

REVERE LOCAL SCHOOL DISTRICT
Summit County, Ohio

December 13, 2011

Regular December Board of Education Meeting

6:30 p.m.

Library / Revere High School

- I. CALL TO ORDER -- William Hoover**
- II. ROLL CALL**
- A. Mario Bonacci
 - B. Joseph Forcina
 - C. William Hoover
 - D. Claudia Hower
 - E. George Seifert
- III. PLEDGE OF ALLEGIANCE**
- IV. STUDENT PRESENTATION / STUDENT ACHIEVEMENT**
- Revere Pride Contest / RHS
~ Paula Antal, Ashley Combs, Jenny Giltner, Cassidy Jester, Julia Moskaluk
 - Board of Education Recognition
- V. PUBLIC SPEAKS TO AGENDA ITEMS**
- VI. BUILDING PRINCIPALS' REPORTS**
- VII. RESOLUTION -- BOARD OF EDUCATION**
- A. Administrator Contract -- Superintendent
- VIII. TREASURER'S REPORT, Mr. David Forrest**
- A. Approval of Minutes
The Treasurer recommends approval of the minutes of the Special Meeting held November 9, 2011 and the Regular Meeting held November 22, 2011 detailed in **Attachment T-1**.
Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____
- B. Approval of Financial Report
The Treasurer recommends approval of the Financial Report for the month of November as found in **Attachment T-2**.
Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____
- C. Donations
The Treasurer recommends the approval, with appreciation, for the donations listed in **Attachment T-3**.
Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____
- D. Appropriation Adjustments
The Treasurer recommends that 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**.
Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____
- E. Inventory Deletion
The Treasurer recommends that the items listed be identified as equipment having no functional value to the District or as obsolete having no monetary value, and that these items be disposed of as directed by the Board policy by the Coordinator of Business Services and the Treasurer. See **Attachment T-5**.
Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

F. Purchase Orders

The Treasurer recommends that the Board of Education authorize and certify payment of the purchase order 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
16056	11/21/11	Summit County Health Dept	\$11,375.00	Central Office
121931	11/23/11	Northeast District Athletic Board	\$10,675.00	Athletics

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

G. Ohio School Boards Association – Annual Membership 2011/2012 School Year

The Treasurer recommends that the Board of Education renew their membership in the Ohio School Boards Association at an estimated cost of \$7,795.00 for both the membership and the associated publications.

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

H. Ohio School Boards Association – Legal Assistance Fund 2011/2012 School Year

The Treasurer recommends that the Board of Education renew their membership in the Ohio School Boards Legal Assistance Fund at an estimated cost of \$250.00.

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

I. COBRA Administration Services – Calendar Year 2012

The Treasurer recommends entering into a renewal agreement with The HR Group, Inc. for COBRA (Consolidated Omnibus Budget Reconciliation Act) Administrative Services effective 1/1/2012 – 12/31/2012. See **Attachment T-6**

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

J. District Copier Services

Based on the bids received under the Request for Copier Services, the Treasurer recommends that the contract for copiers be awarded to Ikon as the most responsive and responsible bidder. See **Attachment T-7**.

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

K. Memorandum of Understanding (MOU) – Kate Lutz Resignation For Retirement

The Treasurer recommends that the Board of Education approve the MOU from the Revere Education Association/Ohio Education Association regarding the details of the resignation for retirement of Kate Lutz accepted at the November 22, 2012 BOE meeting. See **Attachment T-8**.

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

IX. BOARD MEMBERS' REPORTS

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

X. SUPERINTENDENT'S REPORT**Personnel – Certificated/Licensed****A. IAT Case Manager – 2011/2012 School Year**

It is recommended that the Board of Education approve Kim Gerdes as the grade 6 Case Manager with compensation per the REA Negotiated Agreement Article 17.06.

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

B. Interim Assistant Principal – Revere Middle School

It is recommended that the Board of Education approve Fred Tomei as the Interim Assistant Principal at Revere Middle School beginning January 2, 2012 through the remainder of the 2011-2012 school year. Compensation will be at the rate of \$348.97 per day for days worked.

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

C. Memorandum of Understanding (MOU) – Education Jobs Grant

It is recommended that the Board of Education approve the MOU with the Revere Education Association/Ohio Education Association as detailed in **Attachment 1**.

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

Personnel – Classified

A. Classified Substitute – 2011/2012 School Year

It is recommended that the Board of Education approve the following classified substitutes to be used on an as needed basis, effective on or after December 14, 2011:

Laura Blake Substitute Playground Aide, Substitute Cook, Substitute Cashier

Carolyn Salupo Substitute Playground Aide

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

Student Services

Other Business

A. Student Workers – RHS Auditorium

It is recommended that the Board of Education approve the following student workers to provide support services for events/programs held in the RHS auditorium during the 2011 – 2012 school year with compensation at the Board approved rate:

Tim Bader

Torie Benza

Micah Benza

Dave Hanus

Dan Kosich

Garrett Scherba

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

B. School Hotline Agreement – McGown Markling

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

Mr. Bonacci _____ Mr. Forcina _____ Mr. Hoover _____ Mrs. Hower _____ Mr. Seifert _____

XI. REPORTS FROM CENTRAL OFFICE TEAM

A. Assistant Superintendent

B. Director of Student Services

C. Coordinator of Business Services

XII. INFORMATIONAL ITEMS

A. January 10, 2012 Meetings starting at 6:00 p.m.:

~ Organizational Meeting

~ Tax Budget Approval

~ Work Session

B. Additional meeting dates for 2012 will be published on the web page January 11, 2012

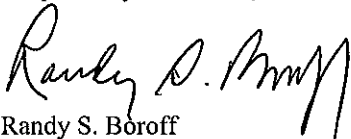
XIII. CONCERNS OF THE PUBLIC AND COMMUNITY ANNOUNCEMENTS

XIV. EXECUTIVE SESSION

A. **Personnel:** To consider the employment or compensation of a public employee.

XV. ADJOURNMENT

Respectfully Submitted,



Randy S. Boroff
Superintendent

New Document

Revere Board of Education
Board of Education
6:00 P.M.

Special Meeting
November 9, 2011

The President, Mr. Bill Hoover, called the meeting to order at 6:00 P.M.

Roll Call:

Mario Bonacci, Present
Joe Forcina, Present
Bill Hoover, Present

Claudia Hower, Present
George Seifert, Present

READING OF NOTICE OF SPECIAL MEETING

No action taken

TREASURER-No Action

SUPERINTENDENT-No Action

EXECUTIVE SESSION

Res. 12-101983 Moved by Mr. Bonacci, seconded by Mr. Forcina to go into Executive Session at 6:30 P.M. to consider the purchase of property, employee compensation and employee contracts.

Roll Call: Aye- Bonacci, Forcina, Hoover, Hower, Seifert
Motion Carried.

Invited 3 Board Members Elect

Mr. Seifert left at 9:00 P.M.

REGULAR SESSION

Res. 12-101984 Moved by Mr. Bonacci, seconded by Mr. Forcina to come out of Executive Session and return to Regular Session at 10:37 P.M.

Roll Call: Aye- Bonacci, Forcina, Hoover, Hower, Seifert
Motion Carried.

ADJOURNMENT

Res. 12-101985 Moved by Mr. Forcina, seconded by Mrs. Hower to adjourn the meeting at 10:38 P.M.

Roll Call: Aye- Forcina, Hower, Bonacci, Hoover, Seifert
Motion carried.

Signed _____
President

Attest _____
Treasurer

Date Approved

Revere Board of Education
Revere High School Library

Regular Meeting

6:30 PM

November 22, 2011

The President, Mr. William Hoover, called the meeting to order at 6:30 P.M.

Roll Call:

Mario Bonacci, Present
Joseph Forcina, Absent
William Hoover, Present

Claudia Hower, Present
George Seifert, Present

PLEDGE OF ALLEGIANCE

STUDENT PRESENTATION/STUDENT ACHIEVEMENT

Revere High School

- National Merit Students-Commended Scholars and Semi-finalists
- District Band Students
- Mens' Soccer Team
- Bill Schumacher inducted into Ohio Athletic Administrator Hall of Fame

PUBLIC SPEAKS TO AGENDA ITEMS

No action taken

BUILDING PRINCIPAL'S REPORTS

No action taken

TREASURER'S REPORT, Mr. David Forrest

Approval of Minutes

Res. 12-101986 Moved by Mr. Seifert, seconded by Mrs. Hower to approve the minutes of the Special Meeting held October 11, 2011 and the Regular Meeting held October 18, 2011 as detailed in Attachment T-1.

And,

Approval of Financial Report

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

And,

Donations

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

Roll Call: Aye-Seifert, Hower, Bonacci, Hoover
Motion Carried.

Appropriation Adjustments

Res. 12-101987 Moved by Mr. Bonacci, seconded by Mr. Seifert to approve the appropriation adjustments listed in the attached, be it further resolved that the legal level of control be approved at the fund level. See Attachment T-4.

And,

Inventory Deletion

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

And,

Purchase Orders

To 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
121781	11/10/11	Ohio high School Athletic Assoc.	\$3088.00	Athletic Office

Roll Call: Aye-Bonacci, Seifert, Hoover, Hower
Motion Carried.

Records Training

Res. 12-101988 Moved by Mr. Seifert, seconded by Mrs. Hower to approve that the Treasurer attend Records Training, as required by the Ohio Revised Code, on behalf of the newly elected members taking office effective January 1, 2012 for the Revere Local School District Board of Education..

Roll Call: Aye- Seifert, Hower, Bonacci, Hoover
Motion Carried.

Scholastic Sponsors, LLC

Res. 12-101989 Moved by Mr. Seifert, seconded by Mr. Bonacci to approve the Service Agreement with Scholastic sponsors, LLC and be it further resolved that this initiative represents an effort on behalf of the Revere Board of Education to expand its revenue base beyond traditional options. See Attachment T-6.

Roll Call: aye-Seifert, Bonacci, Hoover, Hower
Motion Carried.

Discussion Items-No Action

- Tax Values and Millage pending
- Capital Conference
- Voucher Bill 136
- Copier bids returned
- Digital Document Storage
- NEONET move delayed

BOARD MEMBERS' REPORTS

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

SUPERINTENDENT'S REPORT**Personnel – Certificated/Licensed**Leave of Absence-Certificated/Licensed Staff-2011/2012 School Year

Res. 12-101990 Moved by Mr. Seifert, seconded by Mr. Bonacci to approve a medical leave of absence (LOA) for the following:

Julie Sterpka to begin on or about January 26, 2012 with a return to work on or about April 20, 2012.

And,

Long Term Substitute-Certificated/Licensed Staff-2011/2012 School Year

To approve the following:

Lori Hutchins as a long term substitute for Julie Sterpka's LOA as above

Roll Call: Aye-Seifert, Bonacci, Hoover, Hower
Motion Carried.

Resignations-Certificated/Licensed Staff

- Res. 12-101991 Moved by Mr. Seifert seconded by Mrs. Hower to approve and accept the following resignations:

*Kate Lutz (Foreign Language RHS) with her last working day being December 16, 2011
 Melanie Timco (Assistant Principal RMS) with her last working day being November 28, 2011

*Resignation for Retirement subject to receipt of MOU between REA Union and Board

Roll Call: Aye-Seifert, Hower, Bonacci, Hoover
 Motion Carried.

Revised Resident Educator Mentors-2011/2012 School Year

- Res. 12-101992 Moved by Mrs. Hower, seconded by Mr. Bonacci to approve a stipend for the following employees who will serve as Resident Educator Mentors, with compensation per the REA negotiated agreement, during the 2011/2012 school year:

Lynn Dubsky for Sarah Smith	\$1,146.09
Carol Garman for Samer Rinehart	\$1,146.09
Kim Gerdes for Matt laurenzi	\$1,146.09

Roll Call: aye-Hower, Bonacci, Hoover, Seifert
 Motion Carried.

Personnel-ClassifiedClassified Substitutes-2010/2011 School Year

- Res. 12-101993 Moved by Mr. Seifert, seconded by Mr. Bonacci to approve the following classified substitutes to be used on an as needed basis, effective on or about October 26, 2011:

Ed Bartunek	Substitute Courier
Julie Myers	Substitute Secretary/Substitute Library Aide
Scott Robertson	Substitute Bus Driver

Roll Call: Aye- Seifert, Bonacci, Hoover, Hower
 Motion Carried.

Resignation-Supplemental Contract-2011/2012 School Year

- Res. 12-101994 Moved by Mr. Seifert, seconded by Mrs. Hower to approve the resignation of the following:

Rebecca Santonastaso as the Assistant Varsity Softball Coach

And,

Supplemental Contracts Classified Personnel-2011/2012 School Year

To approve the following with compensation per the negotiated agreement:

Mens' Basketball

Junior Varsity Coach-Jerry Nairne

Softball

Assistant Coach-Gina Hartranft

Junior Varsity Coach-Kindra Cox

Womens' Lacrosse

Head Coach-Emily Moore

Assistant Coach-Christina Michalos

Roll Call: Aye-Seifert, Hower, Bonacci, Hoover
 Motion Carried.

Leave of Absence (LOA)-Classified Employee

- Res. 12-101995 Moved by Mr. Bonacci, seconded by Mr. Seifert to approve a paid LOA for Don Fuchs/Bus Driver & Playground Aide under FMLA, effective 11/8/11 with a return to work on or about 12/2/11.

Roll Call: Aye- Bonacci, Seifert, Hoover, Hower
 Motion Carried.

Classified New Hires-2011/2012 School Year

- Res. 12-101996 Moved by Mr. Seifert, seconded by Mr. Bonacci to approve the following, effective November 7, 2011:
Craig Wearly Playground Aide/BES 2.0 hours per day, Step 0, \$11.42/hour
Diane Pallotta Playground Aide/HES 2.75 hours per day, Step 0, \$11.42/hour

Roll Call: Aye-Seifert, Bonacci, Hoover, Hower
Motion Carried.

Classified Termination of Employment

- Res. 12-101997 Moved by Mr. Seifert, seconded by Mrs. Hower to approve the termination of employment, effective 11/8/11. For David Sullivan (Custodian RHS) during his probationary period due to the incompatibility of Mr. Sullivan and the position requirements.

Roll Call: Aye-Seifert, Hower, Bonacci, Hoover
Motion Carried.

Student Services

Home Instructor-2011/2012 School Year

- Res. 12-101998 Moved by Mr. Seifert, seconded by Mr. Bonacci to approve Joel Mader as an addition to the previously approved list of Home Instructors to be used on an as needed basis effective on or after October 24, 2011.

And,

Agreements-Educational Service Center Cuyahoga County-2011/2012 School Year

To approve the agreement with the ESC of Cuyahoga County to provide a teacher of the visually impaired on an as needed basis as noted in Attachment 1 and a specific agreement for services to a student as detailed in Attachment 2.

And,

Berlitz Jr. Agreement (Additional)-2011/2012 School Year

To approve the agreement detailed in Attachment 3 to provide additional services paid through state funding, as needed for students who enrolled in Revere late summer.

Roll Call: Aye- Seifert, Bonacci, Hoover, Hower
Motion Carried.

Other Business

Out of State Softball Trip-April 9-13, 2012

- Res. 12-101999 Moved by Mr. Seifert, seconded by Mrs. Hower to approve the softball trip to the Grand Strand Classic in Myrtle Beach, South Carolina, April 9-13, 2012 as detailed in Attachment 4.

Roll Call: Aye- Seifert, Hower, Bonacci, Hoover
Motion Carried.

REPORTS FROM CENTRAL OFFICE TEAM

Assistant Superintendent
Director of Student Services
Coordinator of Business Services

No action taken

INFORMATIONAL ITEMS

- A. The Work Session December 6, 2011 at 6:00 P.M. in the BOE has been canceled.
- B. There will be a Regular Meeting December 13, 2011 at 6:30 P.M. in the RHS Library.
- C. There will be an Organizational Meeting January 10, 2012.

**CONCERNS OF THE PUBLIC AND COMMUNITY
ANNOUNCEMENTS –No action taken**

EXECUTIVE SESSION

Res. 12-102000 Moved by Mrs. Hower, seconded by Mr. Seifert to go into Executive Session at 7:47 P.M. to consider employment and compensation of employees.

Roll Call: Aye- Hower, Seifert, Bonacci, Hoover
Motion Carried.

REGULAR SESSION

Res. 12-102001 Moved by Mr. Seifert, seconded by Mr. Bonacci to come out of Executive Session and return to Regular Session at 9:29 P.M.

Roll Call: Aye- Seifert, Bonacci, Hoover, Hower
Motion Carried.

ADJOURNMENT

Res. 12-102002 Moved by Mrs. Hower seconded by Mr. Bonacci to adjourn the meeting at 9:30 P.M.

Roll Call: Aye- Hower, Bonacci, Hoover, Seifert
Motion carried.

Signed _____
President

Attest _____
Treasurer

Date Approved

New Document

NOVEMBER 30, 2011

Financial Report



Revere Local School District

David R. Forrest
Treasurer

FINANCIAL REPORTS - Index

For Month of November 2011

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 2012
November 2011 Month End Report
Cash Reconciliation Report

<i>Total Fund Balance</i>	\$20,770,937.65
---------------------------	-----------------

Gross Depository Bank Balances:

1) First Merit Business Checking Account	\$715,476.10
2) First Merit Payroll Account	\$0.00

Investments

First Merit Sweep Account	\$7,200,000.00
A.P.Y. 0.100%	
Star Bank at 0.02%	\$103.82
Charter One Bank/Citizens	\$3,009,454.61
TriState Capital Bank	\$2,250,000.00
CD-Tri State Capital - matures 3/22/12 1%	\$1,000,000.00
CD-Tri State Capital - matures 4/12/12 1.5%	\$500,000.00
CD-Tri State Capital - matures 6/7/12 1.3%	\$250,000.00
CD-Tri State Capital - matures 9/27/12 1.2%	\$500,000.00
Citigroup Global-matures 2/3/12 .420%	\$1,995,893.33
Citibank Morgan Stanley-matures 8/8/12 .33%	\$1,999,900.00
Stifel Nicolaus-matures 6/13/13 .62%	\$1,499,475.00
	Total \$20,204,826.76

Cash in Transit to Depository

Petty Cash Balances:

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

<i>Change Funds</i>	\$100.00
---------------------	----------

<i>Total</i>	\$20,921,102.86
--------------	-----------------

<i>Outstanding Checks</i>	(\$143,002.58)
---------------------------	----------------

Adjustments

Adjustments	(\$7,162.63)
	(\$7,162.63)

<i>Adjusted Total</i>	\$20,770,937.65
-----------------------	-----------------

<i>Cash on Hand (unrecorded and undeposited)</i>	\$0.00
--	--------

Date: 12/06/2011
Time: 3:07 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - NOVEMBER 30, 2011

Page: 1
(FINSUM)

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
001 0000 GENERAL FUND							
14,537,785.36	788,433.30	14,112,027.99	2,397,619.71	13,806,109.23	14,843,704.12	2,217,599.51	12,626,104.61
002 0000 BOND RETIREMENT							
616,829.65	545.65	665,701.51	1,246,948.00	1,256,431.59	26,099.57	0.00	26,099.57
003 0000 PERMANENT IMPROVEMENT FUND							
2,950,985.48	682.07	722,765.72	8,070.68	315,639.46	3,358,111.74	108,536.25	3,249,575.49
004 0000 BUILDING FUND							
5,361.78	167.22	952.43	0.00	0.00	6,314.21	0.00	6,314.21
004 9012 BUILDING FUND - HB 264							
0.00	0.00	3,225,768.00	426,559.95	1,413,509.40	1,812,258.60	1,808,440.60	3,818.00
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							
3,238.02	82,900.75	316,098.90	86,276.56	342,369.87	23,032.95-	33,293.43	56,326.38-
007 9000 BANQUET FUND							
1,121.51	0.00	0.00	0.00	0.00	1,121.51	0.00	1,121.51
007 9001 BRUNER FUND							
86.19	0.00	0.00	0.00	0.00	86.19	0.00	86.19
007 9306 SENIOR MEMORIAL FUND							
6,074.69	0.00	0.00	0.00	0.00	6,074.69	0.00	6,074.69
007 9310 PAPPANO MEMORIAL SCHOLARSHIP FUND							
2,200.00	0.00	0.00	0.00	1,000.00	1,200.00	0.00	1,200.00
007 9311 THE ERIC MORANT MEMORIAL FUND							
1,550.00	0.00	320.00	0.00	500.00	1,370.00	0.00	1,370.00
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							
750.00	0.00	0.00	0.00	500.00	250.00	0.00	250.00
007 9375 SOCCER SCHOLARSHIPS							
0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00-
007 9376 HENRIETTA M. KNIGHT SCHOLARSHIP							
1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00

Date: 12/06/2011
Time: 3:07 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - NOVEMBER 30, 2011

Page: 2
(FINSUM)

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
007 9380	HATTON MEMORIAL SCHOLARSHIP FUND						
1.84	0.00	0.00	0.00	0.00	1.84	0.00	1.84
007 9381	LUKE DEBSKI MEMORIAL FUND						
58.81	0.00	0.00	0.00	0.00	58.81	0.00	58.81
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 9385	DISTINGUISHED EDUCATORS SCHOLARSHIP						
75.00	0.00	0.00	0.00	0.00	75.00	0.00	75.00
007 9386	FUSSY CLEANERS STUDENT SCHOLARSHIP FUND						
9.38	0.00	0.00	0.00	0.00	9.38	0.00	9.38
007 9387	BANAS CHEERLEADING SCHOLARSHIP						
1,000.00	0.00	0.00	0.00	500.00	500.00	0.00	500.00
007 9388	Teacher Excellence Award						
4,001.00	0.00	0.00	0.00	0.00	4,001.00	500.00	3,501.00
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						
10,000.00	0.00	0.00	0.00	3,000.00	7,000.00	0.00	7,000.00
007 9392	The Jennifer Lyn Mears Library Memorial Fund						
0.00	145.00	900.00	0.00	0.00	900.00	0.00	900.00
008 9360	MYRON WINDER SCHOLARSHIP						
17,112.35	1.41	9.46	0.00	0.00	17,121.81	0.00	17,121.81
009 9100	UNIFORM SCHOOL SUPPLIES - BATH SCHOOL						
22,625.87	240.00	16,250.00	0.00	0.00	38,875.87	0.00	38,875.87
009 9200	UNIFORM SCHOOL SUPPLIES - HILLCREST SCHOOL						
10,374.61	315.00	22,345.00	0.00	16,145.28	16,574.33	0.00	16,574.33
009 9400	UNIFORM SCHOOL SUPPLIES - MIDDLE SCHOOL						
4,273.76	586.00	26,036.00	1,098.06	17,108.12	13,201.64	2,489.43	10,712.21

Date: 12/06/2011
Time: 3:07 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - NOVEMBER 30, 2011

Page: 3
(FINSUM)

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
009 9500	UNIFORM SCHOOL SUPPLIES - HIGH SCHOOL						
2,596.24	1,270.00	75,581.81	2,375.54	47,087.58	31,090.47	3,717.51	27,372.96
012 0000	ADULT EDUCATION						
973.25	0.00	0.00	0.00	0.00	973.25	0.00	973.25
014 0000	SPECIAL ROTARY FUND						
6,112.12	0.00	0.00	0.00	0.00	6,112.12	0.00	6,112.12
018 9100	PUBLIC SCHOOL SUPPORT - BATH SCHOOL						
10,534.97	4,824.06	44,587.39	37,777.05	40,999.86	14,122.50	907.00	13,215.50
018 9200	PUBLIC SCHOOL SUPPORT - HILLCREST SCHOOL						
21,045.81	4,572.91	5,343.88	1,074.49	1,944.52	24,445.17	6,261.19	18,183.98
018 9400	PUBLIC SCHOOL SUPPORT - MIDDLE SCHOOL						
24,831.73	2,112.78	8,100.78	150.00	4,023.70	28,908.81	1,850.00	27,058.81
018 9500	PUBLIC SCHOOL SUPPORT - HIGH SCHOOL						
6,814.42	4,517.23	6,814.81	2,573.03	6,230.42	7,398.81	2,374.05	5,024.76
019 9196	EDUCATIONAL FOUNDATION GRANT-REV.H. SCH.						
58.23	0.00	0.00	0.00	0.00	58.23	0.00	58.23
019 9204	CHAMBER GRANT						
393.58	0.00	0.00	0.00	0.00	393.58	0.00	393.58
019 9205	DOMINION EDUCATION PARTNERSHIP						
18.12	0.00	0.00	0.00	0.00	18.12	0.00	18.12
019 9207	KENT STATE SBC FOLLOW UP GRANT						
198.00	0.00	0.00	0.00	0.00	198.00	0.00	198.00
020 9005	SPECIAL ENTERPRISE-RENTAL PROPERTY						
71,778.12	550.00	2,200.00	169.00	169.00	73,809.12	15.00	73,794.12
022 0000	DISTRICT AGENCY FUND - UNCLAIMED MONEY						
2,151.32	0.00	50.00	0.00	0.00	2,201.32	0.00	2,201.32
024 0000	EMPLOYEE BENEFITS, SELF-INSURANCE						
234,935.55	3,076.43	214,811.32	200,356.46	414,236.76	35,510.11	34,229.65	1,280.46
024 9000	FLEXIBLE SPENDING PLAN						
36,385.11	0.00	0.00	0.00	36,385.11	0.00	0.00	0.00
026 9001	EMPLOYEE BENEFITS: MEDICAL/DENTAL						
0.00	300,015.97	1,506,058.63	303,438.93	1,524,779.43	18,720.80-	2,118,212.45	2,136,933.25-

Date: 12/06/2011
Time: 3:07 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - NOVEMBER 30, 2011

Page: 4
(FINSUM)

Fund #	Fund Description	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
026 9002	FLEXIBLE SPENDING PLAN						
	0.00 6,472.00	70,819.46	7,761.40	52,512.31	18,307.15	1,555.00	16,752.15
026 9003	EMPLOYEE HEALTH CARE						
	0.00 196,886.59	393,773.18	0.00	196,886.59	196,886.59	0.00	196,886.59
200 9211	CLASS OF 2011						
	3,163.65 0.00	970.00	0.00	0.00	4,133.65	350.00	3,783.65
200 9212	CLASS OF 2012						
	2,412.54 3,074.00	4,673.00	0.00	524.00	6,561.54	1,487.50	5,074.04
200 9213	CLASS OF 2013						
	1,953.49 0.00	440.00	0.00	0.00	2,393.49	0.00	2,393.49
200 9214	CLASS OF 2014						
	2,135.73 0.00	634.86-	0.00	0.00	1,500.87	0.00	1,500.87
200 9215	CLASS OF 2015						
	0.00 0.00	71.20	0.00	0.00	71.20	55.00	16.20
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						
	2,129.91 672.00	672.00	0.00	2,085.00	716.91	1,200.00	483.09-
200 9318	LANTERN						
	1,089.34 0.00	0.00	0.00	0.00	1,089.34	0.00	1,089.34
200 9320	MIDDLE SCHOOL STUDENT COUNCIL						
	2,528.38 791.00	1,316.00	838.14	2,767.77	1,076.61	2,282.92	1,206.31-
200 9321	HIGH SCHOOL STUDENT COUNCIL						
	8,297.34 173.50	10,712.45	402.08	5,670.67	13,339.12	1,013.36	12,325.76
200 9322	REVERE PLAYERS						
	34,700.53 4,174.00	7,637.09	4,837.86	5,761.91	36,575.71	4,172.57	32,403.14
200 9323	YEARBOOK						
	16,775.83 600.00	1,400.00	0.00	1,242.32	16,933.51	40.00	16,893.51
200 9350	INSTRUMENTAL MUSIC						
	289.10 0.00	0.00	0.00	0.00	289.10	0.00	289.10
200 9365	ART CLUB						
	1,412.19 65.00	175.00	0.00	120.36	1,466.83	120.00	1,346.83

Date: 12/06/2011
Time: 3:07 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - NOVEMBER 30, 2011

Page: 5
(FINSUM)

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
200 9370	NATIONAL ART HONOR SOCIETY						
233.09	260.00	260.00	0.00	0.00	493.09	0.00	493.09
200 9375	CHESS CLUB						
206.87	255.00	255.00	0.00	0.00	461.87	0.00	461.87
200 9380	KEY CLUB						
3,314.86	0.00	54.00	128.41	144.24	3,224.62	0.00	3,224.62
200 9390	INTERNATIONAL CLUB						
1,647.37	0.00	0.00	400.00	442.40	1,204.97	157.60	1,047.37
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
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						
63,972.48	806.00	36,289.44-	35,436.11	150,255.74	122,572.70-	61,276.31	183,849.01-
300 9230	CHORAL						
476.65	50.00	50.00	0.00	0.00	526.65	0.00	526.65
300 925A	REV ATHL-1ST NATL 6/91 CHECKING ACCT C/O BAL						
100.00	0.00	0.00	0.00	0.00	100.00	0.00	100.00
300 9330	C.A.R.E.						
193.61	0.00	33.00	0.00	0.00	226.61	150.00	76.61
300 9501	FOOTBALL						
0.00	136.00	30,382.00	0.00	0.00	30,382.00	0.00	30,382.00
300 9502	VOLLEYBALL						
0.00	2,876.00	7,246.00	0.00	0.00	7,246.00	0.00	7,246.00
300 9503	BOYS SOCCER						
0.00	0.00	3,699.00	0.00	0.00	3,699.00	0.00	3,699.00
300 9504	GIRLS SOCCER						
0.00	0.00	13,266.60	0.00	0.00	13,266.60	0.00	13,266.60
300 9506	GIRLS TENNIS						
0.00	0.00	1,979.00	0.00	0.00	1,979.00	0.00	1,979.00

Date: 12/06/2011
Time: 3:07 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - NOVEMBER 30, 2011

Page: 6
(FINSUM)

Fund #	Fund Description		FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts		Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
300 9507	WRESTLING							
0.00	3,400.00		4,971.69	0.00	0.00	4,971.69	0.00	4,971.69
300 9508	CHEERLEADING							
0.00	600.00		1,778.00	0.00	0.00	1,778.00	0.00	1,778.00
300 9509	BOYS BASKETBALL							
0.00	360.00		33,790.00	0.00	0.00	33,790.00	0.00	33,790.00
300 9510	GIRLS BASKETBALL							
0.00	195.00		15,869.00	0.00	0.00	15,869.00	0.00	15,869.00
300 9511	BOYS GOLF							
0.00	0.00		20,065.00	0.00	0.00	20,065.00	0.00	20,065.00
300 9512	GIRLS GOLF							
0.00	310.00		310.00	0.00	0.00	310.00	0.00	310.00
300 9513	BASEBALL							
0.00	0.00		6,841.00	0.00	0.00	6,841.00	0.00	6,841.00
300 9514	SOFTBALL							
0.00	0.00		9,222.72	0.00	0.00	9,222.72	0.00	9,222.72
300 9517	CROSS COUNTRY							
0.00	110.00		8,658.10	0.00	0.00	8,658.10	0.00	8,658.10
300 9519	BOYS TRACK							
0.00	0.00		35.00	0.00	0.00	35.00	0.00	35.00
300 9520	GIRLS TRACK							
0.00	0.00		859.00	0.00	0.00	859.00	0.00	859.00
300 9521	BOYS LACROSSE							
0.00	320.00		320.00	0.00	0.00	320.00	0.00	320.00
300 9524	DANCE TEAM							
0.00	0.00		750.00	0.00	0.00	750.00	0.00	750.00
300 9525	OHSА TOURNAMENTS							
0.00	7,027.00		30,211.92	5,190.00	5,190.00	25,021.92	0.00	25,021.92
401 9210	AUX. SERVICES-OLD TRAIL							
8,624.03	0.00		0.00	0.00	8,624.03	0.00	0.00	0.00
401 9211	AUX. SERVICES-OLD TRAIL							
57,899.72	0.00		0.00	0.00	57,899.72	0.00	0.00	0.00

Date: 12/06/2011
Time: 3:07 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - NOVEMBER 30, 2011

Page: 7
(FINSUM)

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
401 9212	AUX. SERVICES-OLD TRAIL						
0.00	79,424.36	158,864.81	28,424.25	85,921.47	72,943.34	122,163.06	49,219.72-
451 9212	OHIO K-12 NETWORK						
0.00	0.00	3,600.00	0.00	0.00	3,600.00	0.00	3,600.00
506 9001	RACE TO THE TOP - YR 1 (FY2011)						
243.15	0.00	1,775.51	0.00	2,018.66	0.00	0.00	0.00
506 9002	RACE TO THE TOP - YR 2 (FY2012)						
0.00	0.00	0.00	998.64	1,455.17	1,455.17-	121.10	1,576.27-
516 9211	IDEA SPECIAL EDUCATION - PART B						
35,949.72	0.00	11,767.09	0.00	47,716.81	0.00	0.00	0.00
516 9212	IDEA SPECIAL EDUCATION - PART B						
0.00	0.00	118,255.28	43,377.28	147,385.51	29,130.23-	152,414.06	181,544.29-
516 9215	SPECIAL EDUCATION PART B - PARENT MENTOR						
0.56	0.00	0.00	0.00	0.00	0.56	0.00	0.56
516 9216	SPECIAL EDUCATION PART B - PARENT MENTOR						
1.33	0.00	0.00	0.00	0.00	1.33	0.00	1.33
516 9218	SPECIAL EDUCATION PART B - PARENT MENTOR						
1.14	0.00	0.00	0.00	0.00	1.14	0.00	1.14
516 9219	SPECIAL EDUCATION PART B - PARENT MENTOR						
0.42	0.00	0.00	0.00	0.00	0.42	0.00	0.42
516 9235	AMERICAN SIGN LANGUAGE						
15.20	0.00	0.00	0.00	0.00	15.20	0.00	15.20
516 9310	SPECIAL EDUCATION PART B - PARENT MENTOR						
111.44	0.00	0.00	0.00	0.00	111.44	0.00	111.44
516 9311	SPECIAL EDUCATION PART B - PARENT MENTOR						
55.17	0.00	55.17-	0.00	0.00	0.00	0.00	0.00
516 9312	SPECIAL EDUCATION PART B - PARENT MENTOR						
0.00	0.00	0.00	2,352.96	3,529.44	3,529.44-	16,470.56	20,000.00-
516 9320	ARRA - Part B IDEA						
17,883.59	0.00	92,910.64	0.00	110,794.23	0.00	0.00	0.00
533 9211	TITLE IID - TECH						
307.21	0.00	307.21-	0.00	0.00	0.00	0.00	0.00

Date: 12/06/2011
Time: 3:07 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - NOVEMBER 30, 2011

Page: 8
(FINSUM)

Fund #	Fund Description		FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code	
533 9212	TITLE IID - TECH							
0.00	0.00	307.21	0.00	0.00	307.21	0.00	307.21	
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 9211	TITLE I- TARGETED ASSISTANCE							
5,000.00	0.00	5,000.00-	0.00	0.00	0.00	0.00	0.00	
572 9212	TITLE I - FY2012 (8/3/11-6/30/12)							
0.00	0.00	33,362.64	11,681.32	40,884.62	7,521.98-	0.00	7,521.98-	
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 9204	TITLE II-A IMPROVING TEACHER QUALITY							
0.00	0.00	0.00	66.88-	0.00	0.00	0.00	0.00	
590 9211	TITLE II-A IMPROVING TEACHER QUALITY							
3,217.69	0.00	3,911.59	0.00	7,129.28	0.00	0.00	0.00	
590 9212	TITLE IIA - FY2012 (8/3/11-6/30/12)							
0.00	0.00	12,905.04	4,102.54	13,983.85	1,078.81-	0.00	1,078.81-	
GRAND TOTALS:								
18,922,890.91	1,503,993.23	22,051,662.17	4,860,351.57	20,203,615.43	20,770,937.65	6,703,955.11	14,066,982.54	

FORM SM-2

DATE: 12/06/2011
TIME: 15:16:14

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

PAGE: 1

SCHOOL DISTRICT: REVERE LSD - 050054

IRN # 050054 COUNTY: Summit
REVERE LOCAL - November 30, 2011

FISCAL YEAR: 2012 MONTH: 11

	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	10,898,947	10,898,947	0
01.020 Tangible Personal Property Tax	32,000	0	32,000-	32,000	0	32,000-
01.030 Income Tax	0	0	0	0	0	0
01.035 Unrestricted Grants-in-Aid	200,000	179,239	20,761-	938,364	896,842	41,522-
01.040 Restricted Grants-in-Aid	7,000	0	7,000-	7,000	0	7,000-
01.045 Restricted Grants-in-Aid - SFSF	0	0	0	0	0	0
01.050 Property Tax Allocation	1,100,000	491,071	608,929-	1,511,828	1,872,831	361,003
01.060 All Other Operating Revenue	60,000	118,123	58,123	170,114	400,962	230,848
01.070 Total Revenue	1,399,000	788,433	610,567-	13,558,253	14,069,582	511,329
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	12,664	12,664	0
02.060 All Other Financing Sources	0	0	0	29,780	29,780	0
02.070 Total Other Financing Sources	0	0	0	42,444	42,444	0
02.080 Total Revenues and Other Financing Sources	1,399,000	788,433	610,567-	13,600,697	14,112,026	511,329
EXPENDITURES						
03.010 Personal Services	1,500,000	1,521,472	21,472	8,103,311	8,146,076	42,765
03.020 Employees' Retirement/Insurance Benefits	560,000	556,552	3,448-	2,804,639	2,837,627	32,988
03.030 Purchased Services	200,000	249,881	49,881	1,883,139	1,839,075	44,064-
03.040 Supplies and Materials	200,000	82,807	117,193-	755,532	533,954	221,578-
03.050 Capital Outlay	4,000	20,454-	24,454-	134,400	129,801	4,599-
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	0	0
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	20,000	7,362	12,638-	358,761	319,578	39,183-
04.500 Total Expenditures	2,484,000	2,397,620	86,380-	14,039,782	13,806,111	233,671-
OTHER FINANCING USES						
05.010 Operating Transfers - Out	0	0	0	0	0	0
05.020 Advances - Out	0	0	0	0	0	0
05.030 All Other Financing Uses	0	0	0	0	0	0
05.040 Total Other Financing Uses	0	0	0	0	0	0
05.050 Total Expenditure and Other Financing Uses	2,484,000	2,397,620	86,380-	14,039,782	13,806,111	233,671-
06.010 Excess Rev & Oth Financing Sources over(under) Exp &	1,085,000-	1,609,187-	524,187-	439,085-	305,915	745,000
07.010 Beginning Cash Balance	15,183,700	16,452,887	1,269,187	14,537,785	14,537,785	0
07.020 Ending Cash Balance	14,098,700	14,843,700	745,000	14,098,700	14,843,700	745,000
08.010 Outstanding Encumbrances	0	2,217,600	2,217,600	0	2,217,600	2,217,600

2011-12						
REVERE LOCAL SCHOOL DISTRICT						
PERMANENT IMPROVEMENT - FUND #003						
Monthly Cash Flow Spending Plan Report						
INCOME	JULY	AUG.	SEPT.	OCT.	NOV.	TOTALS
BEGINNING BALANCE	\$2,950,985.48	\$3,314,764.42	\$3,265,970.44	\$3,332,119.76	\$3,365,500.35	
Real Estate Taxes	\$375,000.00	\$150,000.00	\$45,802.68			\$570,802.68
General Property - Public Utilities						\$0.00
Tangible Personal Property						\$0.00
Other Local Taxes - Trailer Tax		\$534.09				\$534.09
Donations to Turf Initiative			\$75,000.00			\$75,000.00
Rollback and Homestead-Manufactured				\$67.49		\$67.49
Rollback and Homestead				\$75,228.97		\$75,228.97
Manufactured Home - Exemption			\$271.76			\$271.76
Tangible Personal Property Tax Loss					\$682.07	\$682.07
Electric Deregulation Property Tax Rep						\$0.00
Property Tax Replacement						\$0.00
Cuyahoga Val. Nat'l Park In-Lieu-Of	\$178.66					\$178.66
TOTAL RECEIPTS	\$375,178.66	\$150,534.09	\$121,074.44	\$75,296.46	\$682.07	\$722,765.72
EXPENDITURES	JULY	AUG.	SEPT.	OCT.	NOV.	TOTALS
RHS Portable Lab Server						\$0.00
Instructional Equipment RHS				\$985.00	\$3,950.00	\$4,935.00
Other Fiscal Services-Aud/Treas Fees	\$10.72	\$62.60	\$8,713.26	\$478.37	\$36.56	\$9,301.51
Delinquent Land Tax-1999						\$0.00
New Equipment - Fingerprinting						\$0.00
Business Support Services Vehicles						\$0.00
Care/Upkeep of Buildings RHS						\$0.00
Care/Upkeep of Buildings-Elect. Upgrade						\$0.00
Repair/Maintenance-Bath				\$2,032.00		\$2,032.00
Repair/Maintenance-Hillcrest	\$3,595.00	\$3,500.00				\$7,095.00
Repair/Maintenance-RMS	\$7,794.00					\$7,794.00
Repair/Maintenance-RMS 001						\$0.00
Repair/Maintenance-RHS		\$23,540.00		\$15,685.00		\$39,225.00
Repair/Maintenance - Athletic Field						\$0.00
Repair/Maintenance-District						\$0.00
Water Line						\$0.00
Care/Upkeep-Bath Building Supplies						\$0.00
Care/Upkeep Restroom Renovate Bath						\$0.00
Care/Upkeep Buildings-District		\$4,800.00		\$2,650.00		\$7,450.00
Care/Upkeep Building Lighting 002						\$0.00
Care/Upkeep Building Security System						\$0.00
Care/Upkeep RHS Office Equip. Service						\$0.00
Care/Upkeep District Office Equip. Servc.						\$0.00
Repair/Maintenance-RHS Fields						\$0.00
Replacement Equipment-Bath		\$12,352.67				\$12,352.67
Replacement Equipment-Hill				\$4,843.15		\$4,843.15
Replacement Equipment-RMS			\$25,741.36	\$1,067.63		\$26,808.99
Replacement Equipment-RHS		\$3,022.80		\$7,472.72	\$4,084.12	\$14,579.64
Replacement Equipment-Central			\$20,470.50			\$20,470.50
New Equipment - Security System						\$0.00
New Equipment-Pupil Transportation						\$0.00
Replacement Equipment-Pupil Transport		\$152,050.00				\$152,050.00
New Equipment Data Processing Service						\$0.00
Office Services New Equipment-RHS				\$6,702.00		\$6,702.00
TOTAL EXPENDITURES	\$11,399.72	\$199,328.07	\$54,925.12	\$41,915.87	\$8,070.68	\$315,639.46
ENDING BALANCES	\$3,314,764.42	\$3,265,970.44	\$3,332,119.76	\$3,365,500.35	\$3,358,111.74	
ENCUMBRANCES	\$321,575.25	\$181,102.95	\$146,089.45	\$116,458.25	\$108,536.25	
UNENCUMBERED BAL	\$2,993,189.17	\$3,084,867.49	\$3,186,030.31	\$3,249,042.10	\$3,249,575.49	

2011-2012						
REVERE LOCAL SCHOOLS FOOD SERVICE ENTERPRISE-FUND #006						
Monthly Cash Flow Spending Plan Report						
INCOME	JULY	AUGUST	SEPT	OCT	NOV	TOTALS
BEGINNING BALANCES	\$3,238.02	(\$51,325.59)	(\$37,257.03)	(\$45,973.29)	(\$19,657.14)	
Interest Earnings						\$0.00
Student Lunch Sales	\$19.48	\$58,537.76	\$51,962.10	\$55,609.95	\$51,239.35	\$217,368.64
Student A-La-Carte Sales		\$7,149.90	\$18,196.50	\$18,506.95	\$15,972.65	\$59,826.00
Student Milk Sales		\$298.50	\$992.00	\$945.00	\$907.50	\$3,143.00
Adult Lunch Sales		\$295.10	\$1,495.70	\$1,657.45	\$1,445.03	\$4,893.28
Catering - Bath				\$33.25		\$33.25
Catering - Hillcrest		\$24.50	\$73.50	\$49.00		\$147.00
Catering - RMS			\$121.21			\$121.21
Catering - RHS			\$401.21		\$490.19	\$891.40
Miscellaneous						\$0.00
Vending Commissions - RMS		\$47.50	\$268.75	\$179.43	\$250.60	\$746.28
Vending Commissions - RHS			\$19.56		\$592.88	\$612.44
State Subsidy						\$0.00
Federal Subsidy				\$16,313.85	\$12,002.55	\$28,316.40
Transfers In						\$0.00
Initial Advance In						\$0.00
Refund/Prior Year Expenditure						\$0.00
Advances In						\$0.00
TOTALS RECEIPTS	\$19.48	\$66,353.26	\$73,530.53	\$93,294.88	\$82,900.75	\$316,098.90
EXPENDITURES	JULY	AUGUST	SEPT	OCT	NOV	TOTALS
Administrative Supply						\$0.00
Regular Salaries	\$34,985.87	\$23,364.56	\$23,736.65	\$24,230.76	\$23,905.44	\$130,223.28
Overtime/Extra Time	\$64.32		\$1,005.48	\$1,375.59	1925.19	\$4,370.58
Leaves/Holiday	\$82.84	\$33.83			\$36.33	\$153.00
Severence			\$5,276.49			\$5,276.49
Substitutes			\$1,099.64	\$1,223.40	\$1,304.90	\$3,627.94
Benefits	\$16,300.15	\$13,799.61	\$13,835.08	\$12,835.97	\$15,082.71	\$71,853.52
SURcharge						\$0.00
Management Services			\$120.00			\$120.00
Repair/Maintenance		\$174.00		\$1,636.13	\$142.00	\$1,952.13
Travel/Meetings			37173.45	217.25		\$37,390.70
Food/Supplies	\$3,149.91	\$14,912.70		24288.63	\$43,879.99	\$86,231.23
New Equipment 500				1171		\$1,171.00
New Equipment 200						\$0.00
Replacement Equipment 100						\$0.00
Replacement Equipment 200						\$0.00
Replacement Equipment 400						\$0.00
Replacement Equipment 500						\$0.00
Dues/Fees						\$0.00
Return of Advance						\$0.00
TOTALS EXPENDITURES	\$54,583.09	\$52,284.70	\$82,246.79	\$66,978.73	\$86,276.56	\$342,369.87
ENDING BALANCES	(\$51,325.59)	(\$37,257.03)	(\$45,973.29)	(\$19,657.14)	(\$23,032.95)	
ENCUMBERANCES	\$2,261.03	\$29,304.50	\$20,173.15	\$42,561.03	\$33,293.43	
UNENCUMBERED BAL	(\$53,586.62)	(\$66,561.53)	(\$66,146.44)	(\$62,218.17)	(\$56,326.38)	

New Document

**LIST OF DONATIONS
RECEIVED BY THE REVERE LOCAL SCHOOL DISTRICT
12/13/2011**

CASH DONATIONS

1. To: Bath School, \$125.00, to go into the Jennifer Lyn Mears Library Memorial Fund to be used to purchase books for the Bath School library in memory of Bill Mears.
- From: Donna Hill \$25.00 Jennifer Kairis \$35.00
Barbara Wenger \$30.00 Marlene Heren \$10.00
Dorothy Scheinbart \$25.00

EQUIPMENT / OTHER DONATIONS

NA

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

New Document

Attachment T-4

Adjustments FY2012 Permanent Appropriations December 13, 2011

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>				
<u>Enterprise Funds</u>				
<u>Internal Service Funds</u>				
<u>Capital Projects Fund Class</u>				
Building Fund	004	INCREASE	\$50,000.00	\$3,275,768.00
<u>Trust Fund Class</u>				
<u>Agency Fund Class</u>				
Total of adjustments and or increase to the District's Appropriations			\$50,000.00	

New Document

Snow, Terry

From: Jackson, Georgianne
Sent: Wednesday, November 30, 2011 11:10 AM
To: Snow, Terry
Subject: FW: Inventory Deletion Request

Terry this is for the Board Agenda 12/13/11

From: Schumacher, Bill
Sent: Wednesday, November 30, 2011 10:59 AM
To: Forrest, David; Jackson, Georgianne
Cc: Matowitz, Kevin
Subject: Inventory Deletion Request

The purpose of this email is to request that the following items be deleted from the inventory of track and field equipment:

High Jump Pits
Pole Vault Pits

These pits are beyond repair and due to the extended use over the last 15 years, there are safety concerns.

Bill Schumacher
Athletic Director
Revere Local Schools
3420 Everett Rd.
Richfield, OH 44286
330.523.3204
bschumac@revereschools.org



New Document

COBRA Administration Agreement

THIS Agreement is effective the 1st day of January, 2012, by Revere Local Schools referred to as "Plan Sponsor" and Dorman Farrell HR.

A. The Consolidated Omnibus Budget Reconciliation Act of 1985 as amended, together with proposed and final regulations thereunder, ("COBRA") requires Plan Sponsor to provide medical benefits to certain individuals for whom coverage would not otherwise be provided;

B. Plan Sponsor desires to provide the legally required notices and benefits to Plan participants who become eligible for COBRA continuation; and

C. In connection with services provided by Dorman Farrell Benefits as Plan Sponsor's insurance broker, Plan Sponsor wishes to engage Dorman Farrell HR to provide administration services for such COBRA continuation.

NOW THEREFORE, the parties agree as follows:

SECTION I - DUTIES AND RESPONSIBILITIES OF DORMAN FARRELL HR

- 1.01 Election Notice - Dorman Farrell HR will provide Plan participants who are or who become eligible for COBRA continuation under sections 2.01 and 2.02 with notice of such eligibility upon receiving notification from Plan Sponsor pursuant to said sections. Notice to the Plan participants will be mailed to the address provided by the Plan Sponsor with notice of such eligibility upon receiving notification from Plan Sponsor pursuant to said sections. Plan Sponsor will be solely responsible for ensuring that Dorman Farrell HR receives an accurate address for each plan participant.
- 1.02 Plan Records - Dorman Farrell HR will maintain records of all qualifying events reported by Plan Sponsor. Dorman Farrell HR will also maintain records of all notices, acceptances or rejections of election of COBRA continuation, applicable COBRA contributions, length of COBRA coverage, and any subsequent qualifying events.
- 1.03 COBRA Contribution Amount - Dorman Farrell HR will provide a calculation of COBRA contributions for the Plan at the request of the Plan Sponsor. This contribution for fully insured benefits will be the applicable insurance premiums for each plan of benefits eligible for COBRA continuation, plus 2% for Administrative services. This contribution for self-funded benefits will be provided to Dorman Farrell HR by the Plan Sponsor's Third Party Claims Administrator and will include 2% for Administrative services.
- 1.04 COBRA law allows employers to charge up to a 50% administration fee for those participants who extend COBRA coverage to 29 months when they meet specific requirements for Social Security Disability. The plan sponsor will indicate what administrative fee Dorman Farrell HR will use, not to exceed 50% by law, when billing the participant. This amount will be indicated at the onset of this agreement and can be changed only at renewal. Dorman Farrell HR will keep only the usual 2% administrative fee for all Cobra participants, regardless of reason for Cobra election. Any remaining administrative fee will be returned to the plan sponsor.

- 1.05 Receipt of COBRA Contribution - Dorman Farrell HR shall receive COBRA contributions from Plan participants who have elected COBRA continuation. COBRA contributions, less 2% Administrative fees received by Dorman Farrell HR will be sent by check to the Plan Sponsor each month with a report listing each COBRA participant, benefits the participant is continuing and the amount of contribution paid by the participant.
- 1.06 New Employee Notice - Dorman Farrell HR will notify new employees of Plan Sponsor of their rights under COBRA upon receiving notification from Plan Sponsor regarding the hiring of any such new employees.
- 1.07 COBRA Termination Notice - Dorman Farrell HR will give notice of termination of COBRA continuation to Plan participants who are no longer entitled to receive COBRA continuation upon receiving notification from Plan Sponsor that such notice of termination is to be given.
- 1.08 Plan Reports - Dorman Farrell HR will separately account for Plan participants who have elected COBRA continuation in Plan reports provided for under this Agreement. Upon termination of the services provided under this Agreement, Dorman Farrell HR will make available to Plan Sponsor all COBRA administration records and files. Upon the request and at the expense of the Plan Sponsor, Dorman Farrell HR will arrange for the delivery of the COBRA administrative records and files to Plan Sponsor or its authorized agent.
- 1.09 COBRA Procedure Manual – Dorman Farrell HR is not responsible for supplying Plan Sponsor with the required COBRA Procedure Manual required by the IRS. In addition, Dorman Farrell HR is not responsible for the Plan Sponsor's record keeping and procedure requirements associated with utilizing a Third-Party Administrator for COBRA administration.

SECTION II - DUTIES AND RESPONSIBILITIES OF THE PLAN SPONSOR

- 2.01 Notification of Qualifying Event –
 - (a) Plan Sponsor will notify Dorman Farrell HR within thirty (30) days of an employee's termination, reduction in work hours, death, or other qualifying event as required by COBRA. Dorman Farrell HR will be held harmless when more than thirty (30) days have lapsed before notification of a qualifying event is received in our office.
 - (b) Plan Sponsor will notify Dorman Farrell HR within thirty (30) days of receiving notice of a Plan participant's divorce or legal separation, a Plan Participant's dependent ceasing to satisfy the definition of a dependent child under the Plan, or other qualifying event as required by COBRA. Dorman Farrell HR will have no obligation under this Agreement to provide COBRA Administration services to Plan Sponsor for any Plan participant not identified by Plan Sponsor as required by this section.
- 2.02 Existing COBRA Participants - Within ten (10) business days of the effective date of this Agreement, Plan Sponsor will provide Dorman Farrell HR with (a) information regarding each Plan Participant who has elected COBRA continuation and remains covered under the Plan, and (b) information regarding each Plan participant who is (i) eligible for COBRA continuation,

(ii) whose qualifying event occurred no earlier than sixty (60) days prior to the effective date of this Agreement, and (iii) who has not received notice of his or her right to continue coverage under the plan. Dorman Farrell HR will have no obligation under this Agreement to provide COBRA Administration services to Plan Sponsor for any Plan participant not identified by Plan Sponsor as required by this section.

- 2.03 Administrative Fees - Plan Sponsor will pay Dorman Farrell HR the fees described in Schedule A for COBRA Administration. Fees will be paid within thirty (30) days from billing date on monthly invoice.
- 2.04 Notification of Plan Changes - Plan Sponsor will notify all COBRA participants of changes in the Plan which affects the benefits provided to Plan participants on a timely basis in compliance with applicable laws and regulations. Upon request, Dorman Farrell HR will assist the Plan Sponsor by providing a complete listing of COBRA participants and addresses.
- 2.05 Changes in Size of Employer Group – Dorman Farrell HR reserves the right to adjust an in-force contract and rates in the event of more than a 25% increase or decrease in group size (i.e. due to purchase/sale of plant/division). Dorman Farrell HR may also invoice Plan Sponsor for any additional fees associated with set-up and administration of additional employees.

Change in size of Plan Sponsor may also affect the necessity to offer COBRA coverage. Dorman Farrell HR is not responsible for determining the necessity of COBRA. Execution of this contract assumes Plan Sponsor is aware of method of counting employees to determine if the group must offer COBRA.

- 2.06 Change in Agent/Broker Status – If during the term of this contract, Plan Sponsor terminates agent/broker status with Benefit Designs, LLC, The fees, payable by Plan Sponsor, will immediately and without notice to Plan Sponsor be increased by 20%.

SECTION III - LIMITS OF LIABILITY

- 3.01 Hold Harmless
(a) Dorman Farrell HR agrees during and after the term of this Agreement to hold Plan Sponsor harmless from, and indemnify Plan Sponsor against, any and all claims, losses, and expenses, including attorney's fees, incurred by Plan Sponsor as a result of Dorman Farrell HR's (i) negligence, gross negligence or willful misconduct in connection with its performance of services under this Agreement or (ii) breach of this Agreement.

(b) Plan Sponsor agrees during and after the term of this Agreement to release, hold Dorman Farrell HR and its officers, directors, employees and agents harmless from, and indemnify Dorman Farrell HR and its officers, directors, employees and agents against, any and all claims, losses, and expenses, of any nature whatsoever, whether arising in law or equity, including attorney's fees, brought by any former, present or future employee of the Plan Sponsor, any governmental representative and/or agency or any other third party and in any way related to or arising out of the plan and/or the Plan Sponsor's sponsorship or administration thereof, with the sole exception of those claims, losses and expenses arising out of Dorman Farrell HR's (i) negligence, gross negligence

or willful misconduct in connection with its performance of services under this Agreement or (ii) breach of this Agreement. Plan Sponsor hereby expressly agrees that Dorman Farrell HR is in no way responsible for determining whether the Plan Sponsor is subject to COBRA, which of Plan Sponsor's employees or former employees qualifies as a Plan participant under COBRA or for otherwise ensuring that the Plan Sponsor is in compliance with COBRA, and Plan Sponsor specifically agrees to release, hold harmless and indemnify Dorman Farrell HR its officers, directors, employees and agents from and against any and all claims, losses and expenses resulting from or arising out of any noncompliance or alleged noncompliance of Plan Sponsor there with.

SECTION IV - TERM AND TERMINATION

- 4.01 Term of Agreement - The term of this Agreement will commence at 12:01 a.m. on the effective date and will remain in effect for a period of twelve (12) months unless renewed or terminated under Section 4.02 below.
- 4.02 Renewal and Termination - This Agreement will renew on each anniversary date for an additional twelve (12) month period. It is the discretion of Dorman Farrell HR to renew this contract at the end of the contract year with Plan Sponsor if Plan Sponsor no longer utilizes the services of Benefit Designs, LLC.

Please indicate whether or not your group is an eligible employer and therefore obligated to offer COBRA coverage for calendar year 2012:

Yes _____

No _____

2000 Definition of eligible employer: "...an employer that employs 20 or more employees on at least 50% of its typical business days during the preceding calendar year. In determining the number of the employees of an employer, each full-time employee is counted as one employee and each part-time employee is counted as a fraction of an employee. For each day of that pay period, each full time employee counts as one employee and each part-time employee counts as a fraction, with the numerator of the fraction equal to the number of hours worked by that employee during that pay period and the denominator equal to the number of hours that must be worked during that pay period in order to be considered a full-time employee."

Be aware that you must accept a premium payment that is short an "insignificant amount", which is defined as "no greater than the lesser of \$50 or 10 percent of the required amount."

Pursuant to Article 1.04, Page 1, please specify the administrative amount you wish to charge for Cobra beneficiaries that qualify for the 29-month disability extension of benefits. By law, the maximum amount that can be charged is 50%. If no amount is specified, Dorman Farrell HR will automatically charge 2%.

As Plan Sponsor, we choose to charge _____% for Cobra beneficiaries that qualify for the 29-month disability extension of benefits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date first appearing above.

PLAN SPONSOR:

Revere Local Schools

Dorman Farrell HR

By:_____

By:_____

Date:_____

Date:_____

New Document

IKON**Document Efficiency
At Work.®**

A RICOH COMPANY

Rental Agreement Number: _____

This Rental Agreement ("Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "we", "us", or "our" we are referring to IKON Office Solutions, Inc.

CUSTOMER INFORMATION

Full Legal Name _____
Customer Location Address _____

City _____ County _____ State _____ Zip _____

Customer Billing Contact: _____

Phone (ext) _____ Fax / Email _____

Customer Billing Address (if different) _____

City _____ County _____ State _____ Zip _____

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number

☐ Check if Additional Equipment Schedule attached**PAYMENT SCHEDULE**

Minimum Term: (months)	Payment Due: (check one) ☐ Monthly ☐ Quarterly ☐ Other _____	Payment Without Tax \$ _____	Advance Payment: \$ _____ (Tax Incl'd) by Check # _____ ☐ Apply to 1st Payment ☐ Other _____
-------------------------------	--	-------------------------------------	---

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.): _____Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)**TERMS AND CONDITIONS:**

1. **Agreement Agreement:** You agree to rent from us the equipment ("Equipment") listed above. Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Agreement. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Customer Location" is a business address. Our signature indicates our acceptance of this Agreement. **Notwithstanding anything herein to the contrary, you may terminate this Agreement with respect to any item of Equipment provided under this Agreement by giving us thirty (30) days prior written notice.**

2. **Location of Equipment:** You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. *(The terms and conditions set forth on the next page of this Agreement are hereby incorporated herein by reference.)*

AUTHORIZED SIGNER

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

PERSONAL GUARANTY In consideration of IKON entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that IKON may modify the Agreement or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Agreement. I agree that IKON need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IKON for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

Guarantor Signature _____

(Printed Name of Guarantor - Do Not Include Title)

Home Address _____

City _____

State _____

Zip _____

Home Phone () _____

SSN -- --

3. **Ownership of Equipment; Assignment:** We are the sole owner and titleholder to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us.

4. **Taxes and Filing Costs:** In addition to the payments under this Agreement, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Agreement. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.

5. **UCC Filing:** To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

6. **Warranties:** We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. You acknowledge that you have selected the Equipment you are leasing from us based on your own judgment and you hereby affirmatively disclaim reliance on any oral representation concerning the Equipment made to you.

7. **Maintenance of Our Equipment and Agency:** You agree to install (if required), use and maintain the Equipment in accordance with manufacturers' specifications and to use only those supplies which meet such specifications. You may elect to engage IKON to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.

8. **Indemnity, Liability and Insurance:** (a) The parties to this Agreement will indemnify, defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days' advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.

9. **Renewal and Return of Equipment:** After the minimum term or any extension, this Agreement will renew on a month-to-month basis unless either party notifies the other in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by our designees or us. We will bear shipping charges so long as replacement Equipment is selected from IKON.

10. **Agreement Payments:** Payments will begin on the delivery date. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not made within 10 days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason.

11. **Default:** If you do not pay any amount within 30 days of its due date, or breach any other term of this Agreement, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including Article 2A of the Uniform Commercial Code. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Agreement. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

12. **Business Agreement and Choice of Law:** YOU AGREE THAT THIS LEASE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF GEORGIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

13. **No Waiver or Set off:** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.

* 14. **Entire Agreement; Delivery & Acceptance Certificate:** ~~You agree that the terms and conditions contained in this Agreement represent the entire agreement between us and you, and supercede all prior written or oral communications, understandings or agreements. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three business days after any Equipment is installed.~~

15. **Counterparts; Facsimiles:** This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement identification numbers and/or dates in this Agreement. You agree that the facsimile of this Agreement manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Agreement containing your manual signature.

Accepted by IKON Office Solutions, Inc.:

Name	Authorized Signer	Title	Date
------	-------------------	-------	------

* Section 14 above is deleted and replaced in its entirety by the new Section 14 attached to this agreement.

Addendum to Ikon Rental Agreement

New Section 14

Section 14. Entire Agreement; Delivery & Acceptance Certificate.

You agree that the terms and conditions contained in this Agreement, ***together with the Sales Order/Services Order between you and us dated December __, 2011, the Master Maintenance and Sale Agreement between you and us dated December __, 2011 (the "Maintenance Agreement"), 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")***, represent the entire agreement between us and you and supersede all prior written or oral communications, understandings or agreements. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three business days after any Equipment is installed. ***Notwithstanding any provision in this Agreement to the contrary, in the event of any inconsistency between this Agreement and the Maintenance Agreement, on the one hand, and the RFP and the Service Guaranty, on the other hand, the RFP and the Service Guaranty shall prevail.***

Date _____

SALES ORDER / SERVICE ORDER

Master Sale Agreement Date

Master Maintenance Agreement Date

Master Maintenance and Sale Agreement Date

CUSTOMER INFORMATION

Legal Name			Contact		
Bill To Address			Install Address		
City	State	Zip	City	State	Zip

This is an Order made pursuant and subject to the terms and conditions of the above referenced Master Agreement(s) between Customer and IKON Office Solutions, Inc. The signature below indicates that the Customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms and conditions set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by an Authorized Manager of IKON Office Solutions, Inc.

PRODUCT DESCRIPTION

Check all that apply

Make / Model / Serial Number	Service Level	Connected

☐ Additional Product Description page(s) attached
☐ Professional Services fees included
☐ Fixed Service Charge
☐ Sales Tax Exempt (*Must attach valid Exemption Certificate)

Service Levels Gold: Includes all supplies and staples. Excludes paper. Silver: Includes all supplies. Excludes paper and staples. Bronze: Parts and labor only. Excludes paper, staples and supplies. PlusPak: Toner, parts and labor (See Exhibit A, Sec. 12). Excludes paper, staples and MA Kits.

EQUIPMENT CHARGES

Total Product Purchase Price
Excludes Tax

SERVICE CHARGES

For Gold, Silver and Bronze

Total Service Charges Per Base Billing Frequency	Minimum Term	Guaranteed Minimum Volume Per Base Billing Frequency	Cost of Additional Images
		B&W	B&W
Base Billing Frequency		Color	Color

Additional Provisions

CUSTOMER

Authorized Signature
Signature Printed Name
Title
Date

IKON OFFICE SOLUTIONS, INC.

Authorized Signature
Signature Printed Name
Title
Date



MASTER MAINTENANCE AND SALE AGREEMENT

CUSTOMER INFORMATION

Legal Name			
Bill To Address			
City		State	Zip Code

This Agreement sets forth the specific terms and conditions under which IKON agrees to sell the specific products identified on a Sales Order (defined below) entered into hereunder ("Products") and/or provide maintenance services for the specific items of equipment identified on a Service Order (defined below) entered into hereunder ("Services") to Customer from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Sales Order or Service Order placed and accepted prior to such termination.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from IKON hereunder, Customer will either (i) execute a Service Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "Service Order"). Each Service Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such order. IKON will not be responsible to provide services for equipment, for terms or locations not identified on the Service Order accepted by IKON.

(b) As part of its Services, IKON will repair or replace in accordance with the terms and conditions of this Agreement any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of IKON.

(c) The Services provided by IKON under a Service Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) repairs made necessary by service performed by persons other than IKON representatives; (iii) service calls or work which the Customer requests to be performed outside of regular IKON business hours (unless covered under an extended hour service contract) and Service calls or work which the Customer requests to be performed on IKON holidays; (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (v) consumable supplies such as paper or staples, unless expressly provided for in the Service Order; (vi) repairs and/or service calls resulting from attachments not purchased from IKON; (vii) any software, system support or related connectivity unless specified in writing by IKON; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; and (x) installation or de-installation and/or movement of the serviced equipment from one location to another unless specified in writing by IKON. Damage to serviced equipment or parts arising from causes beyond the control of IKON are not covered by this Agreement or any Service Order. IKON may terminate its Service obligations under this Agreement and/or any Service Order with respect to any item of serviced equipment that has been modified, damaged, altered or serviced by personnel other than those employed by IKON. Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Service Charges.

2. **Service Calls.** Service calls will be made during normal business hours at the installation address shown on the applicable Service Order. Service does not include coverage on IKON holidays. Travel and labor-time for the service calls after normal hours, on weekends and on holidays, if and when available and only in the event and to the extent that IKON agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. IKON representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer shall hold IKON and its employees and representatives harmless from and against damages to any unauthorized parts, components or accessories as well as any claims arising therefrom.



3. Reconditioning. Reconditioning and similar major overhauls may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Service Order. If IKON determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the serviced equipment in working condition, IKON will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under the applicable Service Order).

4. Term. Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

5. Service Charges. (a) Service charges ("Service Charges"), will be set forth on the Service Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent IKON has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the serviced equipment from the location indicated on the applicable Service Order may result in an increase of Service Charges or the termination of the applicable Service Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to this Agreement and/or any Service Order, excluding taxes on the income of IKON. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent IKON pays such costs, Customer shall immediately reimburse IKON.

(b) Service Charges are based on standard 8.5x11 images. IKON reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the contract. Unless otherwise expressly agreed to in writing, if the term of any Service Order exceeds 12 months, the Periodic Service Charges and the Cost of Additional Images may be increased by IKON up to 10% annually for each year beyond the initial 12-month period, and Customer expressly consents to such adjustment without additional notice.

6. Default. If Customer does not pay all Service Charges or other charges owing under this Agreement or any Service Order promptly when due, IKON may (i) refuse to further service the serviced equipment until such default is fully cured, or (ii) furnish Service on a C.O. D. "Per Call" basis at IKON's then-prevailing rates, at the time of Service. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of any Service Order or any renewal thereof. If Customer defaults in its obligations hereunder, IKON may, in addition to any other remedies available at law or equity, require Customer to immediately pay to IKON all past due payments under all Service Orders, and the early termination fee described in Section 10 below.

7. Use Of Recommended Supplies; Meter Readings. (a) If the Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the serviced equipment or cause abnormally frequent service calls or service problems, then IKON may, at its option, assess a surcharge or terminate the applicable Service Order with respect to such items of serviced equipment. If so terminated, Customer will be offered service on a "Per Call" basis at IKON's then-prevailing rates. It is not a condition of this Agreement that the Customer use only IKON-provided supplies.

(b) If IKON determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by IKON, Customer will pay reasonable charges for those excess supplies and/or IKON may refuse additional supply shipments. Customer agrees to provide IKON true and accurate meter readings monthly and in any reasonable manner requested by IKON, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, IKON reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that IKON may place automatic meter reading units on imaging devices, embedded or otherwise, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis, service calls and toner alerts. IKON agrees that such units will be used by IKON solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

8. Basic Connectivity Services. If any software, system support or related connectivity services are specifically set forth on a Service Order and accepted by IKON, IKON shall provide any such services at the Customer location set forth in the Services Order, as applicable, or on a remote basis. Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform such services. Customer acknowledges that IKON's performance of any such services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Service Order, as applicable. Unless connectivity services are specifically identified in the Service Order as part of the services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

9. Customer Obligations. Customer agrees to provide a proper place for the use of the serviced equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by IKON representatives in connection with the Service of the serviced equipment hereunder within a reasonable distance of the serviced equipment. Customer agrees to provide "360 degree" service access to the serviced equipment. Customer will provide a key operator for the serviced equipment and will make operators available for instruction in use and care of the serviced equipment. Unless otherwise agreed upon by IKON in writing or designated in the applicable Service Order, all supplies for use with the serviced equipment will be provided by the Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

10. Early Termination. Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not then in default and provides IKON at least thirty (30) days prior written notice. For each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee ("Termination Fee"): (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the "Monthly Service Charge" (as defined below) payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the Monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the Monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, the Termination Fee shall be equal to the lesser of 6 times the base Monthly Service Charge or the number of months remaining under the initial term of such Service Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service charge set forth in the applicable Service Order; or (ii) in the event the Service order does not contain a base monthly Service charge, the average monthly Service Order charges for the 6-month period prior to the date of Customer's termination. If such termination date occurs less than 6 months after the effective date of the Service Order, the Monthly Service charge will be equal to the average monthly Service order charges for the number of months the Service Order was in effect.

11. Insurance. At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following insurance coverages: (a) Each party shall maintain Workers' Compensation Insurance for all such party's employees, including coverage under the applicable State and Federal Laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar Workers' Compensation coverage. (b) Each party shall maintain Employer's Liability Insurance, typically coverage B of the Workers' Compensation policy, with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Each party shall maintain General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance.

The following terms shall apply to all Product sale transactions:

12. Order, Delivery and Acceptance. In order to purchase Products from IKON hereunder, Customer will either (i) execute a Sales Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "Sales Order"). Each Sales Order must identify the Products, the Product delivery location and the applicable Product charges for such order. IKON will not be obligated to sell or deliver Products for which such information is not provided in a Sales Order accepted by IKON. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by this Agreement when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Orders shall not be cancelable by the Customer following acceptance by IKON. IKON reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by IKON. IKON reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

13. Returns; Damaged Products. No Products may be returned without IKON's prior written consent. Only consumable goods invoiced within sixty days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to 30% of the purchase price. Merchandise returned without written authorization may not be accepted at the receiving dock and is the sole responsibility of the Customer. All non saleable merchandise (that has been opened or partially used) will be deducted from any credit due to the Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to IKON within five days after receipt of Products.

The following terms shall apply to the IKON PlusPak Program:

14. IKON PlusPak Program. For eligible equipment (as determined by IKON from time to time), Customer may elect to obtain Services by participating in the IKON PlusPak Program. To participate, Customer must purchase an IKON PlusPak for the desired item of equipment by executing either a Sales Order or a Service Order indicating a PlusPak purchase and the specific item of eligible equipment for which coverage is desired. Participation in the PlusPak Program shall commence following payment for the PlusPak and entitles Customer to receive (a) one (1) toner cartridge for the item of equipment covered by the PlusPak, and (b) Services for such item of equipment until PlusPak coverage terminates. Participation in the PlusPak program is voluntary and Customer may terminate PlusPak coverage at any time upon thirty (30) days prior written notice to IKON. PlusPak coverage shall terminate automatically upon the first to occur of (x) consumption of the PlusPak toner cartridge, (y) purchase by Customer of a non-PlusPak toner cartridge, or (z) three (3) years from the date of PlusPak purchase. By participating in the PlusPak Program, Customer acknowledges and agrees that IKON shall have no obligation to provide Service or refund PlusPak payments following termination of PlusPak coverage for any reason. In order to obtain Service following termination of coverage, Customer may purchase additional PlusPaks, or purchase Services on a time-and-materials basis at IKON's then-prevailing rates and in accordance with the terms and conditions of this Agreement. PlusPak purchase prices are non-refundable and are due and payable following delivery of PlusPak consumables. All of the terms and conditions of this Agreement shall apply to PlusPak transactions, excluding those set forth in Sections 4, 5b, 7b and 10b. In the event of a conflict between the terms and conditions of this Section and those set forth in any other Section of this Agreement, the terms and conditions of this Section shall control.

The following terms shall apply to all transactions:

15. Warranty. IKON agrees to perform its Services in a professional manner, consistent with applicable industry standards. IKON is not the manufacturer of any of the Products. However, in connection with any Product sale, IKON shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IKON DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IKON SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. IKON'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER ANY SALES ORDER OR SERVICE ORDER, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO IKON THEREUNDER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the supplier of the Software ("Software Supplier"). IKON has no right, title or interest in any Software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

16. Ricoh Desktop Printer Warranty. Any Services under this Agreement for Ricoh Desktop Printers (which may, in some circumstances, be identified by the designation "[DS]" on the Service Order) are provided exclusively under the terms of the One (1) Year Manufacturer's Warranty provided with such Ricoh Desktop Printers and are subject to the terms and conditions set forth therein.

17. Payment; Risk of Loss; Taxes. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay IKON a late charge of 1.5% per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay IKON all costs and expenses of collection, or in the enforcement of IKON's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by IKON to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of IKON.

18. Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of IKON. Any such attempted assignment or delegation shall be void. IKON shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond IKON's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of IKON's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations or other causes beyond IKON's control.

19. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. This Agreement constitutes the entire agreement between the parties and may not be amended except in writing signed by an officer or authorized representative of IKON. All Sales Orders and Service Orders shall be governed solely by the terms and conditions of this Agreement, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. PURCHASE ORDERS ISSUED BY CUSTOMER FOR PRODUCTS AND/OR SERVICES FROM IKON, EVEN IF THEY DO NOT EXPRESSLY REFERENCE OR INCORPORATE THIS AGREEMENT, SHALL BE SUBJECT TO THIS AGREEMENT AND SERVE ONLY TO IDENTIFY THE PRODUCTS AND/OR SERVICES ORDERED AND SHALL NOT BE DEEMED TO ALTER OR OTHERWISE MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. IKON may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement and any Sales Orders or Service Orders may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this agreement should be sent to: IKON Office Solutions, Inc., 3920 Arkwright Road Macon, GA 31210. Attention: IKON Quality Assurance Department

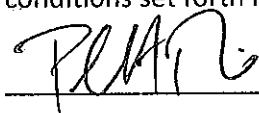
CUSTOMER		IKON OFFICE SOLUTIONS, INC.	
Authorized Signature		Authorized Signature	
Signature Printed Name		Signature Printed Name	
Title		Title	
Date		Date	

New Document

Memorandum of Understanding (MOU)
Between the Revere Board of Education and the Revere Education Association

It is hereby agreed that the acceptance of the mid-year retirement resignation of Kate Lutz on November 22, 2011, and her eligibility for the benefits established in Section 12.04 (A.) (B.)(2.) of the Master Agreement between the parties, is a non-precedent setting event.

The undersigned fully acknowledge the terms of this Memorandum of Understanding and represent that they have the complete and unconditional authority to bind their respective parties to the terms and conditions set forth herein.

 REA President Date 12/7/11

_____ Board Treasurer Date _____

New Document

Memorandum of Understanding ("MOU")
between the
Revere Local School District Board of Education ("Board")
and the
Revere Education Association ("REA")/OEA/NEA

This Memorandum of Understanding is entered into on the _____ day of December, 2011 by and between the Revere Local School District Board of Education ("Board") and the Revere Education Association ("Association") and shall expire July 31, 2012.

Whereas, the Board has been provided available funding through the Education Jobs Grants Funds (EJGF); and

Whereas, The parties agree that positions and work duties created through the EJGF are bargaining unit positions and work that would be and is represented by the Association; and

Whereas, the parties intend through this MOU to clarify the issue as it relates to the aforementioned concerns related to the Master Agreement;

Now therefore be it resolved:

For the 2011-12 school year only, the Board may create and fill positions in accordance with the Master Agreement, except that the provisions of Article 6. (6.01 E.), Article 5. (5.02) and Article 10. (10.05) shall not apply. At the conclusion of the 2011-12 school year, any positions created by the EJGF shall be non-renewed and require no further action by the Board of Education

In Witness Whereof, the parties have entered into this Memorandum of Understanding on the date first set forth above.

REVERE EDUCATION ASSOCIATION:

President

**REVERE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION:**

President

Superintendent

Treasurer

New Document

POLITICAL SUBDIVISION SCHOOL LAW HOTLINESM AGREEMENT

The Summit County Educational Service Center Governing Board ("Governing Board") is a proud member of the **Ohio Educational Service Center Association** ("OESCA") that is partnering with the law firm of **McGown & Markling Co., L.P.A.** ("Firm") to provide your political subdivision with additional services through the *School Law Hotline*SM on behalf of the Governing Board. The *School Law Hotline*SM is a program owned and operated by the Firm only.

The _____ ("Political Subdivision") and Firm enter into this Agreement for the provision of legal services as outlined below for the 2011-2012 school year (i.e., July 1, 2011, through June 30, 2012). This Agreement is at-will and may be terminated by either party at any time.

SCOPE OF ENGAGEMENT

- I. Eligible Political Subdivision: Every Political Subdivision that does not have a conflict with the Firm or any client of the Firm, as determined by the Firm, is eligible to participate in the *School Law Hotline*SM. For example, the Firm cannot represent the Political Subdivision with respect to any matter adversarial to the Governing Board and/or OESCA.

- II. Attorney-Client Relationship:
 - A. An attorney-client relationship exists on a matter-by-matter basis only with the applicable constraints set forth within the Ohio Rules of Professional Conduct. An attorney-client relationship between the Political Subdivision and Firm exists for those matters wherein the Firm actually provides legal services for the Political Subdivision. In other words, no attorney-client relationship exists if no legal services are provided in any matter. Moreover, the attorney-client relationship only exists with respect to those matters wherein legal services are actually provided to the Political Subdivision by the Firm.

 - B. The Governing Board and OESCA shall know the existence of this Agreement only. Neither the Governing Board nor OESCA shall ever be privy to any attorney-client privileged communication.

III. School Law Hotline Hours: On behalf of the Governing Board, the Firm shall serve as school law hotline counsel for the Political Subdivision.

A. The Firm shall provide the Political Subdivision with 10 complimentary hours of legal services for the 2011-2012 school year.

B. Any additional hours billed beyond the 10 complimentary hours referenced above, shall be billed at a blended hourly rate of \$225 for general school law work and \$195 for collective bargaining negotiations (property valuation matters will be negotiated at our flat fee rates or a blended hourly rate of \$150) – as compared to our regular hourly rates of \$275 to \$150 which may be billed to our non-*School Law Hotline*SM clients. These hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters.

C. Expenses

a. In addition to the above hourly rates, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Political Subdivision.

b. Travel Time

1) If the Firm believes that the presence of a Firm attorney at the Political Subdivision Office is required in order to provide legal services on a matter, the time traveled to and from the Political Subdivision Office shall not be billed to the Political Subdivision. Only travel expenses at IRS rates shall be billed.

- 2) If the Firm believes that the presence of a Firm attorney at the Political Subdivision Office is not required in order to provide legal services on a matter and the Political Subdivision nonetheless requests the attendance of an attorney, the time traveled to and from the Political Subdivision Office shall be billed to the Political Subdivision, as well as travel expenses at IRS rates.
- D. Hotline questions shall be directed to the Firm by the Superintendent/CEO, Treasurer/CFO, and/or designees only, thereby preserving the attorney-client relationship between the Firm and the Political Subdivision.
- H. **Nothing in this agreement limits the ability of the Political Subdivision to obtain legal services from additional law firms.**

THE _____:

By: _____
_____, President Date _____

By: _____
_____, Superintendent/CEO Date _____

By: _____
_____, Treasurer /CFO Date _____

Resolution No.: _____

McGOWN & MARKLING Co., L.P.A.:

By: *Matthew John Markling*
Matthew John Markling, Director

July 1, 2011
Date

McGOWN | MARKLING



MCGOWN & MARKLING CO. L.P.A.
WWW.SERVINGYOURSCHOOLS.COM

Sign up for our School Law Newsletter

Privacy by ☒ SafeSubscript
For Email Newsletters you can't

Our Law Firm

Our Practice

Our Team

Our Clients

Our Legal Fees

Our Hotline

Our Newsletters

Proposal Requests

Contact Us

SCHOOL LAW HOTLINESM

Welcome to the *School Law Hotline*SM!

The Ohio Educational Service Center Association ("OESCA") has a strategic partnership with the law firm McGown & Markling Co., L.P.A. to provide eligible OESCA members and other political subdivision additional services through the *School Law Hotline*SM.

*School Law Hotline*SM questions are to be directed to McGown & Markling Co., L.P.A. by superintendents/treasurers/CFOs, and/or designees only, thereby preserving the attorney-client relationship.

The *School Law Hotline*SM is an exclusive OESCA program which eligible participants can use by calling us at 1.877.OHEDLAW (643.3529). You may also use your legal hotline minutes electronically by completing the below.

Question for: School Law Hotline

Your name: _____

Your school district: _____

Your telephone number: _____

Your e-mail address: _____

Confirm e-mail address: _____

School Law Hotline Question: _____

Sending an e-mail will not establish an attorney/client relationship. Do not send confidential information to any lawyers without prior approval.

Some common questions and answers regarding the *School Law Hotline*SM are set forth below.

Q. Can my political subdivision both participate in the *School Law Hotline*SM and obtain legal services other programs and/or law firms.

A. Yes. Nothing in the *School Law Hotline*SM program prohibits your political subdivision from obtaining legal services from other programs and/or law firms. In fact, the Firm encourages your political subdivision to take advantage of as many legal tools available to you.

Q. How do I know whether my political subdivision is eligible to participate in the *School Law Hotline*SM?

A. To be eligible to participate in the *School Law Hotline*SM, a political subdivision simply cannot have any conflicts with the Firm or its clients, as determined by the Firm.

Q. How can my political subdivision participate in the *School Law Hotline*SM?

A. The *School Law Hotline*SM is offered exclusively through the OESCA. Eligible OESCA members may participate by executing the "ESC School Law Hotline Agreement," a copy of which can be found by clicking here. Once the ESC joins the *School Law Hotline*SM program, its eligible political subdivisions may

also participate by executing the "Political Subdivision School Law Hotline Agreement," a copy of which can be found by clicking [here](#).

Q. How many complimentary hours of legal services will my political subdivision receive for the 2011 school year?

A. On behalf of the OESCA, each eligible OESCA member will receive ten (10) complimentary hours of legal services for the 2011-2012 school year through the *School Law Hotline*SM. On behalf of each eligible OESCA member, we will also provide each eligible political subdivision within the eligible OESCA member's service area with 10 complimentary hours of legal services for the 2011-2012 school year.

Q. What is the blended hourly rate beyond educational institution's 10 complimentary hours of legal services?

A. Any additional hours billed beyond the 10 complimentary hours referenced above, will be billed at a blended hourly rate of \$225 for general school law work and \$195 for collective bargaining negotiations (property valuation matters will be negotiated at our flat fee rates or a blended hourly rate of \$150) - as compared to our regular hourly rates of \$275 to \$150 which may be billed to our non-School Law HotlineSM clients. These hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters.

Q. Is travel time billed under the School Law HotlineSM?

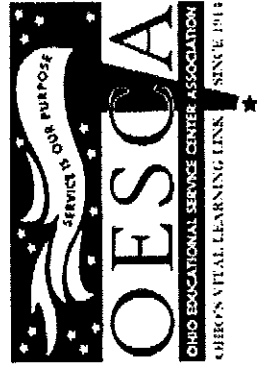
A. If the Firm believes that the presence of a Firm attorney at your office is required in order to provide legal services on a matter, the time traveled to and from your office **shall not** be billed to the educational institution through the *School Law Hotline*SM. Only travel expenses at IRS rates shall be billed.

If the Firm believes that the presence of a Firm attorney at your office is **not** required in order to provide legal services on a matter and you nonetheless request the attendance of an attorney, the time traveled to and from your office **shall** be billed to the educational institution, as well as travel expenses at IRS rates, through the *School Law Hotline*SM.

Additional questions and answers are contained within the following *School Law Hotline*SM agreements and, of course, please feel free to contact us directly to answer any questions that you may have:

[ESC School Law Hotline Agreement](#)

Political Subdivision School Law Hotline Agreement



The *School Law Hotline*SM is a registered service mark held by the law firm of McGown & Markling Co., L.P.A.