841,710.00	-\$83,290.00
UNIFORM SCHOOL SUPPLY	009	\$114,000.00	\$160,805.00	\$46,805.00
SPECIAL ENTERPRISE	020	\$0.00	\$0.00	\$0.00
SPECIAL ROTARY	014	\$6,000.00	\$0.00	-\$6,000.00
Total Enterprise Fund Class		\$1,045,000.00	\$1,002,515.00	-\$42,485.00
INTERNAL SERVICE FUND CLASS				
EMPLOYEE BENEFITS	024	\$50,000.00	\$47,800.00	-\$2,200.00
Total Internal Service Fund Class		\$50,000.00	\$47,800.00	-\$2,200.00
TRUST FUND CLASS				
STUDENT ACTIVITY TRUST	007	\$16,000.00	\$27,341.00	\$11,341.00
ENDOWMENT	008	\$150.00	\$150.00	\$0.00
Total Trust Fund Class		\$16,150.00	\$27,491.00	\$11,341.00
AGENCY FUND CLASS				
DISTRICT AGENCY HEALTH CARE	026	\$4,000,000.00	\$4,217,411.00	\$217,411.00
STUDENT MANAGED ACTIVITY	200	\$127,000.00	\$151,000.00	\$24,000.00
UNCLAIMED FUNDS & ATH TOURNAMENTS	022	\$5,000.00	\$24,574.95	\$19,574.95
Total Agency Fund Class		\$4,132,000.00	\$4,392,985.95	\$260,985.95

New Document

ATTACHMENT T -		
Temporary Appropriations FY 16/17		
Summary by Fund Number		
		07/01/16
		TEMPORARY
FUND NAME	FUND #	APPROPRIATIONS
GENERAL FUND CLASS		
GENERAL FUND	001	\$9,000,000.00
Total General Fund Class		\$9,000,000.00
SPECIAL REVENUE CLASS		
PUBLIC SCHOOL SUPPORT	018	\$37,000.00
LOCAL GRANTS	019	\$20,000.00
DISTRICT MANAGED ACTIVITY	300	\$108,000.00
AUXILIARY SERVICES	401	\$89,000.00
IDEA / SPECIAL EDUCATION	516	\$137,000.00
TITLE I	572	\$73,000.00
IDEA Early Childhood	587	\$3,000.00
TITLE II-A TEACHER QUALITY	590	\$16,000.00
Total Special Revenue Fund Class		\$483,000.00
DEBT SERVICE FUND CLASS		
BOND RETIREMENT	002	\$401,000.00
Total Debt Service Fund Class		\$401,000.00
CAPITAL PROJECTS FUNDS CLASS		
PERMANENT IMPROVEMENT	003	\$500,000.00
BUILDING	004	\$10,000.00
OHIO NETWORK K-12	451	\$7,200.00
Total Capital Projects Fund Class		\$517,200.00
ENTERPRISE FUND CLASS		
FOOD SERVICE	006	\$211,000.00
UNIFORM SCHOOL SUPPLY	009	\$41,000.00
SPECIAL ENTERPRISE	020	\$0.00
SPECIAL ROTARY	014	\$0.00
Total Enterprise Fund Class		\$252,000.00
INTERNAL SERVICE FUND CLASS		
EMPLOYEE BENEFITS	024	\$12,000.00
Total Internal Service Fund Class		\$12,000.00
TRUST FUND CLASS		
STUDENT ACTIVITY TRUST	007	\$7,000.00
ENDOWMENT	008	\$100.00
Total Trust Fund Class		\$7,100.00
AGENCY FUND CLASS		
DISTRICT AGENCY HEALTH CARE	026	\$1,055,000.00
STUDENT MANAGED ACTIVITY	200	\$38,000.00
UNCLAIMED FUNDS & ATH TOURNAMENTS	022	\$6,000.00
Total Agency Fund Class		\$1,099,000.00
GRAND TOTAL ALL FUNDS		\$11,771,300.00

New Document

Attachment T- 8

Schedule of Transfers and Advances
From the General Fund
6/28/2016

Transfers To (Authorization not to exceed the amount listed below)

Sub-total of Transfers	\$0.00
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Advances To (Authorization not to exceed the amount listed below)

1. Six B 516 9216	\$424,047.59
2. Title I 572 9216	\$166,824.06
3. Title IIA 590 9216	\$31,250.98

Sub-total of Advances	\$622,122.63
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Total of Transfers and Advances	\$622,122.63
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Return of Advances to General Fund

1. Food Services 006/000	\$150,000.00
2. Insurance 024/000	\$20,000.00
3. Athletic 300/920A	\$100,000.00

Total Returns of Advances	\$270,000.00
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New Document

The Board of Education of the Revere Local School District, Ohio, met in regular session on June 28, 2016, commencing at 5:30 p.m., in the Board Room of the Administration Building, 3496 Everett Road, Richfield, Ohio, with the following members present:

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following resolution:

A RESOLUTION DETERMINING TO PROCEED WITH SUBMITTING TO THE ELECTORS OF THE SCHOOL DISTRICT THE QUESTION OF THE ISSUANCE OF SCHOOL FACILITIES IMPROVEMENT BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF \$68,200,000, PURSUANT TO SECTION 133.18 OF THE REVISED CODE.

WHEREAS, on May 17, 2016, this Board adopted a resolution declaring the necessity of submitting to the electors of this School District at an election to be held in the School District on November 8, 2016, the question of the issuance of bonds in the aggregate principal amount of \$68,200,000 for the purpose set forth in Section 1 of this resolution (the Bonds) and the levying of a tax to provide for the payment of the debt charges on the Bonds and any anticipatory securities, a copy of which resolution was certified to the Summit County Fiscal Officer; and

WHEREAS, on June 15, 2016, the Summit County Fiscal Officer certified to this Board that the total current tax valuation of the School District is \$ 907,867,190 and the estimated average annual property tax levy required throughout the stated maturity of those bonds to pay the debt charges on them, calculated in the manner provided in Section 133.18(C) of the Revised Code, is 4.10 mills for each one dollar of tax valuation, which amounts to 41.0 cents for each one hundred dollars of tax valuation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Revere Local School District, County of Summit, State of Ohio, that:

Section 1. This Board determines to proceed with submitting to the electors pursuant to Section 133.18 of the Revised Code, at an election to be held on November 8, 2016, the question of issuing the Bonds in the aggregate principal amount of \$68,200,000 for the purpose of constructing, renovating, remodeling, adding to, furnishing, equipping and otherwise improving School District buildings and facilities and acquiring, improving and equipping sites for such buildings and facilities, and levying a tax to pay the debt charges on the Bonds and on any notes issued in anticipation of the Bonds. The average annual property tax levy required throughout the stated maturity of the Bonds (30 years) to pay those debt charges has been estimated by the Summit County Fiscal Officer to be 4.10 mills for each one dollar of valuation, which amounts to 41.0 cents

for each one hundred dollars of valuation, and this Board estimates that the tax for debt charges on the Bonds and any anticipatory securities will first be levied in 2016 and first collected in calendar year 2017.

Section 2. The Treasurer of this Board is authorized and directed to certify to the Summit County Board of Elections before the close of business on Wednesday, August 10, 2016: (i) a copy of the resolution adopted by this Board on May 17, 2016, declaring the necessity of the bond issue and providing for the principal of the Bonds to be paid over a maximum of 30 years, which number of years is hereby certified to the Board of Elections; (ii) the certifications of the Summit County Fiscal Officer as to the total current tax valuation of the School District and the estimated average annual property tax levy; and (iii) a copy of this resolution. This Board hereby requests that the Board of Elections give notice of that election and prepare the necessary ballots and supplies for the election in accordance with law.

Section 3. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 4. This resolution shall be in full force and effect from and immediately upon its adoption.

_____ seconded the motion.

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

_____	_____	_____	_____
_____	_____	_____	_____
_____		_____	

TREASURER'S CERTIFICATION

The above is a true and correct extract from the minutes of the special meeting of the Board of Education of the Revere Local School District held on June 28, 2016, commencing at 6:30 p.m., in the Library at Revere High School, 3420 Everett Road, Richfield, Ohio, showing the adoption of the resolution hereinabove set forth.

Treasurer, Board of Education
Revere Local School District, Ohio

Dated: June 28, 2016

New Document



**NOTA Interactive Distance Learning Agreement
WVIZ/PBS ideastream® 2016-17 Agreement**

School/District Revere Local
 Address 3496 Everett Road PO Box 340
 City, Zip Bath OH 44210
 Telephone 330-523-3104
 Superintendent Matthew L. Montgomery

NOTA Membership: xxx \$5,000 for up to 5 buildings
 _____ \$10,000 for up to 10 buildings
 _____ \$15,000 for up to 15 buildings
 _____ \$20,000 for up to 20 buildings

Contact ideastream® for more than 20 buildings

List buildings to participate in NOTA Distance Learning Services:

<u>Hillcrest Elementary</u>	<u>Revere Middle School</u>
<u>Bath Elementary</u>	<u>Revere High School</u>

List additional buildings as an addendum to this agreement.

Amount due for NOTA Membership \$ 5,000

Signature *Claudia Hower*
 Title Treasurer/CFO Date 5/4/2016

Please return the completed NOTA Agreement to John Ramicone by June 1, 2016.

Idea Center
 c/o John Ramicone
 1375 Euclid Avenue
 Cleveland, OH 44115

New Document

policy

OLD/CURRENT

BOARD OF EDUCATION
REVERE LOCAL SCHOOL DISTRICT

FINANCES
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INVESTMENTS

The Board of Education authorizes the Treasurer to make investments of available monies from the funds of the District in securities authorized by State law. These shall include:

- A. bonds, notes, or other obligations of or guaranteed by the United States, or those for which the faith of the United States is pledged for payment of principal and interest thereon but does not include stripped principal or interest obligations of such obligations;
- B. bonds, notes, debentures, or any other obligations or securities directly issued by a Federal government agency or instrumentality;
- C. interim deposits in Board-approved depositories;
- D. ~~bonds and other obligations of the State;~~
- E. no-load money market mutual funds consisting exclusively of obligations described in A. and B. above or repurchase agreements secured by such obligations, provided such investments are made only through banks and savings and loan institutions authorized by R.C. 135.03;
- F. the Ohio Subdivision Fund (STAR Ohio).

REPLACE
WITH #1

Under no circumstances may the Treasurer invest in a derivative as defined by the Revised Code, reverse repurchase agreements, or other funds prohibited by law. The Treasurer shall also not make investments which s/he does not reasonably believe can be held until the maturity date or leverage any investment.

Provided the Treasurer has completed additional training that has been approved under the supervision of the Auditor of State, the Treasurer is authorized to invest to a maximum of twenty-five percent (25%) of the District's interim funds in either or a combined total of:

- A. commercial paper notes issued by a for-profit corporation, business trust or association, real estate investment trust, common-law trust, unincorporated business, or general or limited partnership which has assets exceeding \$500,000,000. Such notes must:
 - 1. be rated at the time of purchase in the highest classification established by at least two (2) rating services;

REPLACE
WITH #2

CONTINUE

policy

BOARD OF EDUCATION
REVERE LOCAL SCHOOL DISTRICT

FINANCES
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CONTINUED # 2

2. have an aggregate value that does not exceed ten percent (10%) of the outstanding commercial paper of the issuing entity;
 3. mature within 180 days after purchase.
- B. Bankers acceptances of banks that are members of the FDIC and whose obligations:
1. are eligible for purchase by the Federal Reserve System;
 2. mature no later than 180 days after purchase.

Investments made by the Treasurer must mature within five (5) years, unless they are matched to a specific obligation or debt of the District.

The Treasurer is also authorized to enter into written repurchase agreements in accordance with 135.14(E) of the Revised Code. Such agreements may be either overnight or within a time not to exceed thirty (30) days and may only involve securities listed in A-E above.

The purpose of the investments is to maximize the returns on the District's excess cash balances consistent with safety of those monies and with the desired liquidity of the investments.

Unless the District's annual portfolio of investments is \$100,000 or less, the Treasurer must place on file with the Auditor of State a written investment policy that has been approved by the Board of Education and signed by all entities conducting investment business with the Board. Earnings on an investment may become a part of the fund from which the investment was made, unless otherwise specified by law.

The Treasurer, acting in accord with the law, may withdraw funds from approved public depositories or sell negotiable instruments prior to maturity.

R.C. 133.23, 135.01-21, 135.22, 45, 135.142, 3317.06, 3315.01, 3315.40, 5705.10

We, the undersigned, having read this investment policy statement,
agree to abide by its provisions, acknowledge comprehension thereof,
and will maintain a copy of the policy in our files.

Revised 1/16/01

Company

Signature

Date

Title

NEW LANGUAGE FOR INSERTION

INVESTMENT POLICY LANGUAGE

#1 Municipal bonds

Bonds and other obligations of the State, or the political subdivisions of this state, provided that, with respect to bonds or other obligations of political subdivisions, all of the following apply:

1. Bonds or other obligations are payable from the political subdivision's general revenues and backed by the full faith and credit of the political subdivision
2. Bonds or other obligations are rated, at the time of purchase, in the three (3) highest classifications established by at least one (1) nationally recognized standard rating service and purchased through a registered securities broker or dealer
3. Aggregate value of the bonds or other obligations does not exceed twenty percent (20%) of interim monies available for investment at the time of purchase, and
4. Treasurer is not the sole purchaser of the bonds or other obligations at original issuance.

No investment shall be made in municipal bonds unless the Treasurer has completed additional training that has been approved by the Treasurer of State and is either conducted by or provided under the supervision of the Treasurer of State.

#2 Commercial paper and bankers acceptances

Upon a two-thirds (2/3's) vote of its members, the Board may authorize the Treasurer to invest up to a maximum of forty percent (40%) of the District's interim funds in either of the following:

- A. Commercial paper notes issued by a for-profit corporation, business trust or association, real estate investment trust, common-law trust, unincorporated business, or general or limited partnership which has assets exceeding \$500,000,000. Such notes must:
 1. Be rated at the time of purchase in the highest classification established by at least two (2) nationally recognized standard rating services
 2. Have an aggregate value that does not exceed ten percent (10%) of the outstanding commercial paper of the issuing entity
 3. Mature not later than 270 days after purchase, and
 4. Be limited to the aggregate of five percent (5%) of interim monies available for investment at the time of purchase, when issued by a single issuer.
- B. Bankers acceptances of banks that are insured by the Federal Deposit Insurance Corporation ("FDIC") and that mature no later than 180 days after purchase.

No investment shall be made in commercial paper or bankers acceptances unless the Treasurer has completed additional training that has been approved by the Treasurer of State and is either conducted by or provided under the supervision of the Treasurer of State.

New Document

**DEPOSITORY AGREEMENT
FOR
ACTIVE, INTERIM, AND/OR INACTIVE GOVERNMENT FUNDS**

6/7/2016

This Agreement between FirstMerit Bank, N.A. ("FirstMerit") and **Revere Local School District** ("Depositor") hereby confirms that it has designated FirstMerit as an approved public depository of its active and interim and/or inactive deposits for the designated period of **8/24/2016 to 8/23/2021** in accordance with Chapter 135 of the Ohio Revised Code (the "Code"). FirstMerit shall not receive or have on deposit at any one time public moneys, including public moneys as defined in section 135 of the Code, in an aggregate amount exceeding thirty per cent of its total assets, as shown in its latest report to the Comptroller of the Currency.

Active, Interim, and/or Inactive Deposits

FirstMerit agrees to accept any combination of Active, Interim, and/or Inactive deposits which, in aggregate, do not exceed a total deposit position of up to \$20 million during the designated period subject to the FirstMerit Deposit Accounts Terms and Conditions with Disclosures. FirstMerit agrees that the amounts credited to the Depositor's active deposit accounts may be drawn against by checks, wire, Automated Clearing House ("ACH") entry, or other available and permitted methods of money transfer executed by person(s) so authorized. FirstMerit must be notified in writing if the person(s) designated as an authorized signer on an account changes.

Whenever any Interim or Inactive deposits are awarded to and accepted by FirstMerit pursuant to the Code, the Interim and/or Inactive moneys shall be evidenced by an interest-bearing account or certificate of deposit at rates agreed upon by FirstMerit and the Depositor.

FirstMerit agrees to secure its obligation under this Agreement and its other obligations as a public depository of the Depositor's Active, Interim, and/or Inactive deposits by depositing with an approved safekeeping trustee, eligible securities in the amount and in the manner required. The Depositor hereby authorizes FirstMerit, on a continuing basis during the term of designation, to substitute securities for those then deposited with such trustee, provided only that the securities being deposited be eligible securities having a market value equal to or greater than the current market value of the securities for which they are to be substituted.

Depositors requiring collateral be secured in compliance with Section 135.181 of the Code do hereby acknowledge the substitution of securities may be made without prior notice to or the approval of the Depositor, in accordance with said Code.

FirstMerit may charge all applicable fees assessable against depository accounts pursuant to its fee schedule currently in force or as hereafter amended.

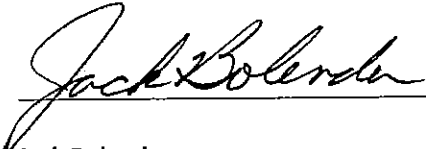
**Revere Local School District
34-6000201**

FirstMerit Bank, N.A.

Official: _____

Title: _____

By: _____



**Jack Bolender
Sr. Vice President**

New Document

Blackboard®

Order Form

Quote #: 00013678

1111 19th Street NW, Washington, DC 20036
Phone: 1-800-424-9299 Fax: 866-891-8612

District/Entity ("CLIENT") Name:
Revere Local School District
3496 Everett Road
PO Box 340
Richfield, OH 44286
Student Enrollment: B (2,001 - 20,000)
Bb Customer Account No: 323336

Client Accounts Payable Information

Is a PO Number Required? (Y/N) _____
PO Number: _____
Contact Name: _____
Contact Telephone Number: _____

* Blackboard will provide Client with the licensed software, support and/or services ("Licenses and Services") to the extent identified in Exhibit A of this Master Agreement Order Form ("Order Form" or "Agreement") for the fees set forth in Exhibit A. The Licenses and Services are subject to the specifications and limitations set forth in Exhibit B, if applicable as well as the Incorporated Contract Documents (listed below and incorporated by reference). If any term of this Order Form conflicts with any Incorporated Contract Document, then this Order Form shall control.

Term

1. Initial Term: Unless otherwise specified in the Licenses and Services set forth in Exhibit A, the Initial Term shall be 24 months following the Effective Date.
2. Unless otherwise specified in the Licenses and Services set forth in Exhibit A, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Blackboard, or Blackboard provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date: 07/01/2016**

Fees and Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Incorporated Contract Documents

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>
Client acknowledges that it has reviewed and accepts each of the above contract documents.

The following Exhibits are attached to this Agreement:

Exhibit A – Fees
Exhibit B – Additional Notes Regarding Licensed Software and Services

EXHIBIT A**Fees**

Product Code	Product Name	QTY	Product or Service Description	Year 1 07/01/2016- 06/30/2017	Year 2 * 07/01/2017- 06/30/2018
PL-APT	Blackboard Mobile Communications App	2775 Students	Annual Fees	\$ 3,600.00	\$ 3,600.00
PL-NOTIF	Blackboard Mass Notifications	2775 Students	Annual Fees	\$ 5,300.00	\$ 5,300.00
SCH-C2E	Blackboard Web Community Manager Essential	5 Sites	Annual Fees	\$ 10,206.80	\$ 10,206.80
SCH-PREM-MISC	Premium Video App	5 Sites	Annual Fees	\$ 500.00	\$ 500.00
			Total	\$ 19,606.80	\$ 19,606.80

* While the Subscription Fees for each of the annual or other periods reflected in the table above are stated as fixed Subscription Fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Blackboard would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Agreement.

EXHIBIT B

Additional Notes Regarding Licensed Software and Services

Schoolwires Centricity2 Essential

Support Package	Premium
Hosted By	Schoolwires
FlexSites (also known as Sections)	250 per Site
Storage	4 GB per Site
Bandwidth	10 GB per month per Site

Premium Video App

Storage	40 GB per Site
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The Premium Video App is powered by MyVRSpot. Storage allocated for the Premium Video App is separate from Centricity2 Storage limits.

Template Library

Client is granted the right, during the Term, to access and use the web-based library of templates made generally available by Schoolwires as part of the Template Library subscription which is specified in the Master Agreement. Client's rights to use these templates shall be subject to the terms and conditions of the Master Agreement which govern the use of Licensed Software.

By signing below, each of Blackboard and Client represent that a) this Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has reviewed and accepted all of the contract documents incorporated into or attached to this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Blackboard

Bill Jones
Name of Authorized Blackboard Officer

Associate General Counsel
Title

Signature

Date

Revere Local School District

Name of Authorized Revere Local School District Representative

Title

Signature

Date

Blackboard Internal Use Only:

Service Agency:	
Account Manager:	Tiffany Haseker

New Document

TEAMCO STANDARD EQUIPMENT MAINTENANCE AGREEMENT

This Agreement between TEAMCO and Revere Local School District hereinafter referred to as CLIENT provides for preventive maintenance and minor service on the equipment in the TV production system and cable TV system.

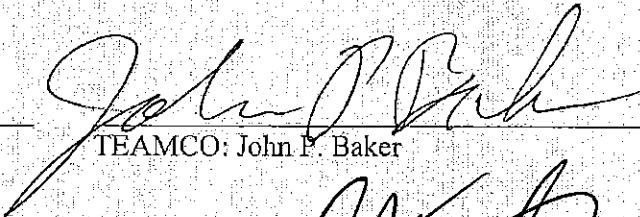
TEAMCO Maintenance and repair responsibilities under this Agreement shall commence on 01-September-2016 and shall terminate on 31-August-2017. TEAMCO'S obligation for maintaining and repairing the equipment shall be limited to the duties and responsibilities stated in this agreement and any attachments hereto.

SPECIFIC TERMS AND CONDITIONS

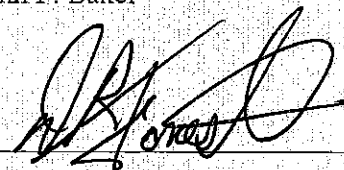
1. TEAMCO will perform one scheduled service call during the school year to clean and test all studio production equipment. For the duration of the contract, TEAMCO will replace as needed, minor overhaul parts. The scheduled service call will be at a mutually agreed upon time and day. TEAMCO will perform one scheduled service call during the school year to clean and test all Field camcorders. For the duration of the contract, TEAMCO will test and check for normal operation, and perform preventive maintenance and minor repairs on the equipment when problems are noted by Revere staff. For the duration of the contract, TEAMCO will provide engineering support for TV coverage and audio system set up of up to three football games, three basketball games, and three special events.
2. Equipment location: Revere High School TV Studio, Main Gym and Football Stadium.
3. The contract amount shall be \$4800.00.
4. TEAMCO shall only be obligated to provide the maintenance duties called for in this Agreement, Monday through Friday during the hours of 8:00 A.M. to 5:00 P.M., with weekends and national holidays specifically excluded. Engineering support for special events is not subject to this limitation.
5. Under this Agreement, preventive service shall include: clean optics and check lens back focus, check and adjust system video levels, check and adjust system timing, check calibration of system monitoring devices (although calibration adjustments beyond those accessible from the front panel of the devices are considered a bench repair), check for normal operation of system devices and check for missing or broken hardware. In addition, under this contract, TEAMCO shall provide repair service at a reduced rate. That rate shall be \$60.00 per hour. TEAMCO shall make best efforts to respond to a service request within 24 hours of being contacted by the CLIENT during coverage period, and TEAMCO further agrees that it will use its best efforts to respond immediately if possible. Repairs will be performed on site or at the TEAMCO repair facility at TEAMCO'S option.
6. This Agreement may be canceled at any time by either party upon ninety- (90) days advance written notice. Should the CLIENT be in default of any of its obligations under this Agreement for a period of ten (10) days after receipt of written notice from TEAMCO, TEAMCO may, in addition to any other written remedies it may have, terminate this Agreement immediately. (e.g.; Failure to make equipment available for repair, permitting continued equipment misuse, non payment, etc.)

7. Under this Agreement, special devices (alignment tapes and jigs, special gages) required for operation checks of the equipment subject to the maintenance responsibilities called for in this Agreement, shall be provided by TEAMCO if they are available from the manufacturer. Service information and manuals on older equipment is the responsibility of the CLIENT.
8. Except as may be stated herein, the parties entering into this contract specifically agree, there are no expressed or implied warranties respecting this agreement and the services provided hereunder, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
9. The parties specifically agree that TEAMCO shall not be liable for loss of data, program material or loss of use of equipment or for any indirect, special or consequential damages arising out of TEAMCO'S performance of its obligations hereunder.
10. In the event CLIENT requests a service call to correct an equipment malfunction and TEAMCO determines during the course of said service call that the call was necessitated by CLIENT'S operator error or CLIENT'S lack of familiarity with the particular system or device, TEAMCO may, at its option, charge CLIENT for said service call at its then prevailing rate for service. Any such charges shall be in addition to any payments called under this Agreement.
11. Under this contract, TEAMCO is not responsible for product improvements or changes that the manufacturer may make in any equipment, software or system during the term of this agreement. Nor shall TEAMCO be required to furnish any parts of assemblies that the manufacturer may invent, change, improve or require as a product improvement during the term of this Agreement. In the event that new equipment is purchased TEAMCO will provide installation and setup adjustment service up to eight service hours. After which new equipment installation or system improvements will be performed at TEAMCO'S standard service rate. New equipment may be added to this contract by mutual agreement of TEAMCO and CLIENT. The cost of adding equipment will be determined by the time remaining in the coverage period and the type of equipment to be added.
12. TEAMCO shall in no way be liable for or responsible for a manufacturer's decision to discontinue support of a product or the availability of any part, device or sub assembly required for maintaining its function. TEAMCO will make best efforts to secure suitable replacement parts in such an event.
13. In the event of a schedule conflict and in order to fulfill it's obligations under this contract, TEAMCO reserves the right hereunder to subcontract any of its contracted responsibilities to a qualified person or entity of its choosing.
14. In the event of long repair times, TEAMCO shall be under no obligation to provide temporary replacement equipment.
15. This Agreement contains the entire understanding of the parties hereto with respect to the service provided herein.

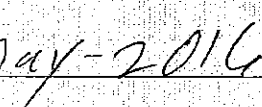
Client


TEAMCO: John P. Baker

Title


~~President~~
Title: CFO

Date


Date 31-May-2016

New Document

AMENDED AND RESTATED
AGREEMENT REGARDING HEALTH BENEFITS PROGRAM
OF THE
SUMMIT REGIONAL HEALTH CARE CONSORTIUM (SRHCC)

WHEREAS, the boards of education of Barberton City School District, Copley-Fairlawn City School District, Cuyahoga Falls City School District, Norton City School District, Revere Local School District, and Wadsworth City School District ("Participating Members"), have entered into an agreement, pursuant to Ohio Revised Code ("O.R.C.") Chapter 167, establishing a regional council of governments known as the Summit Regional Health Care Consortium (SRHCC) for the purpose of promoting cooperative agreements and activities among its Participating Members in purchasing supplies and services and dealing with problems of mutual concern; and

WHEREAS, the Participating Members identified below have determined to undertake a joint self-insurance program ("Health Benefits Program") pursuant to applicable sections of the O.R.C., on a cooperative basis for the provision of certain medical, hospitalization, dental, prescription drug, vision, life, and disability income benefits for their employees and the eligible dependents of those employees ("Covered Persons"), and any other health care benefits which the Participating Members may determine, from time to time, to provide under the Health Benefits Program; and

WHEREAS, comprehensive guidelines for the funding, management and administration of the Health Benefits Program are to be provided in this Amended and Restated Agreement ("the Agreement") among the Participating Members; and

WHEREAS, this Amended and Restated Agreement shall replace and supersede any and all prior individual or joint agreements or contracts entered into by any Participating Member with any organization, consortium, insurance carrier, underwriter or administrator, for the provision of health care benefits of the types specified herein for its employees;

NOW, THEREFORE, it is agreed by and among the Participating Members, on behalf of whom their representative have executed below in accordance with the authorizing resolutions adopted by the board of education or governing authority of the respective Participating Member that:

Section 1. Definitions.

As used in this Agreement, the following words shall have the following meanings:

"*Agreement*" means this Amended and Restated Agreement regarding the Health Benefits Program of the SRHCC and any counterparts hereto, and the Bylaws adopted pursuant to O.R.C. §167.04, as the same may be amended, modified or supplemented in accordance with their terms. This Agreement sets forth the comprehensive guidelines for the funding, management, administration, and operation of the SRHCC.

"Board of Directors" means the managerial board of the SRHCC, established pursuant to and having those powers and duties enumerated in this Agreement and the Bylaws and such other powers and duties that may from time to time be established.

"SRHCC" means the Regional Council of Governments, organized under O.R.C. Chapter 167, consisting of Barberton City School District, Copley-Fairlawn City School District, Cuyahoga Falls City School District, Norton City School District, and Revere Local School District, and such other political subdivisions located within the State of Ohio which may become Participating Members of the SRHCC pursuant to this agreement.

"Covered Persons" means, when used with reference to a Participating Member, the employees of that Participating Member and the dependents of those employees who are eligible for benefits under the Plan of the Health Benefits Program and, when used with reference to the SRHCC shall mean all Covered Persons of all Participating Members.

"Fiscal Agent" means the governing body of the Participating Member selected pursuant to Section 3. of this Agreement or the successor thereto and any agents authorized by that Participating Member and by the Board of Directors to coordinate and administer the Health Benefits Program in accordance with this Agreement.

"Fiscal Year" shall mean the period from July 1 through June 30.

"Health Benefits Program" means the program authorized by this Agreement for the provision of medical, hospitalization, dental, prescription drug, vision, life, disability income or other benefits to Covered Persons of the Participating Members, as those benefits may be revised, from time to time, in accordance with this Agreement.

"Operating Fund" means the fund established by this Agreement and maintained by the Fiscal Agent as a separate fund pursuant to Section 3. hereof, into which it shall place any and all moneys received from the Participating Members for Program Costs. Interest earned on moneys in the Operating Fund shall be paid to that Fund.

"Operational Year" shall mean the period from July 1 through June 30.

"Participating Member" means any board of education or other political subdivision whose governing body has executed this Agreement in its name in accordance with a duly adopted authorizing resolution.

"Plan Document" means the document of a Participating Member describing eligibility for, and the benefits available to Covered Persons of that Participating Member under, the Health Benefits Program.

"Political Subdivision" means any political subdivision as defined in O.R.C. §9.833.

"Program Costs" shall mean all costs described in Section 8. of this Agreement and any other costs incurred in connection with the Health Benefits Program and approved by the Board of Directors.

"Reserve Amount" means that amount which each Participating Member must appropriate and encumber so as to have available moneys sufficient to pay the maximum amount of claims which could be filed by Covered Persons of that Participating Member in any one Fiscal Year under the Health Benefits Program which would not be covered by Stop-Loss Insurance Coverage.

"Reserve Fund" means the Reserve Fund which is established pursuant to Sections 3. and 9. of this Agreement for the purpose of pooling the Reserve Amounts of the Participating Members.

"State" means the State of Ohio.

"Stop-Loss Insurance Coverage" means the insurance coverage described in Section 5. of this Agreement.

"Third-Party Administrator" means an individual or organization obligated under an agreement entered into pursuant to Sections 5. and 6. of this Agreement to provide administrative services to the SRHCC in connection with the processing and payment of claims filed by Covered Persons under the Health Benefits Program.

Section 2. Management and Operation of the Health Benefits Program.

(A) Board of Directors. The Board of Directors of the SRHCC established pursuant to this Agreement, shall have, in addition to its powers and duties under this Agreement and the Bylaws, the following powers and duties in connection with the management and operation of the Health Benefits Program:

- (1) It shall oversee and manage the operations of the SRHCC and the Health Benefits Program, and it shall be responsible for the overall long term financial stability of the SRHCC. In connection therewith, it may contract with any person, political subdivision, non-profit corporation organized under O.R.C. Chapter 1702, or regional council of governments created under O.R.C. Chapter 167 for the purposes of administration of the Health Benefits Program established by this Agreement.
- (2) It shall consider and recommend to Participating Members alternative coverage and benefits.
- (3) It shall consider and determine the amounts of claims to be covered by policies of Stop-Loss Insurance Coverage.

- (4) It shall authorize and direct the employment by the SRHCC of such consultants, or professionals, including a member of the American Academy of Actuaries, as it deems necessary to assist in the administration and management of the Health Benefits Program and/or the Operating Fund.
- (5) It shall determine the total estimated Program Costs for the Health Benefits Program for the next Fiscal Year and the total estimated Program Costs to be allocated to each Participating Member and the necessity for adjustment in each Participating Member's share of Program Costs pursuant to Section 7. of this Agreement.
- (6) It shall review the policies of and select carriers for insurance coverage, including Stop-Loss Insurance Coverage.
- (7) It shall review contracts with and select Third-Party Administrators.
- (8) It shall determine the management fee to be paid to the Fiscal Agent in connection with its services for the Health Benefits Program.
- (9) It may adopt a uniform plan design with respect to the coverage and types of benefits for Covered Persons to be adopted by the Participating Members targeted at maximum cost savings.
- (10) It shall adopt policies and procedures to ensure the confidentiality of any individually identifiable medical information, including but not limited to protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- (11) It shall consider and determine any matter relating to the operation of the Health Benefits Program, including but not limited to:
 - (a) Amendments to or modifications of this Agreement or the Bylaws;
 - (b) Program Costs;
 - (c) Each Participating Member's share of Program Costs;
 - (d) The admission of Participating Members to the Health Benefits Program; and
 - (e) The disqualification of Participating Members.
- (12) Neither the Board of Directors nor its individual members shall be liable for any action taken or omitted in good faith, or for any action taken or omitted by any individual, firm, corporation, or any other organization

selected with reasonable care. Liability insurance covering the Directors and Officers shall be purchased as an authorized expenditure of the SRHCC.

Whenever this Agreement provides for an approval or determination to be made by the Board of Directors, the approval or determination made by the Participating Members' representatives shall constitute the approval or determination of the Board in accordance with this Agreement. Unless otherwise specified in this Agreement or the Bylaws, actions to be taken by the Board of Directors under this Agreement shall require the affirmative vote of at least a majority of the Participating Members' representatives.

(B) Committees of the Board. The Chairperson of the Board of Directors may from time to time appoint ad hoc committees consisting of a majority of the Board. The Chairperson or the Board may change membership of the ad hoc committees at any time. An ad hoc committee shall make recommendations to the Board of Directors but may not bind the Board unless expressly authorized to do so.

Section 3. Fiscal Agent.

(A) Designation. The Fiscal Agent shall be the board of education or governing authority of a Participating Member approved by the Board of Directors in accordance with this Agreement and the Bylaws. The Fiscal Agent shall coordinate and administer the Health Benefits Program in accordance with this Agreement.

(B) Custody and Disbursements from the Operating Fund. The Operating Fund shall be maintained by the Fiscal Agent, or its designee, separate and apart from all other funds of the Fiscal Agent. The Board of Directors may, from time to time authorize and direct the Fiscal Agent to establish separate accounts within the Operating Fund. The Operating Fund shall be subject to the laws of the State concerning the investment and management of public funds, particularly O.R.C. Chapter 135, and shall be the responsibility of the Fiscal Agent or its designee.

The Fiscal Agent shall deposit in the Operating Fund the monthly contributions received from the Participating Members and shall keep a record of each Participating Member's contribution to the Operating Fund. Interest earned on moneys in the Operating Fund shall be credited to the Operating Fund. Amounts in the Operating Fund may be used to pay Program Costs, and each Participating Member assumes the risk of all other Participating Members with respect to the provision of the health care benefits to be provided cooperatively under the Health Benefits Program to the extent of the amounts required by this Agreement and resolutions of the Board of Directors to be paid to the Operating Fund. Disbursements from the Operating Fund may be made by the Fiscal Agent without further authorization or direction from the Board of Directors and subject only to the authorization of certification requirements of the Ohio Revised Code, for the purposes of: (a) the transfer of funds to a Third-Party Administrator for payment of claims, provided that the agreement with the Third-Party Administrator complies with Section 6. of this Agreement, and (b) the payment of premiums for Stop-Loss Insurance Coverage, provided that such Stop-Loss Insurance Coverage has been approved by the Board of Directors pursuant to Section 2. of this Agreement. Additional disbursements may be made from the Operating Fund by the Fiscal Agent at the discretion of the Board of Directors for any proper

purpose of the Health Benefits Program, including but not limited to payment of fees of any Third-Party Administrator, the Fiscal Agent, consultants and lawyers and payment of other operating expenses.

(C) Custody of Reserve Fund. The Reserve Fund established in accordance with Section 9. of this Agreement shall be maintained by the Fiscal Agent separate and apart from all other funds of the Fiscal Agent. The Reserve Fund shall be subject to the laws of the State concerning the investment and management of public funds, particularly O.R.C. Chapter 135, and shall be the responsibility of the Fiscal Agent. The Fiscal Agent shall keep a separate record of each Participating Member's deposits in the Reserve Fund. Interest earned on moneys on deposit in the Reserve Fund shall be credited to that Fund.

(D) Fidelity Bond. The Treasurer of the Fiscal Agent shall obtain and keep in force a fidelity bond, in the amount determined by, and with the surety company approved by, the Board of Directors. In lieu of a separate fidelity bond, the Board of Directors may direct the Treasurer to continue and keep in force the Treasurer's existing fidelity bond. In either case, the Fiscal Agent and the SRHCC shall be beneficiaries of such fidelity bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

(E) Maintenance of Records. The Fiscal Agent shall maintain records which separately identify by Participating Member all contributions from the respective Participating Member for Program Costs. The Fiscal Agent shall maintain or cause to be maintained records which account for all disbursements or transfers from the Operating Fund and Reserve Fund.

(F) Reports. The Fiscal Agent, or its designee, shall make reports to the Board of Directors concerning all contributions to and disbursements from the Operating Fund, and all contributions to and transfers from the Reserve Fund, and shall provide the Board of Directors with copies of any reports of any Third-Party Administrator filed with the Fiscal Agent. In addition, the Fiscal Agent, or its designee, shall provide all information required by any actuary retained by the Board of Directors pursuant to O.R.C. §9.833.

(G) Administrative Fee. In consideration for its services, the Fiscal Agent may receive a fee from the SRHCC in such amount as the Board of Directors shall approve.

Section 4. Actuary and Actuary Report.

The Board of Directors, or its designee, shall retain an actuary, who shall be a member of the American Academy of Actuaries, and who shall review the funds of the SRHCC to determine that they are reserved as necessary in the exercise of sound and prudent actuarial judgment, to cover the potential cost of the Health Benefits Program. To the extent required by applicable laws, the report of the actuary shall report amounts reserved and disbursements made and contain a certification that the amounts reserved, are computed in accordance with accepted loss reserving standards, and are fairly stated in accordance with sound loss reserving principles. The actuary report shall be submitted to the State Superintendent of Insurance. The report shall also

be provided to the State Auditor. The report shall include, but not be limited to, disbursements made for the administration of the SRHCC including claims paid, costs of the legal representation of the Participating Members or the SRHCC, and all fees paid to the Fiscal Agent, actuary, and other consultants or professionals retained by the SRHCC.

Section 5. Provision of Health Care Benefits.

(A) Insurance Coverage. The SRHCC shall administer the provision of medical, hospitalization, dental, prescription drug, vision, life, disability income or any other benefits which may be included, from time to time, in a Participating Member's Plan Document, to all Covered Persons of each Participating Member for all claims incurred during membership in the SRHCC. Such benefits may be provided in whole or in part through (1) insurance policies issued by insurance companies or hospital service associations licensed to do business in the State, or (2) insurance plans which obligate each Participating Member to pay claims costs for its Covered Persons up to a predetermined level and under which an insurance company or companies licensed to do business in the State assume the risk of any additional claims covered by the Plan Document. All insurance policies shall include a provision giving Covered Persons the option to convert to any individual policy in accordance with O.R.C. §3923.122.

Insurance limits, types of claims covered, eligibility for benefits and any deductibles shall be approved by the governing board of each Participating Member and shall be described in the Participating Member's Plan Document. In the event that all Participating Members adopt a uniform plan of benefits, that plan document shall be prepared by the Board of Directors or its designee and shall be provided to each Participating Member by the Board of Directors. The Plan Document may be amended from time to time, subject to the approval of the Board of Directors, to provide alternative or additional types of coverage. Insurance carriers shall be selected by the Board of Directors, which shall review all policies of insurance coverage.

Each Participating Member shall notify the Fiscal Agent, or its designee, and the Third-Party Administrator of the identity of all Covered Persons and supply any other relevant personnel data as may be deemed necessary by the Board of Directors for the administration of the Health Benefits Program,

(B) Stop-Loss Insurance. In the event that the SRHCC determines to adopt a plan for medical, hospitalization, dental, prescription drug, or other insurance benefits under which each Participating Member is obligated to pay claims of its Covered Persons up to a predetermined level, the SRHCC shall purchase Stop-Loss Insurance Coverage on behalf of the Participating Members from an insurance company or companies licensed to do business in the State. That Stop-Loss Insurance Coverage shall obligate the insurance company to pay all amounts in excess of a predetermined, specified dollar amount (the "Stop-Loss Attachment Level") with respect to aggregate claims and/or individual claims of all Covered Persons of all combined Participating Members in any one Fiscal Year.

(C) Third-Party Administrator. In the event that the SRHCC determines to adopt a plan for medical, hospitalization, dental, prescription drug, or other insurance benefits under which each Participating Member is obligated to pay claims up to a predetermined level, the

SRHCC shall enter into a contract with a Third-Party Administrator to evaluate and process the payment of claims. The Third-Party Administrator shall be any organization with experience in the administration of health plan claims determined by the Board of Directors to be qualified, financially sound, and capable of meeting all of the service requirements of the contract of administration and any additional requirements which may be established by the Board of Directors.

The Third-Party Administrator shall perform those duties specified in the contract which shall be entered into between the Third-Party Administrator and the SRHCC in accordance with the provisions of this Agreement.

(D) Confidentiality of Medical Information. The Board of Directors, Fiscal Agent, Third-Party Administrator, and any designees shall adopt policies and procedures to ensure and maintain the confidentiality of any individually identifiable medical information of Covered Persons, including but not limited to protected health information under HIPAA, the names of individuals who have filed claims for health care benefits, the amount of claims filed or paid on behalf of any Covered Person, and the medical records relating to any claims, all of which shall not be public records. Reports required to be made by the Fiscal Agent or Third-Party Administrator under this Agreement to Participating Members or their Representatives, the Board of Directors, or any other person or entity, shall identify claims paid by the line of coverage but shall not include any identification of the individual who filed a claim or to whom benefits were paid.

Section 6. Contracts with Third-Party Administrators.

The Board of Directors shall contract with a Third-Party Administrator and delegate to such Administrator contractual powers and duties as the Board deems desirable. Any contract entered into by the SRHCC with a Third-Party Administrator in connection with the Health Benefits Program shall contain agreements on the part of the Third-Party Administrator to the effect that:

(A) Prior to making a request to the Fiscal Agent, or its designee, for the disbursement of moneys from the Operating Fund to pay claims of Covered Persons, the Third-Party Administrator shall confirm the eligibility of the Covered Persons.

(B) The Third-Party Administrator shall maintain records which account separately for each claim filed by Covered Persons of each Participating Member.

(C) Each request of the Fiscal Agent from the Third-Party Administrator for the disbursement of moneys from the Operating Fund for the payment of claims is to be paid.

(D) The Third-Party Administrator shall file monthly reports with the Fiscal Agent on or before the fifteenth day of each month which summarize the claims paid for the preceding months, separately identifying each claim paid and the Participating Member on behalf of which the claim was paid.

(E) The Third-Party Administrator shall assume sole responsibility for the payment of claims for which the Fiscal Agent, or its designee, has disbursed moneys to the Third-Party Administrator.

(F) The Third-Party Administrator shall submit separate statements for administrative fees to the Fiscal Agent so the Fiscal Agent can separately account for amounts paid under the Health Benefits Program for claims and amounts paid for administrative services.

(G) The Third-Party Administrator shall obtain and keep in force a fidelity bond in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors. The amount of that fidelity bond shall not be reduced without the prior consent of the Board of Directors.

Section 7. Estimate of Costs; Payments by Participating Members.

(A) On or before the May meeting of the Board of Directors in the Fiscal Year preceding the Fiscal Year for which the following estimates are made, the Fiscal Agent or designee, shall submit to the Board of Directors a written estimate of (a) Program Costs for the next Fiscal Year, (b) each Participating Member's share of those Program Costs, as described in Section 8. of this Agreement based on the plan of benefits offered by the Participating Member, and (c) the Reserve Amount required for each Participating Member, as described in Section 9. of this Agreement. Those estimated costs shall be presented in enough detail so that the Board of Directors can determine their sufficiency to maintain the actuarial soundness of the Operating Fund and the Reserve Amounts and to pay all related premiums and costs.

(B) The Board of Directors shall consider the estimates and accept or modify the same, in accordance with any collective bargaining agreement, or provisions thereof, negotiated by the Participating Member and the recognized bargaining representative of its employees. It shall then instruct the Fiscal Agent, or its designee, to deliver to the Participating Members, on or before the 15th day of May, an estimated budget of the Health Benefits Program for the next Fiscal Year, evidencing each Participating Member's share of that budget. If it is necessary to modify an estimate to comply with any negotiated collective bargaining agreements, that modified estimate shall be supplied by the Board of Directors to the Fiscal Agent, or its designee, and then subsequently to the Participating Member as soon as possible thereafter.

(C) Each Participating Member shall include its share of that budget in its annual appropriations resolution (pursuant to O.R.C. Chapter 5705). Each Participating Member shall remit its share of the Program Costs to the Fiscal Agent, or its designee, for deposit in the Operating Fund on or before the twenty-fifth (25th) day of each month.

(D) Payments tendered by third parties on behalf of a Participating Member for the Member's monthly share of the Program Costs may be accepted by the Fiscal Agent, or its designee; however, under no circumstances will refunds be made by the Fiscal Agent to the third party or the Participating Member. The acceptance by the Fiscal Agent of payments tendered by a third party does not confer upon the third party any rights, expectancies, or obligations under this Agreement or the Bylaws.

(E) If the aggregate contributions of all Participating Members made in accordance with that budget prove to be insufficient to pay the total Program Costs of the Health Benefits Program for that Fiscal Year, as determined by the Board of Directors, the Fiscal Agent, at the direction of the Board, shall promptly notify in writing each Participating Member of any additional Program Costs, that Participating Member's share of those additional costs and any additional Reserve Amounts required, whereupon each Participating Member shall appropriate (pursuant to O.R.C. Chapter 5705) the amount stated in that notice. Such additional Program Costs shall be apportioned among the Participating Members in the same proportion as the Program Costs for that Fiscal Year were apportioned among the Members pursuant to Section 8. of this Agreement. In lieu of the foregoing, if the Board of Directors determines that the Reserve Fund is more than sufficient to meet the actuarial requirements calculated in the manner provided in Section 4. of this Agreement, the Board may elect to use the excess reserves to cover the costs.

(F) Each Participating Member shall comply with all applicable laws (including O.R.C. §9.833) with respect to the reservation of funds necessary for any individual or joint self-insurance arrangement included in the Health Benefits Program. To the extent required by applicable laws, each Participating Member shall establish a special fund for the deposit of amounts required by this Agreement to be paid to the Health Benefits Program for any individual or joint self-insurance arrangements. To the extent permitted by law, the aggregate of the Participating Member's appropriation accounts for employee benefits shall be deemed to be a special fund for purposes of O.R.C. §9.833(C)(2).

(G) Under no circumstances shall the Fiscal Agent, or its designee, have the power to incur obligations for Program Costs in an amount which exceeds the total unspent amount appropriated for Program Costs and remitted to the Fiscal Agent by the Participating Members pursuant to this Agreement, except as may be permitted by law.

Section 8. Apportionment of Costs.

Each Participating Member's share of the Program Costs shall be the sum of the costs allocated to each Participating Member by the Board of Directors under paragraphs (A), (B), and (C) of this Section 8. The Board of Directors may utilize the services of an outside consultant to assist it in its preparation of the following estimates:

(A) The Board of Directors shall determine the amount of funds necessary to pay claims of Covered Persons of each Participating Member for the next Fiscal Year by evaluating (1) the claims experience for that Participating Member for any preceding Fiscal Years and the amounts which that Participating Member is obligated to pay for claims under the limits of Stop-Loss Insurance Coverage, (2) allowances which may be made for increased costs or utilization of

benefits, (3) changes, if any, in the number or ages of Covered Persons for that Participating Member, (4) changes, if any, in the types of claims covered by the Health Benefits Program, and (5) any other matters which the Board of Directors deems relevant to such determination. A schedule shall be prepared by the Board of Directors separately identifying the amount to be contributed to the Operating Fund by each Participating Member for claims estimated to be filed by Covered Persons of that Participating Member.

(B) The Board of Directors, or its designee, shall determine the estimated costs of all premiums for Stop-Loss Insurance Coverage for the next Fiscal Year and shall prepare a schedule apportioning the cost of those premiums among the Participating Members in any manner not otherwise prohibited by law.

(C) The Board of Directors, or its designee, shall estimate any fees to be paid to the Fiscal Agent, compensation of any staff hired by the SRHCC to administer the Health Benefits Program, fees to be paid to any Third-Party Administrator and consultants or others for the next Fiscal Year, and any other costs of operating the Health Benefits Program for the next Fiscal Year. The Board of Directors shall develop a schedule apportioning those fees and costs among the Participating Members in any manner not otherwise prohibited by law.

Section 9. Establishment of Reserves.

The Board of Directors, or its designee, shall annually estimate on or before the May meeting the amount of reserve funds which each Participating Member must appropriate and encumber for the succeeding Fiscal Year in order to have funds available to pay all claims which could be made under the Health Benefits Program by Covered Persons of each Participating Member which would not be paid by Stop-Loss Insurance Coverage (hereinafter referred to as "the Reserve Amount"). Each Participating Member shall include its Reserve Amount in its annual appropriations resolution (pursuant to O.R.C. Chapter 5705). Each Participating Member must deposit its Reserve Amount in the Reserve Fund. Amounts in the Reserve Fund shall be invested by the Fiscal Agent in accordance with O.R.C. Chapter 135.

Section 10. Withdrawal of a Participating Member.

(A) Any Participating Member, shall be entitled to withdraw from the SRHCC, provided that the Participating Member has submitted an irrevocable written notice of its intention to withdraw to the Board of Directors at least six (6) months prior to the Participating Member's effective date of withdrawal. The withdrawing Participating Member shall become a non-voting member of the Board of Directors during this six (6) month period. Upon withdrawal by a Participating Member from the SRHCC, the Board of Directors, or its designee, shall determine if the amount of money on deposit in the Operating Fund and the Reserve Fund is sufficient to pay the obligations of the withdrawing Participating Member to the SRHCC as of the effective date of withdrawal, including, without limitation, claims, the withdrawing Participating Member's share of administrative expenses, insurance or reinsurance premiums, fees of claims administrators, cost containment or utilization review contractors, actuaries, and others for the period of participation in the SRHCC. In the event that the amount of money on deposit in the Operating Fund and the Reserve Fund is not sufficient to pay the obligations of the

withdrawing Participating Member, or in the event the withdrawing Member has not met its current obligations to the SRHCC as of the effective date of withdrawal, the Board of Directors or its designee, shall determine the amount owed to the SRHCC by that withdrawing Member, and the Fiscal Agent shall deliver a written notice to the withdrawing Member setting forth the amount owed. That amount shall be paid to the Operating Fund and/or the Reserve Fund within fifteen (15) days of receipt of that notice.

To the extent that the withdrawing participant has satisfied its obligations to the Program Fund, the Consortium agrees that it will pay all claims of eligible officials and employees and dependents of the withdrawing Member that are not covered by a policy of insurance or, if the Program is self-insured, have not been processed and paid by the Consortium at or prior to that Member's withdrawal from the Program for the claims run-out period set forth in the then current policies of the Consortium, which period shall not exceed six months from the date of the former participant's withdrawal. The withdrawing participant specifically waives its rights against the Program Fund and the Program for payment of claims incurred, claims reported and claims processed for payment after the expiration of that claims run-out period.

(B) Failure by any Participating Member, to appropriate and remit when due any of its monthly share of the Program Costs and all other payments required by this Agreement shall cause the suspension of such Participating Member, during which period no claims shall be paid on behalf of such Participating Member and no liability for claims shall accrue to the SRHCC beyond the period for which Program Costs have been paid prior to the suspension of the Participating Member. In addition, any Participating Member who has under fifty percent (50%) participation of eligible employees shall withdraw or be terminated from the SRHCC unless approved by the Board of Directors. Upon withdrawal, under this Section, the withdrawing Member may not become a Participating Member again for a period of three (3) years and until it has fully complied with the procedures contained in Section 11. of this Agreement. This three (3) year period may be waived by the Board of Directors in its sole discretion.

(C) All claims of Covered Persons of the withdrawing Participating Member that have not been processed and paid by the SRHCC at or prior to that Member's effective date of withdrawal from the SRHCC shall not be the liability of the SRHCC. The withdrawing Participating Member specifically waives its rights against the Operating Fund, the Reserve Fund and the SRHCC for the payment of claims incurred, claims reported, and claims processed for payment after its effective date of withdrawal.

(D) Any Participating Member that withdraws from the SRHCC shall have no claim against the funds or assets held by or for the SRHCC. Upon the withdrawal of any Participating Member in accordance with this Section, whether by notice or nonpayment, such withdrawing Member shall forfeit its pro-rata share of any and all funds or other assets held by or for the SRHCC.

Section 11. Inclusion of Additional Participating Members.

Any public school district or other political subdivision within the State of Ohio with at least one hundred (100) eligible participants may apply to the Board of Directors for inclusion in the SRHCC by submitting an application in writing. The one hundred (100) eligible participants requirement may be waived by the Board of Directors in its sole discretion. That application

shall be accompanied by a duly adopted resolution of the applicant's governing body requesting inclusion in the SRHCC and authorizing execution of this Agreement by the applicant. The applicant shall submit to the Board of Directors its insurance claims experience and any other documentation or other records requested by the Board of Directors or Fiscal Agent. The Board of Directors shall determine, whether the applicant should be included in the Health Benefits Program. The applicant shall be included in the SRHCC and deemed a Participating Member upon acceptance by the Board of Directors, execution of this Agreement, and appropriation and remittance to the Fiscal Agent of the initial monthly assessment of Program Costs as determined by the Board of Directors or its designee.

Section 12. Amendments.

This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement by the representatives of the governing bodies of at least two-thirds of the Participating Members. The representative of the governing body shall be the treasurer or designee.

Section 13. Term of the Agreement.

It is the express intention of the Participating Members that this Agreement shall continue for an indefinite term, but may be terminated as provided in Section 14.

Section 14. Termination.

(A) In the event that two-thirds of the governing bodies of the Participating Members, by duly adopted resolutions, determine that this Agreement shall be terminated, the Board of Directors shall meet, within thirty (30) days following receipt of certified copies of those resolutions, to determine the date upon which this Agreement and the activities and operations of the SRHCC shall terminate and to make recommendations to the Participating Members with respect to matters which must be resolved upon termination of the SRHCC which are not addressed by this Agreement.

(B) Upon termination of the SRHCC any moneys on deposit in the Reserve Fund shall be transferred to the Participating Members in the amount each contributed to that Fund, plus that Participating Member's allocable share of any investment earnings on that amount.

(C) Upon termination of the SRHCC, the Operating Fund shall be maintained by the Fiscal Agent and claims accruing prior to the date of termination shall be paid on behalf of the Participating Members from the Operating Fund by the Fiscal Agent and any Third-Party Administrator for a period of ninety (90) days or until the Operating Fund is depleted, whichever shall occur first. Thereafter, the Fiscal Agent shall distribute to each Participating Member the difference between its contributions to the Operating Fund and the total of (1) all claims paid to the Covered Persons of that Participating Member, and (2) that Participating Member's share of all premiums paid for Stop-Loss Insurance Coverage, fees for services of the Third-Party Administrator and other Program Costs.

(D) Upon disbursement of any moneys in the Operating Fund to the Participating Members, all further claims of Covered Persons shall be the liability of their employing Participating Member, and the Participating Members shall be deemed to have waived all rights and claims against the SRHCC's Health Benefits Program, any Third-Party Administrator, and the Fiscal Agent for the payment of claims.

Section 15. Effectiveness.

This Agreement shall not be effective until executed by at least a majority of the Participating Members. Each Participating Member executing this Agreement shall deliver to the Fiscal Agent a certified copy of the resolution of its governing body authorizing execution of this Agreement.

Section 16. Notices: Reports; Miscellaneous.

Any notice to a Participating Member required to be in writing shall be deemed given if left at the office of the representative of such Participating Member or deposited in the United States mail, postage prepaid, by certified mail addressed to that representative.

IN WITNESS WHEREOF, the undersigned representative of the respective Participating Members, pursuant to the duly adopted authorizing resolutions of their governing bodies, have on behalf of their respective Participating Members signed this Agreement on the date indicated below their respective signatures.

BOARD OF EDUCATION

REVERE LOCAL SCHOOL DISTRICT

By: _____
Superintendent

Date: _____

By: _____
Board President

Date: _____

By: _____
Treasurer/CFO

Date: _____

New Document

REVERE LOCAL SCHOOLS

3496 Everett Road, P.O. Box 340, Bath, Ohio 44210-0340
(330) 666-4155 (330) 659-6111 Fax (330) 659-3127 or 659-3523

CONTRACT FOR SERVICES

THIS CONTRACT made and concluded between **Cristina Di Lullo** and Revere Local Schools, 3496 Everett Road, P.O. Box 340, Bath, Ohio 44210-0340.

NOW, THEREFORE, it is hereby mutually understood and agreed as follows:

- (1) **Cristina Di Lullo** agrees to furnish ESY services for a Revere student (Visually Impaired) to the Revere Local School System for the 2014 ESY school year with services commencing no sooner than 6 June 2016 and concluding no later than 18 August 2016.
- (2) **Cristina Di Lullo** will provide the exact hours/schedule to be determined between the therapists and the school system. Maximum total number of recommended hours for ESY in the time period mentioned above is 15 hours. The therapist will adhere to policies and procedures of the Revere School system when providing services to their students as a purchased service.
- (3) Services provided under this agreement shall be performed in accordance with the standards of skills, ethics and practice required of persons providing such services in the State of Ohio, and will, at all times, comply with all laws and regulations governing the provisions of such services, including but not limited to, licensing and educational requirements.
- (4) Revere Local Schools shall reimburse **Cristina Di Lullo** at the rate of \$55.00 an hour. **Cristina Di Lullo** will invoice Revere Local Schools on a monthly basis for hours or services provided in the previous month. Total monies to be paid for ESY services not to exceed \$825.00.
- (5) **Cristina Di Lullo** will be responsible for providing professional liability coverage for the Visual Therapist and will verify current licensure and acceptable medical status.
- (6) This agreement may be cancelled by either party by giving (30) days written notice. Renewal of this agreement for future school terms may occur upon consent of both parties, and fee review annually.

Services may include, but are not limited to: instruction in operating electronic equipment (i.e. brailenote, book reader, computer software program, etc.), braille reading and writing instruction, math (Nemeth) code instruction, instructional planning and consultation with parents and/or school district personnel regarding student progress.

The Teacher for the Blind and Visually Impaired shall report directly to the Director of Student Services. Signatures below reflect an agreement with the above provisions.

Cristina Di Lullo, VI teacher

Date

Board of Education President

Date

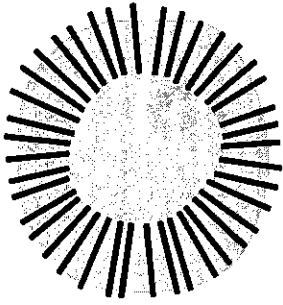
Treasurer

Date

Superintendent

Date

New Document



EA education
alternatives

Day Treatment Service Agreement Day Treatment Program

This **DAY TREATMENT SERVICE AGREEMENT** (the "Agreement") is entered into between Revere Local Schools (the "District"), an Ohio public school, chartered under Chapter 3311 of the Ohio Revised Code, and Education Alternatives ("EA"), an Ohio nonprofit 501(c)(3) organization, with offices at 7777 Exchange Street, Suite 4, Valley View, Ohio 44125.

RECITALS

WHEREAS, public school districts must provide a free an appropriate education ("FAPE") to disabled and handicapped students, in accordance with state and federal laws;

WHEREAS, EA is an accredited service provider equipped to educate emotionally handicapped and other disabled students;

WHEREAS, this Agreement permits the District to place individual students at EA facilities, on an as needed basis during the 2015-2016 school year.

The parties agree as follows:

1. Scope of Services.

1.1. Day Treatment. EA shall provide day treatment services to students placed by the District, including special education instruction, and behavioral and mental health support services. All services EA provides shall be in accordance with all federal and state laws and regulations governing the education of handicapped children.

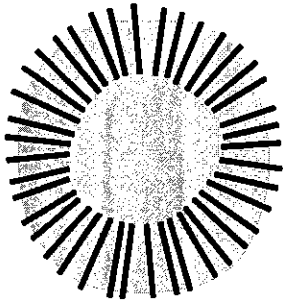
1.2. Related Services. Related services, including but not limited to speech, occupational, and physical therapy, as determined by the student's IEP, will be provided at an additional cost separate from the cost of day-treatment. EA shall get the approval of the District before approving or providing any related services expenditures. EA will invoice the District for the services separately from its day treatment invoices.

2. Term.

2.1. The term of this Agreement shall begin on April 26th, 2016 and will automatically expire June 30th, 2016.

3. Rates and Billing.

3.1. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The



EA education
alternatives

educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 4.2, absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.

3.2. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.

4. Termination Of A Student's Placement.

4.1. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.

4.2. Truancy. EA will suspend billing if a student exceeds ten (10) consecutive unexcused absences. Billing will be resumed if the student returns to school.

4.3. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.

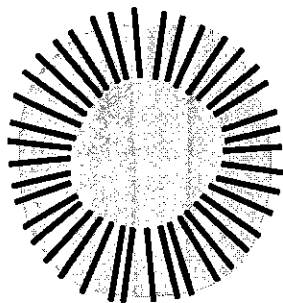
4.4. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.

5. Education Records.

5.1. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactor evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.

5.2. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.

5.3. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.



EA education
alternatives

6. Background Checks And Teacher Licenses.

6.1. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.

6.2. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.

7. Indemnification.

7.1. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other (the "Indemnified Party") (including its Board, individually and collectively, and the Indemnified Party's officers, employees and agents, individually and collectively) from and against any and all claims, liabilities, damages, fines, penalties, taxes, costs and expenses, including reasonable attorneys' fees and costs of settlement, which the Indemnified Party may suffer, sustain or become subject to as a result of, arising out of, or relating to, the Indemnifying Party's breach of this Agreement. The obligation to indemnify shall not survive the expiration or termination of this Agreement.

8. Miscellaneous.

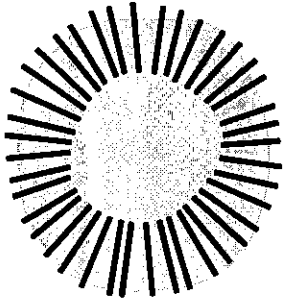
8.1. Merger. This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contractors or communications concerning the matters contained herein.

8.2. Assignment. EA shall not assign this Agreement without the written consent of the District.

8.3. Notices. All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.

8.4. Amendments. All amendments to this Agreement shall be in writing and executed by both Parties.

8.5. Independent Contractor. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.



EA education
alternatives

To evidence the parties' agreement to this Agreement, they have signed and delivered on the date stated in the Preamble.

Education Alternatives

By: _____
Gerald Swartz, Executive Director

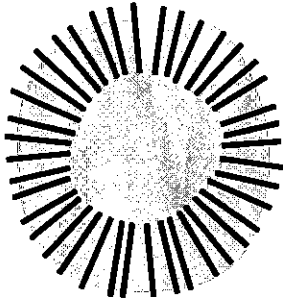
Date: _____

Revere Local Schools

By: _____

Name: _____

Date: _____



EA education
alternatives

Schedule A

Education Alternatives Per Diem Rates 2015-2016

Day Treatment Program CARF-accredited educational and therapeutic program.	\$150
One-on-One Aide Individualized services available in accordance with the student's IEP.	\$152
ECHO Program Computer-based dropout prevention program.	\$45
10 Plus Suspension Program Interim alternative placement option for suspensions and expulsions.	\$83
Vision Quest Program Autism/MH Program, Ravenna facility	\$145

New Document



KidsLink Neurobehavioral Center
2132 Case Parkway North, Suite A
Twinsburg, OH 44087
Phone: 330-963-8600
Fax: 330-963-8680
www.kidslinkohio.com

KIDSLINK SCHOOL DISTRICT CONTRACT

RECITALS

This Placement Contract (hereinafter "Agreement") is made by and between the KidsLink School, LLC and Revere School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Revere School District agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

AGREEMENT

Services:

The Revere School District's team responsibility is to evaluate and provide the most up to date "ETR" and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics, speech and language (60 min.), occupational therapy (60 min.), or total of 120 min. of direct therapy, as well as behavior management. The above services, being presented in an individualized education program "IEP" are the sole responsibility to be developed as well as implemented by KidsLink School. Excluded are any other services not mentioned in this contract.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

Communication:

As part of KidsLink School's primary obligation to provide the most appropriate education to the student, communication between the family and KidsLink School is very important.

KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his education. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length). The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

Term: Placement shall begin September 1, 2016 and end August 31, 2017. Dates of services are identified by the adopted KidsLink School Calendar reflecting 198 days of services in the school year from 9/1/16 to 8/31/17.

At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice.

Program Staffing: KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

Compensation: The total amount per student is as follows:

- \$74,200.00/year
\$6,183.33 per month

Which will be billed in (12) installments of \$6,183.33 beginning September 1, 2016. Invoices will be sent on the 1st of each month with payment due by the 15th of the same month. There will be a 2% discount for payments received by the 1st of each month. The final bill for this contract will be August 1st of 2017.

All checks shall be made payable to KidsLink School, LLC and be addressed to 2132 Case Parkway North, Suite C. Twinsburg, Ohio 44087.

Termination. Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

Drafting of Agreement. Both parties contributed equally in the drafting of the Agreement.

Entire Agreement. This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of any agreement between KidsLink and another party supersedes any other agreement that the other party has entered into with any other party.

Governing Law. This Agreement is made in Summit County Ohio and shall be governed by the laws of Ohio.

KidsLink School, LLC – DIRECTOR

Date

The Revere School District’s Representative
By:

Date

New Document

Orientation and Mobility

Instructor: Judith Ann Harpley

Rate: \$110.00 per session

Contract Period: August 2016 – June 2017

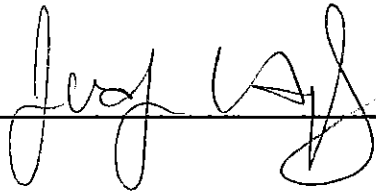
5/16/16

Responsibilities of the vendor:

Judith Ann Harpley/Harpley CS LLC agrees to provide Orientation and Mobility services, consultation and in-service training activities to benefit the students who are identified as visually impaired through the Special Education Department of the Revere Local School District.

The vendor will provide individual instructional training to one visually impaired student at two double sessions per month for the 16/17 school year. She will also receive 4 ESY sessions for orientation to 7th grade classes. The rate is \$110.00 per session. The vendor will assume costs for transportation, clerical expenses and liability.

Vendor



Date

5/16/16

Board of Education

Date

Treasurer

Date

New Document

Revere School Administration
P. O. Box 340
Bath, Ohio 44210

Audiology Services Agreement

This Audiology Services Agreement ("Agreement") is entered into effective as of the First day of August, 2016, between Children's Hospital Medical Center of Akron, Department of Family Child Learning Center ("Children's") and Revere School District ("District").

Whereas, District desires to enter into an arrangement with Children's whereby Children's will provide Audiology Services to their students during the **2016-2017** school year through Family Child Learning Center, and

Whereas, Children's employs or otherwise retains persons who are qualified and trained to furnish audiology services to District and is willing to make the Provider available to District.

Now, therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereby agree as follows:

Article I. Children's Obligations

1.1 Services. In exchange for the payments made to it by the District pursuant to Section 2.1 Children's agrees to make Provider available to provide audiology services to students of District (the "Services"). Children's shall provide an audiologist to provide Services for up to **Thirteen (13)** days from **August 1, 2016 through June 30, 2017**. Services will be provided at various schools operated by the District, as agreed upon by the parties.

1.2 Periodic Meetings. The parties agree that representatives from the District and Children's will meet from time to time to discuss the efficient administration of the Services provided hereunder.

1.3 Children's Employees. The parties understand and agree that the Provider shall be and will remain throughout the term of the Agreement Children's employee. As such, Children's will be solely responsible for the Provider's wages. Further, Children's shall have sole authority regarding the direction and discipline of the Provider and any benefits, and regarding all employment policies, procedures and practices.

1.4 Compliance. Children's shall ensure that Provider meets the District standards and policies and procedures applicable to the provision of Services.

Article II. Obligations

2.1 Consideration. Children's will submit quarterly an invoice for the allowable costs for the performance of work hereunder. District must receive the final invoice no later than sixty days after the expiration of the project period. Invoices shall be submitted to **Revere Schools Administration, Coordinator of Special Services, Attention: Abby Kassel, MA, P. O. Box 340, Bath, Ohio 44210**. The District's total obligation to Children's under this Agreement is

Seven Thousand One Hundred Fifty Dollars (\$7,150.00) in exchange for Children's making Provider(s) available to furnish the Services to the District.

2.2 Services. District shall provide all facilities, services, equipment, and supplies necessary for the provision of Services by Provider hereunder.

2.3 No Hire Covenant. District agrees that it shall not, during the term of this Agreement and for a period of eighteen (18) months following the termination of this Agreement for any reason, directly or indirectly hire, employ, retain or otherwise engage any Provider who at any time provides Services hereunder.

2.4 Retirement Program Obligations. To the extent the Provider is eligible to participate in any state school employee retirement program(s), District is responsible for receiving from Children's any required employee and employer contributions to such program(s), for remitting such contributions to such programs, for enrollment of the Provider, and for all other administrative duties required by applicable law.

Article III. Insurance

Each party shall retain liability for, and shall provide for insurance against, acts and omissions related to the services provided by such party's personnel or any party with whom they contract to provide services on behalf of such party. Each party may provide such liability insurance through a program of self-insurance in such amounts and under such terms as determined in the discretion of each party, but in no event shall such insurance coverage be less than One Million Dollars (\$1,000,000.00) per incident and Three Million Dollars (\$3,000,000.00) annual aggregate.

Article IV. Term and Termination

4.1 Term of Agreement. The term of this Agreement shall be for one school year commencing on August 1, 2016, and ending on the last school day in 2017, and will automatically renew for consecutive one (1) school year terms unless either party provides notice of intent not to renew at least ninety (90) days in advance of the expiration of the then current term.

4.2 Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement. Termination will be effective after alleged breaching party has received written notification from the non-breaching party describing such alleged breach in detail and the alleged breaching party has not cured such breach within thirty (30) days from the receipt of such notice.

4.3 Termination without Cause. Either party may terminate this Agreement without cause during the term of this Agreement by providing ninety (90) days advance written notice to the other party.

4.4 Consequences of Termination. Upon termination of this Agreement for any reason, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination and obligations that are expressly made to extend beyond the term of this Agreement, including, without limitation, the obligation of District to compensate Children's for Services provided through the date of termination in accordance with Section 2.1.

Article V. Miscellaneous

5.1 Amendments. This Agreement may not be amended except by a written amendment executed by both of the parties hereto.

5.2 Entire Agreement. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

5.4 Severability. Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement is rendered illegal, invalid or unenforceable by a federal or state law, rule or regulation, or declared illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

5.5 Headings. Headings are used herein solely for the convenience of the parties and are not part of this Agreement.

5.6 Waiver of Breach. The waiver by a party of a breach of or default under any term or provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach or default under the same or any other term or provision of this Agreement by that party.

5.7 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees or any other similar cause beyond the reasonable control of either party.

5.8 No Third Party Beneficiaries. None of the provisions of this Agreement are for the benefit of or are enforceable by any third party.

5.9 Student Health Records. All student health records shall be the sole and exclusive property of District, subject to any access and copying rights as provided by law. Children's will have reasonable access to such books, records and other materials and information as necessary to perform Services under this Agreement and for other lawful purposes both during and after the term of this Agreement. District will retain all books, records and other materials developed and maintained hereunder for the time periods required by applicable law and generally accepted record keeping practices. District and Children's shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical and Student records.

5.10 Anti-discrimination Clause. Acceptance of this Agreement is evidence of each party's intent to comply with Title VI-VII of the 1964 Civil Rights Act, Section 504 of the Rehabilitation Act and all similar laws which prohibit discrimination because of race, color, national origin, disability, age, sex, religion, and political affiliation in any fact of a party's operation except where such discrimination is a bona fide, documented business necessity.

In Witness Whereof, District and Children's have caused this Agreement to be executed effective as of August 1, 2016.

Children's Hospital Medical Center of Akron

By: _____
Grace Wakulchik, RN, MSN, MBA

Title: Vice President of Operations, Chief Operating Officer

Date: _____

District: Revere School District

By: _____
Name

Title: _____

Date: _____

New Document

THE CLASS OF 2016

CANDIDATES FOR GRADUATION

President - Drew Espinal

Vice President - Dana McKinney

Secretary - Sierra Land

Treasurer - Thomas Kantaras

National Honor Society President - Shelby Kohmann

Student Council President - Caroline Edwards

Willem Sean Ackermann %

Kayleigh Megan Adcock %

Russell Ali Ahsan %

Natalie Justine Allen

Simon David Aramouni %

Allie Jane Bailey

Steven John-Jeffrey Banis %

Brandon Gregory Barton

Kyle Liam Benson

Benjamin Daniel Berry % *

John Parker Bonfiglio %

Mariam Theresa Boulos

Daniel Albert Branch %

Hunter Scott Bridgeman

Abigail Nicole Brock %

Jacob Robert Brokloff

Camryn Cay Brown %

Danielle Marie Buser

Alyssa L'ryn Byvoets

Sharon Melissa Caldwell %

Jillian Elizabeth Carr #

Taylor M. Cherotti

Derick Russell Cherry

Savana Lee Cox

Matthew Brian Crawford

Cameron Aiden Crockett

Jennifer Loren Cross % *

Christopher Kelly Crouse %

Tyler James Davis

Giovanna Tavares Decenzi

Hayley R. Demchak %

Victoria Jing Deng %

Noah Patrick Dennis

Khristian R. Dingus

Alexandria N. Dutkiewicz #

Caroline Helen Edwards %

Chloe Ann Englehart

Andrew Michael Espinal % *

Jay Thaddeus Farrell

Michelle Ann Fazzio

Matthew Steven Fiedler %

Joseph Steven Frattantonio

Perrine Françoise Marie Furet

Joseph R. Gabel

Eric Gee %

Kailey Ann Gentner %

Jillian Marie Gentry

Amanda Natalie Golsen

All Midhat Goulios

Joseph W. Grajzl

Noah Brian Gresser %

Katherine Rose Hanus #

Christian Alexander Harwick %

Hayley Rose Hendrickson #

Hallie Rose Hercheik

Heana Sands Hernandez %

Jarret Louis Heslep

Caidie W. Hesseman

Alexander Jay Hete

David Benjamin Hill %

Michael Christopher Hill %

Devin Thomas Hopkins

Steven John Homolak #

Brooke Noelle Horstall

Robert Bliss House III %

Keegan Scott Lind

Joseph Phillip Lombardi

Hannah M. Lovejoy

Sofiya Lozovskiy %

Kevin Steven Luo # % *

Logan O. Mackulin

Cameron Michael Maffei

Jacob Thomas Majka %

Scott Patrick Marole

Luke Anthony Marsillo

Anthony Russell Mazzola

Margaret Lee McGuigan #

Dana Elizabeth McKinney %

Chad J. McWhorter %

Cameron Robert Megazzini

Patrick Steven Mehal

Abigail Grace Migdal

Alyson Kay Mills %

Nathan Michael Miller

Lance Isak Milovancev %

Paul Garrett Molke

Crystal Anne Mortimer %

Ryan J. Nadzarn

Alyssa Kaelyn Nicholas %

Jacob Robert Nye

Ashley Hanna Oakley %

Jordan Taylor Oldham #

Mark Steven Olsson %

Natalie M. Palopoli #

Anna Marie Parr %

Deep Pramodkumar Patel

Jacquelyn Rose Perrott #

Jacob S. Peterson

Evelyn Marie Piepenbrink %

William David Pinney

Brandi Nicole Podboy %

Nathan David Predojevic

Ellen Eugenia Race %

Abigail Margaret Randall

Asha Jina Ravichandran %

John James Ray

Abigail Jane Reagan #

Allison Renee Remec

Dylan Edward Rohland

Dashiel Zane Rowland %

Justin Richard Sampson

Nicholas Michael Sanders

Mitchell Andrew Sawka %

Nichola Rae Schultz

Danielle Marie Schwanek %

Emily R. Scolari %

Mariam Eve Shockey #

Liam Michael Smartt

Benjamin Paul Smock

Evelyn Anne Solis

Margy Kim Solitt %

Frank Thomas Soukup %

William Ben Spann IV %

Samantha Jo Sprouse

Simon Eliot Stalger

Alexander Michael Stankiewicz

Timothy Clayton Steiner %

John Michael Sternasty #

Jordan Elizabeth Stodd #

Chloe Laing Stile %

Dana Marie Suchy %

Alexandra Crystal Thailing

Sathwika Thodetti %

Austin James Thompson

Thomas C. Tiedt

Megan Louise Travers % *

Brittany Anne Vacha

Kees van der Heyde

Matthew J. Vargo

Caitlin Elyse Vari #

Thomas Allen Viasek Jr. %

Quintin Crandall Vosper

Henry James Wathen

Dana Marie Weidinger

Shayna Rachel Weiland

Leah Pauline Weisburn %

Mason Jon Wendland %

Marissa Lauren Williams %

Mitchell John Williams

Hannah Rae Wilson #

Tyra J. Wofford-VanLew

Emily Elizabeth Wright

Jacob Evan Thomas Yost

Madeline Marie Young

Elyssa Katarina Zablo

Harrison Knight Zeller

Meredith May Zendio #

Bold - National Honor Society.

% - Summa Cum Laude

- Magna Cum Laude

% - Cum Laude

Italics - National Art Honor Society

*National Merit Commended Scholars

% National Technical Honor Society

% Mu Alpha Theta Honor Society

^ Quill and Scroll Honor Society

The Class of 2016 wishes to remember Katherine Babak and James Bennett who are with us today in spirit.

New Document

Revere Local Schools

Administrative Office: 3496 Everett Road, Richfield, Ohio 44286

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

Notice of Intent to Suspend (To Student)

NAME OF STUDENT _____ DATE _____

ADDRESS _____ GRADE _____

PARENT, GUARDIAN OR CUSTODIAN _____

ADDRESS _____

This notice will inform you that you may be suspended from school pursuant to R.C. §3313.66(A). Suspension from school means that while you are suspended you are not allowed to come to school, attend classes or extra-curricular activities, or otherwise participate in other school-related activities. The reason(s) you may be suspended from school is/are as follows:

in violation of paragraphs _____ of the Code of Student Behavior.

This is also to notify you that the Superintendent may seek to permanently exclude you if you are convicted of, or adjudicated a delinquent child for a violation listed in R.C. §3313.662(A) and if you were sixteen (16) years of age or older at the time of such violation.

You now have the opportunity to meet with the appropriate school official (principal, assistant principal, superintendent, or superintendent's designee) at an informal hearing to challenge the reason(s) for the intended suspension, or otherwise explain your actions.

Superintendent, Principal, or Assistant Principal

I hereby acknowledge receipt of this Notice of Intent to Suspend and if age eighteen (18) or older, I consent to notification of my parent, guardian, or custodian.

Signature of Student

Date

cc: Parent

Revere Local Schools

Administrative Office: 3496 Everett Road, Richfield, Ohio 44286

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

Notice of Suspension

(To Parent)

TO:

Date: _____

This letter is to officially notify you that as of _____, your child, _____,
(date) (Student's Name)
is suspended from school for a period of _____ school days. The incident that caused this
suspension has been discussed with your child at an informal hearing. The reason(s) for the
suspension is/are as follows:

in violation of paragraphs _____ of the Code of Student Behavior.

During this suspension, your child will not be permitted to participate in any school activities or
to enter any school premises. Your child will be permitted to return to school on _____.
(date)

You have the right to appeal this suspension to the Board of Education, or the Board's appointed
designee, if applicable; to have a hearing before the Board of Education or its designee in order to
be heard against the suspension; to request that the hearing be held in executive session; and to be
represented at the hearing. If you wish to schedule an appeal hearing in this matter, please
immediately notify the Treasurer of the Board of Education, in writing. Your written notice of
intent to appeal must be postmarked no later than five (5) days after the date of the Notice of
Suspension.

This will also notify you that the Superintendent may seek your child's permanent exclusion if
he/she is convicted of, or adjudicated a delinquent child for a violation listed in R.C.
§3313.662(A), and if the pupil was sixteen (16) years of age or older at the time of such violation.

Superintendent, Principal, or Assistant Principal

cc: Treasurer of Board of Education
Student

Revere Local Schools

Administrative Office: 3496 Everett Road, Richfield, Ohio 44286

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

Notice of Intent to Expel (To Parent and Student)

TO:

Date: _____

This is to notify you that _____ may be expelled from school pursuant to
(Student's Name)

R.C. §3313.66(B) for a period of _____ days. Expulsion from school means that while the child is expelled he/she is not allowed to come to school, attend classes or extracurricular activities, or otherwise participate in other school-related activities. The reason(s) the child may be expelled from school is/are as follows:

in violation of paragraphs _____ of the Code of Student Behavior.

This will also notify you that the Superintendent may seek to permanently exclude the child, if the child is convicted of or adjudicated a delinquent child for a violation listed in R.C. §3313.662(A), and if the child was sixteen (16) years of age or older at the time of such violation.

You and your child have the opportunity to appear before the Superintendent or his/her designee to challenge the reasons for the possible expulsion or to otherwise explain the child's actions. The hearing is to be held not less than three (3) nor more than five (5) school days after this notice is given, but if you are unable to attend at the time indicated below, you have the right to request an extension. If an extension is granted you will be notified of the new time and place. If you do not wish to appear for this hearing, please notify me immediately.

The hearing is to be conducted at ____:____.m. on _____
20____, at _____

Superintendent

cc: Student

Revere Local Schools

Administrative Office: 3496 Everett Road, Richfield, Ohio 44286

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

Notice of Expulsion (To Parent)

TO:

Date: _____

This notice will inform you that _____ has been expelled from
(Student's Name)
school from _____ to _____. The reason(s) for the expulsion is/are as
follows:

in violation of paragraphs _____ of the Code of Student
Behavior.

You have the right to appeal this decision to the Board of Education or to its designee; to be granted a hearing before the Board or its designee in order to be heard against the expulsion; to be represented in the appeal proceeding by a representative of your choosing; and to request that the hearing be held in executive session. If you wish to schedule an appeal hearing in this matter, please immediately notify the Treasurer of the Board of Education. You should also inform the Treasurer of those persons who will be present at the hearing, including the name of any representative you may choose to bring. Your written notice of intent to appeal must be postmarked no later than fourteen (14) days after the date of this Notice of Expulsion.

Please be aware the expulsion may be subject to extension pursuant to R.C. §3313.66(F), if the pupil was sixteen (16) years of age or older at the time of such violation.

This will also notify you that the Superintendent may seek the pupil's permanent exclusion, if the pupil is convicted of or adjudicated a delinquent child for a violation listed in R.C. §3313.662(A), and if the pupil was sixteen (16) years of age or older at the time of such violation.

Superintendent

cc: Treasurer of Board of Education
Student

Revere Local Schools

3496 Everett Road • Richfield, Ohio 44286 • P.O. Box 340 • Bath, Ohio 44210

Notice of Resources for Parents and Students

Pursuant to Ohio Revised Code §3313.66(D), when a pupil is expelled from school for more than twenty (20) school days or for any period of time if the expulsion will extend into the following semester or school year, this notice is provided to the pupil and his/her parent, guardian, or custodian.

This purpose of this notice is to provide you with the names, addresses, and phone numbers of public and private agencies that provide services or programs that work toward improving those aspects of the pupil's attitudes and behaviors that contributed to the incident which gave rise to the expulsion.

AKRON CHILDREN'S HOSPITAL, 215 West Bowery St, Akron, OH 44308

- Psychiatry Referrals or Emergency Assessments 330-543-7472 or 1-866-443-7472
- Family Resource Center 330-543-8180

AKRON FAMILY INSTITUTE, 3469 Fortuna Drive, Akron, OH 44312

- 330-644-3469

CHILD GUIDANCE & FAMILY SOLUTIONS, 18 North Forge Street, Akron, Ohio 44304

- 330-762-0591

COLEMAN BEHAVIORAL HEALTH, 525 East Market Street, Akron, Ohio 44304

- 330-379-0667

GREENLEAF FAMILY CENTER, 580 Grant Street, Akron, Ohio 44311

- (330) 376-9494 ext. 212

SUMMIT COUNTY HEALTH DEPARTMENT, 1867 West Market Street, Akron, Ohio 44313

- Counseling Center for Drug/Alcohol and Behavioral Issues 330-375-2984

SUMMIT PSYCHOLOGICAL ASSOCIATES, INC., 37 North Broadway, Akron, Ohio 44308

- 330-535-8181

WESTERN RESERVE PSYCHOLOGICAL ASSOCIATES, INC., 4833 Darrow Road, Suite 101, Stow, Ohio 44224

- 330-529-5407

Revere Local Schools

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Notice of Emergency Removal

(To Parent)

TO:

Date: _____

This is to notify you that _____ was removed from school today
(Student's Name)

pursuant to R.C. §3313.66(C). A hearing will be held within three (3) school days. I will provide you with notice of the date and time for the hearing as soon as possible. During this period of removal the student is not allowed to come to school, attend classes or extracurricular activities, or otherwise participate in other school-related activities. The reason(s) for this action are as follows:

in violation Sections _____ of the Code of Student Behavior.

Superintendent, Principal or Designee