

REVERE LOCAL SCHOOL DISTRICT
Summit County, Ohio

January 10, 2012

**Board of Education Organizational Meeting, 6:30 p.m.
To be followed by a Special Meeting**

RHS Library

I. CALL TO ORDER – George Seifert

II. ROLL CALL

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

III. PLEDGE OF ALLEGIANCE

IV. OATH OF OFFICE FOR NEWLY ELECTED BOARD MEMBERS

V. ELECTION OF PRESIDENT PRO TEM

Nominations: One or more may be offered.

If there is only one (1) nomination, a motion “to close nominations and instruct the Treasurer to cast a ballot for the nominee” is in order. This motion requires a unanimous vote. If this is done, the individual is declared elected as President Pro Tem and assumes his/her duties at this time.

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

If there are multiple nominations (at a point where there are no other nominations), a motion “to close nominations”, which requires a two-thirds vote is in order. If this is done, the Chairperson shall call for a roll call vote for each individual nominee, beginning with the first one. Where no such majority exists on the first ballot, a second ballot shall be cast for the two (2) candidates who receive the greatest number of votes on the first ballot. This procedure continues until a nominee receives a majority vote. At this point, the chairperson declares him/her elected as President Pro Tem and he/she assumes his/her duties at this time.

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

VI. ELECTION OF PRESIDENT FOR CALENDAR YEAR 2012 (O.R.C. 3313.14)

Nominations: One or more may be offered.

If there is only one (1) nomination, a motion “to close nominations and instruct the Treasurer to cast a ballot for the nominee” is in order. This motion requires a unanimous vote. If this is done, the individual is declared elected to the Office of the President and assumes his/her duties at this time.

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

If there are multiple nominations (at a point where there are no other nominations), a motion “to close nominations”, which requires a two-thirds vote is in order. If this is done, the Chairperson shall call for a roll call vote for each individual nominee, beginning with the first one. Where no such majority exists on the first ballot, a second ballot shall be cast for the two (2) candidates who receive the greatest number of votes on the first ballot. This procedure continues until a nominee receives a majority vote. At this point, the chairperson declares him/her elected to the Office of the President and he/she assumes his/her duties at this time.

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

VII. ELECTION OF VICE-PRESIDENT FOR CALENDAR YEAR 2012 (O.R.C. 3313.14)

Nominations: One or more may be offered.

If there is only one (1) nomination, a motion "to close nominations and instruct the Treasurer to cast a ballot for the nominee" is in order. This motion requires a unanimous vote. If this is done, the individual is declared elected to the Office of the Vice President.

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

If there are multiple nominations (at a point where there are no other nominations), a motion "to close nominations", which requires a two-thirds vote is in order. If this is done, the Chairperson shall call for a roll call vote for each individual nominee, beginning with the first one. Where no such majority exists on the first ballot, a second ballot shall be cast for the two (2) candidates who receive the greatest number of votes on the first ballot. This procedure continues until a nominee receives a majority vote. At this point, the chairperson declares him/her elected to the Office of the Vice President.

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

VIII. OATH OF OFFICE PRESIDENT AND VICE-PRESIDENT

IX. REGULAR MEETINGS FOR 2012

It is recommended that the Board of Education set the time, place, and dates for its regular 2012 meetings (O.R.C. 3313.15 as listed in **Attachment 1**.

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

X. BYLAWS AND POLICIES

It is recommended that the Board of Education 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.

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

XI. ESTABLISH SERVICE FUND

It is recommended that the Board of Education certify the official enrollment of the District at 2,685 students as of October 2011 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.

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

XII. LIAISONS

It is recommended that the Board of Education appoint members as the Revere Local School District Board of Education's as Liaisons to the Ohio Schools Boards Association for the 2012 calendar year.

Legislative Liaison* _____

Student Achievement* _____

*Required by the OSBA

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

XIII. BOARD OF EDUCATION COMMITTEES

The President shall appoint members of the Board to serve on committees. 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.

Finance and Audit (two members) _____

Facilities and Grounds (two members) _____

CVCC _____

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

XIV. STANDING AUTHORIZATIONS

It is recommended that the Board of Education adopt the following standing authorizations for the 2012 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 the 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 of the 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.

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

XV. LEGAL COUNSEL 2012

The Treasurer recommends that the Board of Education authorize the Superintendent or Treasurer to utilize the following law firms as needed:

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

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

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

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

XVI. TAX BUDGET

The Treasurer recommends that the Board of Education approve the Tax Budget for FY 2012 – 2013 as detailed in **Attachment T-1**.

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

XVII. SPECIAL MEETING

A. Special Board Meeting

It is recommended that the Board of Education adjourn from the Organizational Meeting to a Special Meeting.
Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

Treasurer's Report

1. It is recommended that the Board of Education enter into a copier agreement with MT Business Technologies, Inc. with an initial three-year term and optional two-year extension as the lowest and most responsive bidder under the bid package issued by the district. See **Attachment T-2**.

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

Superintendent's Report

XVIII. EXECUTIVE SESSION

- A.** For the purpose of negotiations, the purchase and/or sale of property and the employment of personnel.

NOTE: January 10, 2012 Tax Budget Hearing*, 1:00 p.m. in the BOE

*** This public meeting is required by the Ohio Revised Code and attendance by the Board of Education is not mandatory.**

REV: January 10, 2012 / tgs

New Document

REVERE BOARD OF EDUCATION
3496 Everett Road, P.O. Box 340
Bath, OH 44210-0340

Regular Board of Education Meetings are normally scheduled for the third TUESDAY of each month at 6:30 p.m. in the Revere High School Library unless noted.

Tuesday, January 17, 2012

Tuesday, February 21, 2012

Tuesday, March 20, 2012

Tuesday, April 17, 2012

Tuesday, May 15, 2012

Tuesday, June 26, 2012 (date altered due to close of the fiscal year)

Tuesday, July 17, 2012

Tuesday, August 21, 2012

Tuesday, September 18, 2012

Tuesday, October 16, 2012

Tuesday, November 20, 2012

Tuesday, December 18, 2012

NOTE: The second TUESDAY of each month is reserved for Special Meetings, as needed. When scheduled, these will be held in the Board of Education Meeting Room unless otherwise noted and they will start at 6:00 p.m.

New Document

ALTERNATIVE TAX BUDGET INFORMATION**School Districts
Only**School District Name: Revere Local School District

For the Fiscal Year Commencing July 1, 2012

Fiscal Officer Signature _____ Date January 10, 2012**COUNTY OF SUMMIT****Background**

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county fiscal officer, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

At a May 7, 2002 Summit County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

(Original Form For Schools Dated 11/19/02)

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Fund Type Fund Name	Purpose of Levy	Voted Levy? Yes or No	Date Authorized By Voters MM/DD/YY	Levy Term Number of Years	Tax Year Begins/ Ends	Collection Year Begins/ Ends	Maximum Rate Authorized	Tax Year 2017 Collection Year 2012 Amount Requested On Bridge Commission
Governmental - General Fund	Inside	NO	-	-	-	-	5.70	Maximum
Governmental - General Fund	Operating	Yes	1976 AND PRIOR	Continue	68/NA	69/NA	24.06	Maximum
Governmental - General Fund	Operating	Yes	03/19/81	Continue	81/NA	82/NA	7.70	Maximum
Governmental - General Fund	Operating	Yes	11/04/86	Continue	86/NA	87/NA	5.90	Maximum
Governmental - General Fund	Operating	Yes	05/08/90	Continue	90/NA	91/NA	2.80	Maximum
Governmental - General Fund	Operating	Yes	05/02/95	Continue	95/NA	96/NA	3.20	Maximum
Governmental - General Fund	Emergency Levy	Yes	05/03/11	10	11/20	12/21	4.83	Maximum
Governmental - General Fund	Emergency Levy	Yes	8/7/2001 Renewed 11/05 Renewed 02/11	5	11/15	12/16	6.90	Maximum
Capital Projects- Permanent Improvement	Perm. Improve	Yes	05/04/99	Continue	99/NA	00/NA	1.75	Maximum
Debt Service - Bond Retirement	Bond Retire	Yes	11/3/92 Refinanced 10/1/03	23	92/14	93/15	1.50	Maximum
							64.34	

STATEMENT OF FUND ACTIVITY

(Complete only for General Fund and other funds requesting general property tax revenue)

FUND: General Fund - 001

SCHEDULE 2

Description	Fiscal Year 7/1/2010 to 6/30/2011	Current Fiscal Year 7/1/2011 to 6/30/2012	Budget Year	
			7/1/2012 to 6/30/2013	7/1/2013 to 6/30/2014
Revenues:				
Property Taxes	22,727,672	24,501,453	13,301,114	13,301,114
State Reimbursements	4,684,232	3,649,982	1,824,991	1,824,991
School Foundation	2,151,179	2,086,000	918,000	918,000
Income Tax				
Other Receipts	1,315,753	915,087	455,044	455,044
Transfers In	0	0	0	0
Total Revenues	30,878,836	31,152,522	16,499,149	16,499,149
Total Expenditures	30,467,945	31,523,422	16,400,594	16,359,963
Revenues Over (Under) Expenditures	410,891	-370,900	98,555	-226,941
Beginning Cash Fund Balance	14,126,891	14,537,782	14,166,882	14,265,437
Ending Cash Fund Balance	14,537,782	14,166,882	14,265,437	14,363,991
Encumbrances (at fiscal year end)	1,035,304	950,000	950,000	950,000
Ending Unencumbered Balance	13,502,478	13,216,882	13,315,437	13,413,991
* Less: Reserve Balance Account for Budget Stabilization	0	0	0	0
Balance for Certification of Appropriations	13,502,478	13,216,882	13,315,437	13,413,991
				13,187,050

* Pursuant to ORC Section 5705.13 a reserve balance account established for budget stabilization shall be established in the general fund of the subdivision, and the amount of money to be reserved in that account in any fiscal year shall not exceed five per cent of the general fund revenue for the preceding fiscal year. The balance shall not be considered part of the unencumbered balance or revenue of the subdivision under division (A) of section 5705.35 or division (A)(1) of section 5705.36 of the ORC.

STATEMENT OF FUND ACTIVITY

(Complete only for General Fund and other funds requesting general property tax revenue)

FUND: Bond Retirement Fund - 002

SCHEDULE 2

Description	LES Fiscal Year 7/1/2010 6/30/2011	Current Fiscal Year 7/1/2011 6/30/2012	Budget Year	
			7/1/2012 - 6/30/2013	7/1/2013 - 6/30/2013
Revenues:				
Property Taxes	1,265,359.00	1,260,000.00	645,000.00	645,000.00
State Reimbursements	160,168.00	160,000.00	80,000.00	80,000.00
School Foundation				
Income Tax				
Other Receipts	669.00	650.00	325.00	325.00
Transfers In				
Total Revenues	1,426,196.00	1,420,650.00	725,325.00	725,325.00
Total Expenditures	1,407,588.00	1,378,306.25	1,281,387.50	1,302,637.50
Revenues Over (Under) Expenditures	18,608.00	42,343.75	-556,062.50	-577,312.50
Beginning Cash Fund Balance	598,222.00	616,830.00	659,173.75	725,798.75
Ending Cash Fund Balance	616,830.00	659,173.75	103,111.25	148,486.25
Encumbrances (at fiscal year end)	0.00	0.00	0.00	0.00
Ending Unencumbered Fund Balance	616,830.00	659,173.75	103,111.25	148,486.25
* Less: Reserve Balance Account for Budget Stabilization	0.00	0.00	0.00	0.00
Balance for Certification of Appropriations	616,830.00	659,173.75	103,111.25	148,486.25

* Pursuant to ORC Section 5705.13 a reserve balance account established for budget stabilization shall be established in the general fund of the subdivision, and the amount of money to be reserved in that account in any fiscal year shall not exceed five per cent of the general fund revenue for the preceding fiscal year. The balance shall not be considered part of the unencumbered balance or revenue of the subdivision under division (A) of section 5705.35 or division (A)(1) of section 5705.36 of the ORC.

STATEMENT OF FUND ACTIVITY

(Complete only for General Fund and other funds requesting general property tax revenue)

FUND: PI Fund - 003 SCHEDULE 2

Description	Fiscal Year 7/1/2016 6/30/2017	Current Fiscal Year 7/1/2017 6/30/2018	Budget Year	
			7/1/2018 to 6/30/2019	7/1/2019 to 6/30/2020
Revenues:				
Property Taxes	1,188,436	1,180,000	590,000	590,000
State Reimbursements	219,515	151,100	75,550	75,550
School Foundation				
Income Tax				
Other Receipts	100,180	5,000		
Transfers In				
Total Revenues	1,508,131	1,336,100	665,550	665,550
Total Expenditures	259,879	2,500,000	1,250,000	1,000,000
Revenues Over (Under) Expenditures	1,248,251	-1,163,900	-584,450	-334,450
Beginning Cash Fund Balance	1,702,734	2,950,985	1,787,086	1,202,636
Ending Cash Fund Balance	2,950,985	1,787,086	1,202,636	868,186
Encumbrances (at fiscal year end)	3,050	150,000	500,000	250,000
Ending Unencumbered Fund Balance	2,947,935	1,637,086	702,636	618,186
* Less: Reserve Balance Account for Budget Stabilization	0	0	0	0
Balance for Certification of Appropriations	2,947,935	1,637,086	702,636	618,186
				383,736

* Pursuant to ORC Section 5705.13 a reserve balance account established for budget stabilization shall be established in the general fund of the subdivision, and the amount of money to be reserved in that account in any fiscal year shall not exceed five per cent of the general fund revenue for the preceding fiscal year. The balance shall not be considered part of the unencumbered balance or revenue of the subdivision under division (A) of section 5705.35 or division (A)(1) of section 5705.36 of the ORC.

STATEMENT OF FUND ACTIVITY

(List All Funds Individually Unless Reported On Schedule 2)

SCHEDULE 3

I Fund By Type	II Budget Year Beginning Estimated Unencumbered Fund Balance	III Budget Year Total Estimated Receipts	IV Budget Year Total Resources Available For Expenditures	V Budget Year Total Estimated Expenditures Encumbrances	VI Budget Year Ending Estimated Unencumbered Fund Balance
GOVERNMENTAL: Spec. Revenue					
018 Public School Support Fund	50,000	125,000	175,000	108,270	66,730.37
019 Other Grants	668	0	668	0	668.00
300 District Managed Activities	50,000	260,000	310,000	270,674	39,325.93
401 Auxiliary Services	3,500	320,000	323,500	258,689	64,811.37
432 MIS	0	5,000	5,000	5,000	0.00
504 Education Jobs Fund	10,000	0	10,000	10,000	0.00
506 Race to the Top	2,500	25,000	27,500	26,000	1,500.00
516 IDEA Part B	25,000	750,000	775,000	747,823	27,177.34
551 Title III - LEP	0	8,500	8,500	8,500	0.00
572 Title I	7,500	85,000	92,500	89,000	3,500.00
590 Title II-A	500	50,000	50,500	50,500	0.00
533 Title II-D Technology	0	850	850	850	0.00
TOTAL Special Revenue	\$149,668	\$1,629,350	\$1,779,018	\$1,575,305	203,713.01
Capital Projects					
004 Building	28,172	0	28,172	28,172	0.00
451 OneNet	0	8,000	8,000	8,000	0.00
TOTAL Capital Projects	\$28,172	\$8,000	\$36,172	\$36,172	0.00

Fund By Fps	Budget Year Beginning Estimated Unencumbered Fund Balance	Budget Year Total Estimated Recurrent	Budget Year Total Resources Available for Expenditures	Budget Year Total Estimated Expenditures & Encumbrances	Budget Year Ending Estimated Unencumbered Balance
PROPRIETARY Enterprise					
006 Food Service	7,500	995,000	1,002,500	1,000,000	2,500.00
009 Uniform Supplies	25,000	118,000	143,000	125,000	18,000.00
020 Special Enterprise	70,000	12,000	82,000	35,000	47,000.00
TOTAL Enterprise	\$102,500	\$1,125,000	\$1,227,500	\$1,160,000	67,500.00
Internal Service					
014 Special Rotary	6,112	0	6,112	5,000	1,112.12
024 Self Insurance	3,500	60,000	63,500	57,000	6,500.00
TOTAL Internal Service	\$9,612	\$60,000	\$69,612	\$62,000	7,612.12
FIDUCIARY: Expendable Trust					
007 Student Activity Trust	18,000	10,000	28,000	16,500	11,500.00
008 Endowments	17,100	25	17,125	0	17,125.00
200 Student Managed Activity	75,000	100,000	175,000	124,510	50,489.93
TOTAL Expendable Trust	\$110,100	\$110,025	\$220,125	\$141,010	79,114.93
Agency Funds					
022 District Agency	1,560	250	1,810	0	1,810.00
026 Employee Benefits Agency	50,000	3,725,000	3,775,000	3,750,000	25,000.00
TOTAL Agency Fund	\$51,560	\$3,725,250	\$3,776,810	\$3,750,000	26,810.00
TOTAL	\$451,612	\$6,657,625	\$7,109,237	\$6,724,487	384,750.05

SCHEDULE 6

Tax anticipation notes are issued in anticipation of the collection of the proceeds of a property tax levy. The amount of money required to cover debt service must be deposited into a bond retirement fund, from collections and distribution of the tax levy, in the amounts and at the times required to pay those debt charges as provided in the legislation authorizing the tax anticipation notes. (ORC Section 133.24)

The appropriation to the fund which normally receives the tax levy proceeds is limited to the balance available after deducting the amounts to be applied to debt service.

After the issuance of general obligation securities or of securities to which section 133.24 of the ORC applies, the taxing authority of the subdivision shall include in its annual tax budget, and levy a property tax in a sufficient amount, with any other monies available for the purpose, to pay the debt charges on the securities payable from property tax. (ORC Section 133.25)

	Name Of Tax Anticipation Note Issue	Name Of Tax Anticipation Note Issue
Amount Required To Cover Budget Year Principal & Interest Payments	Non-Applicable	
Principal Due		
Principal Due Date		
Interest Due		
Interest Due Date		
Interest Due		
Interest Due Date		
Total		
Name Of The Special Debt Service Fund		

Amount Of Debt Service To Be Apportioned From The Following Settlements		
February Real		
August Real		
June Tangible		
October Tangible		
Total		
Name Of Fund To Be Charged		

New Document



Total Print Management Agreement

APPLICATION NO.

CONTRACT NO.

8200 Pleasant Valley Road • Independence, OH 44131 • Phone: 216-328-9777 • Fax: 216-328-9199

The words **you** and **your** refer to the customer. The words **Owner**, **we**, **us** and **our** refer to MT Business Technologies, Inc. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME Revere Local School District			STREET ADDRESS 3496 Everett Road	
CITY Richfield	STATE OH	ZIP 44286	PHONE 330-523-3106	FAX 330-659-3127
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

See attachment #2 Equipment Locations

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

See attachment 1 Equipment Configuration

☐ See Attached separate Schedule "A" if necessary

☐ See Attached separate Pool Billing Schedule if necessary

AGREEMENT TERMS

PAYMENT AMOUNT

SECURITY DEPOSIT

Term In Months 60 (mos.)	\$ 5305.23 (Plus Applicable Taxes) Payment Period is Monthly Unless Otherwise Indicated.	\$ (Plus Applicable Taxes)
Payment Includes <u>600,000</u> B&W Pages per month	Excess B&W Page Charge \$ <u>0.0042</u>	
Payment Includes <u>1,500</u> Color Pages per month	Excess Color Page Charge \$ <u>0.055</u>	
Payment Includes _____ Scans per month	Excess Scan Charge \$ _____	
Total Cost Per Page \$ _____	by Initialing here, you agree that neither service nor supplies are included in this Agreement.	

Please Check One of the following: B&W Overage Meters will be billed ☐ Monthly ☐ Quarterly ☐ Annually (If nothing is checked B&W Meters will be billed Monthly.)

Please Check One of the following: Color Overage Meters will be billed ☐ Monthly ☐ Quarterly ☐ Annually (If nothing is checked Color Meters will be billed Monthly.)

END OF AGREEMENT OPTIONS: You will have the following options at the end of the original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value. 2. Renew the Agreement per paragraph 1. 3. Return Equipment as provided in Paragraph 6.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

MT Business Technologies, Inc.

DATED

OWNER

SIGNATURE

TITLE

CUSTOMER ACCEPTANCE

By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

DATED

CUSTOMER

SIGNATURE / PRINT NAME

TITLE

FEDERAL TAX I.D.#

SIGNATURE / PRINT NAME

TITLE

CONTINUING GUARANTY

As additional Inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR

SIGNATURE

DATED

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the date shown and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO CUSTOMER.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

2. **RENT:** Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales tax, use tax, or property tax. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not commenced, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$35.00 bad check charge will be assessed.

3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner and developer. Paper and staples must be separately purchased by customer. Color toner, not included in this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. You may be charged a total print management and shipping and handling fee.

A. **Repair and Replacement of Parts:** MT Business Technologies, Inc. (hereinafter the "Company") will replace, without charge, parts which have been broken or worn through normal use that are necessary for machine servicing and maintenance adjustment. The Company will provide cleaning of the equipment that is required for satisfactory performance during the term of this agreement. Excluded from this agreement are modifications outside of manufacturers specifications, software or loss of software/data, the Flery Print Server/Rip/IRS and the installation of supplies and maintenance kits that are operator replaceable, i.e., toner, staples, paper, collection bottles, oil, ink, batteries, chargers.

B. **Service Calls:** Service Calls will be made during the Company's regular business hours - Monday through Friday 8:00 a.m. - 5:00 p.m., excluding holidays. Where available, emergency calls that are requested outside of regular business hours will be billed at the current after hours rate.

C. **Equipment Damage and Supplies:** This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water, acts of God or repair by other than MT Business Technologies, Inc. personnel. Also excluded from this agreement are service calls resulting from using supplies other than those recommended by the Company, including through-put material such as paper, labels, transparencies, etc.

D. **Customer Care:** The Customer shall exert reasonable care in the operation and maintenance of the equipment.

E. **Warranties:** With respect to the parts and service furnished hereunder, MT Business Technologies Inc. makes no warranties, express or implied, save and except those warranties expressly made by the Manufacturers of such parts and MT Business Technologies, Inc. expressly excludes all warranties of merchantability or fitness for any particular purpose.

F. **Client/Customer** shall not hire, solicit for hire or aid any third party in hiring any employee of MT Business Technologies, Inc. for a period of (1) year following the performance of any MT Business Technologies, Inc. employee services.

Options Menu - Select Covered Items Below:

Supplies - B&W: Toner, Developer, Ink	☒ Yes	☐ No	Supplies - Color: Toner, Developer, Ink	☒ Yes	☐ No
Drum, PCU, Masters, All In One Unit	☒ Yes	☐ No	Maintenance Kits:	☒ Yes	☐ No

4. **OWNERSHIP OF EQUIPMENT:** We are the Owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

6. **LOCATION OF EQUIPMENT:** You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the equipment.

8. **INSURANCE/COLLATERAL PROTECTION:** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss at its replacement cost, with us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to us; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Agreement (or at commencement if we so elect), and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Agreement (or at commencement if we so elect), we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 6% per year, provided we elect to apply this Subsection A. (B) We may bill you and you shall pay us a monthly property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk or other costs. We may make a profit on this program. Provided you are current in paying the property damage surcharge and all other obligations under this Agreement at the time of a loss (intentional acts are not included), the remaining balance owed on this Agreement will be forgiven, provided we elect to apply this subparagraph B. You must be current in all your obligations to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.

9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

10. **TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us up to \$70.50 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us.

12. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if loss, the maximum charge allowed by law. If you are over in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 4%); (2) the amount of any purchase option and if none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment; (3) and return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customers rights under Article 2A (608-622) of the UCC.

13. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, in order to show our interest in the Equipment.

14. **SECURITY DEPOSIT:** The security deposit is payable upon execution and non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 6.

15. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Owner. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner in relation to such matters. You waive trial by jury in any action between us and waive defense of inconvenient forum.

16. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) by a maximum of 15% of the existing charge.

17. **UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

18. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be at our discretion within 30 days of installation. This payment for the transition period will be based on the base minimum usage payment prorated on a 30 day calendar month and will be added to your first invoice.

MT Business Technologies Inc

ADDENDUM to Agreement Number 1550513 between **MT Business Technologies Inc** as Owner and **Revere Local School District**, as Customer.

The parties have entered into the above-referenced Agreement more fully described in said agreement. In recognition of the inaccuracy of the terms and conditions on the document, the parties wish to amend said Agreement as set forth below:

Paragraph 1 AGREEMENT: Replace "The term will be extended automatically for successive 12 months term" with "The term will be extended automatically month to month"
2nd sentence is modified to read as follows: "You agree to all of the terms and conditions contained in this Agreement and any supplement, which together with your Request for Copier & Print Management Services Proposal Document Imaging Equipment dated November 4, 2011 (the "RFP") and The Revere Local School District Service Guaranty attached to the RFP as Attachment C (the "Service Guaranty") are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supercedes any purchase order or outstanding invoice. Notwithstanding any provision in this Agreement to the contrary, in the event of any inconsistency between this Agreement, on the one hand, and the RFP and the Service Guaranty, on the other hand, the RFP and the Service Guaranty shall prevail."

Paragraph 2 RENT: Remove "plus applicable sales tax, use tax, or property tax."

Paragraph 3 MAINTENANCE AND SUPPLIES: Remove the last sentence of the paragraph

Paragraph 6 LOCATION OF EQUIPMENT: Replace "you will return the Equipment to a location we specify at your expense." with "supplier will remove the Equipment at supplier expense."

Paragraph 8 INSURANCE/COLLATERAL PROTECTION: Remove Subsection B in its entirety.

Paragraph 10 TAXES AND FEES: Changed to read "You agree to pay when due all sales taxes relating to this Agreement or the Equipment if valid sales tax exemption certificate is not provided. If valid sales tax exemption certificate is not provided, you agree to reimburse us for any sales tax payment made on your behalf."

Paragraph 12 DEFAULT AND REMEDIES: Remove second sentence from the paragraph.

Paragraph 15 CONSENT TO LAW, JURISDICTION, AND VENUE: Replace "State of Owner or its Assignee's" with "State of Lessee" in first sentence.
Second sentence changed to read: "If the Owner or its Assignee's shall bring any judicial proceeding in relation to any matter arising under the Agreement, you irrevocably agree that any such matter may be adjudged or determined in courts in the state of the Lessee."
Remove: The 3rd sentence in its entirety.

Paragraph 16 OVERAGES AND COST ADJUSTMENTS: Remove 2nd sentence in its entirety.

Paragraph 18 TRANSITIONAL BILLING: Removed in its entirety

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Owner to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect and remain binding on the above-identified Agreement.

MT Business Technologies Inc
Owner

Revere Local School District
Customer

Signature

X

Signature

Title

Title

Date

Date

***SIGNER MUST BE THE SAME AS LEASE AGREEMENT ***

Service Guaranty

The Service Guaranty dated as of _____, 2012 (the Guaranty) is made by _____ (the Provider) for the benefit of the Revere Local School District (the District).

Witnesseth

The District and the Provider have entered into a Contract dated _____, 2012 (the Contract), pursuant to which the Provider is to supply photocopying services to the District during the period from _____, 2012 through _____, 2017 (contingent upon the District exercising the two year extension) otherwise through _____, 2015.

Under the terms of the Contract, the Provider has agreed, among other matters, (i) to locate certain of its copiers and related equipment in designated locations in various facilities of the District so as to be available for use by District employees to provide this Guaranty to the District.

Now therefore, in consideration of the premises, the covenants and agreements set forth below and other valuable consideration the receipt of which is acknowledged by the Provider, the Provider and the District agree as follow:

Section 1. Service Calls. If at any time or from time to time during the term of the Contract, the District (i) determines that one of the Provider's copiers or any of the Provider's related equipment located in one of the District's facilities to provide services under the Contract is not, in the sole judgment of the District, functioning satisfactorily and (ii) provides notice of that determination to the Provider by e-mail, telephone or other appropriate means, identifying the copier or equipment and specifying its location, the Provider shall cause a qualified service technician to inspect that copier or other equipment on site in the District's facility and make reasonable effort to repair and restore it to good working order not later than the next business day following the delivery of that notice.

Section 2. Reliability. If one of the Provider's copiers or any of the Provider's equipment used in providing services to the District under the Contract develops a history of [multiple] breakdowns and malfunctions, the District may give to the Provider a formal written notice of its general dissatisfaction with the performance of that copier or equipment, identifying the copier or equipment and its location and specifying the dates on which breakdowns and malfunctions have occurred. Also to be considered is the average monthly volume and user training/competency in utilizing the equipment.

If the Provider fails or is unable to correct the problem(s) causing such breakdowns and malfunctions to the complete satisfaction of the District within 30 days after the delivery of the notice, the District may thereafter withhold the portion of each regular monthly [allowance] for photocopying service payable under the Contract that is attributable to that copier or equipment until the problem is corrected to the District's satisfaction. Any payments so withheld shall be

deemed to have been forgiven by the Provider and may not be charged back to the District at any time.

[In addition, if, after such a notification has been delivered to the Provider with respect to a particular copier or other piece of equipment, the copier or equipment identified in the notice requires offsite service or is not functioning satisfactorily for two consecutive business days, the Provider will, at its sole cost, promptly supply a temporary substitute copier or equipment meeting the same or higher specifications and install it in the same location in which the copier or equipment not functioning satisfactorily was located.]

If the District provides a second written notice of dissatisfaction with respect to the same copier or equipment or if the Provider determines that a copier or other equipment is not repairable, the Provider shall immediately and permanently replace that copier or equipment with a new copier or another piece of equipment capable of performing the same functions and meeting the same or higher specifications. The new copier or equipment shall be substituted for the other copier or equipment under the Contract at the same cost as was being paid for the copier or equipment that was replaced (i.e., without additional cost to the District). In addition, the Provider shall bear all costs of delivery and installation of the new copier or equipment in the District's facility and the removal of the other copier or equipment and its disposition. Such substitution shall not require an extension of the Contract

Section 3. Failure to Perform; Remedies. If the Provider fails to perform any of its obligations under this Guaranty, the District may terminate the Contract and request that all of the Provider's copiers and equipment used in providing photocopying services to the District under the Contract be removed from the District's facilities on a date certain. The Contract shall terminate on the date specified in that request, and the District shall not be responsible for any monthly charges attributable to periods after that date or for any other charges under the Contract. That remedy shall be in addition to and not in derogation of any other remedies at law or in equity available to the District by virtue of the Provider to perform its obligations under this Guaranty and the Contract.

In witness of the foregoing, the undersigned duly authorized officers of the Provider and the District have executed this Guaranty in their official capacities and on behalf of the Provider and the District as of the date first stated above.

_____, the Provider

Revere Local School District, Ohio

By: _____

By: _____

President, Board of Education

(title)

And by: _____

Treasurer, Board of Education