

REVERE LOCAL SCHOOL DISTRICT
Summit County, Ohio

March 17, 2015

Regular March Board of Education Meeting 6:30 p.m.

RHS Library

The Board of Education has discussed the items listed below in the monthly Special Meeting/Work Session held prior to this Regular meeting. Each action item was reviewed, discussed and evaluated with due diligence and then placed on this agenda for the purpose of voting.

I. CALL TO ORDER – Claudia Hower

II. ROLL CALL

- A. Dana Appel
- B. Claudia Hower
- C. Tom Kelley
- D. Diana Sabitsch
- E. George Seifert

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS

HES – Reading Horizons with Sheila Farrance, Samer Rinehart and Kelly Worsencroft

V. PUBLIC SPEAKS TO AGENDA ITEMS

VI. BUILDING PRINCIPALS' REPORTS

Presentation by Mike Murphey, RHS School Counselor – College Credit Plus

VII. TREASURER'S REPORT, Mr. David Forrest

A. Approval of Minutes

The Treasurer recommends approval of the minutes of the Special Meetings held February 2, 3, 4, 10, 11, 12, and 14, 2015 and the minutes of the Regular Meeting held February 17, 2015. See Attachment T-1 for details.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

B. Approval of Financial Report

The Treasurer recommends approval of the Financial Report for the month of February as found in Attachment T-2.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

C. Donations

The Treasurer recommends the approval, with appreciation, for the donations listed in Attachment T-3.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

D. Purchase Order(s)

The Treasurer recommends that the Board of Education authorize and certify payment of the purchase order(s) listed below since both at the time of the making of this contract or order (then) and at the date of the execution of this certificate (now), that the above amount required to pay this contract or order has been appropriated for the purpose of this contract or order and is in the treasury or in the process of collection to the credit of the funds of the Board of Education and free from any previous encumbrances.

PO #	Date	Vendor	Amount	Requested by
0151270	10/2/14	PRN Therapy Services	\$2,794.50	Central Office
0152530	2/26/15	Cardinal Mooney HS / tournament	\$2,649.20	RHS Athletics
0152553	2/27/15	Grand Strand Softball Classic/tournament	\$2,500.00	RHS Athletics

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

E. Membership in NOTA for the 2015 – 2016 School Year

The Treasurer recommends renewal of the annual membership in North Ohio Technology Association (NOTA)/WVIZ/PBS/Ideastream for distance learning as noted in Attachment T-4.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

F. Landscaping Contract

The Treasurer recommends that the Board of Education approve a one-year contract with Nason Landscaping, Inc. to maintain all designated grassy areas, shrubbery beds, trees and woody ornamentals at all District buildings per the bidding below:

<u>Vendor</u>	<u>Bid</u>
Nason Landscaping	\$29,200.00
Suncrest Gardens	\$32,700.00
RB Stout	No Bid

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

G. Approval of District Emergency Operating Plan

The Treasurer recommends that the Board of Education approve changes to the Emergency Operating Plan (EOP) as follows:

- a. Active Shooter
- b. Terrorism
- c. Hazardous Materials

In addition, the Treasurer recommends approval of new sections as follows:

- a. Incident Command
- b. Reunification Command
- c. Reunification Locations
- d. Reunification Procedures

The plan has been reviewed by the Board of Education in Executive Session and is a document confidential by nature.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

H. Architect Fees

The Treasurer recommends approval of the fee schedules for GPD as listed below:

- RMS Hot Water System Replacement - \$11,070 Plus Reimbursables
- RMS Sewer Project - \$23,720 Plus Reimbursables
- BES Door Project (Original Building) - \$14,390 Plus Reimbursables

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

I. Epiphany Contract Termination

The Treasurer recommends the termination of the above contract at the conclusion of the current agreement which is June 30, 2015, whereas this action meets the 90-day notice requirement.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

J. NEONET Service Contracts (3)

The Treasurer recommends approval of the three provider and support contracts for services from NEONet per the attached agreements which cover Internet Services, Voiceover IP and Wireless (Broadband) Services.

- Attachment T-5 Internet Services
- Attachment T-6 VoIP Services
- Attachment T-7 Broadband Services

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

VIII. BOARD MEMBERS' REPORTS

- A. Finance/Audit Committee
- B. Facilities and Grounds Committee
- C. Legislative Report
- D. Cuyahoga Valley Career Center

IX. SUPERINTENDENT'S REPORT, Dr. P. Joseph Madak

Personnel – Certificated/Licensed

A. Certificated/Licensed Employee – Leave of Absence (LOA) 2014-2015 School Year

It is recommended that the Board of Education approve a LOA for Amy Bitong, Grade 1, per provisions of the current REA negotiated agreement, effective on or about May 28, 2015 through the end of the 2014-2015 school year.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

B. Certificated/Licensed Employee – Leave of Absence (LOA) 2015-2016 School Year

It is further recommended that the Board of Education approve a LOA for Amy Bitong, Grade 1, beginning August 17, 2015 with a return to work on or about January 4, 2016 of the 2015-2016 school year.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

C. Long Term Substitute – Samer Rinehart’s LOA

It is recommended that the Board of Education approve Shannon Davey as the long term substitute for Samer Rinehart’s LOA effective on or about April 20, 2015 to on or about June 1, 2015.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

D. Supplemental Contracts – 2014/2015 School Year

It is recommended that the Board of Education approve the following with compensation per the current REA negotiated agreement:

RMS Track

Todd Casey-Asst Coach

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

Personnel – Classified

A. Substitutes – Classified – 2014/2015 School Year

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

Angie Hendrickson Substitute Secretary Effective on or after March 10, 2015

Cheryl King Substitute Intervention Asst (Aide) Effective on or after March 16, 2015

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

Student Services

A. Home Instruction Services

It is recommended that the Board of Education approve Christine Glowe to provide five (5) hours of Home Instruction for a student unable to attend school due to medical reasons, with compensation at the tutor rate of \$26.75 per hour. It is further recommended that the Board of Education approve another 7.5 hours at \$26.75 per hour for Christine to provide Home Instruction to a student to complete coursework at the high school.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

Other Business

A. Education Resolution – Moratorium on State Assessments

It is recommended that the Board of Education approve the Education Resolution detailed in **Attachment 1** supporting a one-year moratorium on accountability measures as defined in the body of the resolution.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

B. Pupil Transportation 2014/2015 School Year

It is recommended that the Board of Education approve the following resolution. This resolution to declare transportation impractical for certain identified students is presented pursuant to the requirements of Ohio Revised Code Chapter 3327 and the procedures set forth by the Ohio Department of Education. The resolution follows careful evaluation of all other available options prior to consideration of impracticality.

The Superintendent of Revere Local School District recommends that the board of education adopt the following resolution:

WHEREAS the students identified below have been determined to be residents of the Revere Local School District, and eligible for transportation services; and

WHEREAS after a careful evaluation of all available options, it has been determined that it is impractical to provide transportation for these students to their selected schools; and

WHEREAS the following factors as identified in Revised Code 3327.02 have been considered:

1. The time and distance required to provide the transportation
2. The number of pupils to be transported
3. The cost of providing transportation in terms of equipment, maintenance, personnel, and administration
4. Whether similar or equivalent services is provided to other pupils eligible for transportation
5. Whether and to what extent the additional services unavoidably disrupts current transportation schedules
6. Whether other reimbursable types of transportation are available, and

WHEREAS the option of offering payment in lieu of transportation is provided in Revised Code: Therefore Be It

RESOLVED that the Revere Board of Education hereby approves the declaration of impractical to transport for the identified students, and is offering them payment in lieu of transportation.

See **Attachment 2**.

- Prorated based upon dates of enrollment.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

C. Affiliation with the Cuyahoga County Educational Service Center

It is recommended that the Board of Education approve affiliation with the Cuyahoga County Education Service Center (CCESC) and the 2015-2017 Primary Service Agreement between the CCESC and the Revere Local School District Board of Education effective July 1, 2015 as detailed in **Attachment 3**.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

D. Agreements for District Conversion – Days to Hours

It is recommended that the Board of Education approve the Memoranda of Understanding (MOUs) from REA and OAPSE noted below in support of a request to the Ohio Department of Education to adopt the option of defining Revere Local School District's student days in hours rather than days.

Attachment 4 REA MOU

Attachment 5 OAPSE MOU

It is further recommended that the Board of Education approve moving forward with the ODE application to define the school year in hours rather than days for the increased flexibility hours provide in dealing with calamity days.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

X. REPORTS FROM CENTRAL OFFICE TEAM

- A. Director of Student Services
- B. Director of Curriculum and Instruction

XI. INFORMATIONAL ITEMS

- A. There will be a **Special Meeting April 14, 2015**.
- B. There will be a **Regular Meeting April 21, 2015**.

XII. CONCERNS OF THE PUBLIC AND COMMUNITY ANNOUNCEMENTS

The Board values and encourages public comment on educational issues. Meetings of the Board of Education are for the purpose of conducting Board business in a public setting, with the exception of Executive Sessions for specific purposes defined by law. Board of Education meetings, while held primarily in a public setting, are not designed for extensive public input. Per Board Policy, each participant is limited to five (5) minutes of speaking time.

Anyone having an interest in the actions of the Board may participate during the open forum portion of the meeting. Please identify yourself to the Board President or the Superintendent prior to the meeting. Should your comments include a request for information or extended dialogue it may be necessary and more appropriate that a subsequent meeting with Board and/or Administrative representatives be scheduled to fully address issues.

The public may offer objective criticism of school operations and programs, but the Board will not hear complaints about school personnel or other persons at a public session. The Superintendent will advise speakers about other channels provided for Board consideration of complaints involving individuals.

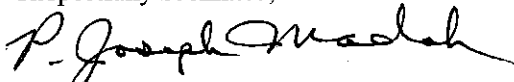
At the proper time during the meeting, participants must be recognized by the presiding officer and must preface their comments by an announcement of their name, their address and group affiliation, if any, prior to addressing the group.

XIII. EXECUTIVE SESSION

- A. **Personnel:** To consider the evaluation, employment and compensation of a public employee.

XIV. ADJOURNMENT

Respectfully Submitted,



P. Joseph Madak
Interim Superintendent

New Document

5:00 PM

February 2, 2015

The President, Mrs. Claudia Hower, called the meeting to order at 5:00 P.M.

Roll Call:

Dana Appel, Present
Claudia Hower, Present
Tom Kelley, Present

Diana Sabitsch, Present
George Seifert, Present

READING OF NOTICE OF SPECIAL MEETING

No action taken

TREASURER-No Action

SUPERINTENDENT-No Action

EXECUTIVE SESSION

Res. 15-103045 Moved by Mrs. Appel, seconded by Mr. Kelley to go into Executive Session at 5:01 P.M. to consider the evaluation, employment and compensation of public employee.

Roll Call: Aye- Appel, Kelley, Hower, Sabitsch, Seifert
Motion Carried.

REGULAR SESSION

Res. 15-103046 Moved by Mr. Seifert, seconded by Mrs. Sabitsch to come out of Executive Session and return to Regular Session at 8:24 P.M.

Roll Call: Aye- Seifert, Sabitsch, Appel, Hower, Kelley
Motion Carried.

ADJOURNMENT

Res. 15-103047 Moved by Mrs. Appel, seconded by Mr. Kelley to adjourn the meeting at 8:31 P.M.

Roll Call: Aye- Appel, Kelley, Hower, Sabitsch, Seifert
Motion carried.

Signed _____
President

Attest _____
Treasurer

Date Approved _____

Revere Board of Education
Administration Building

Special Meeting

5:00 PM

February 3, 2015

The President, Mrs. Claudia Hower, called the meeting to order at 5:00 P.M.

Roll Call:

Dana Appel, Present
Claudia Hower, Present
Tom Kelley, Present

Diana Sabitsch, Present
George Seifert, Present

READING OF NOTICE OF SPECIAL MEETING

No action taken

TREASURER-No Action

SUPERINTENDENT-No Action

EXECUTIVE SESSION

Res. 15-103048 Moved by Mrs. Appel, seconded by Mr. Kelley to go into Executive Session at 5:03 P.M. to consider the evaluation, employment and compensation of public employee.

Roll Call: Aye- Appel, Kelley, Hower, Sabitsch, Seifert
Motion Carried.

REGULAR SESSION

Res. 15-103049 Moved by Mr. Kelley, seconded by Mrs. Sabitsch to come out of Executive Session and return to Regular Session at 9:31 P.M.

Roll Call: Aye- Kelley, Sabitsch, Appel, Hower, Seifert
Motion Carried.

ADJOURNMENT

Res. 15-103450 Moved by Mrs. Sabitsch, seconded by Mr. Kelley to adjourn the meeting at 9:36 P.M.

Roll Call: Aye- Sabitsch, Kelley, Appel, Hower, Seifert
Motion carried.

Signed _____
President

Attest _____
Treasurer

Date Approved _____

Revere Board of Education
Administration Building

Special Meeting

5:30 PM

February 4, 2015

The President, Mrs. Claudia Hower, called the meeting to order at 5:00 P.M.

Roll Call:

Dana Appel, Present
Claudia Hower, Present
Tom Kelley, Present

Diana Sabitsch, Present
George Seifert, Present

READING OF NOTICE OF SPECIAL MEETING

No action taken

TREASURER-No Action

SUPERINTENDENT-No Action

EXECUTIVE SESSION

Res. 15-103051 Moved by Mrs. Appel, seconded by Mr. Kelley to go into Executive Session at 5:31 P.M. to consider the evaluation, employment and compensation of public employee.

Roll Call: Aye- Appel, Kelley, Hower, Sabitsch, Seifert
Motion Carried.

REGULAR SESSION

Res. 15-103052 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to come out of Executive Session and return to Regular Session at 6:32 P.M.

Roll Call: Aye- Sabitsch, Seifert, Appel, Hower, Kelley
Motion Carried.

ADJOURNMENT

Res. 15-103053 Moved by Mrs. Sabitsch, seconded by Mr. Kelley to adjourn the meeting at 6:35 P.M.

Roll Call: Aye- Sabitsch, Kelley, Appel, Hower, Seifert
Motion carried.

Signed _____
President

Attest _____
Treasurer

Date Approved _____

Revere Board of Education
Administration Building

Special Meeting

5:30 PM

February 10, 2015

The President, Mrs. Claudia Hower, called the meeting to order at 5:00 P.M.

Roll Call:

Dana Appel, Present
Claudia Hower, Present
Tom Kelley, Present

Diana Sabitsch, Present
George Seifert, Present

READING OF NOTICE OF SPECIAL MEETING

No action taken

TREASURER-No Action

SUPERINTENDENT-No Action

DISCUSSION- Review of Agenda for 2/17/15 BOE Meeting

EXECUTIVE SESSION

Res. 15-103054 Moved by Mrs. Appel, seconded by Mr. Kelley to go into Executive Session at 5:35 P.M. to consider the evaluation, employment and compensation of public employee and to prepare for negotiations or bargaining sessions with public employees.

Roll Call: Aye- Appel, Kelley, Hower, Sabitsch, Seifert
Motion Carried.

REGULAR SESSION

Res. 15-103055 Moved by Mrs. Sabitsch, seconded by Mr. Kelley to come out of Executive Session and return to Regular Session at 6:30 P.M.

Roll Call: Aye- Sabitsch, Kelley, Appel, Hower, Seifert
Motion Carried.

EXECUTIVE SESSION

Res. 15-103056 Moved by Mrs. Hower, seconded by Mr. Seifert to go into Executive Session at 8:02 P.M. to consider the evaluation, employment and compensation of public employee.

Roll Call: Aye- Hower, Seifert, Appel, Kelley, Sabitsch
Motion Carried.

REGULAR SESSION

Res. 15-103057 Moved by Mrs. Appel, seconded by Mr. Kelley to come out of Executive Session and return to Regular Session at 8:41 P.M.

Roll Call: Aye- Appel, Kelley, Hower, Sabitsch, Seifert
Motion Carried.

ADJOURNMENT

Res. 15-103058 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to adjourn the meeting at 8:43 P.M.

Roll Call: Aye- Sabitsch, Seifert, Appel, Hower, Kelley
Motion carried.

Signed _____

President

Attest _____

Treasurer

Date Approved _____

Revere Board of Education
Revere High School Library

Special Meeting

3:30 PM

February 11, 2015

The President, Mrs. Claudia Hower, called the meeting to order at 3:30 P.M.

Roll Call:

Dana Appel, Present
Claudia Hower, Present
Tom Kelley, Present

Diana Sabitsch, Present
George Seifert, Present

READING OF NOTICE OF SPECIAL MEETING

No action taken

FOCUS GROUP-SUPERINTENDENT SEARCH

RECESS TO ADMINISTRATION BUILDING

RECONVENE

EXECUTIVE SESSION

Res. 15-103059 Moved by Mrs. Appel, seconded by Mrs. Hower to go into Executive Session at 6:05 P.M. to consider the evaluation, employment and compensation of public employee.

Roll Call: Aye- Appel, Hower, Kelley, Sabitsch, Seifert
Motion Carried.

REGULAR SESSION

Res. 15-103060 Moved by Mrs. Hower, seconded by Mrs. Sabitsch to come out of Executive Session and return to Regular Session at 9:28 P.M.

Roll Call: Aye- Hower, Sabitsch, Appel, Kelley, Seifert
Motion Carried.

ADJOURNMENT

Res. 15-103061 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to adjourn the meeting at 9:35 P.M.

Roll Call: Aye- Sabitsch, Seifert, Appel, Hower, Kelley
Motion carried.

Signed _____
President

Attest _____
Treasurer

Date Approved _____

Revere Board of Education
Revere High School Library

Special Meeting

4:00 PM

February 12, 2015

The President, Mrs. Claudia Hower, called the meeting to order at 4:00 P.M.

Roll Call:

Dana Appel, Present
Claudia Hower, Present
Tom Kelley, Present

Diana Sabitsch, Present
George Seifert, Present

READING OF NOTICE OF SPECIAL MEETING
No action taken

FOCUS GROUP-SUPENINTENDENT SEARCH

RECESS TO ADMINISTRATION BUILDING

RECONVENE

EXECUTIVE SESSION

Res. 15-103062 Moved by Mrs. Appel, seconded by Mr. Kelley to go into Executive Session at 5:55 P.M. to consider the evaluation, employment and compensation of public employee.

Roll Call: Aye- Appel, Kelley, Hower, Sabitsch, Seifert
Motion Carried.

REGULAR SESSION

Res. 15-103063 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to come out of Executive Session and return to Regular Session at 9:35 P.M.

Roll Call: Aye- Sabitsch, Seifert, Appel, Hower, Kelley
Motion Carried.

ADJOURNMENT

Res. 15-103064 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to adjourn the meeting at 9:40 P.M.

Roll Call: Aye- Sabitsch, Seifert, Appel, Hower, Kelley
Motion carried.

Signed _____
President

Attest _____
Treasurer

Date Approved _____

Revere Board of Education
Administration Building

Special Meeting

10:00 A.M.

February 14, 2015

The President, Mrs. Claudia Hower, called the meeting to order at 10:00 A.M.

Roll Call:

Dana Appel, Present
Claudia Hower, Present
Tom Kelley, Present

Diana Sabitsch, Present
George Seifert, Present

READING OF NOTICE OF SPECIAL MEETING
No action taken

EXECUTIVE SESSION

Res. 15-103065 Moved by Mrs. Appel, seconded by Mr. Kelley to go into Executive Session at 10:03 A.M. to consider the evaluation, employment and compensation of public employee.

Roll Call: Aye- Appel, Kelley, Hower, Sabitsch, Seifert
Motion Carried.

REGULAR SESSION

Res. 15-103066 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to come out of Executive Session and return to Regular Session at 12:25 A.M.

Roll Call: Aye- Sabitsch, Seifert, Appel, Hower, Kelley
Motion Carried.

ADJOURNMENT

Res. 15-103067 Moved by Mrs. Sabitsch, seconded by Mr. Kelley to adjourn the meeting at 12:29 P.M.

Roll Call: Aye- Sabitsch, Kelley, Appel, Hower, Seifert
Motion carried.

Signed _____
President

Attest _____
Treasurer

Date Approved _____

Roll Call:

Dana Appel, Present
Claudia Hower, Absent
Tom Kelley, Present

Diana Sabitsch, Present
George Seifert, Present

The President, Mrs. Claudia Hower, called the meeting to order at 6:30 P.M.

PLEDGE OF ALLEGIANCE

BOARD REPORT

Appointment of Superintendent

Res. 15-103068 Moved by Mr. Sabitsch, seconded by Mrs. Appel whereas the Revere Board of Education entered into a comprehensive search process for the selection of a permanent superintendent for the District and whereas that process has involved extensive input from all stakeholders, the Board of Education hereby recommends the appointment of the candidate as outlined in the attached contract under the terms as specified for a three year contract effective August 1, 2015. Attachment B-1.

Roll Call: Aye-Sabitsch, Appel, Hower, Kelley, Seifert
Motion Carried.

STUDENT PRESENTATION/STUDENT ACHIEVEMENT

- RMS-The Power of the Pen/Grades 7 and 8 with Carol Shoop and Kim Van Fossen

PUBLIC SPEAKS TO AGENDA ITEMS

No action taken

BUILDING PRINCIPAL'S REPORTS

No action taken

TREASURER'S REPORT

Approval of Minutes

Res. 15-103069 Moved by Mr. Seifert, seconded by Mr. Kelley to approve the minutes of the Special Meeting held January 13, 2015, January 23, 2015 and the Regular Meeting held January 22, 2015 as detailed in Attachment T-1.

And,

Approval of Financial Report

To approve the Financial Report for the month of January as found in Attachment T-2.

And,

Donations

To approve, with appreciation, the donations listed in Attachment T-3.

And,

Appropriation Adjustments

To approve the appropriation adjustments listed in the attached schedule, be it further resolved that the legal level of control be approved at the fund level. See Attachment T-4.

And,

Inventory Deletion

To approve that the items listed be identified as equipment having no functional value to the District or as obsolete having no monetary value, and that these items be disposed of as directed by the Board policy by the CFO/COO. See Attachment T-5.

And,

Bus Bids-Ohio Schools Council

To approve participation in and authorize the Ohio Schools council to advertise and receive bids on behalf of the Board as has been the District's past practice

And,

GAAP Accounting Services

To approve that a three (3) year contract be entered into for the preparation of GAAP financial statements for FY15, FY16, FY17 with Rea and Associates, Inc. See Attachment T-6.

Roll Call: Aye- Kelley, Seifert, Appel, Hower Sabitsch
Motion Carried.

Facility Projects

Res. 15-103070 Moved by Mr. Kelley, seconded by Mrs. Sabitsch to authorize having bid specifications developed and then issue Requests for Proposals (RFPs) for the projects listed below which are to be funded from the Permanent Improvement Fund or Building Funds with project costs as estimated below if known:

- | | |
|--|-----------|
| a. RMS Sewer replacement Project | \$240,000 |
| b. RMS Electrical Vault and wall water proofing of this section of eastern wall along basement | \$60,000 |
| c. RMS Hot Water System | \$50,000 |
| d. BES Original 3-Story Section Classroom and Hallway /Stairwell Fire Doors | \$95,000 |

And,

Facilities Assessment -OFCC

To approve entering into an agreement with the Ohio Facilities construction Commission (a.k.a. the Ohio School Facility Commission) to provide an assessment of Revere facilities as detailed in Attachment T-7.

Roll Call: Aye- Kelley, Sabitsch, Appel, Hower, Seifert
Motion Carried.

Waste and Recycling Services

Res. 15-103071 Moved by Mr. Seifert, seconded by Mrs. Appel to authorize and participate in the Ohio Schools council to advertise and receive bids on behalf of the Board for the cooperative purchase of waste and recycling services as noted in Attachment T-8.

Roll Call: Aye-Seifert, Appel, Hower, Kelley, Sabitsch
Motion Carried.

OSBA Legislative Platform-No Action

Discussion Items-No Action

- Doors and Windows
- Well-funded Medical Plan
- Winter Chill
- State of District-Chamber, March 4th
- Audit FY14

BOARD MEMBERS' REPORTS

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

SUPERINTENDENT'S REPORT

Personnel-Certificated/Licensed

Leave of Absence-Certificated/Licensed Personnel

Res. 15-103072 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to approve a LOA for Samer Rinehart per provisions of the current REA negotiated agreement, effective on or about April 20, 2015 with a return on or about June 2, 2015.

And,

Leave of Absence and Long Term Substitute

To approve the LOA of Nancy Kennedy, Art RMS, beginning February 4, 2015 through the end of the current school year per provisions of the current negotiated agreement. Be it further resolved that Callah Stocoiu be approved as the long term substitute February 17, 2015 through June 5, 2015.

And,

Supplemental Contracts-2014/2015 School Year

To approve the following with compensation per the current REA negotiated agreement:

Baseball

Phil Heyn – VOLUNTEER
Steve Wido – Junior Varsity Coach

Womens' Track

Dave Flegal -- Head Coach RMS
Phil Mogus -- Assistant Coach

Womens' Lacrosse

Kara Donahoe – Head Coach

Mens' Lacrosse

Ryan Fletcher – Assistance Coach 50% contract

Mens' HS Track

Mike Murphey -- Assistant Coach

Roll Call: Aye- Sabitsch, Seifert, Appel, Hower, Kelley
Motion Carried.

Personnel-Classified

Classified Employee-Suspension Without Pay

Res. 15-103073 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to approve the unpaid suspension of Carl Soulier, Bus Driver for the period of time when his CDL had lapsed and an additional two (2) days upon reinstatement of his CDL effective upon his return to driving per the dates outlined to him on January 27, 2015.

And,

Supplemental Contracts-2014/2015 School Year

To approve the following with compensation per the current REA negotiated agreement:

Baseball

Eric Shaffer – Varsity Assistant Coach
Tim Detweiler – Freshman Coach 50% contract
Brian Vasquez – Freshman Coach 50% contract

Softball

Jessica Richards -- Varsity Assistant Coach
Kindra Cox – Junior Varsity Coach 50% contract
Kim Steele – Junior Varsity Coach 50% contract

Womens' Lacrosse

Michael Paxton – Assistant Coach

RHS Track

Jade Rotili - Assistant Combo Coach

Mens' Lacrosse

Nick Gabel – Assistant Coach 50% contract

Student Workers RMS Basketball – effective 11/28/14

Jack Hershfield
Jason Londrico
Eddie Schwertner

Weight Room

Supervisor 1 Spring – Lyle Kniep
Supervisor 2 Spring – Zack Weidrick
Supervisor Winter – Lyle Kniep

Mens' RHS Track

Mark Purdy – VOLUNTEER
Chuck Gough – VOLUNTEER

Mens' Tennis

Chris Harris – VOLUNTEER

And,

Substitute-classified-2014/2015 School Year

To approve the following:

Nicole Aquino	Playground Aide, Cook/Cashier, Intervention Instructional Assist (Aide)	
	Effective on or after 2/3/15.	
Ryan Harmon	Custodian	Effective on or after 2/9/15
Cheryl King	Secretary, Cook/Cashier	Effective on or after 2/3/15
Jessica Shamp	Secretary	Effective on or after 2/3/15
Kathy Torma	Secretary	Effective on or after 2/3/15

And,

Classified New Hire-Transportation

To approve Paul Pirnat as the contracted driver for the 1.5 hour morning Assumption available due to resignation and subsequent position shifts due to seniority. The contracted route is effective on or after February 3, 2015 at Step 0.

Classified New Hire-Custodian

To approve Charles fisher as an 8 hour custodian at BES effective February 17, 2015 with compensation at Step 0.

Roll Call: Aye- Sabitsch, Seifert, Appel, Hower, Kelley
Motion Carried.

Student Services

Home Instruction Services

Res. 15-103074 Moved by Mr. Seifert, seconded by Mr. Kelley to approve Nancy Ivan to provide Home Instruction Services for the 2014-2015 school year on an as needed basis for students unable to attend school due to medical reasons or other valid issues identified by the Director of Student Services. Compensation for services to be at the tutor rate of \$26.75 per hour.

And,

E.S.L.

To approve s corrected Rebecca Ray for a half-day substitute position payable at the half-day substitute teacher rate for provision of services for students who have limited English proficiency.

And,

Interagency Agreement State Support Team Region 8

To approve the Summit County Interagency Agreement and Addendum noted as **Attachment 1** and **Attachment 2**; a required agreement as defined in the Operating Standards for Ohio's Schools Serving Children with Disabilities.

Roll Call: Aye- Seifert, Kelley, Appel, Hower, Sabitsch
Motion Carried.

Other Business

Robotics Course RHS

Res. 15-103075 Moved by Mrs. Appel, seconded by Mr. Seifert to approve an elective Robotics course offering for RHS students for the 2015-2016 school year. This course is designed to integrate the four portions of STEM and is designed to engage students in a project based, hands-on learning environment as detailed in **Attachment 3**.

And,

RHS Varsity Softball Team Trip-Myrtle Beach, SC

To approve a trip to Myrtle Beach to participate in the Grand Strand High School Softball event. Student athletes, coaches and parents will arrive in Myrtle Beach March 29th and will return to Ohio April 5th. There is no cost to the District as expenses are paid for by fundraising and individuals.

And,

RHS Cross Country Team Trip-Kettering, OH

To approve the annual trip to Kettering, Ohio to participate in the Kettering Fairmont Cross Country Invitational. Student athletes, coaches and parents will arrive in Kettering on September 25, 2015 and will return to Revere on September 26, 2015. The only cost to the District is for the bus transportation.

And,

RHS Cheerleader Trip-Columbus, OH

To approve a trip to the Ohio State University to participate in the OASSA State Cheerleading Championships. Student athletes, coaches and parents will arrive in Columbus February 28, 2015 and will return to the Revere area on March 1, 2015. There is no cost to the District as expenses are paid for by fundraising and individuals.

Roll Call: Aye- Appel, Seifert, Hower, Kelley, Sabitsch
Motion Carried.

REPORTS FROM CENTRAL OFFICE TEAM

Director of Student Services
No action taken

INFORMATIONAL ITEMS

- A. There will be a Special Meeting on March 2, 2015 at 5:00 and March 10, 2014 at 5:30 p.m. in the Administration Building.
- B. There will be a Regular BOE Meeting on March 17, 2014 at 6:30 P.M. in the Library of Revere High School.

CONCERNS OF THE PUBLIC AND COMMUNITY
ANNOUNCEMENTS –No action taken

ADJOURNMENT

Res. 15-103076 Moved by Mrs. Appel, seconded by Mrs. Sabitsch to adjourn the meeting at 8:25 P.M.

Roll Call: Aye- Appel, Sabitsch, Hower, Kelley, Seifert
Motion carried.

Signed _____
President

Attest _____
Treasurer

Date Approved

New Document

FEBRUARY 28, 2015

Financial Report



Revere Local School District

**David R. Forrest
Treasurer**

FINANCIAL REPORTS - Index

For Month of February 2015

Schedule

Cash Reconciliation Report	A
<ul style="list-style-type: none">• Presents ending cash position for the District for all funds combined, investments and other required reconciliation transactions needed to balance monthly financial activity.	
Financial Report by Fund	B
<ul style="list-style-type: none">• A report listing all individual funds established by the District. Information summarized includes receipts, expenditures, and ending cash balances on a month to date and fiscal year to date basis for each fund.	
SM-2	C
<ul style="list-style-type: none">• Financial summary of the General Fund comparing budgeted revenues and expenditures to actual.	
Permanent Improvement Fund Report	D
<ul style="list-style-type: none">• Financial summary by month of all activity on the PI Fund.	
Food Service Report	E
<ul style="list-style-type: none">• Consolidated summary by month of the food service operation for all four school buildings.	

FISCAL 2015
February 2015 Month End Report
Cash Reconciliation Report

Total Fund Balance \$26,256,059.53

Gross Depository Bank Balances:

1) First Merit Business Checking Account	\$1,602,057.54
2) First Merit Payroll Account	\$0.00
3) Frist Merit Business Savings	\$242.34

Investments

First Merit Sweep Account	\$21,480,000.00
A.P.Y. 0.050%	
Star Bank at 0.04%	\$103.95
TriState Capital Bank	\$0.00
CD-Tri State Capital - matures 3/19/15 .45%	\$2,018,993.22
CD-Tri State Capital - matures 3/26/15 .45%	\$1,015,536.99
CD-Tri State Capital - matures 4/9/15 .45%	\$1,011,004.49
Total	<u><u>\$25,525,638.65</u></u>

Cash in Transit to Depository

Petty Cash Balances:

Building Principals	\$400.00	
Athletic Director	\$100.00	
Bus Garage	\$100.00	
Treasurer's Office	\$200.00	
Sub-total Petty Cash	\$800.00	

Change Funds \$0.00

Total \$27,128,738.53

Outstanding Checks (\$762,495.90)

Adjustments

Adjustments	<u>(\$110,183.10)</u>	
		(\$110,183.10)

Adjusted Total \$26,256,059.53

Cash on Hand (unrecorded and undeposited) \$0.00

Date: 03/03/2015
Time: 1:33 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - FEBRUARY 28, 2015

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Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
001 0000	GENERAL FUND						
18,547,472.68	8,279,332.53	25,554,699.73	2,239,669.76	22,792,743.34	21,309,429.07	1,549,837.34	19,759,591.73
002 0000	BOND RETIREMENT						
767,482.59	406,735.90	1,004,359.89	0.00	1,314,784.90	457,057.58	0.00	457,057.58
002 9012	Bond Debt Service QSCB						
70,964.30	0.00	76,850.37	0.00	76,850.37	70,964.30	0.00	70,964.30
003 0000	PERMANENT IMPROVEMENT FUND						
3,196,035.20	368,265.00	1,110,788.68	544,146.00	2,057,648.65	2,249,175.23	880,954.52	1,368,220.71
003 9001	PERMANENT IMPROVEMENT RESERVE FUNDS						
300,000.00	0.00	75,000.00	0.00	0.00	375,000.00	0.00	375,000.00
004 0000	BUILDING FUND						
7,642.86	34.22	296.96	0.00	0.00	7,939.82	0.00	7,939.82
004 9001	Building Fund - Sale of Richfield						
92,087.50	0.00	0.00	0.00	0.00	92,087.50	0.00	92,087.50
004 9002	Building Fund - Sale of Hametown Property						
768,156.09	0.00	0.00	0.00	0.00	768,156.09	0.00	768,156.09
004 9012	BUILDING FUND - HB 264						
1,300.00	0.00	0.00	0.00	0.00	1,300.00	0.00	1,300.00
004 9098	BUILDING FUND - PROPERTY SALE						
22,765.90	0.00	0.00	0.00	0.00	22,765.90	0.00	22,765.90
006 0000	FOOD SERVICES						
16,475.53	64,944.50	587,476.05	66,391.05	539,636.34	64,315.24	72,021.61	7,706.37-
007 9000	BANQUET FUND						
1,121.51	0.00	0.00	0.00	0.00	1,121.51	0.00	1,121.51
007 9306	SENIOR MEMORIAL FUND						
2,574.69	0.00	0.00	0.00	2,000.00	574.69	0.00	574.69
007 9310	PAPPANO MEMORIAL SCHOLARSHIP FUND						
4,000.00	0.00	0.00	0.00	750.00	3,250.00	0.00	3,250.00
007 9311	THE ERIC MORANT MEMORIAL FUND						
3,420.00	0.00	0.00	0.00	750.00	2,670.00	0.00	2,670.00
007 9355	LUEPTOW ART FUND						
223.13	0.00	500.00	0.00	223.13	500.00	0.00	500.00

Date: 03/03/2015
 Time: 1:33 pm

REVERE LSD - 050054
 Financial Report by Fund/SCC
 REVERE LOCAL - FEBRUARY 28, 2015

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Fund #	Fund Description	FYTD Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
007 9370	PAULETT MEMORIAL SCHOLARSHIP FUND	1,719.00	0.00	0.00	0.00	1,500.00	219.00	0.00	219.00
007 9382	MICHAEL LUKITY MEMORIAL FUND	782.02	0.00	0.00	0.00	0.00	782.02	0.00	782.02
007 9383	TOTTEN TEAM SCHOLARSHIP	1,000.00	0.00	1,000.00	0.00	1,000.00	1,000.00	0.00	1,000.00
007 9387	BANAS CHEERLEADING SCHOLARSHIP	500.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00
007 9388	Teacher Excellence Award	2,009.31	0.00	0.00	0.00	340.00	1,669.31	0.00	1,669.31
007 9389	The Christenson Foundation Robert Gilbert II	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00
007 9390	WALKER FINE ARTS SCHOLARSHIP	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00	1,000.00
007 9391	PATRICK ALFIERI LIVES SCHOLARSHIP FUND	32,248.82	100.00	6,950.00	0.00	3,000.00	36,198.82	0.00	36,198.82
007 9392	The Jennifer Lyn Mears Library Memorial Fund	950.00	0.00	0.00	0.00	0.00	950.00	0.00	950.00
007 9393	Express Employment Professional Scholarship	750.00	0.00	0.00	0.00	750.00	0.00	0.00	0.00
007 9394	JAMES BENNETT WASHINGTON DC MEMORIAL FUND	841.00	0.00	0.00	0.00	0.00	841.00	0.00	841.00
007 9395	Bath Business Association Scholarship Fund	500.00	0.00	0.00	0.00	0.00	500.00	0.00	500.00
007 9396	Ted R. Munsey Memorial Scholarship	0.00	0.00	5,270.00	0.00	500.00	4,770.00	0.00	4,770.00
008 9360	MYRON WINDER SCHOLARSHIP	17,161.33	0.66	5.73	0.00	0.00	17,167.06	0.00	17,167.06
009 9100	UNIFORM SCHOOL SUPPLIES - BATH SCHOOL	40,511.24	400.00	13,980.00	0.00	3,354.70	51,136.54	0.00	51,136.54
009 9200	UNIFORM SCHOOL SUPPLIES - HILLCREST SCHOOL	26,327.56	1,020.00	26,748.00	0.00	11,823.39	41,252.17	1,209.34	40,042.83

Date: 03/03/2015
 Time: 1:33 pm

REVERE LSD - 050054
 Financial Report by Fund/SCC
 REVERE LOCAL - FEBRUARY 28, 2015

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Fund #	Fund Description	FYTD Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
009	9400 UNIFORM SCHOOL SUPPLIES - MIDDLE SCHOOL	315.12	350.00	27,885.00	0.00	23,826.65	4,373.47	1,479.98	2,893.49
009	9500 UNIFORM SCHOOL SUPPLIES - HIGH SCHOOL	3,194.33	791.00	70,255.27	1,499.22	44,657.30	28,792.30	6,200.42	22,591.88
012	0000 ADULT EDUCATION	973.25	0.00	0.00	0.00	0.00	973.25	0.00	973.25
014	0000 SPECIAL ROTARY FUND	6,112.12	0.00	0.00	0.00	0.00	6,112.12	0.00	6,112.12
018	9100 PUBLIC SCHOOL SUPPORT - BATH SCHOOL	24,040.89	2,222.08	34,371.09	33,904.10	38,265.14	20,146.84	1,085.46	19,061.38
018	9200 PUBLIC SCHOOL SUPPORT - HILLCREST SCHOOL	33,594.40	838.80	13,628.19	2,808.86	14,129.91	33,092.68	3,208.21	29,884.47
018	9400 PUBLIC SCHOOL SUPPORT - MIDDLE SCHOOL	45,695.39	2,175.14	5,757.75	106.86	5,813.24	45,639.90	1,503.85	44,136.05
018	9500 PUBLIC SCHOOL SUPPORT - HIGH SCHOOL	10,656.68	402.98	8,018.17	486.75	12,028.25	6,646.60	1,861.94	4,784.66
019	9204 CHAMBER GRANT	393.58	0.00	0.00	0.00	0.00	393.58	0.00	393.58
022	0000 DISTRICT AGENCY FUND - UNCLAIMED MONEY	4,575.28	0.00	278.00	0.00	0.00	4,853.28	0.00	4,853.28
024	0000 EMPLOYEE BENEFITS, SELF-INSURANCE	99.63	1,901.32	15,200.40	5,201.27	31,461.45	16,161.42-	17,051.32	33,212.74-
026	9001 EMPLOYEE BENEFITS: MEDICAL/DENTAL	6,158.84	327,068.99	2,671,024.00	326,963.38	2,670,512.31	6,670.53	407.86	6,262.67
026	9002 FLEXIBLE SPENDING PLAN	24,360.72	5,669.90	45,359.20	2,201.19	45,888.59	23,831.33	5,679.86	18,151.47
026	9003 EMPLOYEE HEALTH CARE	134,949.44	0.00	0.00	207.99	16,131.08	118,818.36	0.00	118,818.36
200	9212 CLASS OF 2012	1,000.00	0.00	0.00	0.00	38.50	961.50	0.00	961.50
200	9213 CLASS OF 2013	19,196.65	0.00	0.00	0.00	5,625.00	13,571.65	0.00	13,571.65

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REVERE LSD - 050054
 Financial Report by Fund/SCC
 REVERE LOCAL - FEBRUARY 28, 2015

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Fund #	Fund Description		FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts		Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
200 9214	CLASS OF 2014							
2,994.07	0.00		30.00	0.00	0.00	3,024.07	0.00	3,024.07
200 9215	CLASS OF 2015							
2,812.07	224.00		4,892.00	0.00	2,020.00	5,684.07	0.00	5,684.07
200 9216	CLASS OF 2016							
1,602.66	0.00		300.00	0.00	0.00	1,902.66	0.00	1,902.66
200 9217	CLASS OF 2017							
1,670.63	0.00		3,692.81	0.00	1,333.35	4,030.09	0.00	4,030.09
200 9218	CLASS OF 2018							
500.00	0.00		622.25	0.00	0.00	1,122.25	0.00	1,122.25
200 9317	NATIONAL HONOR SOCIETY							
7,597.56	2,194.00		2,194.00	0.00	2,588.50	7,203.06	4,349.00	2,854.06
200 9318	LANTERN							
842.19	0.00		0.00	0.00	0.00	842.19	511.00	331.19
200 9320	MIDDLE SCHOOL STUDENT COUNCIL							
3,853.08	843.00		843.00	448.29	1,406.82	3,289.26	372.02	2,917.24
200 9321	HIGH SCHOOL STUDENT COUNCIL							
8,303.63	0.00		10,111.18	51.20	5,611.14	12,803.67	2,090.43	10,713.24
200 9322	REVERE PLAYERS							
29,157.26	2,499.00		13,452.00	409.42	15,061.19	27,548.07	13,260.21	14,287.86
200 9323	YEARBOOK							
6,022.70	695.00		9,157.50	8,402.78	8,402.78	6,777.42	0.00	6,777.42
200 9350	INSTRUMENTAL MUSIC							
289.10	0.00		0.00	0.00	0.00	289.10	0.00	289.10
200 9365	ART CLUB							
1,302.61	0.00		0.00	0.00	259.60	1,043.01	0.00	1,043.01
200 9370	NATIONAL ART HONOR SOCIETY							
1,091.45	20.00		240.00	0.00	276.87	1,054.58	280.00	774.58
200 9375	CHESS CLUB							
181.12	0.00		270.00	136.40	211.40	239.72	140.00	99.72
200 9380	KEY CLUB							
3,367.98	69.50		821.50	0.00	835.47	3,354.01	122.06	3,231.95

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REVERE LSD - 050054
 Financial Report by Fund/SCC
 REVERE LOCAL - FEBRUARY 28, 2015

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Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
200 9390	INTERNATIONAL CLUB						
1,063.26	0.00	0.00	0.00	317.56	745.70	17.05	728.65
200 9395	PROJECT LOVE						
1,476.42	37.00	964.60	0.00	1,200.00	1,241.02	0.00	1,241.02
200 9400	MARKETING EDUCATION						
2.58	0.00	0.00	0.00	0.00	2.58	0.00	2.58
300 0000	NON-STUDENT MANAGEMENT FUND						
120.00	0.00	0.00	0.00	0.00	120.00	0.00	120.00
300 920A	ATHLETICS - #300 NON-STUDENT MANAGEMENT FUND						
31,567.54	5,764.00	112,998.32	7,045.42	104,410.46	40,155.40	16,053.59	24,101.81
300 9230	CHORAL						
1,501.65	0.00	0.00	0.00	0.00	1,501.65	0.00	1,501.65
300 9330	C.A.R.E.						
92.12	0.00	0.00	0.00	85.31	6.81	6.81	0.00
300 9501	FOOTBALL						
3,548.15	0.00	12,882.00	0.00	15,680.86	749.29	353.25	396.04
300 9502	VOLLEYBALL						
3,124.70	0.00	3,560.45	220.00	3,050.22	3,634.93	376.00	3,258.93
300 9503	BOYS SOCCER						
8,564.01	6,361.00	9,823.00	0.00	6,776.39	11,610.62	900.00	10,710.62
300 9504	GIRLS SOCCER						
5,382.11	0.00	2,285.61	0.00	5,121.72	2,546.00	342.01	2,203.99
300 9505	BOYS TENNIS						
1,337.99	0.00	975.00	192.00	364.89	1,948.10	1,506.36	441.74
300 9506	GIRLS TENNIS						
5,146.07	0.00	1,659.98	0.00	1,513.28	5,292.77	176.00	5,116.77
300 9507	WRESTLING						
1,953.96	0.00	9,589.00	0.00	8,163.65	3,379.31	797.67	2,581.64
300 9508	CHEERLEADING						
5,894.73	0.00	0.00	868.48	2,312.18	3,582.55	856.00	2,726.55
300 9509	BOYS BASKETBALL						
10,901.29	0.00	17,109.00	3,254.00	14,898.34	13,111.95	4,769.66	8,342.29

Date: 03/03/2015
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REVERE LSD - 050054
 Financial Report by Fund/SCC
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Fund #	Fund Description		FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
	Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
300 9510	GIRLS BASKETBALL							
	1,345.24	0.00	5,684.00	708.29	5,357.49	1,671.75	2,326.89	655.14-
300 9511	BOYS GOLF							
	262.53	0.00	0.00	0.00	347.26	84.73-	0.00	84.73-
300 9513	BASEBALL							
	3,257.08	4,292.34	6,092.34	2,125.25	5,775.79	3,573.63	3,332.99	240.64
300 9514	SOFTBALL							
	3,702.33	0.00	3,295.00	0.00	797.00	6,200.33	4,443.29	1,757.04
300 9515	SWIMMING							
	1,810.29	0.00	933.00	1,272.50	4,293.45	1,550.16-	550.00	2,100.16-
300 9517	CROSS COUNTRY							
	733.84	0.00	2,006.00	0.00	1,904.96	834.88	100.00	734.88
300 9519	BOYS TRACK							
	1,346.26	0.00	425.00	0.00	408.30	1,362.96	0.00	1,362.96
300 9520	GIRLS TRACK							
	130.85	0.00	275.00	155.00-	100.00	305.85	129.00	176.85
300 9521	BOYS LACROSSE							
	4,391.50	0.00	0.00	0.00	2,487.50	1,904.00	353.70	1,550.30
300 9522	GIRLS LACROSSE							
	2,203.03	0.00	0.00	0.00	247.97	1,955.06	0.00	1,955.06
300 9524	DANCE TEAM							
	2,011.44	0.00	250.00	257.25	257.25	2,004.19	557.55	1,446.64
300 9525	OHSА TOURNAMENTS							
	2,501.19	321.00	22,417.00	90.00	16,551.64	8,366.55	4,838.80	3,527.75
300 9526	ROBOTICS							
	801.93	0.00	8,914.00	1,677.92	7,061.48	2,654.45	1,559.99	1,094.46
401 9213	AUX. SERVICES-OLD TRAIL							
	0.04	0.00	0.00	0.00	0.00	0.04	0.00	0.04
401 9214	AUX. SERVICES-OLD TRAIL							
	36,755.05	0.00	0.00	0.00	29,894.81	6,860.24	0.00	6,860.24
401 9215	AUX. SERVICES-OLD TRAIL							
	0.00	161,424.84	340,132.97	22,577.46	183,739.50	156,393.47	92,945.88	63,447.59

Date: 03/03/2015
 Time: 1:33 pm

REVERE LSD - 050054
 Financial Report by Fund/SCC
 REVERE LOCAL - FEBRUARY 28, 2015

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Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
451 9215	OHIO K-12 NETWORK						
0.00	0.00	3,600.00	0.00	0.00	3,600.00	0.00	3,600.00
516 9214	IDEA SPECIAL ED- PART B (7/1/13-6/30/14)						
31,048.57	0.00	52,311.37	0.00	83,359.94	0.00	0.00	0.00
516 9215	IDEA Part B- (7/1/14-6/30/15)						
0.00	0.00	124,168.96	22,292.24	144,899.56	20,730.60-	243,454.80	264,185.40-
516 9314	PARENT MENTOR -(7/1/13-6/30/14)						
41.07	0.00	0.00	0.00	0.00	41.07	0.00	41.07
516 9315	PARENT MENTOR -(7/1/14/6/30/15)						
0.00	3,431.43	14,140.31	1,998.29	13,638.60	501.71	6,270.88	5,769.17-
551 9215	Title III LEP (7/1/14-6/30/15)						
0.00	4,560.16	4,560.16	4,560.16	4,560.16	0.00	0.00	0.00
572 9202	TITLE I - FY02						
1,459.42	0.00	0.00	0.00	0.00	1,459.42	0.00	1,459.42
572 9214	TITLE I - FY2014 (7/1/13-6/31/14)						
10,111.37	0.00	16,795.71	0.00	26,822.47	84.61	0.00	84.61
572 9215	TITLE I - FY2015 (7/1/14-6/30/15)						
0.00	50,462.95	142,347.13	18,782.47	116,129.60	26,217.53	1,655.73	24,561.80
573 9200	TITLE VI (CHAPTER 2)-FY00						
124.89	0.00	0.00	0.00	0.00	124.89	0.00	124.89
584 9201	DRUG FREE GRANT - FY01						
10.56	0.00	0.00	0.00	0.00	10.56	0.00	10.56
590 9214	TITLE IIA - FY2014 (7/1/13-6/30/14)						
1,821.00	0.00	1,821.00-	0.00	0.00	0.00	0.00	0.00
590 9215	TITLE IIA - FY2015 (7/1/14-6/30/15)						
0.00	5,000.00	36,475.04	5,618.76	36,521.94	46.90-	0.00	46.90-
GRAND TOTALS:							
24,505,472.75	9,710,452.24	32,357,177.67	3,326,420.01	30,606,590.89	26,256,059.53	2,952,300.33	23,303,759.20

FORM SM-2

DATE: 03/03/2015
TIME: 13:41:22

OHIO DEPARTMENT OF EDUCATION - OFFICE OF SCHOOL MANAGEMENT ASSISTANCE
ANNUAL SPENDING PLAN (CURRENT OPERATION - GENERAL FUND ONLY - O.R.C. 5705.391)

PAGE: 1

SCHOOL DISTRICT: REVERE LSD - 050054

IRN # 050054 COUNTY: Summit
Revere LSD FEBRUARY 2015

FISCAL YEAR: 2015 MONTH: 02

	MONTHLY ESTIMATE	MONTHLY ACTUAL	MONTHLY DIFFERENCE	FISCAL YTD ESTIMATE	FISCAL YTD ACTUAL	FISCAL YTD DIFFERENCE
REVENUES						
01.010 General Property (Real Estate)	8,000,000	8,062,399	62,399	21,230,937	21,093,336	137,601-
01.020 Tangible Personal Property Tax	0	0	0	0	0	0
01.030 Income Tax	0	0	0	0	0	0
01.035 Unrestricted Grants-in-Aid	175,000	185,975	10,975	1,690,943	1,646,585	44,358-
01.040 Restricted Grants-in-Aid	0	211	211	10,000	136,655	126,655
01.045 Restricted Grants-in-Aid - SFSF	0	0	0	0	0	0
01.050 Property Tax Allocation	0	0	0	1,845,000	1,859,177	14,177
01.060 All Other Operating Revenue	20,000	30,749	10,749	615,000	724,299	109,299
01.070 Total Revenue	8,195,000	8,279,334	84,334	25,391,880	25,460,052	68,172
OTHER FINANCING SOURCES						
02.010 Proceeds from Sale of Notes	0	0	0	0	0	0
02.020 State Emergency Loans & Advancements (Approved)	0	0	0	0	0	0
02.040 Operating Transfers-In	0	0	0	0	0	0
02.050 Advances-In	58,000	0	58,000-	75,000	17,000	58,000-
02.060 All Other Financing Sources	0	0	0	50,000	77,653	27,653
02.070 Total Other Financing Sources	58,000	0	58,000-	125,000	94,653	30,347-
02.080 Total Revenues and Other Financing Sources	8,253,000	8,279,334	26,334	25,516,880	25,554,705	37,825
EXPENDITURES						
03.010 Personal Services	1,420,000	1,448,522	28,522	12,602,957	12,928,336	325,379
03.020 Employees' Retirement/Insurance Benefits	575,000	539,772	35,228-	4,727,598	4,626,259	101,339-
03.030 Purchased Services	250,000	142,501	107,499-	3,586,878	3,280,013	306,865-
03.040 Supplies and Materials	75,000	82,680	7,680	1,432,382	573,704	858,678-
03.050 Capital Outlay	11,107	19,415	8,308	554,820	493,306	61,514-
03.060 Intergovernmental	0	0	0	0	0	0
04.010 Debt Service: All Principal (Historical)	0	0	0	0	0	0
04.020 Debt Service: Principal - Notes	0	0	0	0	0	0
04.030 Debt Service: Principal - State Loans	0	0	0	0	0	0
04.040 Debt Service: Principal - State Advancements	0	0	0	0	0	0
04.050 Debt Service: Principal - HB 264 Loans	0	0	0	0	430,102	430,102
04.055 Debt Service: Principal - Other	0	0	0	0	0	0
04.060 Debt Service: Interest and Fiscal Charges	0	0	0	0	6,052	6,052
04.300 Other Objects	220,000	6,780	213,220-	717,822	256,971	460,851-
04.500 Total Expenditures	2,551,107	2,239,670	311,437-	23,622,457	22,594,743	1,027,714-
OTHER FINANCING USES						
05.010 Operating Transfers - Out	0	0	0	0	48,000	48,000
05.020 Advances - Out	0	0	0	150,000	150,000	0
05.030 All Other Financing Uses	0	0	0	0	0	0
05.040 Total Other Financing Uses	0	0	0	150,000	198,000	48,000
05.050 Total Expenditure and Other Financing Uses	2,551,107	2,239,670	311,437-	23,772,457	22,792,743	979,714-
06.010 Excess Rev & Oth Financing Sources over (under) Exp &	5,701,893	6,039,664	337,771	1,744,423	2,761,962	1,017,539
07.010 Beginning Cash Balance	14,590,003	15,269,771	679,768	18,547,473	18,547,473	0
07.020 Ending Cash Balance	20,291,896	21,309,435	1,017,539	20,291,896	21,309,435	1,017,539
08.010 Outstanding Encumbrances	1,890,000	1,549,837	340,163-	1,890,000	1,549,837	340,163-

New Document

**LIST OF DONATIONS
RECEIVED BY THE REVERE LOCAL SCHOOL DISTRICT
03/17/2015**

CASH DONATIONS

1. To: Revere Middle School, \$500.00, for deferring the cost of the 8th grade class trip to Washington, D.C. for students enrolled in the free lunch program.
From: Bath Volunteers for Service
2. To: Revere Local Schools, \$100.00, to support the Patrick Alfieri Scholarship fund.
From: Fred and Marilynn Zimmer
3. To: Revere Middle School, \$2,168.00, for financial assistance for students with financial difficulties who would like to attend the 8th grade Washington DC trip.
From: Anonymous Donors

EQUIPMENT / OTHER DONATIONS

1. To: Revere Local Schools, amount unknown, giveaway items to support the Winter Chill Wellness employee challenge.
From: Ritzman Pharmacies, Inc.
2. To: Revere Local Schools, \$90.00, door prizes for the Employee Wellness Program Winter Chill Sunrise Yoga event.
From: Georgianna Jackson

* Donation values for contributions other than cash are provided by donor and not established by the District.

New Document

NOTA AGREEMENT
Distance Learning and Professional Development
WVIZ/PBS ideastream® 2015-16 Agreement

School/District _____
Address _____
City, Zip _____
Telephone _____
Superintendent _____

Menu and Pricing of Extended Services

- NOTA Membership:** _____ \$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:

List additional buildings as an addendum to this agreement.

Professional Development Plan:

- _____ \$5,000: receive two complimentary registrations (\$178 value)
_____ \$10,000: receive four complimentary registrations (\$356 value)
_____ \$15,000: receive six complimentary registrations (\$534 value)

Amount due for NOTA Membership \$ _____.

Amount due for Professional Development Plan \$ _____.

Total amount due \$ _____.

Signature _____

Title _____ Date _____

Please return the completed NOTA membership form to John Ramicone by May 1st.

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



NOTA/Distance Learning and Professional Development WVIZ/PBS ideastream® 2015-16 Agreement

1. **NOTA (North Ohio Technology Association)** – Membership fee is based on the number of buildings supported. See pricing on page 2 of this agreement.

Transform your district's teaching and learning with interactive technology that utilizes the latest videoconferencing technology. NOTA is a state-of-the-art interactive video network that utilizes IP technology to link school districts with a rich network of services. These opportunities enable students and teachers across the state and beyond to literally work with each other, in a real-time, interactive video environment, referred to as distance learning. Listed below are services included in this membership.

- High School Classroom Coordination
 - Conduct Needs Assessment, Advertise & Schedule Classes
 - Train Staff to Teach Over the NOTA Interactive Video Distance Learning Network
 - Facilitate & Evaluate Class Sessions and Courses
- WVIZ/PBS Student Content
 - Conduct Needs Assessment Among Member Schools
 - Find Programs and/or Presenters. WVIZ/PBS Student Content Offered at No Fee
 - Create a Schedule of Programs
 - Schedule all Participating Sites
 - Provide an Evaluation Instrument For Participating Schools
- Post-Secondary Option Courses
 - Conduct Needs Assessment
 - Work with Area Colleges to Create a Schedule of NOTA Classes
 - Evaluate Classes at the End of Each Session
- Professional Development
 - Conduct Needs Assessment Among Member Schools
 - Assist in Finding/Creating Professional Development Programs
 - Schedule all Participating Sites
 - Provide an Evaluation Instrument for Participating Schools
 - Professional Development is Offered on a Fee Basis from WVIZ/PBS and Others
- Selection of Equipment
 - Assist in Determining Equipment Needs
 - Group Pricing Opportunities
 - Grant Opportunities
 - Provide Hands-on Staff Training/In-service Programs
 - Provide Technical Distance Learning Assistance to School Sites
- Cyber Courses
 - Conduct Needs Assessment to Determine Interests of Member Schools
 - Find Programs and Work with Vendors to Provide Online Programs with Group Pricing Opportunities
 - Assist in Training of Facilitators
 - Assist in Scheduling Courses
 - Follow-up and Evaluate Courses and Future Needs

Professional Development Plan for NOTA Schools Only!

Place your PD funds (*dollars remaining from current foundation or grant programs and or new dollars*) on account with ideastream and receive complimentary registrations to the 2015 ideastream Teaching + Learning Conference, in November 2015, at the Idea Center at Playhouse Square, 1375 Euclid Avenue, Cleveland, OH.

- \$5,000: receive two complimentary registrations (\$178 value)
- \$10,000: receive four complimentary registrations (\$356 value)
- \$15,000: receive six complimentary registrations (\$534 value)

For additional PD information contact Eric Siler, eric.siler@ideastream.org or 216-916-6358.

New Document

**NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY
SERVICE PROVIDER CONTRACT
INTERNET SERVICE
Contract Number: 050054-1520**

This agreement for the provision of Internet access service ("Agreement") is entered between the Northeast Ohio Network for Educational Technology (a program of the Metropolitan Regional Service Council) ("Provider") and Revere Local Schools ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is an information technology center ("ITC") organized as a regional council of governments and operating as part of the Ohio Education Computer Network("OECN"), which has been established by the State of Ohio to provide communications and other technology services to public schools and other authorized user entities; and

WHEREAS, the Customer is an educational entity in the State of Ohio, and;

WHEREAS, the Provider through its technology center desires to provide to Customer and Customer desires to secure from Providers the services detailed in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agrees as follows:

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

"Parties" shall mean the Customer and Provider collectively.

"Services" shall mean all of the duties and ministrations listed in Article III and Exhibit A of this Agreement.

"User" shall mean a school or person authorized by Customer to make use of the data services or equipment secured by Customer from Provider by this Agreement.

II. TERM AND TERMINATION

A. This Agreement is effective for all services covered herein for the period of July 1, 2015 through June 30, 2020.

B. Provider reserves the right to discontinue Customer's access to the Provider's Service, terminate this Agreement and/or seek other legal or equitable relief for use of the Service that Provider deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or local, state or federal, or international law; or are

uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

- C. Upon a termination of the Agreement by the Customer prior to the end of the stated term, the Customer agrees to pay Provider for contractual obligations incurred by the Provider on behalf of Customer for the original five (5) year contract period.

III. PERFORMANCE

- A. Provider shall furnish Customer unbundled internet access services on a 24-hour per-day, 7 day-per-week basis, and as further described in attached Exhibit A.
- B. Provider shall be responsible for the maintenance of the Service and any Provider-owned service equipment located on Customer premises ("Service Equipment"). Provider and its agents shall have the right at any time during normal business hours and with advanced notice to enter the Customer's premises (complying with the Customer's visitor's policy) for the purpose of maintaining, inspecting, and testing the Service Equipment. Provider shall have the right to charge the Customer costs and expenses incurred in identifying and correcting any failure in Customer's facilities or equipment, or in repairing or replacing Provider's Service Equipment which has been damaged or rendered inoperable by reason of the Customer's actions or omissions, or the failure or inadequacy of Customer's equipment.

IV. CHARGES AND PAYMENT

- A. Charges for the Services provided under this Agreement are set forth on the attached Exhibit A.
- B. Customer agrees to be solely responsible to Provider for all charges set forth on Exhibit A for the duration of the Agreement, regardless of the approval, denial and/or receipt of E-rate funding.
- C. Charges for the Services provided under this Agreement will be billed to Customer on an annual basis.
- D. Provider purchases transport through a third-party vendor sub-contracted by the Provider to provide transport for the contracted bandwidth ("Bandwidth Service

Provider"). The cost of transport from the Bandwidth Service Provider may vary and will be passed through directly to Customer.

- E. Payment of all invoices sent shall be due within thirty (30) days of the invoice date.
- F. Late payments shall be subject to a service charge of one and one half percent (1 1/2%) of any and all unpaid balance, unless expressly waived by the Provider in writing. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for full payment. If the Customer's Service is suspended, Provider may charge a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above described service charges.

V. FORCE MAJEURE

Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users. Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.

VI. WARRANTIES AND LIMITATIONS ON LIABILITY

- A. The following provisions define Provider's entire liability with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; with respect to any errors, omissions, or negligence of Customer, its personnel, employees, agents or users; and any representations, statements, or tortious act or omission including negligence or gross negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). Provider shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation), including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to Service described within this Agreement. Provider will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this

section and this Agreement, Provider's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Provider under this Agreement.

- B.** Customer warrants and represents that it will only utilize the Services provided for educational and educational administrative related activities on its premises. Where the Services provided include access to the networks, Provider does not warrant that the functions of the network will meet any specific Customer or user requirements, or that Services provided will be error free or uninterrupted; nor shall Provider be liable for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Further, Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider and that, therefore, Customer will make no claim against Provider for the internet service uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Any filters or screening devices are limited to those in existence at the date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems. Customer understands and agrees that the Internet, by its nature, is an open portal of content and material, some of which may be inappropriate for school-aged students.
- C.** Provider assumes no responsibility for controlling, regulating, or monitoring access to the interconnected computer system(s) of the network by minors or for compliance with any laws regulating the same.
- D.** Provider reserves the right to discontinue Customer's access to the Provider's network and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of any state or federal agency; or in violation of this Agreement; or in violation of municipal, state, federal or international law.
- E.** Customer understands and agrees that Provider shall have no responsibility for Customer's or its Users accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.
- F.** Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from so monitoring.

VI. INDEMNIFICATION

CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK.

VII. TITLE AND OWNERSHIP

- A. Title to the Service Equipment shall irrevocably and under all circumstances remain with the Provider and its designees, and the Customer will take no action to knowingly compromise the rights, title, and interest of the Provider. The Customer's interest in the Services and Service Equipment is limited to non-exclusive use thereof on the premises.
- B. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

VIII. CONFIDENTIALITY OF INFORMATION

- A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information furnished by Customer.
- B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law including but not limited to the Ohio public records laws, Customer agrees not to disclose any information or documentation obtained from Provider.

IX. NOTICES

- A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name: Matthew Gdovin
Address: 700 Graham Road
City/State/Zip: Cuyahoga Falls / Ohio / 44221
Phone: 330-926-3902
Facsimile: 330-926-3901
E-mail: Gdovin@neonet.org

2. If to Customer:

Name: David Forrest
Address: 3496 Everett Road
City/State/Zip: Bath, Ohio 44210
Phone: 330-659-3102

B. GENERAL PROVISIONS

1. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.
2. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
3. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
4. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
5. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall

not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

6. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
7. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
8. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
9. **Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
10. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

EXHIBIT A

INTERNET ACCESS SERVICES

This exhibit is hereby made part of the Internet access services agreement (the "Agreement") entered between Provider and Customer on _____ (date), as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Services will be rendered for the period of the Agreement, unless otherwise stated below.

1. **Services**

Provider will render a minimum of 1Gbit of unbundled basic conduit access to the Internet. The minimum annual charges for basic conduit access to the Internet for the period of the Agreement are indicated in Section 3 below.

2. **Transport**

Provide gigabyte transport to the following building(s):

A. Revere High School

Should Customer desire to move the Service to a building that is not listed above Customer may request, via written notice, a Service location change ninety (90) days prior to the requested move. Please note that Service to the new building may not qualify for E-rate funding nor may construction charges associated with the move.

3. **Annual Charge for the period July 1, 2015 to June 30, 2020**

\$39,840

4. **Provider's Obligations**

- a) Provider will plan and coordinate all activities incidental to the implementation of the Internet access.
- b) Provider will assume all responsibilities for Internet access including the Internet router located in the instructional building.

5. **Customer's Obligations**

- a) Customer will assume all responsibilities for all local area networks (LAN) up to the building router specified in section 4 item b) above. These responsibilities include,

but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.

- b) Customer agrees to comply with equipment specifications defined by the provider for all components integral to the Internet access.
- c) Customer will supply Provider with appropriate and sufficient space and electrical power to facilitate the Internet access.
- d) Customer agrees not to connect any of its local area networks to alternative network providers without Provider approval.
- e) Customer agrees not to resell any network services provided by Provider.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer to this Agreement and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER: Revere Local Schools

Printed name of Customer

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

PROVIDER: Northeast Ohio Network for Educational Technology

Printed name of Provider

Signature of Officer or Manager for the Provider

Date

Matthew Gdovin

Printed name of Officer or Manager for the Provider

WCSR 33397897v4

New Document

**NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY
SERVICE PROVIDER CONTRACT**

VoIP

Contract Number: 050054-IPTEL1519

This agreement for the provision of IP Telephony service ("Agreement") is entered between the Northeast Ohio Network for Educational Technology (a program of the Metropolitan Regional Service Council) (Provider") and Revere Local Schools ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is an information technology center ("ITC") organized as a regional council of governments and operating as part of the Ohio Education Computer Network ("OECN"), which has been established by the State of Ohio to provide communications and other technology services to public schools and other authorized user entities; and

WHEREAS, the Customer is an educational entity in the State of Ohio, and;

WHEREAS, the Provider through its technology center desires to provide to Customer and Customer desires to secure from Providers the services detailed in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agrees as follows:

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

" *Parties* " shall mean the Customer and Provider collectively.

"*Services*" shall mean all of the duties and ministrations listed in Article III Performance of this Agreement and included on Schedule 1.

"*User*" shall mean a school or person authorized by a Customer to make use of the data services or equipment secured by Customer from Provider by this Agreement.

II. TERM AND TERMINATION

A. This Agreement is effective for all services covered herein for the period of July 1, 2015 through June 30, 2019.

B. Services provided through this Agreement will end June 30, 2019.

- C. Upon a termination of the Agreement by the Customer prior to the end of the stated term, the Customer agrees to pay Provider for contractual obligations incurred by the Provider on behalf of Customer for the original four (4) year contract period.
- D. Provider reserves the right to discontinue Customer's access to the Provider's Service, terminate this Agreement and/or seek other legal or equitable relief for use of the Service that Provider deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or local, state or federal, or international law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

III. PERFORMANCE

- A. Provider shall furnish Customer IP Telephony services on a 24-hour-per-day, 7 day-per-week basis, and as further described in attached Exhibit A.
- B. Provider shall be responsible for the maintenance of the Service and any Provider-owned service equipment located on Customer premises ("Service Equipment"). Provider and its agents shall have the right at any time during normal business hours and with advanced notice to enter the Customer's premises (complying with the Customer's visitors policy) for the purpose of maintaining, inspecting, and testing the Service Equipment. Provider shall have the right to charge the Customer costs and expenses incurred in identifying and correcting any failure in Customer's facilities or equipment, or in repairing or replacing Provider's Service Equipment which has been damaged or rendered inoperable by reason of the Customer's actions or omissions, or the failure or inadequacy of Customer's equipment.

IV. CHARGES AND PAYMENT

- A. The price of this service for each of four (4) periods shall be the annual contract price for the service as prescribed in Schedule 1-a.
- B. Customer agrees to be solely responsible to Provider for all charges set forth on Schedule 1-a for the duration of the Agreement, regardless of the approval, denial and/or receipt of E-rate funding.
- C. Charges for the Services provided under this Agreement will be billed to Customer on an annual basis.
- D. Payment of all invoices sent shall be due within thirty (30) days of the invoice date.

- E. Late payments shall be subject to a service charge of one and one half percent (1 1/2%) of any and all unpaid balance unless expressly waived by the Provider in writing. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for full payment. If the Customer's Service is suspended, Provider may charge a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above described service charges.

V. FORCE MAJEURE

Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users. Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.

VI. WARRANTIES AND LIMITATIONS ON LIABILITY

- A. The following defines Provider's entire liability with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; with respect to any errors, omissions, or negligence of Customer, its personnel, employees, agents or users; and any representations, statements, or tortuous act or omission including negligence or gross negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). Provider shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation), including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to Service described within this Agreement. Provider will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, Provider's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Provider under this Agreement.

- B. Customer warrants and represents that it will only utilize the Services provided for educational and educational administrative related activities on its premises.
- C. Provider reserves the right to discontinue Customer's access to the Provider's network and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of any state or federal agency; or in violation of this Agreement; or in violation of municipal, state, federal or international law.

VII. INDEMNIFICATION

CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK.

VIII. TITLE AND OWNERSHIP

- A. Title to the Service Equipment shall irrevocably and under all circumstances remain with the Provider and its designees, and the Customer will take no action to knowingly compromise the rights, title, and interest of the provider. The Customer's interest in the Services and Service Equipment is limited to non-exclusive use thereof on the premises.
- B. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

IX. CONFIDENTIALITY OF INFORMATION

- A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information furnished by Customer.
- B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law including but not limited to the Ohio public records laws, Customer agrees not to disclose any information or documentation obtained from Provider.

X. NOTICES

A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name: Matthew Gdovin
Address: 700 Graham Road
City/State/Zip: Cuyahoga Falls / Ohio / 44221
Phone: 330-926-3902
Facsimile: 330-926-3901
E-mail: Gdovin@neonet.org

2. If to Customer:

Name: Dave Forrest
Address: 3496 Everett Road
City/State/Zip: Bath Ohio 44210
Phone: 330-659-3102

B. GENERAL PROVISIONS

1. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.
2. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.

3. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
4. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
5. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
6. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
7. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
8. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
9. **Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
10. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had

the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

EXHIBIT A

IP TELEPHONY SERVICES

This exhibit is hereby made part of the IP Telephony Services Agreement (the "Agreement") entered between Provider and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a charge is shown below. Services will be rendered for the period of the Agreement, unless otherwise stated below.

1. **Services**

The Services provided and their attendant costs are set forth on Schedule 1-a attached hereto and incorporated herein by reference.

2. **Provider's Obligations**

- a) Provider will plan and coordinate all activities incidental to the implementation of the IP Telephony connection.
- b) Provider will assume all responsibilities for the physical IP Telephony system.

3. **Customer's Obligations**

- a) Customer agrees to comply with equipment specifications defined by the provider for all components integral to the IP Telephony service.
- b) Customer will supply Provider with appropriate and sufficient space and electrical power to facilitate the IP Telephony service.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer to this Agreement and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER: Revere Local Schools

Printed name of Customer

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

PROVIDER: Northeast Ohio Network for Educational Technology

Printed name of Provider

Signature of Officer or Manager for the Provider

Date

Matthew Gdovin

Printed name of Officer or Manager for the Provider

Schedule 1-a

Summary of Costs

This exhibit is hereby made a part of the Agreement by and between Provider and the Customer. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Provider will render Service to support a minimum of 332 phones and 435 non-eratable voicemail. Increases in support are available up to a maximum of 415 phones at \$35.00 per year per additional phone.

First year charges, based on a Four (4) year contract, are indicated below:

VoIP service	\$16,947
Installation/Hardware	\$ 0
Total Year One Pre-Discount Charges	\$16,947
E-rate Ineligible Amount of Annual Charges (voicemail)	\$5,205
E-rate Eligible Amount of Annual Charges	\$11,742

Agreement Year One Estimated Pre-Discount Total Cost	\$16,947
Agreement Year Two Estimated Pre-Discount Total Cost	\$16,947
Agreement Year Three Estimated Pre-Discount Total Cost	\$16,947
Agreement Year Four Estimated Pre-Discount Total Cost	\$16,947

WCSR 33590305v3

New Document

**NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY
SERVICE PROVIDER CONTRACT
MANAGED INTERNAL BROADBAND SERVICE**

Contract Number: 050054 MANAGED INTERNAL BROADBAND SERVICES

This agreement for the provision of managed internal broadband services ("Agreement") is entered between the Northeast Ohio Network for Educational Technology (a program of the Metropolitan Regional Service Council) (Provider") and Revere Local Schools ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is an information technology center ("ITC") organized as a regional council of governments and operating as part of the Ohio Education Computer Network("OECN"), which has been established by the State of Ohio to provide communications and other technology services to public schools and other authorized user entities; and

WHEREAS, the Customer is an educational entity in the State of Ohio, and;

WHEREAS, the Provider through its technology center desires to provide to Customer and Customer desires to secure from Providers the services detailed in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agrees as follows:

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

" *Parties* " shall mean the Customer and Provider collectively.

"*Services*" shall mean all of the duties and ministrations in Article III and Exhibit A of this Agreement.

"*User*" shall mean a school or person authorized by a Customer to make use of the data services or equipment secured by Customer from Provider by this Agreement.

II. TERM AND TERMINATION

- A. This Agreement is effective for all services covered herein for the period of July 1, 2015 through June 30, 2018.
- B. Services provided through this Agreement will end June 30, 2018
- C. Provider reserves the right to discontinue Customer's access to the Provider's Service, terminate this Agreement and/or seek other legal or equitable relief for use of the Service that Provider deems to be in violation of the rules and regulations of

the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or local, state or federal, or international law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

- D. Upon a termination of the Agreement by the Customer prior to the end of the stated term, the Customer agrees to pay Provider for contractual obligations incurred by the Provider on behalf of Customer for the original three (3) year contract period.

III. PERFORMANCE

- A. Provider shall furnish Customer managed internal broadband services including the lease, installation, operation, management, and monitoring of eligible broadband internal connections components, initial design configuration and integration of the wireless network. The Service shall be provided on a 24-hour-per-day, 7 day-per-week basis, and as further described in attached Exhibit A.
- B. Provider shall be responsible for the maintenance of the Service and any Provider-owned service equipment located on Customer premises ("Service Equipment"). Provider and its agents shall have the right at any time during normal business hours and with advanced notice to enter the Customer's premises (complying with the Customer's visitors policy) for the purpose of maintaining, inspecting, and testing the Service Equipment. Provider shall have the right to charge the Customer costs and expenses incurred in identifying and correcting any failure in Customer's facilities or equipment, or in repairing or replacing Provider's Service Equipment which has been damaged or rendered inoperable by reason of the Customer's actions or omissions, or the failure or inadequacy of Customer's equipment.

IV. CHARGES AND PAYMENT

- A. Charges for the Services provided under this Agreement are set forth in Schedule 1-a.
- B. Customer agrees to be solely responsible to Provider for all charges set forth on Exhibit A for the duration of the Agreement, regardless of the approval, denial and/or receipt of E-rate funding.
- C. Charges for the Services provided under this Agreement will be billed to Customer on an annual basis.

- D. Payment of all invoices sent shall be due within thirty (30) days of the invoice date .
- E. Late payments shall be subject to a service charge of one and one half percent (1 1/2%) of any and all unpaid balance unless expressly waived by the Provider in writing. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for fully payment. If the Customer's Service is suspended, Provider may charge a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above described service charges.

V. FORCE MAJEURE

Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users. Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.

VI. WARRANTIES AND LIMITATIONS ON LIABILITY

- A. The following provisions define Provider's entire liability with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; with respect to any errors, omissions, or negligence of Customer, its personnel, employees, agents or users; and any representations, statements, or tortuous act or omission including negligence or gross negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). Provider shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation), including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to Service described within this Agreement. Provider will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, Provider's liability for damages for breach of this

Agreement shall in no event exceed the amounts received by Provider under this Agreement.

- B. Customer warrants and represents that it will only utilize the Services provided for educational and educational administrative related activities on its premises. Where the Services provided include access to the networks, Provider does not warrant that the functions of the network will meet any specific Customer or user requirements, or that Services provided will be error free or uninterrupted; nor shall Provider be liable for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Further, Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider and that, therefore, Customer will make no claim against Provider for the internet service uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Any filters or screening devices are limited to those in existence at the date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems. Customer understands and agrees that the Internet, by its nature, is an open portal of content and material, some of which may be inappropriate for school-aged students.
- C. Provider assumes no responsibility for controlling, regulating, or monitoring access to the interconnected computer system(s) of the network by minors or for compliance with any laws regulating the same.
- D. Provider reserves the right to discontinue Customer's access to the Provider's network and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of any state or federal agency; or in violation of this Agreement; or in violation of municipal, state, international or federal law.
- E. Customer understands and agrees that Provider shall have no responsibility for Customer's or its Users accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.
- F. Provider makes no representations to Customer regarding accessibility of the Service by end-user devices. Customer acknowledges that certain end-user devices may not be compatible with the Service.
- G. Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from so monitoring.

VII. INDEMNIFICATION

CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK.

VIII. TITLE AND OWNERSHIP

- A. Title to the Service Equipment shall irrevocably and under all circumstances remain with the Provider and its designees, and the Customer will take no action to knowingly compromise the rights, title, and interest of the provider. The Customer's interest in the Services and Service Equipment is limited to non-exclusive use thereof on the premises.
- B. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

IX. CONFIDENTIALITY OF INFORMATION

- A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information furnished by Customer.
- B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law including but not limited to the Ohio public records laws, Customer agrees not to disclose any information or documentation obtained from Provider.

X. NOTICES

- A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth

below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name: Matthew Gdovin
Address: 700 Graham Road
City/State/Zip: Cuyahoga Falls / Ohio / 44221
Phone: 330-926-3902
Facsimile: 330-926-3901
E-mail: Gdovin@neonet.org

2. If to Customer:

Name: Dave Forrest
Address: 3496 Everett Rd. PO Box 340
City/State/Zip: Bath / Ohio / 44210
Phone: 330-523-3106

B. GENERAL PROVISIONS

1. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.
2. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
3. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
4. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
5. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be

held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

6. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
7. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
8. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
9. **Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
10. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

EXHIBIT A

MANAGED INTERNAL BROADBAND SERVICES

This exhibit is hereby made part of the managed internal broadband Services Agreement (the "Agreement") entered between Provider and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a charge is shown below. Services will be rendered for the period of the Agreement, unless otherwise stated below.

1. Services

The Services provided and their attendant costs are set forth on Schedule 1-a attached hereto and incorporated herein by reference.

2. Provider's Obligations

- a) Provider will plan and coordinate all activities incidental to the implementation of the managed internal broadband service.
- b) Provider will assume all responsibilities for the physical managed internal broadband service.

5. Customer's Obligations

- a) Customer will assume all responsibilities for all local area networks (LAN) up to the building router specified in section 3 item b) above. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.
- b) Customer agrees to comply with equipment specifications defined by the provider for all components integral to the managed internal broadband service.
- c) Customer will supply Provider with appropriate and sufficient space and electrical power to facilitate the hosted managed wireless service.
- d) Customer agrees not to connect any of its local area networks to alternative network providers without Provider approval.
- e) Customer agrees not to resell any network services provided by Provider.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer to this Agreement and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER: Revere Local Schools

Authorized Signature

Date

Print Name and Title

PROVIDER: Northeast Ohio Network for Educational Technology

Signature of Executive Director

Date

Matthew Gdovin

Print Name

Schedule 1-a

Summary of Costs

This exhibit is hereby made a part of the Agreement by and between Provider and the Customer. Provider will render the Service utilizing a minimum of 142 wireless access points for the duration of the Agreement. Customer may seek increased support up to a maximum of 178 wireless access points, via a written request to Provider.

The charges for the Service, based on a three-year contract, are indicated below.

Managed Internal Broadband Services

Year One (July 1, 2015 to June 30, 2016)

142 access points

Total Annual Cost: \$11,502

Year Two (July 1, 2016 to June 30, 2017)

142 access points

Total Annual Cost: \$11,502

Year Three (July 1, 2017 to June 30, 2018)

142 access points

Total Annual Cost: \$11,502

Provider will charge a fee of \$81 for each additional leased wireless access point requested by Customer during the term of the Agreement.

WCSR 33397905v3

New Document

WHEREAS, the Revere Local School District Board of Education desires to share its concern with legislators regarding the implementation of the new assessments administered under the Ohio Revised Code in the 2014-2015 school year, and

WHEREAS, the Revere Board of Education advocates for public education; and

WHEREAS, the Revere Board of Education believes in the importance of accountability as it relates to the academic success of the students of the Revere Local school District; and

WHEREAS, the Revere Board of Education supports the concerns of Superintendents and other professional educators expressed to legislators in Ohio regarding the amount of testing required for students in grades 3-12; and

WHEREAS, the Revere Board of Education also believes that testing requirements, as currently mandated, will seriously impact critical instructional time in our schools to the detriment of our students' education; and

WHEREAS, the Revere Board of Education believes that the current assessment format mandated by the Ohio Department of Education is untested and unpredictable as noted by the fact that a cut score has not been established; and

WHEREAS, HB 7 as proposed attempts to address the testing requirements by prohibiting individual student scores from certain elementary and secondary achievement assessments administered for the 2014-2015 school year from being used to determine promotion or retention or to grant course credit; and

WHEREAS, the Revere Board of Education believes that HB 7 does not address certain important issues related to the test results including their impact on the District Report Card, District funding and teacher/administrator evaluations,

SO THEREFORE BE IT RESOLVED that the Revere Board of Education requests that the Ohio Legislature institute a one-year moratorium on all accountability measures for students, teachers and Districts as related to the new state assessment requirements until a full analysis of the results of the assessments and a review of testing procedures is conducted with recommendations for improved testing protocols; and

THEREFORE BE IT FURTHER RESOLVED that instructional time for the components that have contributed to the outstanding success of Revere students and Revere Schools since long before the advent of testing be preserved by a significant reduction of testing time for state mandated assessments.

Resolved: March 17, 2015

Claudia, President Revere BOE

George Seifert, Vice President Revere BOE

Dana Appel, Member Revere BOE

Tom Kelley, Member Revere BOE

Diana Sabitsch, Member BOE

New Document

FIRST	LAST	Andrew	Karhoff	Benjamin	Rohrer
Veronica	Adornato	Zachary	Karhoff	Alexis	Saltis
Parker	Anselm	Sukhmani	Kaur	Joseph	Santucci
Andrew	Ash	Quinn	Kert	Andrew	Scott
Emma	Bennett	Stephen	Kimatian	Mia	Scott
John	Bozzelli	John	Klejka	Courtney	Smith
Vincent	Breckner	Gabrielle	Klejka	James	Soroczak
Andrew	Buie	Nicholas	Kuchar	Brandon	Spear
Andrew	Chand	Luke	Lauterjung	Kyle	Spodnik
Delaney	Chand	Marne	Leuenberger	Gavin	Talla
Tiffany	Chi	Anne	Lewandowski	Cameron	Telford
Melissa	Chi	Kieran	Magleby	Luke	Tisdale
Jeffrey	Chi	Shay	Magleby	Natalie	Tobin
Audrey	Cicerchi	Theo	Maragos	Ean	Tucker
Lily	Cole	Alexa	Maragos	Brian	Ulinski
Dominic	Congeni	Peter	Maragos	Thomas	Ulinski
Noah	Craine	John	Marchetta	Isaac	Vail
Samuel	Culver	Hayden	Matias	Elias	Vail
Natalie	Culver	Ian	Matias	Megha	Vemparala
Riya	Daneshgari	Abby	Matias	Serina	Vemparala
George	Daverio	Nicholas	May	Raphael	Vernon
Tess	Davey	Miles	McIlvaine	Allyson	Waddell
Thomas	Davey	Sophia	Mercurio	Connor	Watkins
Dominic	Denney	Drew	Mercurio	Chloe	Weidrick
Camryn	Detrick	Christina	Miller	Samantha	Wentz
Maria	Dhinojwala	Aistis	Miskinis	Clara	Wood
Nicolette	Dimora	Dominic	Fracassa	Harper	Wood
Michael	Emrick	Mark	Mosher	John	Yoakum
Essa	Emrick	Caleb	Mosher	Kyle	Yost
Ahmed	Essa	Audrey	Mosher	Emma	Yost
Mohammed	Essa	Brendan	O'Donnell	Annabelle	Yost
Noah	Essa	Neal	Pannala		
Robert	Essa	Daniel	Pasicznyk		
Katherine	Farrell	Marian	Patterson		
Katelyn	Gromofsky	Catherine	Patterson		
John	Harabedian	Maria	Petrus		
Alexander	Harabedian	Noah	Quisenberry		
Trenton	Hayes	Anysia	Reimund		
Alexander	Hiltebrant	Daria	Reimund		
Adelyn	Hong	Sophia	Richards		
Nicholas	Hong	Chloe	Richards		
Mya	Horattas	Alexa	Riemenschneider		
Eliana	Hower	Keira	Ritzman		
Nolan	Hower	Kayla	Ritzman		
Jasem	Jones	Kendall	Ritzman		
	Jwayyed	Erica	Roberts		
		Nicole	Roberts		

New Document



2015-2017

**PRIMARY SERVICE AGREEMENT
CITY, EXEMPTED VILLAGE and LOCAL SCHOOL DISTRICTS
O.R.C. 3313.843**

The Educational Service Center of Cuyahoga County (ESCCC), 6393 Oak Tree Blvd. Independence, OH 44131 and the **Revere Local Schools** Board of Education do hereby agree to implement the Primary Service Agreement as per O.R.C. 3313.843 for the 2015-2016 and 2016-2017 school years.

Services provided under a Primary Service Agreement entered into by **Revere Local Schools** may include any of the following:

- Supervisory Teachers
- In-service and Continuing Education programs for district personnel
- Curriculum Services
- Research and Development programs
- Academic instruction for which the Governing Board employs teachers pursuant to section 3319.02 of the Revised Code
- Assistance in the provision of special accommodations and classes for students with disabilities
- Any other services the District Board and Service Center Governing Board agree can be better provided by the Service Center and are not provided under an agreement entered into under section 3313.845 of the Revised Code.

Services included in the agreement shall be provided to the district in the manner specified in the agreement.

The ESCCC and Revere Local Schools enter into a primary agreement upon the following:

1. The effective date of implementation of the above services shall be from July 1, 2015 through June 30, 2017.
2. In accordance with O.R.C. 3313.843(H), the City/Exempted Village/Local School district agrees to a deduction from their State Foundation payments in the amount of \$6.50 per pupil plus any additional contracted services beyond the deduct.

3. Ninety percent 90% of the State Subsidy per pupil funds received by ESCCC pursuant to O.R.C. 3313.843(G) shall be allocated to the City/Exempted Village/Local School district towards services provided by the ESCCC under this Agreement. In the event that an agreement is not continued in any ensuing year, the unexpended balance shall remain with the ESCCC.
4. A continuous accounting of fund balances shall be kept by the ESCCC and reported to the City/Exempted Village/Local School district. Unexpended balances may be carried over to the next fiscal year.
5. Upon request of the City/Exempted Village/Local School district, the ESCCC shall employ appropriate personnel who will be assigned to the service area according to the philosophy, values, and needs of the City/Exempted Village/Local district.
6. The City/Exempted Village/Local Board of Education shall pay the ESCCC for all net costs (if not covered by the Primary Service Agreement funds) to employ personnel specified. The ESCCC shall invoice the City/Exempted Village/Local Board of Education for said net costs. Said net costs shall include cost of employee leave and substitute personnel, SERS surcharge (if any), salary, workers' compensation, unemployment compensation, severance, Medicare, retirement, liability insurance, life insurance, and health benefits attributable to the Governing Board. Should any subsequent unemployment compensation or severance claim be made by an employee covered under this contract, the City/Exempted Village/Local school district herein receiving the services shall be so liable for their proportionate share of the employee's claim. The City/Exempted Village/Local school district accepts the responsibility of conducting annual evaluation (s) of administrative, classified and certified employees pursuant to Section 3319.01, 3319.02, 3319.11 and 3319.111 of the Ohio Revised Code.

Adopted by the Revere Local Schools Board of Education on:

SUPERINTENDENT _____ DATE _____

TREASURER _____ DATE _____

Adopted by the Educational Service Center of Cuyahoga County:

SUPERINTENDENT *Robert M. Murphy* DATE February 20, 2015

TREASURER *[Signature]* DATE February 20, 2015

Resolution #2015-02-05

Cover Sheet

Educational Service Center of Cuyahoga County
Contract Submitted to
Office of Quality School Choice & Funding
State Of Ohio Department Of Education

ESC Name: ESC of Cuyahoga County

ESC IRN: 046532

District or other Entity: Revere Local Schools

District IRN: 050054

Type of Contract:

- Primary Agreement between School District and ESC per ORC 3313.843 (related to per-pupil amounts \$ 6.50 or more and supervisory services per ORC 3317.023 (E))
- Additional Agreement between School District and ESC per ORC 3313.845 (dollar amount set by agreement)
- Agreement between ESC and Community School per 3313.844 or STEM School per 3326.45
- Other Contract per ORC 3313.846 between ESC and local political subdivision other than a school district, community school, or STEM school

Type of Update:

- New Contract
- Amendment Amount of Previous Contract
- Extension of Previous Contract

Effective Date of Contract: July 1, 2015

Termination Date of Contract: June 30, 2017

Contact Person:

Name: P. JOSEPH MADAK, INTERIM SUPT

E-mail: jmadak@revereschools.org

Phone: 330-523-3104 or 3101

Signature: _____

New Document

MEMORANDUM OF UNDERSTANDING

between

Revere Education Association

and the

Board of Education of the Revere Local School District

Whereas, the State of Ohio and the Ohio Department of Education provides school districts with the option of reporting a school schedule in hours or in days; and,

Whereas, reporting our school schedule in hours provides for potential flexibility in reporting to the Ohio Department of Education; and,

Whereas, changing the reporting of our schedule in hours has no impact on all matters pertaining to wages, hours, or terms or other conditions of employment, or any provisions in our existing Master Agreement or existing Memoranda of Understanding between the Revere Education Association and the Board of Education of the Revere Local School District;

It is hereby agreed between the Revere Education Association and the Board of Education of the Revere Local School District that the schedule of the Revere Local School District shall be reported in hours.

It is further agreed that any hours in excess of the hour equivalent of 11 days used for calamity days shall be made up in accordance with an option or options acceptable by the Ohio Department of Education.

Adopted this 17th day of March 2015.

Paul Fisher, REA President

Claudia Hower, President Revere BOE

Dr. P. Joseph Madak, Interim Superintendent

Dave Forrest, CFO/COO

New Document

MEMORANDUM OF UNDERSTANDING

Attachment 5

between

O.A.P.S.E. Local 228

and the

Board of Education of the Revere Local School District

Whereas, the State of Ohio and the Ohio Department of Education provides school districts with the option of reporting a school schedule in hours or in days; and,

Whereas, reporting our school schedule in hours provides for potential flexibility in reporting to the Ohio Department of Education; and,

Whereas, changing the reporting of our schedule in hours has no impact on all matters pertaining to wages, hours, or terms or other conditions of employment, or any provisions in our existing Master Agreement or existing Memoranda of Understanding between O.A.P.S.E. and the Board of Education of the Revere Local School District; and,

Whereas, reporting the school schedule in hours shall not impact pay on calamity days and such days shall continue to be paid days as is the current practice; and,

It is hereby agreed between the O.A.P.S.E. Local 228 and the Board of Education of the Revere Local School District that the schedule of the Revere Local School District for the purposes of time in school and calamity days shall be reported in hours.

It is further agreed that for all other purposes, the existing provisions of the Master Agreement between O.A.P.S.E. Local 228 and the Board of Education of the Revere Local School District will continue as they have been.

It is further agreed that time in excess of the hour equivalent of 11 days used for calamity days shall be made up in accordance with an option or options acceptable by the Ohio Department of Education.

Adopted this 17th day of March 2015.

Josh Ruttig , President OAPSE

Delia Anderson, Vice President OAPSE

Claudia Hower, President Revere BOE

Dr. P. Joseph Madak, Interim Superintendent

Dave Forrest, CFO/COO