

REVERE LOCAL SCHOOL DISTRICT
Summit County, Ohio

February 19, 2013

Regular February 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. STUDENT PRESENTATION / STUDENT ACHIEVEMENT

- RMS Jazz Band
- BES- Christian Herchek, Technology Presentation

V. PUBLIC SPEAKS TO AGENDA ITEMS

VI. BUILDING PRINCIPALS' REPORTS

VII. TREASURER'S REPORT, Mr. David Forrest

A. Approval of Minutes

The Treasurer recommends approval of the minutes of the Organizational Meeting held January 8, 2013 and the Special Meeting held January 28, 2013 and the Regular Meeting held January 15, 2013. **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 January 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. Appropriation Adjustments

The Treasurer recommends the approval of the appropriation adjustments listed in the attached schedule be approved by the Board of Education, be it further resolved that the legal level of control be approved at the fund level.

See **Attachment T-4**.

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

E. Purchase Orders

The Treasurer recommends that the Board of Education authorize and certify payment of the purchase orders 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
0132368	1/8/13	KTM Company	\$6,315.00	Transportation

132565	1/30/13	Tuition Expense	\$12,000.00	Central Office
132709	2/12/13	O.S.B.A.	\$8,235.00	Central Office
0132408	1/11/13	Gordon Food Service	\$7,488.36	Food Service
0132261	12/18/12	Akron Wheel & Frame Inc	\$4,054.49	Bus Garage

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

F. Depository Agreement Lorain National Bank

The Treasurer recommends entering into the Depository Agreement with Lorain National Bank for the period starting February 20, 2013 to August 23, 2016. See **Attachment T-5**

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

G. Revenue Sharing Agreement - Lease for Signage at Athletic Facilities

The Treasurer recommends entering into the revenue sharing agreement with the All-Sports Boosters as detailed in **Attachment T-6**.

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

H. Internet Services – Email Hosting for Microsoft Exchange

The Treasurer recommends entering into the contract with NEONET for email hosting services, beginning July 1, 2013 and ending June 30, 2014, at an annual cost of \$3,528.00 and be it further resolved that said service is eligible for discounted pricing through Erate credits. See **Attachment T-7**.

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

I. Purchase & Installation of Security Cameras/Video Storage as Declared Under the Resolution of Urgent Necessity

The Treasurer recommends approval of the Resolution Declaring That an Urgent Necessity Exists and be it further resolved that the contract with Acuity-VCT be approved for Internet Protocol Cameras (IP) and Server Storage in the amount of \$78,502.00 with said expenditures being paid from the Permanent Improvement Fund, whereas this action is being taken by the Board of Education as part of a comprehensive plan to take all necessary steps to improve building safety & security. See **Attachments T-8 and T-9**.

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

J. Access Control & Proximity Card Control System

The Treasurer recommends entering into the contract submitted by Security Systems of America for the software and hardware needed to expand and upgrade the current access control system in the amount of \$15,538.00 for hardware, to be paid from the Permanent Improvement Fund, and be it further resolved that the annual maintenance fee for the web based operating software is \$2,315.00 whereas this action is being taken by the Board of Education as part of a comprehensive plan to take all necessary steps to improve building safety & security. See **Attachment T-10**.

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

K. Royal Communications – Network Infrastructure Upgrade

The Treasurer recommends entering into the contract submitted by Royal Communications Inc. for the installation and termination of CAT 6 cable and blank patch panels in the amount of \$12,320.00, paid from the PI Fund, to upgrade the network backbone within the District.

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

L. Time Warner Contract

The Treasurer recommends renewal of the existing contract with Time Warner for a three-year period to provide for internet connectivity to the RHS, BES and the Bus Garage at a total monthly cost of \$605.00. See **Attachment T-11**.

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

M. Amended Bond – Coordinator of Business Services

The Treasurer recommends that the Position Bond for the Coordinator of Business Services, Kevin Matowitz, approved on January 15, 2013 (effective 1/1/13), be modified and issued as a Business Manager Bond in the amount of \$70,000.00 under the OSBA Sponsored Bond Program at a total cost of \$656.25 for three years coverage, whereas no other Position Bonds are being issued.

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

N. Fund Approval Ohio K-12 Network Subsidy

The Treasurer recommends approval of the Ohio K-12 Network subsidy and that fund #451-9213 be established with appropriations set at fund level in the amount of \$7,200.00.

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

O. No Action – Treasurer Update

1. OSBA Legislative Platform
2. School Funding Update
3. OSBA Accidental Death and Dismemberment Insurance Program

VIII. BOARD MEMBERS' REPORTS

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

IX. SUPERINTENDENT'S REPORT

Personnel – Certificated/Licensed

A. New Hire Guidance Counselor – 2013/2014 School Year

It is recommended that the Board of Education approve the appointment of a Guidance Counselor:

Michael Murphey / Guidance Counselor HS/MS MA, Step 9 \$65,824.00*

* Per REA negotiated agreement

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

B. Salary Increases – Additional Education

It is recommended that the Board of Education approve a salary increase due to additional education as noted below:

Sarah Smith / Intervention Specialist HES MA, Step 0 \$44,163.00*

* Per REA negotiated agreement prorated to the start of the second semester.

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

C. Resignation – Supplemental Contract 2012/2013 School Year

It is recommended that the Board of Education approve and accept the resignation, effective immediately, of the following:

Pete Rahas Assistant Track Coach

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

D. Compensation for Supplemental Duty –Entry Year Teacher Program 2012/2013 School Year

It is recommended that the Board of Education approve an additional 1% compensation each for Kim Gerdes and Maria Fela since they each have two (2) teachers to mentor this school year. They were originally approved for 3% compensation per the REA negotiated agreement.

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

E. Supplemental Contracts – 2012/2013 School Year Except Where Noted

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

Kim Keating (MS Science Olympiad)/ Joe Williams (MS Gravity Games) 50:50 split of .02 STEM Supplemental*

Michael Murphey Assistant Track Coach*

Michael Murphey Head Football Coach* – 2013/2014 School Year

* Per REA negotiated agreement

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

F. Certificated/Licensed Leave of Absence (LOA)

It is recommended that the Board of Education approved a LOA for Nichole Bruce beginning on or about March 15, 2013 with an estimated return on or about May 6, 2013, per provisions of the current REA negotiated agreement.

It is further recommended that Lauren Rockich be approved as the long term substitute for the estimated time frame.

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

Personnel – Classified

A. Compensation – Track Duties – 2012/2013 School Year

It is recommended that the Board of Education approve Al Smesko for the following compensation, based upon the Suburban League rate schedule, for duties as a track official for the 2013 track season:

\$60/meet for Varsity competition

\$50/meet for RMS competition

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

B. Supplemental Contracts- Resignation

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

Gina Hartranft – Assistant Softball Coach for purpose of being named Head Coach for FY 12-13 Season

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

C. Supplemental Contracts

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

Gina Hartranft – Head Softball Coach – 2012/2013 School Year

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

D. Game Workers

It is recommended that the Board of Education approve the following game workers for the 2012-2013 school year with compensation per the REA Negotiated Agreement.

Eric Zeno

Jacob Hershfield

Drew Lewis

Joseph Stavole

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

Other Business

A. Overnight Field Trip

It is recommended that the Board of Education approve the Revere HS Cheerleaders squad trip to the OASSA Cheerleading Championships at the Ohio State University on March 2nd and 3rd, 2013.

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

X. REPORTS FROM CENTRAL OFFICE TEAM

A. Assistant Superintendent

B. Director of Student Services

C. Coordinator of Business Services

XI. INFORMATIONAL ITEMS

A. There will be a Special Meeting on March 12, 2013 beginning at 6:00 p.m. in the Administration Building.

B. There will be a Regular Meeting on March 19, 2013 beginning at 6:30 p.m. in the Revere High School Library.

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.

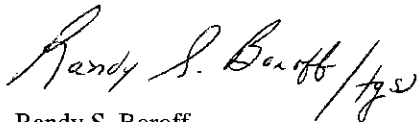
Anyone having an interest in the actions of the Board may participate during the open forum portion of the meeting. Please identify yourself to the Board President or the Superintendent prior to the meeting. Should your comments include a request for information or extended dialogue it may be necessary 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. ADJOURNMENT

Respectfully Submitted,



Randy S. Boroff
Superintendent

New Document

Revere Board of Education

RHS Library

Organizational Meeting

6:00 P.M.

January 8, 2013

Mrs. Hower called the meeting to order at 6:00 P.M.

Roll Call:

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

Diana Sabitsch, Present
George Seifert, Present

PLEDGE OF ALLEGIANCE

OATH OF OFFICE FOR NEWLY ELECTED BOARD MEMBERS

ELECTION OF PRESIDENT PRO TEM

- Res. 13-102366 Mrs. Sabitsch nominated Mrs. Hower as President Pro Tem. Only one (1) nomination was received. A motion was made by Mr. Kelley, seconded by Mrs. Sabitsch to close nominations and to cast a ballot for the nominee.

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

Mrs. Hower was elected President Pro Tem

ELECTION OF PRESIDENT FOR CALENDAR YEAR 2013 (O.R.C.3313.14)

- Res. 13-102367 Mr. Seifert nominated Mrs. Hower as President for the 2013 calendar year. Only one (1) nomination was received. A motion was made by Mr. Kelley, seconded by Mrs. Sabitsch to close nominations and to cast a ballot for the nominee.

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

Mrs. Hower was elected to the office of President.

ELECTION OF VICE-PRESIDENT FOR CALENDAR YEAR 2013 (O.R.C. 3313.14)

- Res. 13-102368 Mr. Kelley nominated Mr. Seifert as Vice-President for the 2013 calendar year. Only one (1) nomination was received. A motion was made by Mrs. Appel seconded by Mrs. Sabitsch to close nominations and to cast a ballot for the nominee.

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

Mr. Seifert was elected to the office of Vice-President.

OATH OF OFFICE FOR NEWLY ELECTED PRESIDENT AND VICE-PRESIDENT

REGULAR MEETINGS FOR 2013

- Res. 13-102369 Moved by Mr. Kelley, seconded by Mrs. Sabitsch to set the time, place, and dates for the Board of Education's Regular 2013 meetings (O.R.C. 3313.15) as listed in Attachment 1 with noted modifications.

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

BYLAWS AND POLICIES

Res. 13-102370 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to adopt the existing/revised bylaws and policies for its own operation and the operation of the school district in accordance with §3313.20 O.R.C. Details may be found in the official district Bylaws and Policies Manual on line.

And,

ESTABLISH SERVICE FUND

To certify the official enrollment of the District at 2685 students as of October 2012 and establish a Service Fund of \$7,500 for the purpose of defraying Board member expenses actually incurred in the performance of their duties, in accordance with §3313.15 O.R.C.

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

Liaisons'

Res. 13-102371 Moved by Mr. Seifert, seconded by Mrs. Appel to approve the following people as recommended:

LEGISLATIVE LIASON

It is recommended and was acted upon by the Board of Education that the President of the Board appoint one of its members, Mrs. Sabitsch, as the Revere Local School District Board of Education's Legislative Liaison to the Ohio Schools Boards Association for the 2013 calendar year.

STUDENT ACHIEVEMENT LIASON

It is recommended and was acted upon by Board of Education that the President of the Board appoint one of its members, Mr. Seifert, as the Revere Local School District Board of Education's Student Achievement Liaison to the Ohio Schools Boards Association for the 2013 calendar year.

And,

BOARD OF EDUCATION COMMITTEES

It is recommended and was acted upon by the President of the Board of Education to appoint two of its members, Mrs. Appel and Mr. Kelley to serve on the Finance and Audit Committee, Mr. Seifert and Mrs. Sabitsch to serve on the Facilities and Grounds Committee and Mrs. Hower and Mr. Kelley to serve as CVCC Board Members. Committees of Board members shall, when specifically charged to do so by the Board, conduct studies, make recommendations to the Board, and act in an advisory capacity, but shall not take action on behalf of the Board.

**Two reps required this year as part of the rotation with member districts.

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

STANDING AUTHORIZATIONS

Res. 13-102372 Moved by Mr. Kelley, seconded by Mr. Seifert to adopt the following standing authorizations for the 2013 calendar year:

- A. Authorize the Treasurer to borrow as necessary to meet current obligations until real estate taxes, personal property taxes, and/or other funds are available;

- B. Authorize the Treasurer to request advances on the collection of various taxes accruing to the Revere Local School District in accordance with O.R.C. 321.234;
- C. Authorize the Treasurer to invest available funds at the most productive interest rates, in keeping with the Board's investment policy;
- D. Authorize the Treasurer to pay invoices when due (especially when discounts apply) within the parameters of the Appropriations Measure as adopted;
- E. Authorize the Superintendent to employ personnel, as needed, on a temporary basis between Board Meetings;
- F. Authorize the Superintendent to approve construction project change orders increasing cost up to \$5,000 upon recommendation of the design professional that the change is necessary/desirable and that time is of the essence. Project changes above \$5,000 and less than \$15,000 may be approved by the Superintendent with the concurrence of two (2) Board members designated for that purpose. If one or both designated members cannot be contacted in the time available for approval, additional Board members in alphabetical order of last names will be contacted for approval;
- G. If one of the two members contacted does not agree, the change order will be submitted to the entire Board for disposition. Change orders in excess of \$15,000 or aggregate changes in any calendar month of \$50,000 require the approval of the majority of the Board. Such approval may be requested at a Regular or Special Board meeting.

And,

Legal Counsel 2013

To approve the Treasurer's recommendation that the Board of Education authorize the Superintendent or Treasurer to utilize the following firms as needed:

McGown, Markling & Whalen
1894 N. Cleveland-Massillon Rd.
Akron, OH 44333

Roetzel and Andress
222 S. Main Street
Akron, OH 44308-2098

Squire, Sanders & Dempsey
1800 Huntington Building
Cleveland, OH 44115

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

Tax Budget

Res. 12-102373 Moved by Mrs. Sabitsch, seconded by Mrs. Appel to approve the Tax Budget FY 2013-2014 as detailed in Attachment T-1.

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

SPECIAL MEETING

Special Board Meeting

- Res. 13-102374 Moved by Mr. Kelley, seconded by Mrs. Sabitsch to adjourn from the Organizational Meeting to a Special Meeting.

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

TREASURER'S REPORT

Position Bond

- Res. 13-102375 Moved by Mrs. Sabitsch, seconded by Mrs. Appel to renew the Position Bond in the amount of \$75,000.00 per covered employee for a three-year period with the Ohio School Board Association's sponsored bond program and be it further resolved that said coverage is at a total cost of \$491.25 per employee. Covered employee shall be the Coordinator of Business Services.

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

Epiphany Management Group Agreement

- Res. 13-102376 Moved by Mr. Kelley, seconded by Mr. Seifert to enter into an agreement with EMG for the period January 9, 2013 through June 30, 2013 for technology management services as detailed in Attachment T-2.

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

SUPERINTENDENT'S REPORT-No Action

EXECUTIVE SESSION

- Res. 13-102377 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to go into Executive Session at 6:40 PM to discuss matters confidential under Federal and State law.

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

- Res. 13-102378 Moved by Mrs. Appel, seconded by Mr. Seifert to come out of Executive Session and go back to Regular Session at 7:50 P.M.

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

EXECUTIVE SESSION

- Res. 13-102379 Moved by Mrs. Sabitsch, seconded by Mr. Kelley to go into Executive Session at 9:30 PM to discuss employment of personnel and the purchase and sale of property.

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

- Res. 13-102380 Moved by Mr. Kelley, seconded by Mrs. Appel to come out of Executive Session and go back to Regular Session at 10:05 P.M.

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

ADJOURNMENT

Res. 13-102381 Moved by Mrs. Appel seconded by Mr. Kelley to adjourn the meeting at 10:10 P.M.

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

Signed _____
President

Attest _____
Treasurer

Date Approved

Revere Board of Education
Library-Revere High School
5:00 P.M.

Regular Meeting
January 15, 2013

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, Absent

EXECUTIVE SESSION

Res. 13-102382 Moved by Mrs. Appel, seconded by Mr. Kelley to go into Executive Session at 5:00 PM to discuss the evaluation of Personnel.

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

Res. 13-102383 Moved by Mrs. Appel, seconded by Mr. Kelley to come out of Executive Session and go back to Regular Session at 6:16 P.M.

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

Mr. Seifert arrived 6:26 P.M.

Regular Meeting

Mrs. Claudia Hower called the meeting to order at 6:31 P.M.

PLEDGE OF ALLEGIANCE

STUDENT PRESENTATION/STUDENT ACHIEVEMENT

- Student iPad use at BES/students from Mrs. Sterpka's and Mrs. Kahoe's classes

PUBLIC SPEAKS TO AGENDA ITEMS

No action taken

BUILDING PRINCIPAL'S REPORTS

No action taken

TREASURER'S REPORT

Approval of Minutes

Res. 13-102384 Moved by Mr. Seifert, seconded by Mr. Kelley to approve the minutes of the Regular Meeting held December 18, 2011 as detailed in Attachment T-1.

And,

Approval of Financial Report

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

And,

Donations

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

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

Tax Complaints

Res. 13-102385 Moved by Mrs. Appel, seconded by Mrs. Sabitsch to approve employing McGown, Markling and Whalen for investigating and filing both original tax complaints and counter tax complaints as pro-active steps in defending the District's tax base.

And,

Transfer to Permanent Improvement Fund

To authorize transfer of \$75,000.00 from the General Fund to the Permanent Improvement Project fund to pay for future contingencies.

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

Hourly Rate Schedule

Res. 13-102386 Moved by Mrs. Sabitsch, seconded by Mr. Kelley to approve updating the hourly rate schedule as noted in Attachment T-4 in order to comply with the 2013 Minimum Wage Rates.

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

Bus Bids via Ohio Schools Council

Res. 13-102387 Moved by Mrs. Sabitsch, seconded by Mr. Seifert to participate and authorize Ohio Schools council to advertise and receive bids for up to three (3) conventional school bus chassis and bodies on behalf of the Board of Education for a fee of \$325.00

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

Informational Items-No Action

- Auditor of State Award
- Casino Revenue
- Lottery Revenue
- Legislative action 2/4 funding tax policy changes, Bi-Ennium Budget
- NEONET Financials

BOARD MEMBERS' REPORTS

Finance & Audit Committee
Facilities and Grounds Committee
Legislative Report
Cuyahoga Valley Career Center
Student Achievement Liaison

SUPERINTENDENT'S REPORT

Board of Education Recognition

Proclamation recognizing the Revere Board of Education for exemplary service to the students, staff and communities of the Revere Local School District per Attachment P.

Personnel-Certificated/Licensed

Salary Increases-Additional Education

Res. 13-102388 Moved by Mr. Kelley, seconded by Mrs. Sabitsch to approve a salary increase due to additional education as noted below:

Robert Krisch/Science RHS MA, Step 3 \$51,383.00*
*Per REA negotiated agreement prorated to the start of the second semester

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

Certificated/Licensed Leave of Absence (LOA)

Res. 13-102389 Moved by Mrs. Appel, seconded by Mr. Seifert to approve a LOA for Amy Franks, effective May 15, 2013 through the end of the current school year, per provisions of the current REA negotiated agreement.

And,

Certificated/Licensed Leave of Absence (LOA)

To approve a LOA for Julie Hanna, effective 1/7/13, per provisions of the current REA negotiated agreement. Estimated date of return is on or about 3/1/13.

And,

Long Term Substitute Teacher-2012/2013 School Year

To approve Solmaz Ziad as the long term substitute for Julie Hanna's LOA, effective 1/7/13 until on or about 3/1/13.

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

Personnel-ClassifiedResignation-Employment

- Res. 13-102390 Moved by Mr. Kelley, seconded by Mr. Seifert to approve the resignation of Lisa Simpson, effective at the end of the day 1/14/13, as an Intervention Instruction Assistant (ALC) at RHS due to other employment obligations.

And,

Resignation-Supplemental Contract 2012/2013 School Year

To approve and accept the resignation, effective immediately, of the following:

Lisa Simpson as the Head Softball Coach due to other employment obligations
Mark Uhrich as the Volleyball Coach due to other obligations

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

Personnel-Certificated/LicensedIntervention Instruction Assistants (Aides)-2012/2013 School Year

- Res. 13-102391 Moved by Mr. Kelley, seconded by Mrs. Sabitsch to approve the following as Intervention Instruction Assistants to be employed through June 5, 2013.

Jayne Jirousek	RMS	Effective 1/7/13	Step 0
Thomas Lawver	HES	Effective 1/7/13	Step 0

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

EXECUTIVE SESSION

- Res. 13-102392 Moved by Mrs. Sabitsch, seconded by Mr. Kelley to go into Executive Session at 7:48 PM to discuss confidential matter under Federal and State law, to discuss employment of personnel and to consider the purchase and/or sale of property for public purposes.

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

- Res. 13-102393 Moved by Mr. Seifert, seconded by Mrs. Sabitsch to come out of Executive Session and go back to Regular Session at 8:40 P.M.

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

Regular Meeting**Student Services**Special Education Agreement A

- Res. 13-102394 Moved by Mr. Kelley, seconded by Mrs. Sabitsch to approve Student Settlement Agreement A (a confidential document)

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

Other Business-No Action

REPORTS FROM CENTRAL OFFICE TEAM

Assistant Superintendent
Director of Student Services
Coordinator of Business Services

No action taken

INFORMATIONAL ITEMS

- A. There will be a Special Meeting on February 12, 2013 at 6:00 p.m. in the Administration Building.
- B. There will be a Regular BOE Meeting on February 19, 2013 at 6:30 P.M. in the Library of Revere High School.

CONCERNS OF THE PUBLIC AND COMMUNITY
ANNOUNCEMENTS –No action taken

ADJOURNMENT

Res. 13-102395 Moved by Mr. Kelley, seconded by Mrs. Sabitsch to adjourn the meeting at 8:50 P.M.

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

Signed _____
President

Attest _____
Treasurer

Date Approved

Revere Board of Education
Administration Building

Special Meeting

7:00 PM

January 28, 2013

The President, Mrs. Claudia Hower, called the meeting to order at 7:00 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. 13-102396 Moved by Mrs. Sabitsch, seconded by Mr. Kelley to go into Executive Session at 7:06 P.M. to consider the compensation of a public employee and employment of a public employee.

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

REGULAR SESSION

Res. 13-102397 Moved by Mrs. Sabitsch, seconded by Mr. Kelley to come out of Executive Session and return to Regular Session at 8:40 P.M.

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

ADJOURNMENT

Res. 13-102398 Moved by Mrs. Hower, seconded by Mr. Kelley to adjourn the meeting at 8:47 P.M.

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

Signed _____
President

Attest _____
Treasurer

Date Approved

New Document

JANUARY 31, 2013

Financial Report



Revere Local School District

David R. Forrest
Treasurer

FINANCIAL REPORTS - Index

For Month of January 2013

Schedule

Cash Reconciliation Report	A
• 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
• 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
• Financial summary of the General Fund comparing budgeted revenues and expenditures to actual.	
Permanent Improvement Fund Report	D
• Financial summary by month of all activity on the PI Fund.	
Food Service Report	E
• Consolidated summary by month of the food service operation for all four school buildings.	

FISCAL 2013
January 2013 Month End Report
Cash Reconciliation Report

Total Fund Balance	<u>\$16,241,381.86</u>
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Gross Depository Bank Balances:

1) First Merit Business Checking Account	\$1,804,198.19
2) First Merit Payroll Account	\$0.00
3) First Merit Business Savings	\$242.11

Investments

First Merit Sweep Account	\$5,045,000.00
A.P.Y. 0.100%	
Star Bank at 0.10%	\$103.93
TriState Capital Bank	\$3,755,538.96
CD-Tri State Capital - matures 8/22/13 1.0%	\$1,000,000.00
CD-Tri State Capital - matures 9/19/13 1.0%	\$1,000,000.00
CD-Tri State Capital - matures 9/26/13 1.0%	\$502,991.78
CD-Tri State Capital - matures 10/11/13 1.00%	\$500,746.85
CD-Tri State Capital - matures 12/5/13 1.00%	\$500,000.00
CD-Tri State Capital - matures 12/5/13 1.00%	\$251,620.54
UBS-CUSIP#90262CP50 - matures 2/5/13 .590%	\$997,050.00
Stifel Nicolaus-matures 4/23/14 .370%	\$999,466.11

	<u><u>Total</u></u> <u>\$14,552,518.17</u>
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Cash in Transit to Depository

Petty Cash Balances:

Building Principals	\$400.00	
Athletic Director	\$100.00	
Bus Garage	\$0.00	
Treasurer's Office	\$200.00	
Sub-total Petty Cash	<u>\$700.00</u>	\$700.00

Change Funds	\$0.00
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Total	<u>\$16,357,658.47</u>
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Outstanding Checks	(\$114,146.51)
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Adjustments

Adjustments	<u>(\$2,130.10)</u>	
		(\$2,130.10)

Adjusted Total	<u>\$16,241,381.86</u>
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Cash on Hand (unrecorded and undeposited)	\$0.00
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Date: 02/04/2013
Time: 2:54 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - January 31, 2013

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Fund #	Fund Description	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
Begin Balance	MTD Receipts						
001 0000 GENERAL FUND							
15,397,156.77	273,258.63	16,436,795.80	2,422,422.08	22,680,727.83	9,153,224.74	1,852,122.98	7,301,101.76
002 0000 BOND RETIREMENT							
626,685.69	0.00	696,222.67	0.00	1,291,374.53	31,533.83	0.00	31,533.83
002 9012 Bond Debt Service QSCB							
0.00	0.00	82,902.24	0.00	82,902.24	0.00	0.00	0.00
003 0000 PERMANENT IMPROVEMENT FUND							
3,540,728.20	75,000.00	750,211.80	76,188.48	2,127,322.42	2,163,617.58	346,263.45	1,817,354.13
003 9001 PERMANENT IMPROVEMENT RESERVE FUNDS							
150,000.00	0.00	0.00	0.00	0.00	150,000.00	0.00	150,000.00
004 0000 BUILDING FUND							
6,806.34	10.46	168.87	0.00	0.00	6,975.21	0.00	6,975.21
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 9012 BUILDING FUND - HB 264							
301,521.08	0.00	0.00	0.00	300,221.08	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							
1,713.03	74,294.58	751,188.39	73,937.30	506,810.09	246,091.33	50,955.52	195,135.81
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							
4,574.69	0.00	0.00	0.00	2,000.00	2,574.69	0.00	2,574.69
007 9310 PAPPANO MEMORIAL SCHOLARSHIP FUND							
3,100.00	0.00	2,000.00	0.00	750.00	4,350.00	0.00	4,350.00
007 9311 THE ERIC MORANT MEMORIAL FUND							
2,370.00	0.00	1,550.00	0.00	0.00	3,920.00	0.00	3,920.00
007 9355 LUEPTOW ART FUND							
223.13	0.00	0.00	0.00	0.00	223.13	0.00	223.13
007 9370 PAULETT MEMORIAL SCHOLARSHIP FUND							
2,500.00	0.00	0.00	0.00	1,500.00	1,000.00	0.00	1,000.00

Date: 02/04/2013
Time: 2:54 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - January 31, 2013

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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
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	0.00	0.00	1,000.00	0.00	0.00	0.00
007 9387	BANAS CHEERLEADING SCHOLARSHIP						
1,500.00	0.00	0.00	0.00	500.00	1,000.00	500.00	500.00
007 9388	Teacher Excellence Award						
3,500.61	0.00	0.00	499.00	997.00	2,503.61	0.00	2,503.61
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						
2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
007 9391	PATRICK ALFIERI LIVES SCHOLARSHIP FUND						
30,998.82	550.00	3,950.00	0.00	3,000.00	31,948.82	0.00	31,948.82
007 9392	The Jennifer Lyn Mears Library Memorial Fund						
900.00	0.00	50.00	0.00	0.00	950.00	0.00	950.00
007 9393	Express Employment Professional Scholarship						
500.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00
007 9394	JAMES BENNETT WASHINGTON DC MEMORIAL FUND						
0.00	50.00	800.00	0.00	0.00	800.00	0.00	800.00
008 9360	MYRON WINDER SCHOLARSHIP						
17,130.38	1.46	11.54	0.00	0.00	17,141.92	0.00	17,141.92
009 9100	UNIFORM SCHOOL SUPPLIES - BATH SCHOOL						
27,242.94	120.00	14,888.00	0.00	435.49	41,695.45	0.00	41,695.45
009 9200	UNIFORM SCHOOL SUPPLIES - HILLCREST SCHOOL						
12,072.08	460.00	28,986.00	0.00	20,291.72	20,766.36	896.89	19,869.47
009 9400	UNIFORM SCHOOL SUPPLIES - MIDDLE SCHOOL						
1,030.61	250.00	26,909.15	1,129.26	20,009.70	7,930.06	2,149.02	5,781.04
009 9500	UNIFORM SCHOOL SUPPLIES - HIGH SCHOOL						
9,377.53	650.00	72,294.00	3,288.58	46,338.77	35,332.76	10,535.45	24,797.31
012 0000	ADULT EDUCATION						
973.25	0.00	0.00	0.00	0.00	973.25	0.00	973.25

Date: 02/04/2013
Time: 2:54 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - January 31, 2013

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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
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 0000	PUBLIC SUPPORT FUND						
0.00	0.00	689.07	0.00	0.00	689.07	0.00	689.07
018 9100	PUBLIC SCHOOL SUPPORT - BATH SCHOOL						
15,156.01	537.93	36,449.74	306.55	31,934.70	19,671.05	885.00	18,786.05
018 9200	PUBLIC SCHOOL SUPPORT - HILLCREST SCHOOL						
33,039.41	9,489.23	19,020.51	1,097.43	20,053.38	32,006.54	20,048.50	11,958.04
018 9400	PUBLIC SCHOOL SUPPORT - MIDDLE SCHOOL						
34,401.54	3,390.41	6,178.34	361.81	2,977.68	37,602.20	2,121.52	35,480.68
018 9500	PUBLIC SCHOOL SUPPORT - HIGH SCHOOL						
9,060.58	107.54	6,445.36	242.21	4,056.31	11,449.63	1,624.00	9,825.63
019 9204	CHAMBER GRANT						
393.58	0.00	0.00	0.00	0.00	393.58	0.00	393.58
020 9005	SPECIAL ENTERPRISE-RENTAL PROPERTY						
77,485.63	550.00	3,850.00	0.00	389.20	80,946.43	4.01	80,942.42
022 0000	DISTRICT AGENCY FUND - UNCLAIMED MONEY						
2,201.32	0.00	0.00	0.00	0.00	2,201.32	0.00	2,201.32
024 0000	EMPLOYEE BENEFITS, SELF-INSURANCE						
32,040.08	1,903.90	47,528.20	3,593.89	24,970.44	54,597.84	13,541.54	41,056.30
026 9001	EMPLOYEE BENEFITS: MEDICAL/DENTAL						
13,093.81	323,712.63	5,763,919.70	325,264.37	2,269,511.98	3,507,501.53	367,349.54	3,140,151.99
026 9002	FLEXIBLE SPENDING PLAN						
24,115.72	8,019.00	122,572.33	7,100.45	57,516.91	89,171.14	38,957.91	50,213.23
026 9003	EMPLOYEE HEALTH CARE						
163,044.74	0.00	0.00	0.00	14,976.84	148,067.90	0.00	148,067.90
200 9212	CLASS OF 2012						
10,921.58	0.00	35.00	0.00	38.50	10,918.08	0.00	10,918.08
200 9213	CLASS OF 2013						
2,769.22	680.00	5,924.00	1,408.50	1,408.50	7,284.72	0.00	7,284.72
200 9214	CLASS OF 2014						
4,108.87	146.50	618.73	0.00	0.00	4,727.60	0.00	4,727.60

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Time: 2:54 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - January 31, 2013

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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 9215	CLASS OF 2015							
528.20	0.00	563.20	0.00	0.00	1,091.40	332.50	758.90	
200 9216	CLASS OF 2016							
500.00	0.00	0.00	0.00	0.00	500.00	0.00	500.00	
200 9317	NATIONAL HONOR SOCIETY							
2,272.41	0.00	0.00	0.00	873.50	1,398.91	0.00	1,398.91	
200 9318	LANTERN							
1,089.34	0.00	0.00	0.00	25.25	1,064.09	0.00	1,064.09	
200 9320	MIDDLE SCHOOL STUDENT COUNCIL							
674.51	0.00	3,428.00	19.76	1,689.18	2,413.33	1,564.38	848.95	
200 9321	HIGH SCHOOL STUDENT COUNCIL							
6,427.48	0.00	11,448.48	0.00	7,794.16	10,081.80	785.29	9,296.51	
200 9322	REVERE PLAYERS							
35,876.24	2,984.00	7,009.00	161.65	7,853.07	35,032.17	11,840.85	23,191.32	
200 9323	YEARBOOK							
6,602.18	190.00	2,075.00	0.00	842.48	7,834.70	20.00	7,814.70	
200 9350	INSTRUMENTAL MUSIC							
289.10	0.00	0.00	0.00	0.00	289.10	0.00	289.10	
200 9365	ART CLUB							
1,431.42	0.00	80.00	0.00	0.00	1,511.42	64.59	1,446.83	
200 9370	NATIONAL ART HONOR SOCIETY							
264.09	0.00	4,360.00	0.00	45.65	4,578.44	2,400.00	2,178.44	
200 9375	CHESS CLUB							
150.17	15.00	270.00	0.00	0.00	420.17	0.00	420.17	
200 9380	KEY CLUB							
3,150.11	0.00	520.00	0.00	690.99	2,979.12	0.00	2,979.12	
200 9390	INTERNATIONAL CLUB							
492.56	20.00	443.00	0.00	0.00	935.56	0.00	935.56	
200 9395	PROJECT LOVE							
216.21	0.00	0.00	0.00	0.00	216.21	0.00	216.21	
200 9400	MARKETING EDUCATION							
2.58	0.00	0.00	0.00	0.00	2.58	0.00	2.58	

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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 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						
38,027.03	6,890.13	113,634.29	7,530.64	85,941.98	65,719.34	49,234.50	16,484.84
300 9230	CHORAL						
826.65	0.00	0.00	0.00	0.00	826.65	0.00	826.65
300 9330	C.A.R.E.						
18.61	0.00	105.00	0.00	0.00	123.61	150.00	26.39-
300 9501	FOOTBALL						
20,326.27	0.00	32,815.44	1,941.85	49,722.93	3,418.78	1,844.45	1,574.33
300 9502	VOLLEYBALL						
4,645.50	0.00	3,078.92	0.00	7,710.87	13.55	0.00	13.55
300 9503	BOYS SOCCER						
3,102.50	0.00	2,879.00	1,000.00	2,358.12	3,623.38	0.00	3,623.38
300 9504	GIRLS SOCCER						
7,128.27	0.00	2,898.21	117.49	2,153.34	7,873.14	0.00	7,873.14
300 9505	BOYS TENNIS						
344.91	0.00	0.00	0.00	35.00	309.91	0.00	309.91
300 9506	GIRLS TENNIS						
3,723.87	0.00	822.00	0.00	3,249.13	1,296.74	268.78	1,027.96
300 9507	WRESTLING						
5,808.98	484.00	6,767.91	1,633.93	10,687.17	1,889.72	284.00	1,605.72
300 9508	CHEERLEADING						
4,367.41	0.00	450.00	0.00	832.00	3,985.41	830.00	3,155.41
300 9509	BOYS BASKETBALL						
3,824.32	0.00	17,540.00	4,027.52	20,744.56	619.76	1,145.16	525.40-
300 9510	GIRLS BASKETBALL						
12,264.55	0.00	10,590.00	7,690.00	15,399.16	7,455.39	3,165.88	4,289.51
300 9511	BOYS GOLF						
5,815.01	0.00	500.00	0.00	2,439.00	3,876.01	900.00	2,976.01
300 9512	GIRLS GOLF						
1,345.46	0.00	1,425.00	0.00	2,312.29	458.17	0.00	458.17

Date: 02/04/2013
Time: 2:54 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - January 31, 2013

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Fund #	Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
300 9513	BASEBALL	6,723.69	11,834.16	11,834.16	1,566.92	5,155.34	13,402.51	882.76	12,519.75
300 9514	SOFTBALL	6,207.57	0.00	2,287.55	0.00	1,220.00	7,275.12	2.33	7,272.79
300 9515	SWIMMING	2,978.17	0.00	202.00	387.00	1,385.84	1,794.33	412.00	1,382.33
300 9517	CROSS COUNTRY	7,442.67	0.00	210.00	0.00	6,846.16	806.51	100.00	706.51
300 9519	BOYS TRACK	212.84	0.00	50.00	0.00	0.00	262.84	35.00	227.84
300 9520	GIRLS TRACK	32.02	0.00	250.00	129.00	154.00	128.02	0.00	128.02
300 9521	BOYS LACROSSE	850.27	0.00	350.00	0.00	0.00	1,200.27	0.00	1,200.27
300 9522	GIRLS LACROSSE	1,327.13	0.00	300.00	200.00	200.00	1,427.13	0.00	1,427.13
300 9524	DANCE TEAM	1,153.82	2,070.00	2,345.00	100.00	474.49	3,024.33	1,438.95	1,585.38
300 9525	OHSA TOURNAMENTS	0.00	0.00	15,206.45	0.00	12,619.45	2,587.00	0.00	2,587.00
401 9212	AUX. SERVICES-OLD TRAIL	49,724.53	0.00	6.68	1,288.70	44,507.74	5,223.47	5,011.57	211.90
401 9213	AUX. SERVICES-OLD TRAIL	0.00	1.87	164,309.65	24,141.26	160,194.85	4,114.80	108,935.62	104,820.82-
504 9002	EDUCATION JOBS FUND	5,849.93	0.00	8,769.39	0.00	14,619.32	0.00	0.00	0.00
506 9002	RACE TO THE TOP - YR 2 (FY2012)	1,034.40	0.00	5,161.44	0.00	6,195.84	0.00	0.00	0.00
506 9003	RACE TO THE TOP - YR 3 (FY2013)	0.00	0.00	0.00	404.60	9,079.81	9,079.81-	2,600.00	11,679.81-
516 9013	IDEA SPECIAL ED- PART B (7/1/12-6/30/13)	0.00	36,987.59	336,529.67	39,837.73	342,072.95	5,543.28-	5,777.61	11,320.89-

Date: 02/04/2013
Time: 2:54 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - January 31, 2013

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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
516 9212	IDEA SPECIAL EDUCATION - PART B	31,423.34	0.00	435.60	0.00	31,858.94	0.00	0.00	0.00
516 9213	SPECIAL EDUCATION PART B - PARENT MENTOR	0.00	5,446.17	5,446.17	0.00	0.00	5,446.17	0.00	5,446.17
516 9312	SPECIAL EDUCATION PART B - PARENT MENTOR	2,686.80	0.00	0.00	0.00	2,686.80	0.00	0.00	0.00
516 9313	PAREMT MENTOR -(7/1/12-6/30/13)	0.00	0.00	6,673.49	3,916.65	14,841.86	8,168.37-	9,458.14	17,626.51-
533 9212	TITLE IID - TECH	307.21	0.00	307.21-	0.00	0.00	0.00	0.00	0.00
533 9213	TITLE IID - TECH	0.00	0.00	307.21	582.58-	614.42	307.21-	0.00	307.21-
551 9313	TITLE III - IMMIGRANT	0.00	0.00	0.00	0.00	1,139.00	1,139.00-	0.00	1,139.00-
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 9212	TITLE I - FY2012 (8/3/11-6/30/12)	7,478.02	0.00	15,884.46	0.00	23,362.48	0.00	0.00	0.00
572 9213	TITLE I - FY2013 (7/1/12-6/30/13)	0.00	8,521.98	78,564.26	11,681.32	78,404.92	159.34	0.00	159.34
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 9212	TITLE IIA - FY2012 (8/3/11-6/30/12)	5,071.19	0.00	2,209.09-	0.00	2,862.10	0.00	0.00	0.00
590 9213	TITLE IIA - FY2013 (7/1/12-6/30/13)	0.00	0.00	11,144.47	5,002.54	23,880.63	12,736.16-	0.00	12,736.16-
GRAND TOTALS:									
		20,997,060.70	848,627.17	25,769,613.24	3,029,035.89	30,525,292.08	16,241,381.86	2,917,439.69	13,323,942.17

FORM SM-2

DATE: 02/04/2013
TIME: 14:56:29

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

FISCAL YEAR: 2013 MONTH: 01

	MONTHLY ESTIMATE	MONTHLY ACTUAL	MONTHLY DIFFERENCE	FISCAL YTD ESTIMATE	FISCAL YTD ACTUAL	FISCAL YTD DIFFERENCE
REVENUES						
01.010 General Property (Real Estate)	0	0	0	12,705,811	12,705,811	0
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	150,000	255,320	105,320	1,130,168	1,324,045	193,877
01.040 Restricted Grants-in-Aid	0	0	0	4,000	0	4,000-
01.045 Restricted Grants-in-Aid - SFSF	0	0	0	0	8,769	8,769
01.050 Property Tax Allocation	0	0	0	1,407,370	1,832,841	425,471
01.060 All Other Operating Revenue	65,000	17,939	47,061-	483,905	564,602	80,697
01.070 Total Revenue	215,000	273,259	58,259	15,731,254	16,436,068	704,814
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	0	0	0	0	7,548	7,548
02.060 All Other Financing Sources	0	0	0	21,952	1,952	20,000-
02.070 Total Other Financing Sources	0	0	0	21,952	9,500	12,452-
02.080 Total Revenues and Other Financing Sources	215,000	273,259	58,259	15,753,206	16,445,568	692,362
EXPENDITURES						
03.010 Personal Services	1,430,000	1,355,257	74,743-	10,997,356	10,815,629	181,727-
03.020 Employees' Retirement/Insurance Benefits	450,000	580,905	130,905	3,918,738	3,933,423	14,685
03.030 Purchased Services	750,000	305,232	444,768-	3,461,544	2,547,682	913,862-
03.040 Supplies and Materials	250,000	89,936	160,064-	1,361,699	660,389	701,310-
03.050 Capital Outlay	10,000	8,531	1,469-	148,951	199,424	50,473
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	215,051	215,051
04.055 Debt Service: Principal - Other	0	0	0	0	0	0
04.060 Debt Service: Interest and Fiscal Charges	0	0	0	0	0	0
04.300 Other Objects	40,000	7,561	32,439-	459,503	298,748	160,755-
04.500 Total Expenditures	2,930,000	2,347,422	582,578-	20,347,791	18,670,346	1,677,445-
OTHER FINANCING USES						
05.010 Operating Transfers - Out	0	75,000	75,000	65,000	75,000	10,000
05.020 Advances - Out	0	0	0	0	3,950,000	3,950,000
05.030 All Other Financing Uses	0	0	0	0	0	0
05.040 Total Other Financing Uses	0	75,000	75,000	65,000	4,025,000	3,960,000
05.050 Total Expenditure and Other Financing Uses	2,930,000	2,422,422	507,578-	20,412,791	22,695,346	2,282,555
06.010 Excess Rev & Oth Financing Sources over(under) Exp &	2,715,000-	2,149,163-	565,837	4,659,585-	6,249,778-	1,590,193-
07.010 Beginning Cash Balance	13,458,422	11,302,392	2,156,030-	15,403,007	15,403,007	0
07.020 Ending Cash Balance	10,743,422	9,153,229	1,590,193-	10,743,422	9,153,229	1,590,193-
08.010 Outstanding Encumbrances	0	1,852,123	1,852,123	0	1,852,123	1,852,123

FY2013								
REVERE LOCAL SCHOOL DISTRICT								
PERMANENT IMPROVEMENT - FUND #003								
Monthly Cash Flow Spending Plan Report								

FY2013

REVERE LOCAL SCHOOLS FOOD SERVICE ENTERPRISE-FUND #006

Monthly Cash Flow Spending Plan Report

INCOME	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	TOTALS
BEGINNING BALANCES	\$1,713.03	(\$39,015.24)	\$258,789.07	\$249,691.82	\$231,101.93	\$237,011.81	\$245,734.05	\$246,091.33	
Interest Earnings									\$0.00
Student Lunch Sales	\$801.40	\$62,129.05	\$45,918.05	\$58,179.25	\$50,712.80	\$43,258.65	\$47,853.85		\$308,853.05
Student A-La-Carte Sales		\$8,873.63	\$12,946.46	\$14,580.95	\$13,944.00	\$10,600.86	\$13,607.28		\$74,553.18
Student Milk Sales		\$436.00	\$1,122.00	\$1,239.00	\$1,018.00	\$779.00	\$867.50		\$5,461.50
Adult Lunch Sales		\$460.05	\$1,370.45	\$1,570.70	\$1,334.10	\$1,101.30	\$1,337.15		\$7,173.75
Catering - Bath									\$0.00
Catering - Hillcrest									\$0.00
Catering - RMS									\$0.00
Catering - RHS					\$513.87	\$275.40			\$789.27
Miscellaneous									\$0.00
Vending Commissions - RMS		\$63.10	\$154.20	\$213.66	\$236.40	\$277.90	\$197.35		\$1,142.61
Vending Commissions - RHS	\$45.64		\$221.01	\$494.37	\$315.55	\$317.81	\$499.34		\$1,893.72
State Subsidy						\$559.86	\$279.93		\$839.79
Federal Subsidy				\$16,431.70	\$13,155.69	\$11,211.95	\$9,652.18		\$50,451.52
Transfers In									\$0.00
Initial Advance In		\$300,000.00							\$300,000.00
Refund/Prior Year Expenditure	\$30.00								\$30.00
Advances In									\$0.00
TOTALS RECEIPTS	\$877.04	\$371,961.83	\$61,732.17	\$92,709.63	\$81,230.41	\$68,382.73	\$74,294.58	\$0.00	\$751,188.39

EXPENDITURES														JULY												AUGUST												SEPT												OCT												NOV												DEC												JAN												FEB												TOTALS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											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New Document

**LIST OF DONATIONS
RECEIVED BY THE REVERE LOCAL SCHOOL DISTRICT
02/19/2013**

CASH DONATIONS

1. To: Revere Schools, \$550.00, contributions to the Patrick Alfieri Lives Scholarship Fund.
From: Brad and Lorraine Coram (\$500.00)
Mark and Linda Leventhal (\$50.00)
2. To: Revere Schools, \$400.00, for the performance at the Capital Conference in November by the High School Symphonic Choir.
From: Ohio School Boards Association
3. To: Middle School, \$50.00, contribution to the James Bennett Washington DC Memorial Fund.
From: Christopher and Kathy Hayes
4. To: Bath School, \$22.50, to be divided up between the Library, Music and Art departments.
From: Nancy Kusinski

EQUIPMENT / OTHER DONATIONS

1. To: Middle School, \$500.00, a drum set for the Music Department.
From: Sal and Samantha Milazzo

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

New Document

Attachment T-4

Adjustments FY2013 Permanent Appropriations February 19, 2013

The Treasurer recommends that the Board approve the appropriation adjustments in the stated amounts listed below, approve these appropriations at fund level, and authorize the District's participation in any new Grants/Funds if applicable. It is further moved that all expenditures for grants be based upon the budgets submitted to and approved by the funding agencies or the applicable Activity/Purpose Statement.

Category/Description	Fund #	Action	Adjustment	Adjusted Appropriation Total
<u>Special Revenue Funds</u>				
Title IIA	590	INCREASE	\$915.07	\$71,915.03
Title I	572	DECREASE	-\$6,294.11	\$241,943.66
Title IID	533	DECREASE	-\$1,833.96	\$614.42
<u>Enterprise Funds</u>				
<u>Internal Service Funds</u>				
<u>Capital Projects Fund Class</u>				
<u>Trust Fund Class</u>				
Student Activity Trust	007	INCREASE	\$15,000.00	\$30,000.00
<u>Agency Fund Class</u>				
Total of adjustments and or increase to the District's Appropriations			\$7,787.00	

New Document



457 Broadway
Lorain, OH 44052
800-860-1007
www.4lnb.com

February 14, 2013

Mr. David Forrest
Revere Local Schools
3496 Everett Rd.
Richfield, OH 44286

RE: Application to become a Public Depository for Revere Local Schools

Dear Mr. Forrest:

The Lorain National Bank is pleased to submit its application to become a public depository for the Active Deposits of **Revere Local Schools**, of Three (3) years commencing on **February 20, 2013 to August 23, 2016** as provided by the Uniform Depository Act, Chapter 135, Ohio Revised Code.

As required by law, securities at market value will be pledged to secure such deposits and held in custody for the **Revere Local Schools** at the Federal Reserve Bank of Cleveland. At no time will our public monies, including your deposits, exceed 30 percent of non-public deposits. Please notify us if you have additional depository needs beyond the limits of this agreement so we may collateralize such deposits.

In accordance with the Uniform Depository Act, Chapter 135, Ohio Revised Code, we have enclosed the following information:

1. Lorain National Bank and its Morgan Bank division have 20 retail-banking locations and 28 ATMs in Lorain, Erie, Cuyahoga and Summit counties.
2. The combined capital accounts of Lorain National Bank as of our latest Report of Condition were \$1,168,422
3. A copy of our 2011 Annual Report of LNB Bancorp, Inc. and subsidiaries.

We wish to apply for your active deposits up to our maximum quota as a qualifying institution during the period of designation.

The Lorain National Bank also wishes to be a public depository for any inactive and interim deposits as described in the Uniform Depository Act, Chapter 135, Ohio Revised Code, that **Revere Local Schools** may have available from time to time during the period of designation.

Revere Local Schools

Depository Agreement
Page 2

LNB Bancorp, Inc. is a \$1.1 billion financial holding company. Its major subsidiary, The Lorain National Bank, is a full-service commercial bank, specializing in commercial, personal banking services, residential mortgage lending and investment and trust services. The Lorain National Bank and Morgan Bank serve customers through 20 retail-banking locations and 28 ATMs in Lorain, Erie, Cuyahoga and Summit counties. North Coast Community Development Corporation is a wholly owned subsidiary of The Lorain National Bank. Brokerage services are provided by the bank through an agreement with Investment Centers of America. For more information about LNB Bancorp, Inc., and its related products and services or to view its filings with the Securities and Exchange Commission, visit us at <http://www.4lnb.com>.

Lorain National Bank is an Equal Employment Opportunity Employer.

Please sign and date both copies of the Memorandum of Agreement for Deposit of Public Funds. Return one to my attention and retain one for your files.

Thank you again for allowing Lorain National Bank the opportunity to continue serving the **Revere Local Schools**. We truly appreciate your business and look forward continuing our relationship. .

Respectfully Submitted,

Marianne O'Connor
Vice President

Enclosures

Revere Local Schools

Depository Agreement
Page 3

STATE OF OHIO)
)
COUNTY OF LORAIN) ss

That The Lorain National Bank by Marianne O'Connor Vice President, being first duly sworn deposes and says that the statements made in this application and attached Reports of Condition are true as she verily believes.

THE LORAIN NATIONAL BANK

By _____
Marianne O'Connor
Vice President

Sworn to before me and signed in my presence by Marianne O'Connor, Vice President of The Lorain National Bank, this the 20th day of February, 2013.

Notary Public

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This is an agreement between **Lorain National Bank**, a National bank located and doing business in **Summit County** through an office in **Hudson**; and **Revere Local Schools** whereby **Revere Local Schools** accepts the bank's offer to serve as public depository during the period from **February 20, 2013 through August 23, 2016 inclusive**.

Therefore, under this agreement the sub-division will appoint **Lorain National Bank** as its depository and will deposit funds as enumerated below:

a) **Revere Local Schools** will deposit active funds and the bank will accept to a maximum of **\$20,000,000.00** or any part thereof. For the service of making active funds accessible by demand, check, draft or other similar instrument, the bank may charge a reasonable fee, as enumerated under Section 135.16 of the Ohio revised Code.

b) **Revere Local Schools** will deposit and the bank will accept as inactive deposits a maximum of **\$20,000,000.00** or any part thereof. The bank will issue Certificates of Deposit during the period of designation in the amount desired. The following is a schedule of rates of interest presently being paid on Certificates of Deposit:

\$ _____ to be held for not less than 90 days inclusive at _____ 0.12%*

\$ _____ to be held for not less than 180 days inclusive at _____ 0.17%*

\$ _____ to be held for not less than 365 days inclusive at _____ 0.30%*

* All rates on large balances are negotiable.

c) **Revere Local Schools** will deposit and the bank will accept as interim deposits a maximum of **\$20,000,000.00** or any part thereof. The bank will issue Certificates of Deposit during the period of designation in the amount deposited. The following is a schedule of rates of interest presently being paid on Certificates of Deposit:

\$ _____ to be held for not less than 90 days inclusive at _____ 0.12% *

\$ _____ to be held for not less than 180 days inclusive at _____ 0.17% *

\$ _____ to be held for not less than 365 days inclusive at _____ 0.30%*

* All rates on large balances are negotiable.

For inactive and interim deposits, the interest payable on Certificates of Deposit will be at the maturity thereof or at the time of withdrawal prior thereto. Also, for inactive and interim deposits, the interest rates are subject to change from time to time. While the information contained in this agreement represents current interest rates, in the future, such quotations should be obtained from the bank during normal banking hours. If a deposit is renewed, it shall carry the then prevailing interest rate at that time on that type of deposit.

The total amount thus awarded under this agreement totals \$20,000,000.00* which does not exceed the limitations set forth under Chapter 135 of thirty percent (30%) of total assets.

The bank will secure all public deposits at the bank's option under either Section 135.18 or Section 135.181, in an amount sufficient to meet the requirements of Chapter 135.

On the last business day of each month during the period that any funds awarded pursuant to this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active monies in its possession. The bank may charge a reasonable fee for providing monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto. The bank also further agrees that it will abide by any state and federal laws, rules or regulations or any amendments thereto. If any such laws, rules or regulations are changed or amended during the terms of the designation as public depository, and if the change of laws, rules or regulations will cause this agreement to become unlawful, at the bank's option, this agreement shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this agreement, the depositor agrees to be subject to the rules which govern the accounts in which the depositors' funds are deposited. Also, the depositor agrees to provide the bank the names and signatures of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing these persons authority as the bank may request.

Revere Local Schools

Lorain National Bank

By: _____

By: _____
Marianne O'Connor
Vice President – Treasury Mgmt.

Dated: _____

New Document

**LICENSE AND LEASE BETWEEN
THE REVERE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE REVERE BOOSTER ORGANIZATIONS**

This Agreement is entered into by and between the Revere Local School District Board of Education ("Board") and the _____ ("Boosters").

The Board and the Boosters find it to be mutually advantageous and in the best interest of the students and the residents of the Revere Local School District to enter into this agreement that will address the fund-raising efforts of the Boosters.

The parties agree as follows:

1. The Board grants to the Boosters a license and lease for the display of advertisements on property owned by the Board subject to the terms of this agreement and for the consideration of One Dollar (\$1.00) per year.
2. The term of this agreement is for one year from July 1, ____ through June 30, ____.
3. The specific location, type of signage and description of the advertising signage under this agreement is as follows:

4. The Boosters shall pay to the Revere Local School District, for payment into the High School Athletic Fund, 20% of the gross proceeds from the sale of each sign. The balance of the proceeds will be distributed as follows: 80% of the gross proceeds to the Revere All Sports Boosters Club.
5. The Boosters may place appropriate advertising signage from local businesses and supporters on designated areas of Board property subject to the terms of this agreement.
6. Prior to placement of any signage, the Boosters must provide to the Board or the Board's designee, with a representation of the sign, its dimensions, the signs complete content, the name, address and contact person for the advertiser and desired location.
7. Upon receiving prior written approval from the Board or the Board's designee, the Boosters may arrange for the placement of the signage as presented to the and approved by the Board.

8. The Boosters are solely responsible for the maintenance of any signage or its repair and/or replacement in the event that such a need arises. The Board is not responsible for the condition of any sign while it is placed on school property.
8. The Board reserves the right to have any signage removed if, in the sole discretion of the Board and its Administrators, the signage and/or its content is deemed inappropriate or has been defaced to the point that it has become inappropriate.
9. The Board reserves the right to cancel this license/lease upon five days' written notice to the Boosters for any reason. *The Boosters shall advise the advertiser of this condition.*
10. This agreement will be automatically renewed annually at the June 30th expiration date unless cancelled by the Board as specified in paragraph 9.
11. Any financial arrangement with advertisers is solely the responsibility of the Boosters and the Boosters will inform the advertisers or supporters of the limitation on the Board's responsibilities under this agreement *and the conditions of this agreement on any signage.*

**Revere Local School District
Board of Education**

Revere High School Boosters

President

President

Treasurer

Treasurer

Date

Date

New Document

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

Contract Number: 050054-1314

This agreement for the provision of Exchange Hosting 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 a School District or School chartered by 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:

"Customer" shall mean a public or private school or school district that has agreed to the terms and conditions of this Agreement.

"Provider" shall mean the information technology center ("NEOnet").

"Parties" shall mean the Customer and Provider collectively.

"Services" shall mean all of the duties and ministrations affirmatively checked in Article III Performance of this Agreement.

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

II. TERM

A. The Customer agrees to purchase Service for the period beginning July 1, 2013, and ending June 30, 2014.

B. The price of this service shall be the annual contract price for the service as prescribed in Exhibit A.

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 one (1) year contract period.

III. PERFORMANCE

A. Provider shall furnish Customer exchange hosting 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 Service Equipment. Provider and its agents shall have the right at any time during normal business hours to enter the Customer's premises (complying with the customers visitors policy) for the purpose of maintaining, inspecting, and testing the Provider's Service Equipment. Provider shall have the right to charge Customer for its cost and expenses incurred in identify 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 in operable solely or primarily by reason of the Customer's actions or omissions, or the failure or inadequacy of Customer's equipment.

IV. CHARGES AND PAYMENT

A. Customer agrees to be solely responsible to Provider for all charges billed by Provider for Services provided to Customer under this Agreement. Charges for the Services provided under this Agreement will be billed to Customer on an annual basis.

B. The Parties' obligations hereunder are subject to annual appropriations of their respective governing boards.

C. Payment of all invoices sent shall be due within thirty (30) days of the send out date on the Customer's receipt invoice. Any disputed invoice will be promptly brought to the attention of Provider. The parties reserve all legal rights with respect to any disputed invoice.

Late payments shall be subject to a service charge of one and one half percent (1 1/2%) of any and all unpaid balance per month 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 is suspended, there may be 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. WARRANTIES AND LIMITATIONS ON LIABILITY

A. Provider shall be liable to Customer for failure to provide Services, but only if such failure(s) is due to the negligence of Provider and not excused by either of the following: 1) 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; 2) 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.

B. Customer may utilize the Services provided for educational and educational administrative related activities only. 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. Unless special arrangements are made and appended to this Agreement, Provider will not routinely monitor Customer's activities or pupil access to any of the interconnected systems. 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. Some material contained in the interconnected systems may be inappropriate for school aged pupils.

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 state and 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. Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from so monitoring.

VI. 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.

VII. CONFIDENTIALITY OF INFORMATION

A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information and materials 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.

VIII. 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@neonetda.org

2. If to Customer:

Name: David Forrest
Address: 3496 Everett Rd. PO Box 340
City/State/Zip: Bath / Ohio / 44210
Phone: 330-659-3102

B. GENERAL PROVISIONS

- a. **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.
- b. **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.
- c. **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.
- d. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- e. **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.

- f. **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.
- g. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- h. **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.
- i. **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.
- j. **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

EXCHANGE HOSTING SERVICES

This exhibit is hereby made part of the Exchange Hosting 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 attached hereto and incorporated herein by reference.

2. Northeast Ohio Network for Educational Technology Obligations

- a) Northeast Ohio Network for Educational Technology will plan and coordinate all activities incidental to the implementation of the Exchange Hosting connection.
- b) Northeast Ohio Network for Educational Technology will assume all responsibilities for the physical Exchange Hosting system up to and including the router included in any Exchange Hosting connection.

3. Customer's Obligations

- a) Customer will assume all responsibilities for all local area networks (LAN) connected to an Exchange Hosting connection. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.
- b) Customer will provide surge suppression for all devices either directly or indirectly connected to the Exchange Hosting connection. The surge suppression must meet UL1449 rating.
- c) Customer will provide Northeast Ohio Network for Educational Technology with appropriate and sufficient space and electrical power to facilitate the Exchange Hosting connection installation.
- f) Customer agrees not to resell any Exchange Hosting services provided by Northeast Ohio Network for Educational Technology.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer 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. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board; if Customer is a municipal corporation, Signatory certifies that the Agreement has been approved by legislative action of its council or other legislative authority.

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 part of the Exchange Hosting Services (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.

Exchange Hosting Service

One Year (July 1, 2013 to June 30, 2014)

Accounts = 504

Total Annual Cost: \$3,528

New Document

**A RESOLUTION DECLARING AN URGENT NECESSITY EXISTS FOR THE
RENOVATION OF ALL DISTRICT SCHOOLS TO ENHANCE BUILDING SECURITY
AND ENSURE THE SAFETY AND PROTECTION OF DISTRICT STUDENTS, STAFF
AND PROPERTY**

WHEREAS, R.C. 3313.46 requires boards of education to advertise for bids for a period of two weeks when they determine to make certain improvements to school buildings, the cost of which will exceed \$25,000, and to award contracts to the lowest responsible bidders, except in cases of urgent necessity or where the security and protection of school property is involved; and

WHEREAS, the Revere Local School District's schools are in need of immediate renovations in order to ensure the safety, security and protection of students, staff, and property; and

WHEREAS, the renovations to the Revere Local School District's schools need to be as soon as possible in order to ensure the safety, security, and protection of students, staff, and property; and

WHEREAS, compliance with the procedures for the advertisement of bids and receiving bids prescribed by R.C. 3313.46 will delay the commencement of the renovations for an excessive period and the renovations cannot be completed as expeditiously as necessary as a result;

NOW, THEREFORE BE IT RESOLVED, by the Revere Local School District Board of Education ("Board"), that after careful consideration and evaluation of the information before it:

Section 1. The Board hereby determines that there is an urgent necessity for the renovations to the Revere Local School District's schools, including the installation of security cameras and enhanced security features at school entrances, to ensure the safety, security, and protection of students, staff, and property in light of recent school tragedies such as the Sandy Hook Elementary School shootings in Newtown, Connecticut.

Section 2. It is further found and determined that compliance with the procedures of the bidding process prescribed by R.C. 3313.46 will delay the commencement of the needed renovations for an excess period, preventing the renovations from being completed as soon as possible, and in no event later than the start of the 2013-2014 school year.

Section 3. In accordance with the above determination, and in accordance with R.C. 3313.46, the procedures for competitive bidding are hereby dispensed with.

Section 4. The Treasurer and/or Superintendent, or their designees, are hereby authorized and directed to solicit proposals and quotations for the work, to receive recommendations related thereto, and enter into contracts for the work as may be necessary, reasonable, and appropriate for the timely completion of the renovations at the lowest reasonable cost to the Board.

Section 5. The Board approves the agreement with Acuity-vct, Inc. in the amount of \$78,502.00, a copy of which is attached hereto, for the installation of security cameras and other equipment.

Section 6. Any actions taken previously by Revere Local School District officials or agents of this Board in furtherance of the matters set forth in this Resolution are hereby approved, ratified, and confirmed.

Section 7. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of this Board that resulted in such formal actions were adopted in meetings open to the public, in accordance to the law.

Section 8. This Resolution shall be in full force and effect from and immediately upon its adoption.

New Document



0 • G+

QUOTE

TO: Mr. Kevin Matowitz
 Revere Local School District
 3496 Everett Road
 Bath OH 44210-0340

15,850 • +
 9,822 • +
 27,046 • +
 25,784 • +
 78,502 • G+

January 25, 2013

Quote #:	130125-4
Contact:	K Larson

RE: Administration Building:
 Video Capture System server
 Installation of VCS

0 • G+

Acuity-vct. Inc.
 26404 Center Ridge Road-B1
 Cleveland, Ohio 44145
 Phone: 216.523.6500
 Fax: 440.808.8970

ITEM	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
VIDEO CAPTURE SYSTEM					
1	1	VCS-12R07-3G	Video Capture System: VCS Surveillance Software, Unlimited User License, SUSE Enterprise Linux operating system, Dell R720 PowerEdge Rackmount Server, 21TB Storage (7x3TB), 12 video disk drive max capacity, 2 o/s disks, quad-processors, 16GB memory, 4xGbE NIC ports, Raid5 capable, Redundant Power Supplies	\$15,400.00	\$15,400.00
2	1	VCS-TI-LT	Video Capture System trade-in credit and license transfer - Will configure new VCS server with current camera and network configuration	-\$2,000.00	-\$2,000.00
3	1	VCS-SMA-1	1 Year Maintenance agreement (Includes new releases, bug fixes, and telephone hotline support). Excludes on-site installation	\$1,500.00	\$1,500.00
INSTALLATION					
4	1	VCS-INST	On-site VCS Installation cost - includes VCS Server setup, installation of VCS Client software on customer PC's and training of VCS software functions	\$800.00	\$800.00
MISCELLANEOUS					
5	1	S&H	Shipping and Handling	\$150.00	\$150.00
Sales tax if applicable shall be a separate billing and will be the responsibility of Revere Schools					
All hardware is CSA, UL approved.					
TAX	TERMS	DELIVERY		TOTAL	(USD)
N/A	50/50	21 Days from Receipt of Purchase Order			\$15,850.00



QUOTE

TO: Mr. Kevin Matowitz
Revere Local School District
3496 Everett Road
Bath OH 44210-0340

January 25, 2013

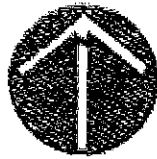
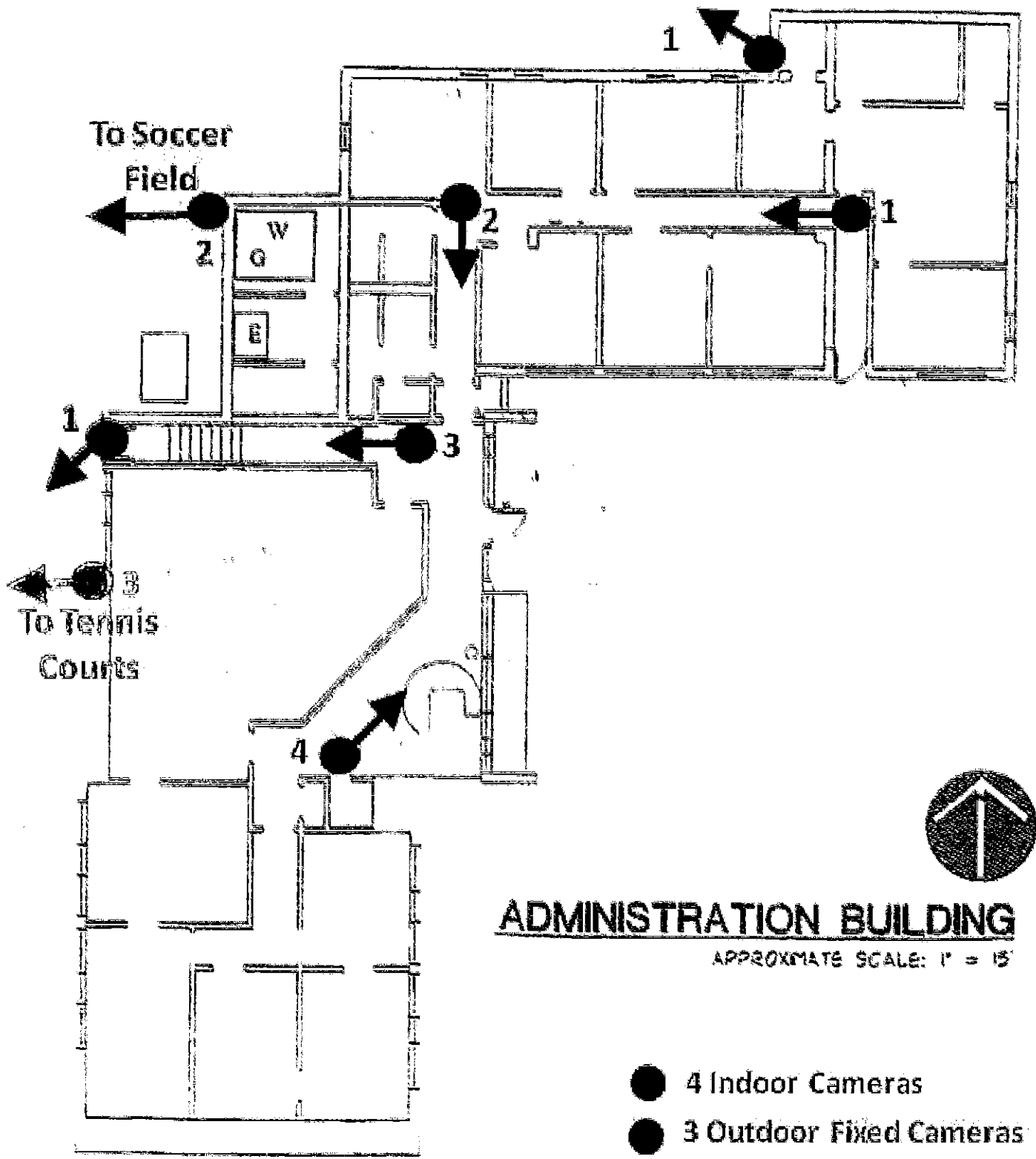
Quote #:	130125-1
Contact:	K Larson

RE: Administration Building:
Addition of 4 Indoor and 4 Outdoor IP cameras
Installation of cameras

Acuity-vct. Inc.
26404 Center Ridge Road-B1
Cleveland, Ohio 44145
Phone: 216.523.6500
Fax: 440.808.8970

ITEM	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
INDOOR CAMERAS					
1	4	IQD31SV-B7	INDOOR DOME CAMERA: IQeye Alliance-mini HD720p Vandal Dome Camera, Wide Varifocal 3-6mm Lens, 1280x720 pixel resolution	\$549.00	\$2,196.00
OUTDOOR CAMERAS					
2	3	IQ862NE-W2	OUTDOOR FIXED CAMERA: IQeye Sentinel HD1080p Camera, Remote Focus, Ultra Wide Varifocal 1.8-3mm Lens, 1920x1080 pixel resolution	\$1,559.00	\$4,677.00
3	1	IQM31NE-B5	OUTDOOR DOME CAMERA: IQeye Alliance-mx HD720p Exterior Day/Night Vandal Dome Camera, Wide Varifocal 3-13mm Lens, 1280x720 pixel resolution	\$699.00	\$699.00
INSTALLATION					
4	4	OD-CAM-INST	Outdoor Camera mounting, focus and network cable termination.	\$275.00	\$1,100.00
5	4	ID-CAM-INST	Indoor Camera mounting, focus and network cable termination.	\$225.00	\$900.00
MISCELLANEOUS					
6	1	VCS-CFG	VCS setup/configuration	\$250.00	\$250.00
Sales tax if applicable shall be a separate billing and will be the responsibility of Revere Schools					
All hardware is CSA, UL approved.					
TAX	TERMS	DELIVERY		TOTAL	(USD)
N/A	50/50	21 Days from Receipt of Purchase Order			\$9,822.00

ADMINISTRATION BUILDING
PARKING LOT



ADMINISTRATION BUILDING

APPROXIMATE SCALE: 1" = 15'

- 4 Indoor Cameras
- 3 Outdoor Fixed Cameras
- 1 Outdoor Dome Camera



QUOTE

TO: Mr. Kevin Matowitz
Revere Local School District
3496 Everett Road
Bath OH 44210-0340

January 25, 2013

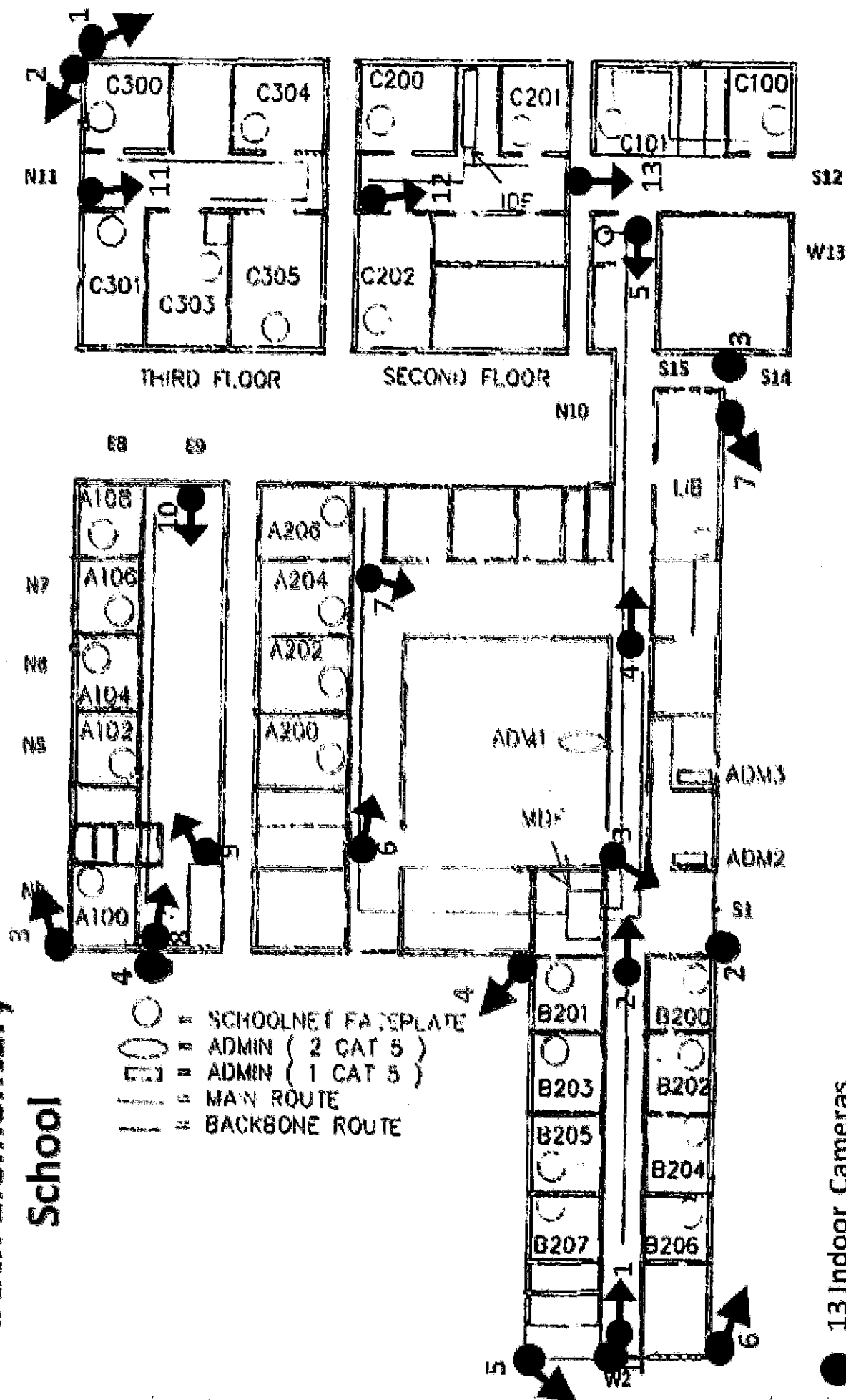
Quote #:	130125-3
Contact:	K Larson

RE: Bath Elementary
Addition of 13 Indoor IP cameras
Addition of 11 Outdoor IP cameras
Installation of cameras
Configuration within VCS

Acuity-vct. Inc.
26404 Center Ridge Road-B1
Cleveland, Ohio 44145
Phone: 216.523.6500
Fax: 440.808.8970

ITEM	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
INDOOR CAMERAS					
1	13	IQD31SV-B7	INDOOR DOME CAMERA: IQeye Alliance-mini HD720p Vandal Dome Camera, Wide Varifocal 3-6mm Lens, 1280x720 pixel resolution	\$549.00	\$7,137.00
OUTDOOR CAMERAS					
2	7	IQ862NE-W2	OUTDOOR FIXED CAMERA: IQeye Sentinel HD1080p Camera, Remote Focus, Ultra Wide Varifocal 1.8-3mm Lens, 1920x1080 pixel resolution	\$1,559.00	\$10,913.00
3	4	IQM31NE-B5	OUTDOOR DOME CAMERA: IQeye Alliance-mx HD720p Exterior Day/Night Vandal Dome Camera, Wide Varifocal 3-13mm Lens, 1280x720 pixel resolution	\$699.00	\$2,796.00
INSTALLATION					
4	11	OD-CAM-INST	Outdoor Camera mounting, focus and network cable termination.	\$275.00	\$3,025.00
5	13	ID-CAM-INST	Indoor Camera mounting, focus and network cable termination.	\$225.00	\$2,925.00
MISCELLANEOUS					
6	1	VCS-CFG	VCS setup/configuration	\$250.00	\$250.00
Sales tax if applicable shall be a separate billing and will be the responsibility of Revere Schools					
All hardware is CSA, UL approved.					
TAX	TERMS	DELIVERY		TOTAL	(USD)
N/A	50/50	21 Days from Receipt of Purchase Order			\$27,046.00

Bath Elementary School





QUOTE

TO: Mr. Kevin Matowitz
Revere Local School District
3496 Everett Road
Bath OH 44210-0340

January 25, 2013

Quote #:	130125-2
Contact:	K Larson

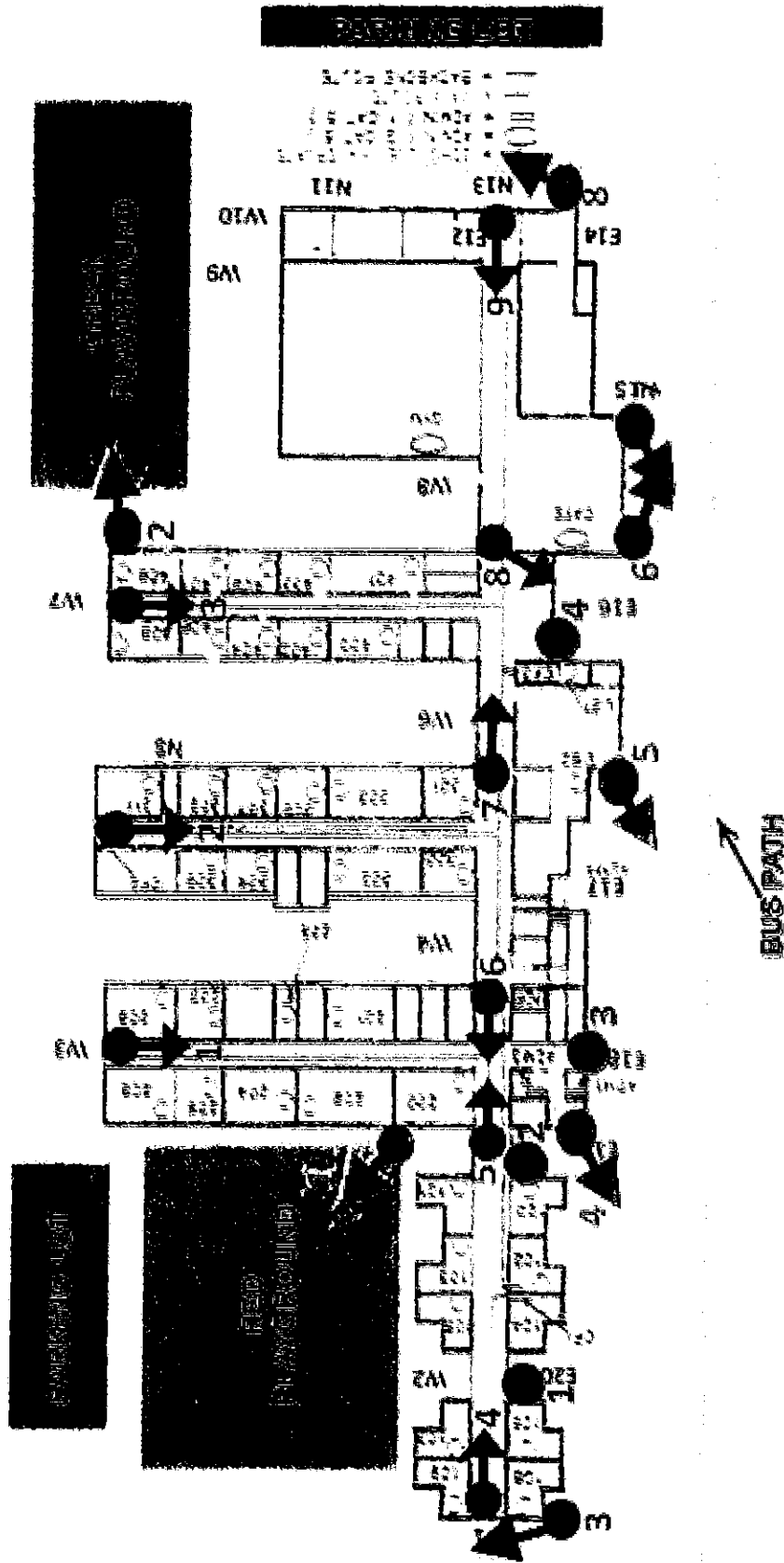
RE: Hillcrest Elementary
Addition of 9 Indoor IP cameras
Addition of 12 Outdoor IP cameras
Installation of cameras
Configuration within VCS

Acuity-vct. Inc.
26404 Center Ridge Road-B1
Cleveland, Ohio 44145
Phone: 216.523.6500
Fax: 440.808.8970

ITEM	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
INDOOR CAMERAS					
1	9	IQD31SV-B7	INDOOR DOME CAMERA: IQeye Alliance-mini HD720p Vandal Dome Camera, Wide Varifocal 3-6mm Lens, 1280x720 pixel resolution	\$549.00	\$4,941.00
OUTDOOR CAMERAS					
2	8	IQ862NE-W2	OUTDOOR FIXED CAMERA: IQeye Sentinel HD1080p Camera, Remote Focus, Ultra Wide Varifocal 1.8-3mm Lens, 1920x1080 pixel resolution	\$1,559.00	\$12,472.00
3	4	IQM31NE-B5	OUTDOOR DOME CAMERA: IQeye Alliance-mx HD720p Exterior Day/Night Vandal Dome Camera, Wide Varifocal 3-13mm Lens, 1280x720 pixel resolution	\$699.00	\$2,796.00
INSTALLATION					
4	12	OD-CAM-INST	Outdoor Camera mounting, focus and network cable termination.	\$275.00	\$3,300.00
5	9	ID-CAM-INST	Indoor Camera mounting, focus and network cable termination.	\$225.00	\$2,025.00
MISCELLANEOUS					
6	1	VCS-CFG	VCS setup/configuration	\$250.00	\$250.00
Sales tax if applicable shall be a separate billing and will be the responsibility of Revere Schools					
All hardware is CSA, UL approved.					
TAX	TERMS	DELIVERY		TOTAL	(USD)
N/A	50/50	21 Days from Receipt of Purchase Order			\$25,784.00

- 9 Indoor Cameras
- 8 Outdoor Fixed Cameras
- 4 Outdoor Dome Cameras

REVERE HILLORES- ELEMENTARY



New Document

mc



Headquarters:

500 Ardmore Blvd.
Pittsburgh, Pennsylvania
(412) 244-4900
(412) 244-4907 FAX

Timothy P. Moneypenny
National Sales Manager
500 Ardmore Blvd.
Pittsburgh, PA. 15221
O: 412.244.4900 ext. 118
C: 330.212.1870
timothym@ssasecurity.com

Branch Offices:

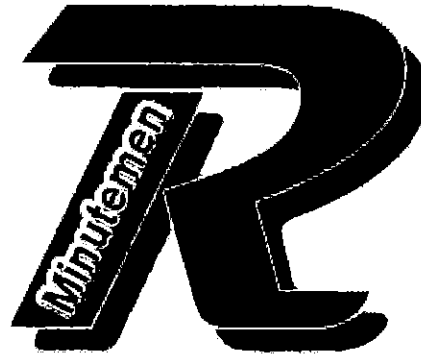
643 Lamberd Avenue
Johnstown, PA 15904
O; (814) 266-3149

111 Pittsburgh Street
Uniontown, PA 15401
(724) 437-1234

Visit us at:
www.ssasecurity.com



PROJECT NAME



**Revere Local School System
Conversion to Brivo
SaaS**

PROPOSAL FOR

*David Forrest
Chief Financial
Officer/Treasurer
Revere Local Schools
4496 Everett Road
Richfield, Ohio 44268*



Tuesday, February 12, 2013

Mr. David Forrest
Chief Financial Officer/Treasurer
Revere Local Schools
4489 Everett Road
Richfield, Ohio 44268

Reference: Conversion to Brivo Web Based Access Control

Dear Mr. Forrest:

Security Systems of America (SSA) is pleased to submit our proposal in response to your request to provide Revere Local Schools (RLS) with Brivo access control equipment. Our proposal is based on recent site visit and discussions. We are confident that SSA's proposal demonstrates our ability to meet your project requirements. Our objective is that of developing a strong, long-term partnering relationship, by providing RLS with the access control equipment that better protects your facility, staff, students, visitors, infrastructure and assets.

This proposal includes the following systems:

- Replace the existing access control system with Brivo Web Based Access Control

SSA appreciates and welcomes this opportunity to work with and support RLS on this project. Please refer to the following pages that better describes the Scope of Work and equipment necessary to meet your security objectives. Please contact me directly at 412.244.4900 ext. 118 should you have any questions or require additional information with regards to my proposal.

Respectfully Submitted,

Security Systems of America

A handwritten signature in black ink that reads "Timothy P. Moneypenny". The signature is written in a cursive style.

Timothy P. Moneypenny
National Sales Manager

Attachments: Manufacturer Equipment Specification Documents



Project Overview

RLS is requesting pricing information to provide Brivo Access Control equipment for your Richfield, Ohio Schools. This proposal is based on our recent site survey and discussions with RLS and SSA.

- This system will set the base design for future expansion and growth of RLS school wide access control system.

Scope of Work:

SSA will be providing and installing new Brivo Equipment with the intent of augmenting the overall security for RLS Richfield, Ohio facilities. This system has been designed to allow RLS to easily and cost effectively migrate to Brivo through out the school district.



- Installation will closely be coordinated with RLS through all phases of the installation as defined on page 4 of this proposal.

Brivo Web Based Access Control System: At the indentified RLS locations, SSA will be replacing the existing access control panels with Brivo web based field panels. SSA will utilize all existing power supplies, HID Readers, electric locking hardware and system cables. This existing equipment will be controlled and managed by Brivo SaaS Web Based Access Control System. Brivo Online Access Control Systems gives you the power to manage security at multiple sites with Web-based architecture and administration. Brivo Online Access Control is the ideal security solution for businesses with multiple, geographically dispersed offices and facilities. With automatic networking features, access points around the globe are seamlessly managed under one centralized system. Plus, the Brivo wireless control panel is perfect for remote facilities where a wired network would be costly.

Benefits of a Brivo SaaS System: Here are just some of the benefits that RLS will realize with the Brivo Online Access Control System.

- **One Credential for Multiple Sites:** Link remote sites to a single system through their wide-area network architecture. This means RLS can give a user access to multiple sites with just one credential. All IT maintenance and software upgrades are managed professionally by Brivo.
- **No Dedicated Server/Software:** RLS will not require a dedicated system server or perform software upgrades. This process will be performed seamlessly and automatically by Brivo IT.
- **Distributed Security, Centralized Control:** Implement electronic access control to all your remote sites through a centrally hosted, Web-based platform.
- **Increased Control of Contractor Activity:** Dynamically assign credentials to expire after a contract is over and maintain a digital record of all system events involving contractors.
- **Easy Card Management:** Easily revoke cards and PINs from staff and contractors without the hassle of managing *keys and re-keying locks*.
- **Reporting and Monitoring:** Receive real-time incident information via email, phone, or pager. A digital record of each facility's system activity is updated in real time.



Scope of Work: continued

This work will be performed utilizing a “Phased in Approach” closely coordinated with RLS:

- **Phase I, Project Coordination Meeting:** Once SSA has received the order and prior to any work, SSA will schedule a site meeting with RLS to go over the complete project to discuss transition to Brivo. During this meeting, introductions will be made to the project points of contacts to assure the team is assembled and ready.

RLS will provide SSA the conversion order of each building. During the conversion process, all existing door locking hardware will remain in the secure mode, unless loss of power or uncontrolled circumstances creates the system to function in the safe mode as designed.

The SSA goal and intent is to make this conversion seamless to RLS with minimal if any downtime.

- **Phase II, Loading RLS System Information to the Brivo Software:** Prior to the actual conversion process, all existing RLS card holders, pictures, names and other related information will be provided to Brivo. Once received by SSA, Brivo will preload and program this information to the software for download to the new *uninstalled* Brivo field panels. SSA will have this process completed at our office prior to sending them to the field for installation. Once field panels have been installed and connected to the web, the Brivo panel will be online and ready to go.

Also, during the phase, RLS will appoint a person(s) to receive Brivo 3 hours of Web Based Training. This training can be performed at any time at your convenience.

- **Phase III, System Conversion:** As directed by RLS, SSA will begin the conversion to Brivo. The conversion time should take an estimated one (1) day per building. The intent of Phase III is to minimize security downtime along with any inconvenience to the RLS staff and students. Once the building has been converted and brought on line, SSA will perform testing to all access control doors/points to assure it's functionally properly.
- **Phase IV, Final System Test, Check Out and Sign Off:** Once the conversion to Brivo has been completed, SSA will have tested all new panels and peripheral devices to assure they are functioning correctly. SSA will conduct a Close Out Meeting with RLS to assure the system is functioning to your expectations and to address any questions you may have. At the conclusion of this meeting and if satisfied, RLS will provide the SSA project sign off documents.



BRIVO ACCESS CONTROL LIST OF EQUIPMENT

1. **Bath Elementary:** 1 - Panel - 3 existing proximity card readers.
2. **RHS:** 1 - Panel - 6 existing proximity card readers.
3. **RMS:** 1 - Panel - 4 existing proximity card readers
4. **Hillcrest:** 1 - Panel - 8 existing proximity readers.
5. **Administration Building:** 1 - Panel - 3 proximity readers.

➤ *This proposal is based on the premise that the existing peripheral access control equipment is in proper working condition. If this equipment is found not working or in need of repair, SSA will provide RLS with a Time and Materials proposal necessary to repair or replace the existing equipment.*

Revere Local Schools Brivo Access Control Equipment List			
Item	Part Number	Description	Qty
1	ACS5008-E	ACS WebService ACS5000 Two (2) Reader Ethernet Control Panel (includes chassis enclosures and enclosure lock; will accommodate one (1) expansion board) 1 - Internal Power Supply (Does not support power for electronic locks) 1 - Plug-in Transformer 1 - 12v 7.0 Ah Sealed Lead Acid Battery	5
2	ACS5000-DB	Two Reader Expansion Board	9
3	ACSDATACON	Database Conversion Service, User / Credential	1.00
4	ACSBARWEBTRN	3 hours Online Training and Support – Per Session: Instructor-led online training and support for customized solutions for up to 3 hours.	1.00
5	ACSIMGCON	Mass Import / Conversion Of Photo ID / Images Into User Database	1.00

SYSTEM INVESTMENT INFORMATION

❖ Brivo Access Control System Conversion:

Materials & Labor: **\$15,538.00**

First Year Brivo SaaS Fees **\$2,315.00**

Brivo fees begin the day the system is connected to Brivo.

Security Systems of America – 500 Ardmore Blvd. – Pittsburgh, PA 15221

O: 412.244.4900 - F: 412.244.4907

Page: 5



Project Understandings and Clarifications

1. This proposal is based on the information indicated on RLS's Scope of Work and our recent discussions. Any changes or modifications that impact SSA's Scope of Work will be determined as out of scope. SSA will deliver a Change Order Proposal to reflect the associated price impact for work that is determined Out of Scope.
2. This proposal is based on the premise that the existing peripheral access control equipment is in proper working condition. If this equipment is found not working or in need of repair, SSA will provide RLS with a Time and Materials proposal necessary to repair or replace the existing equipment.
3. At SSA designated locations, 110vac power (regulated and free from interference) and an isolated ground connected to the cold water building entry or equivalent. In the event dedicated power and/or ground are unavailable, the Customer to provide for correction of circuit noise and/or ground problems, if any.
4. Provision of space for and a suitable operating environment for video control equipment in field locations as well as equipment at the monitoring control location.
5. IP addresses for Brivo systems are to be provided by RLS.
6. Applicable sales, user taxes, permits and/or associated submittals for governmental authorities having jurisdiction, which will be determined by final system configuration.
7. Elimination of electromagnetic interference or RF interference which may hinder operation of system.
8. Additional protection is available and may be desirable. Design and cost is dependent upon equipment type, location, site conditions, and site location, etc. A specific quotation for this protection will be provided upon requested.
9. **Additional Materials and/or Work:** Data for the preparation of the proposal is based on existing site conditions and/or site plans and blueprints available to SSA at the time the proposal was prepared. Any changes in site conditions and/or blueprints which occur after proposal preparation may have cost and/or operational impact and will be subject to change order which may be above or below the original proposal (contract) price.
10. As-Built drawings, and other detailed engineering. These can be provided as an above contract item.



**Security Systems of America
500 Ardmore Blvd.
Pittsburgh, Pennsylvania 15221
Sales Quotation**

All materials are guaranteed to be as specified and carry manufacturer's warranty. Any alteration or deviation from verbal specifications involving extra labor and/or cost of materials will be executed only upon written approval from authorized agent and will become an extra charge over and below agreed amount. Labor warranty is provided on all new installations that only includes new parts in this quote-Proposal for those system installed by SSA. Company is not an insurer; it is understood and agreed: that Company is not an insurer. Contact SSA for further information.

AGREEMENT EFFECTIVE DATE:
END DATE:
CUST. P.O. #
CUSTOMER ACKNOWLEDGEMENT

This quote is only good for 90 days unless otherwise specified on this document.

TERMS AND CONDITIONS

1. Standard conditions of sale:

Security Systems of America Standard Conditions of Sales, attached, is hereby included as a part of this proposal.

2. 20% Deposit:

3. Final Payment:

Payment is due upon receipt of Invoice. Overdue payments subject to 1.5% monthly service charge.

4. FOB:

5. Delivery: 20-45 days after receipt of order, subject to availability of materials and labor.



LIMITED WARRANTY

This installation and its components are warranted by SSA, to the original purchaser to be free from defects in materials and Security Systems of America workmanship under normal use during the warranty period as follows:

PARTS: The product(s) will be repaired or replaced, at our option, without charge for a period of 1 year.

LABOR: The product(s) will be repaired or replaced at our option without charge for a period of 90 days.

Labor to correct warranty problems is provided only during normal working hours, Monday through Friday, 8:00 am-5:00 pm, excluding holidays.

EXCLUSIONS: Expendable items such as batteries will be warranted in accordance with manufacturer's warranty only. Devices, including, but not limited to fuses and/ or power and/or lightning transient protectors/suppressors, which are designed to fail in order to protect the security systems equipment(s) are not warranted.

SOFTWARE: All software is warranted by Brivo to perform and operate in accordance with published specifications at the time of sale. Brivo will be responsible for all Software Back Ups, Upgrades and Modifications.

THE ONLY WARRANTY PROVIDED BY SSA IS THAT THE LIMITED WARRANTY STATED ABOVE WHICH SHALL NOT EXTEND BEYOND THE PERIOD STATED ABOVE. SSA MAKES NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO RESPONSIBILITY IS ASSUMED FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF SSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS WARRANTY WILL BE VOIDED IF DURING THE WARRANTY PERIOD, THE PURCHASER CONNESSA TO, OR INTERCONNESSA WITH, SUBSEQUENT TO THE INITIAL INSTALLATION, DEVICES NOT SUPPLIED OR INSTALLED BY SSA THE WARRANTY WILL ALSO BE VOIDED IF EQUIPMENT THAT IS WARRANTED BY SSA IS SERVICED BY A NON-SSA AUTHORIZED ORGANIZATION. THE WARRANTY PERIOD SHALL COMMENCE WHEN CUSTOMER HAS BENEFICIAL USE OF THE SYSTEM, COMPLETION OF SYSTEM INSTALLATION, WHICHEVER OCCURS FIRST.



ACCEPTANCE DOCUMENT

Timothy P. Money Penny
Security Systems of America

This proposal is subject to final acceptance by both parties stated below.

ATTACHMENTS:

- Equipment Specifications

ACCEPTANCE OF PROPOSAL:

February 12, 2012

❖ Brivo Access Control System Conversion:

Materials & Labor: **\$15,538.00**

First Year Brivo SaaS Fees **\$2,315.00**

The above prices, specifications, condition, and pricing are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in the Pricing, Terms and Conditions section of proposal or as negotiated with attached.

ACCEPTED: *(please type or print)*

Revere Local Schools	Security Systems of America
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

ACS WebService®

Software as a Service Security Management



Easy to use, Versatile, Scalable

ACS WebService is a Web-hosted access control solution that leverages the power and versatility of the Internet. It provides reliable, real-time access control administration of your facilities. There's no software installation, no server set-up, and no IT hassles. The entire system can be administered over the Internet from a Web browser... anywhere, anytime!

ACS WebService Account Administration

- Web browser interface for all administration
- Reports, activity log, and journals let you keep close tabs on system activity
- Multiple logins for security and partitioned database access
- Up to 25,000 users/credentials per control panel
- Audit trail of administrative actions
- Infinitely scalable for unlimited expansion
- New firmware updates available online at no additional cost

Online Video Recorder Service

- Access video for all of your locations in one centrally managed account
- Only cameras on site—no other equipment needed
- Fully encrypted and secure
- No IT support required
- Online video storage means no wasted expense—don't pay for storage and resources you don't need!

System Highlights

- No software to install, no dedicated PC needed
- System is fully accessible using a standard Web browser
- Notifications of alarms via email or text message
- Backups, archives, and upgrades all handled by Brivo's data center
- Intuitive interface means end-user training is a snap
- Video integration enables viewing of live or event-related video
- Two-sided badge design and printing interface fully integrated into application
- Antipassback features
- Supports up to 6 cameras per location with OVR WebService®



Use your Web browser to access your entire account. The simple interface has you up and running with almost no training. Cameras work with either the fully integrated DVR module or our Online Video Recorder (OVR) service. Both enable remote viewing of video that is fully integrated into the application for seamless management of your system.

IP Connectivity and Interfaces

- TCP/IP—works on any network
- 128-bit SSL encryption—your information is secure
- DHCP (Default) or Static IP—little or no IT resources needed
- DataSync Application Programming Interface (API) available

ACS WebService®

Software as a Service Security Management

ACS WebService Specifications

Communications	LAN/WAN/Internet/Cellular
Authentication and encryption	X.509 Client Certificates and 128-bit SSL
Active card holders	Unlimited system-wide user credentials
Max # of system-wide readers	Unlimited
Max # of accounts	Unlimited
Max # of custom fields	60
Maximum # of workstations	Unlimited
Firmware upgrades	Downloadable via Internet or cellular
Text message and email notifications	Configurable by site. Included with ACS WebService account
Stored access events	One year, unlimited number
Elevator control	Up to 118 floors per elevator reader
Online video recorder	See OVR WebService® cutsheet for details
DVR integration	See DVR cutsheet for details
Lockdown	By doors or user groups
Badge design and printing	Image capture via JPG or Web Cam
Antipassback	Several configuration options

Supported Readers

Brivo supports a variety of readers. For a full list, visit www.brivo.com/support/manuals-downloads and download the ACS5000 Reader/Keypad Wiring Guide under ACS5000-E/W.

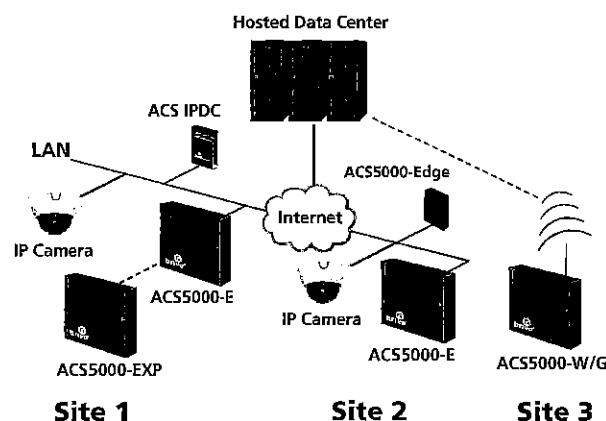
Ordering Information for ACS WebService System Components

ACS5000-E/ACS5008-E	ACS5000 Ethernet control panel* (Standard or large size chassis)
ACS5000-W/G	ACS5000 Cellular control panel* (Standard size chassis)
ACS5000-EDGE	HID Edge™ with Brivo ACS Plug-in (Reader not included)
ACS5000-DB	ACS5000 Door Expansion Board
ACS5000-IO	ACS5000 Input/Output expansion board
ACS5000-EXP/ACS5008-EXP	Expansion Chassis* (2 or 4 board enclosure)
ACS IPDC 1E/ACS IPDC 2E	IP Door Controller (Single or dual reader)

*Power supply, transformer, and battery included.

Powerful security made simple.

Learn more at www.brivo.com/demo or email demo@brivo.com to arrange a personal demonstration.



ACS WebService can control access to multiple sites. Unlimited scalability and the power of 24/7, professionally staffed data centers give you a system that is flexible, powerful, and secure. All you need to administer the system—including every site, user, door, and camera—is your Web browser and Internet access.



Brivo Systems LLC • 4330 East West Highway, Suite 250 • Bethesda, MD 20814
301.664.5242 • Toll Free: 1.866.692.7486, option 1 • www.brivo.com

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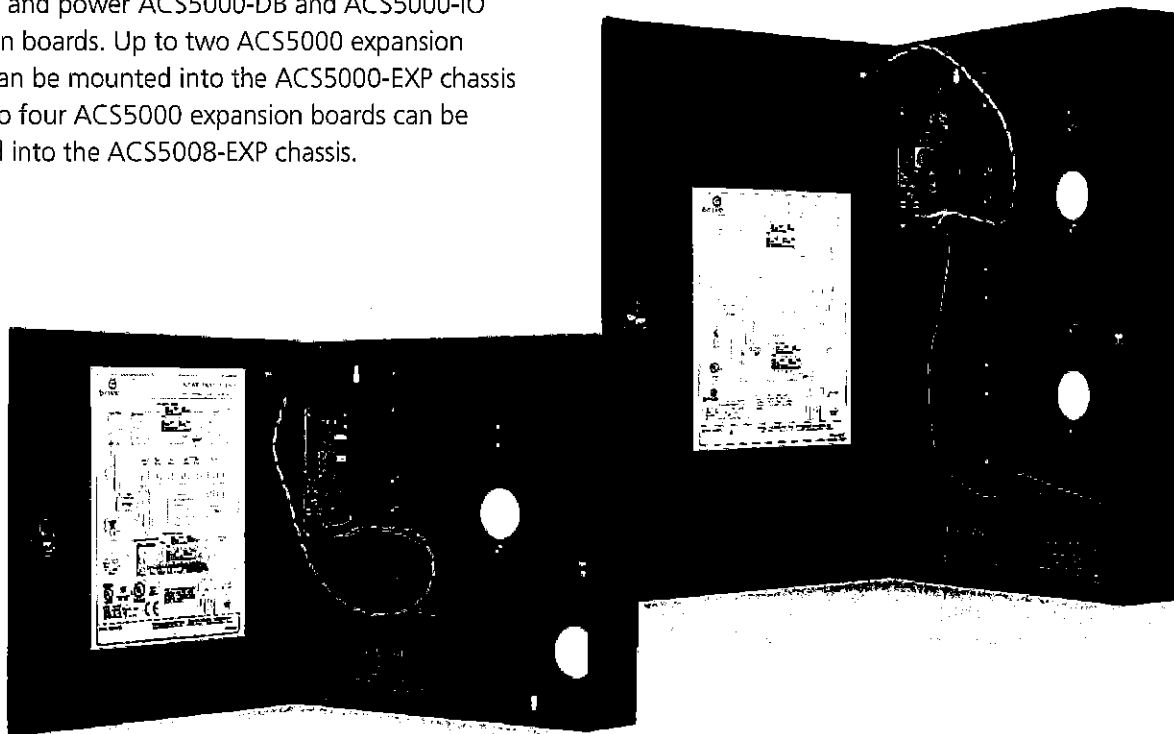
M-LIT-ACSWebServiceCutsheet

ACS5000-EXP/ACS5008-EXP Expansion Chassis



Powerful security made simple.

The ACS5000-EXP and ACS5008-EXP expansion chassis provide a complete UL listed enclosure and power supply to house and power ACS5000-DB and ACS5000-IO expansion boards. Up to two ACS5000 expansion boards can be mounted into the ACS5000-EXP chassis and up to four ACS5000 expansion boards can be mounted into the ACS5008-EXP chassis.



Ordering Information

- ACS5000-EXP – Expansion chassis (2 board enclosure)
- ACS5008-EXP – Large expansion chassis (4 board enclosure)

Ordering Information – Associated ACS5000 Series Components

- ACS5000-DB – ACS5000 Dual reader expansion board
- ACS5000-IO – ACS5000 Input/Output expansion board

Service and Support

- Toll-free telephone and email support
- User manual, online help, and installation guide
- Professional services available for fast and seamless system implementation; options include:
 - training
 - technical support
 - conversion of legacy systems and databases
 - custom branding

New Document

Revere School District I-Net Maintenance Pricing

	Fiber Miles	24 Mo	36 Mo	60 Mo	120 Mo
Revere SD	6.25	\$715.00	\$605.00	\$536.25	\$467.50

Prices Indicated are monthly fiber maintenance.

Customer would be responsible for providing appropriate space and AC power for Time Warner Cable equipment at the Customer location, if required.

Customer would also be responsible for providing a conduit or an aerial route from the right of way to the building entrance at all locations.

Fees specified in the Agreement do not include applicable taxes and fees which will be added to Customer's bill in accordance with statutes and regulations governing provision of the Service.

Sites to be Included

Revere High School 3420 Everett Rd.
 Bath Elem. School 1246 Cleveland Massillon Rd.
 Bus Garage 3205 Spring Valley Dr.



Voice, Data, Video and Business Class Ethernet
Attachment Customer Service Order

Client Information

Customer Name: Revere School District	Master Service Agreement #:	
Service Address: 3496 Everett Road	Billing Address: PO Box 340	
City, State, Zip: Richfield, OH 44286	City, State, Zip: Bath, OH 44210	
Procurement Contact: David Forrest	Phone: 330-523-3106	Email: dforrest@revereschools.org
Billing Contact: Accounts Payable	Phone:	Email:
Technical Contact:	Phone:	Email:

Product/Service	Service Location Street Address, City, State Zip	Monthly Fee	Term
Dark Fiber Network	See attached spreadsheet	\$605.00	36 months
Billing begins on : upon receipt of order			
Monthly Total			

Property Management / Building Owner Information					
Company:	Revere School District	Contact:	David Forrest	Phone:	330-523-3106

Remarks:

To the extent Customer permanently ceases operations at any of the location identified in the attached spreadsheet, Customer shall be relieved of that portion of the monthly fee related to that location for the remainder of the contract term.

Term: The Agreement shall be in effect for the Term set forth herein above (the "Initial Term") and, unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on a month-to-month basis at the then-current rate unless either party notifies the other party at least thirty (30) days prior to the expiration of the then-current period of such party's intent not to renew. In the event that Customer commits to a further Term Commitment at the end of the Initial Term, TWC will negotiate in good faith with Customer.

Service:

Permitted Use of Fiber Network

As of the Effective Date and solely for the Term, TWC hereby grants to the Customer an exclusive, non-sub-licensable, non-transferrable right to use and access the TWC provided Fiber solely for the purposes described in below. The Customer acknowledges and agrees that TWC is not supplying nor is TWC obligated to supply to Customer any equipment or related facilities (other than with respect to the TWC provided Fiber), all of which are the sole responsibility of the Customer; provided, however, that the Customer will continue to retain all right, title and interest to all of its purchased and owned equipment and facilities on its side of the Demarcation Point, excluding any TWC provided Fiber.

The License does not include any right of Customer to (i) own, control, maintain, repair, re-perform, correct, modify or reconfigure the TWC provided Fiber; (ii) the right of physical access to, the right to encumber in any manner, or other use of the TWC provided Fiber other than as expressly permitted under this Agreement; or (iii) market, promote, sell, resell or re-package the TWC provided Fiber, in any way.

The Customer's right to use and access the TWC provided Fiber is strictly limited to the Customer's internal use in the operation of the TWC provided Fiber. In connection therewith, the TWC provided Fiber may only be used to transmit video, audio and data communication between and among the school buildings, the public libraries, and Customer buildings ("**Approved Uses**"). The Customer shall have no right or authority to re-package, re-sell or allow any other Person to use the I-Net other than the Approved Institutions. Any use in violation of, or that attempts to violate, this shall be considered null and void, and TWC shall have the right to immediately (notwithstanding any cure periods set forth in the Master Service Agreement) terminate this Agreement without liability or further obligation in connection therewith.

Except for the limited rights expressly granted to Customer by TWC in this Agreement, TWC does not grant the Customer any rights or licenses, whether express or implied, to any fiber, equipment, technology, or any other TWC physical or intellectual property; all other rights, title and interests in and to the foregoing are expressly retained by TWC.

Operations

TWC shall have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, re-grooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of the TWC provided Fiber. If, after the Execution Date with respect to any TWC provided Fiber, TWC is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by TWC or a provider of any consents or authorizations, (iii) by any other person or entity having the authority to so require (any or all of the above, a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event, to relocate any TWC provided Fiber, TWC shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation; provided that the Customer shall be kept informed of determinations made by TWC in connection with such relocation, and any such relocation shall incorporate fiber that is technically comparable to the replaced TWC provided Fiber in all material respects.

The Customer acknowledges and agrees that TWC is not supplying nor is TWC obligated to supply to the Customer any optronic or electronic equipment or related facilities required to operate the fiber, all of which are the sole responsibility of the Customer.

Upon not less than ten (10) days written notice from TWC to the Customer, TWC may at its option substitute the TWC provided Fibers within any portion of the TWC provided Fiber, with an equivalent number of alternative fibers within such portion thereof, provided that in such event, (i) such substitution shall be effected at the sole cost of TWC; and (ii) TWC shall use all reasonable efforts to minimize any interruption in the operation or performance of the TWC provided Fiber. Substitution of fibers shall not affect or extend the Term with respect to the fibers so substituted.

Maintenance.

In consideration for receipt of the Monthly Fees set forth above, TWC agrees to perform or caused to be performed Scheduled Maintenance and Unscheduled Maintenance of the TWC provided Fiber in a professional and workmanlike manner and, in accordance with the procedures set forth below. TWC's maintenance obligations under this Agreement do not include any maintenance or repair activities arising from or caused by Customer's negligence, willful misconduct, breach of the Agreement or improper use of the TWC provided Fiber.

Maintenance Requirements and Procedures**Scheduled Maintenance.**

- TWC Initiated. Routine maintenance and repair of the TWC provided Fiber initiated by TWC ("TWC Scheduled Maintenance") shall be performed by or under the direction of TWC, at TWC's reasonable discretion.
- Customer Initiated. Maintenance and repair of the TWC provided Fiber initiated at Customer's request that does not, or is not imminently likely to cause, an Outage ("Customer Scheduled Maintenance").
- TWC Scheduled Maintenance and Customer Scheduled Maintenance (collectively, the "Scheduled Maintenance") shall be performed by or under the direction of TWC, at TWC's reasonable discretion. TWC shall respond to any Customer Scheduled Maintenance request within two (2) business days. TWC shall provide the Customer at least five (5) business days notice prior to any Scheduled Maintenance.

Unscheduled Maintenance.

- TWC Initiated. Any maintenance and repair or replacement (if replacement is required in order to repair a portion of the TWC provided Fiber if damaged) of the TWC provided Fiber that is not Scheduled Maintenance ("TWC Unscheduled Maintenance"), including any emergency maintenance.
- Customer Initiated. Any maintenance and repair or replacement (if replacement is required in order to repair a portion of the TWC provided Fiber if damaged) of the TWC provided Fiber requested by the Customer resulting from an Outage that is not Scheduled Maintenance ("Customer Unscheduled Maintenance").
- TWC Unscheduled Maintenance and Customer Unscheduled Maintenance (collectively, the "Unscheduled Maintenance") shall be performed by or under the direction of TWC. TWC shall respond to any Customer Unscheduled Maintenance request as soon practical. TWC shall endeavor to provide the Customer as much notice as practicable under the circumstances in connection with any Unscheduled Maintenance.

Mean Time to Respond. TWC will use commercially reasonable efforts to provide a Mean Time to Respond ("**MTTR**") to an TWC provided Fiber outage (i.e., the inability to exchange communications between end-points of the TWC provided Fiber) by opening a trouble ticket within two (2) hours from the time notification detailing such outage by the Customer is received by TWC's Technical Contact.

Outage Credits will be issued to the extent the Customer has opened trouble tickets with TWC and is found to have a valid a claim for a missed MTTR. Outage Credits will be issued for each one (1) hour block of time TWC was not able to respond to an outage notification beyond the two (2) hour MTTR target. For example, a TWC provided Fiber segment with a \$500 MRC experiences an outage, and TWC fails to respond to the outage notification for six (6) hours. Each hour is considered for Credits to have 20% of the MRC value to the Customer. Therefore, each hour is worth \$100.00. Therefore, the four (4) hours in excess of the MTTR target would make the Customer eligible for a \$400 credit. In no event shall the Outage Credits to the Customer exceed one-hundred (100%) of the MRCs associated with the particular TWC provided Fiber experiencing the outage for the month in which the outage



Voice, Data, Video and Business Class Ethernet Attachment Customer Service Order

occurred. THE OUTAGE CREDITS STATE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR OUTAGES OR SERVICE DEFICIENCIES OF ANY KIND WHATSOEVER.

No Outage Credits will be owed to the Customer in the event that any missed MTTR arises from or relates to any of the following: (i) any errors, acts or omissions of the Customer or others authorized by Customer to use the TWC provided Fiber; (ii) failure of Customer provided equipment; (iii) during any period in which TWC or its agents are not afforded access to the premises under the Customer's control; (iv) during any period when the Customer has released TWC provided Fiber to TWC for maintenance or repair purpose provided TWC performs in accordance with proposed schedules; (v) any period when Customer elects not to release the TWC provided Fiber for testing and/or repair and continues to use it on an impaired basis; (vi) a Force Majeure event; (vii) a material breach by the Customer of its obligations under this Agreement.

Facilities. The Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in connection with the operation of the TWC provided Fiber, none of which is included in the services to be provided by TWC under the Agreement. TWC will remain solely responsible for operational and technical control of the network, equipment and facilities on its side of the Demarcation Point.

Subcontracting. TWC may subcontract any of the maintenance services hereunder; provided that the use of any such subcontractor shall not relieve TWC of any of its obligations hereunder.

LIMITATION OF LIABILITY

Notwithstanding any provision of this Attachment to the contrary, neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with, such party's failure to perform its respective obligations hereunder, including, but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, ANY INTERRUPTION OR DEGRADATION OF SERVICE or otherwise), or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability. nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TWC MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TWC PROVIDED FIBER OR MAINTENANCE AND WARRANTY OBLIGATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT LEGALLY PERMISSIBLE.

BY SIGNING THIS ORDER FORM THE CUSTOMER INDICATES THAT THEY HAVE READ AND AGREE TO THE TWC MASTER SERVICE AGREEMENT TERMS AND CONDITIONS as well as the services ordered with this attachment. The fees set forth do not include applicable taxes and other similar charges which may be part of the fee charged by TWC hereunder and which shall be the responsibility of the Customer as set forth in this Agreement.

CUSTOMER:

By: _____
Name: _____
Title: _____
Date: _____

Time Warner Cable Business Class:

By: _____
Name: _____
Title: _____
Date: _____