

REVERE LOCAL SCHOOL DISTRICT
Summit County, Ohio

March 15, 2011

Regular March Board of Education Meeting
6:30 p.m. / Library - Revere High School

I. CALL TO ORDER -- Bill 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
Bath Elementary Students: Math Olympics / Mrs. Coen

V. PUBLIC SPEAKS TO AGENDA ITEMS

VI. BUILDING PRINCIPALS' REPORTS

VII. TREASURER'S REPORT, Mr. David Forrest

A. Approval of Minutes

The Treasurer recommends approval of the minutes of the Special Meeting held February 8, 2011 and the Regular Meeting held February 15, 2011 as 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 February 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. Sale of Richfield School -- Resolution

The Treasurer recommends that the Superintendent and Treasurer be authorized to execute any and all documents necessary to complete the sale of the Richfield property per details in **Attachment T-5**.

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

F. Race to the Top (RttT) and the Education Jobs Fund/Grant

The Treasurer recommends that the Board of Education approve participation in the Federally funded Race to the Top Grant (Fund # 506) and the Federally funded Education Jobs Fund (Fund # 504) and that appropriations be established at fund level.

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

G. Suburban Transportation Agreement -- 2010/2011 School Year

It is recommended that the Board of Education approve the agreement with Suburban Transportation as detailed in **Attachment T-6**.

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

H. NEOnet Agreements (3)

The Treasurer recommends that the Board of Education approve the following three agreements for communication services as noted:

IP Telephony Services
Exchange (Email) Hosting
Voice Mail

Attachment T-7
Attachment T-8
Attachment T-9

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

I. Transfer of Funds – Athletics

The Treasurer recommends that \$50,000.00 be transferred from the General Fund and \$25,000.00 be advanced from the General Fund (001/0000) to the Athletic Fund (330/920A).

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

VIII. BOARD MEMBERS' REPORTS

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

IX. SUPERINTENDENT'S REPORT

Personnel – Certificated/Licensed

A. Leave of Absence (LOA) – Certificated/Licensed Employees

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

Heather Tilson / RMS L. Arts, Foreign Lang. On or about May 17, 2011 for the remainder of the 10/11 school yr

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

B. Long Term Substitutes / LOA

It is recommended that the Board of Education approve the following long term substitute:

Jennifer Mullet for Heather Tilson on or about May 17, 2011 for the remainder of the 2010/2011 school year

Steven Vranic for Nichole Bruce on or about April 12, 2011 for the remainder of the 2010/2011 school year

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

C. Supplemental Contracts Certificated/Licensed Staff – 2010/2011 School Year

It is recommended that the Board of Education approve the following with compensation as noted:

Men's Lacrosse

Head Coach – Ryan Fletcher (.12 rate) – predicated upon resignation of current coach /Personnel Classified

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

D. Staff Development Stipend – 2010/2011 School Year

It is recommended that the Board of Education approve Lauri Stover for a staff development stipend not to exceed \$1,440.00, payable out of Title IIA funds, to provide 22 hours of instruction, 11 hours of preparation/planning and 3 hours of grading.

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

E. Reduction in Force 2011/2012 School Year– Continuing Contract Staff

It is recommended that the Board of Education approve a reduction in force (RIF) for a staff member currently employed on a Continuing Contract as detailed in **Attachment 1**.

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

F. Reduction in Force 2011/2012 School Year – Limited Contract Staff

It is recommended that the Board of Education approve a reduction in force (RIF) for staff members currently employed on Limited Contracts as detailed in **Attachment 2**.

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

G. Administrative Employment Contracts

It is recommended that the Board of Education approve 2-year contracts (8/1/2011 – 7/31/2013) for the following administrators:

Bill Adams / RHS Principal
Kathy Bearer / Assistant Superintendent
John Evans / RHS Assistant Principal
Katie Kowza / HES Principal
Ryan Lekan / Information and Technology Specialist
Bill Schumacher / Athletic Director

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

Personnel – Classified

A. Supplemental Contract Classified – Resignation

It is recommended that the Board of Education approve the resignation of Doug Stalter as the Head Coach, Men's Lacrosse, per Attachment 3.

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

B. Supplemental Contracts Classified – 2010/2011 School Year

It is recommended that the Board of Education approve the following with compensation per the negotiated agreement or as noted:

Men's Lacrosse

Assistant Coach – Stephen Vari (.09 rate)
VOLUNTEER Coach – Doug Stalter
VOLUNTEER Coach – Bob Heubeck

Women's Lacrosse

Assistant Coach – Christina Michalos (.09 rate)

Softball

VOLUNTEER Coach – Candace Andrei

Men's Track

VOLUNTEER Coach – Josh Holahan

Men's Tennis

VOLUNTEER Coach – Chris Harris

Dance Team

Head Coach-Amanda Martin

Assistant Coach – Maggie Baraona

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

C. Supplemental Contract Classified – Athletics – 2011/2012 School Year

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

Women's Soccer

David Howson

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

D. Substitute Bus Driver – 2010/2011 School Year

It is recommended that the Board of Education approve Leeanne Liccardi as a substitute bus driver effective on or after 3/11/2011.

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

X. REPORTS FROM CENTRAL OFFICE TEAM

- A.** Assistant Superintendent
- B.** Director of Student Services
- C.** Coordinator of Business Services

XI. INFORMATIONAL ITEMS

- A.** There will be a BOE Work Session on March 25, 2011 at 7:30 a.m. in the Board Room of the Administration Building.
- A.** There will be a BOE Work Session on April 12, 2011 at 6:00 p.m. in the Board Room of the Administration Building.
- B.** There will be a Regular BOE Meeting on April 19, 2011 at 6:30 p.m. in the Library of Revere High School.

XII. CONCERNS OF THE PUBLIC AND COMMUNITY ANNOUNCEMENTS

XIII. EXECUTIVE SESSION

- A.** Personnel: To consider the employment or compensation of employees and to prepare for negotiations/bargaining sessions.

XIV. ADJOURNMENT

Respectfully Submitted,


Randy S. Boroff
Superintendent

New Document

Revere Board of Education
Library, Revere Middle School
6:00 P.M.

Special Meeting
February 8, 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, Absent (but on Skype)
George Seifert, Absent

READING OF NOTICE OF SPECIAL MEETING

No action taken

Mr. Seifert arrived at 6:07 P.M.

EXECUTIVE SESSION

Res. 11-101686 Moved by Mr. Forcina, seconded by Mr. Bonacci to go into Executive Session at 7:35 P.M. to consider the employee compensation, negotiations and to consider the sale of property.

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

REGULAR SESSION

Res. 11-101687 Moved by Mr. Seifert, seconded by Mr. Forcina to come out of Executive Session and return to Regular Session at 8:55 P.M.

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

ADJOURNMENT

Res. 11-101688 Moved by Mr. Forcina, seconded by Mr. Bonacci to adjourn the meeting at 8:56 P.M.

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

Signed _____
President

Attest _____
Treasurer

Date Approved

Revere Board of Education

Library-Revere High School
6:30 P.M.

Regular Meeting
February 15, 2011

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

Roll Call:

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

Claudia Hower, Absent
George Seifert, Present

PLEDGE OF ALLEGIANCE**STUDENT PRESENTATION/STUDENT ACHIEVEMENT**

- Mrs. Rena Baker's class presenting Poetry

PUBLIC SPEAKS TO AGENDA ITEMS

No action taken

BUILDING PRINCIPAL'S REPORTS

No action taken

TREASURER'S REPORTApproval of Minutes

- Res. 11-101689 Moved by Mr. Forcina, seconded by Mr. Seifert to approve the minutes of the Organizational Meeting held January 11, 2011 and the Special Meetings held January 11, 2011 and January 25, 2011, and the Regular Meeting held January 18, 2011 as detailed in Attachment T-1.

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

Approval of Financial Report

- Res. 11-101690 Moved by Mr. Seifert, seconded by Mr. Forcina to approve the Financial Report for the month of January as found in Attachment T-2.

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

Donations

- Res. 11-101691 Moved by Mr. Forcina, seconded by Mr. Seifert to approve, with appreciation, the donations listed in Attachment T-3.

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

Appropriation Adjustments

- Res. 11-101692 Moved by Mr. Forcina, seconded by Mr. Seifert to approve the appropriation adjustments listed in the attached schedule, be it further resolved that the legal level of control be approved at the fund level. See Attachment T-4.

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

Inventory Deletion-WithdrawnPurchase Orders

- Res. 11-101693 Moved by Mr. Forcina, seconded by Mr. Seifert 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
1101899	1/17/11	Ohio School Board Assoc	\$7,548.00	Central Office
1101626	12/1/10	Summit County ESC	\$6,111.64	Central Office

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

Bus Bids via Oho Schools Council

- Res. 11-101694 Moved by Mr. Seifert, seconded by Mr. Forcina to participate in and authorize Ohio Schools council to advertise and receive bids on behalf of the Board of Education for a fee of \$325.00

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

GAAP Accounting Services

- Res. 11-101695 Moved by Mr. Forcina, seconded by Mr. Seifert to approve entering into a contract for the preparation of GAAP financial statements for fiscal year 2011 with REA and Associates, Inc. in an estimated amount of \$8,800.00

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

Tax Complaints

- Res. 11-101696 Moved by Mr. Seifert, seconded by Mr. Forcina to approve employing McGown, Markling and Whalen to investigate and file both original tax complaints and counter tax complaints as proactive steps in defending the District's tax base. Be it further resolved that no filing shall be submitted until the Board of Education has reviewed the individual cases.

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

Pupil Transportation-Suburban School Transportation Company (SSTC)

- Res. 11-101697 Moved by Mr. Forcina, seconded by Mr. Seifert to approve the agreement with SSTC to provide student transportation as needed for the 2010/2011 school year per Attachment T-6.

Moved by Mr. Forcina, seconded by Mr. Seifert to table the above motion for a later date.

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

Renewal Levy Withdrawn from the May 2011 Ballot

- Res. 11-101698 Moved by Mr. Seifert, seconded by Mr. Forcina to authorize withdrawing the renewal levy of May 3, 2011 based upon certification of the passage of the February 8, 2011 renewal levy.

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

Advance of Funds

- Res. 11-101699 Moved by Mr. Forcina, seconded by Mr. Seifert to approve the advancement of funds from the General Fund 001 to the Food Service Fund 006 in the amount of \$200,000.00.

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

Discussion Items-No Action

- Senate Bill 5
- Healthy Life Screenings
- Appreciation for support of Levy

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 (LOA)-Certificated/Licensed Employees

- Res. 11-101700 Moved by Mr. Seifert, seconded by Mr. Forcina to approve the following maternity LOA's:

Nichole Bruce/RHS Math Teacher	On or about April 12, 2011 for the remainder of the 2010/2011 school year
Megan Cronick/HES Grade 3 Teacher	On or about May 13, 2011 for the remainder of the 2010/2011 school year
Jennifer Exten/RHS Science Teacher	On or about April 23, 2011 for the remainder of the 2010/2011 school year
Deidre Hichens/HES Grade 3 Teacher	On or about April 7, 2011 for the remainder of the 2010/2011 school year

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

Long Term Substitutes/LOA

- Res. 11-101701 Moved by Mr. Forcina, seconded Mr. Seifert to approve the following long term substitutes:

Alison Blake for Megan Cronick as noted in above item
 Lori Hutchings for Deidre Hichens as noted in above item

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

Salary Increases 2010/2011 School Year-Additional Training

- Res. 11-101702 Moved by Mr. Seifert, seconded by Mr. Forcina to approve the following salary placements due to additional training, dollar amount prorated to the start of the second semester:

Virginia Habig/Grade 2 HBS	MA, Step 6	(6 years of service)	\$58,603.00
Lisa Hurley/Grade 6 RMS	MA, Step 4	(4 years of service)	\$53,790.00
Dan Mosher/Math RHS	MA, Step 3	(3 years of service)	\$51,383.00

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

Personnel-Classified

Supplemental Contracts-2010/2011 School Year

- Res. 11-101703 Moved by Mr. Forcina, seconded by Mr. Seifert to approve the following with compensation per the negotiated agreement:

Game Workers
 Laura Bell

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

Resignation for Retirement-Classified Personnel

- Res. 11-101704 Moved by Mr. Seifert, seconded by Mr. Forcina to approve the resignation for retirement of Mark Warner/Head Custodian RMS effective December 31, 2011 as detailed in Attachment 1.

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

Classified New Hire

- Res. 11-101705 Moved by Mr. Seifert, seconded by Mr. Forcina to approve John Zaharopoulos as a 1.5 hour bus driver for CVCC, effective January 3, 2011 at Step 0.

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

Student Services

Student Health Services Agreement 2011/2012 School Year

- Res. 11-101706 Moved by Mr. Seifert, seconded by Mr. Forcina to approve the agreement with the Summit county Board of Health to provide school health services to the district for the 2011/2012 school year as defined in Attachment 2.

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

Revised Job Description

Res. 11-101707 Moved by Mr. Forcina, seconded by Mr. Seifert to approve the revised job descriptions noted below:

Head Custodian

Attachment 3

Custodian

Attachment 4

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

REPORTS FROM CENTRAL OFFICE TEAM

Assistant Superintendent
Director of Student Services
Coordinator of Business Services

No action taken

INFORMATIONAL ITEMS

- A. There will be a BOE Work Session on March 8, 2011 at 6:00 P.M. in the Board Room of the Administration Building.
- B. There will be a Regular BOE Meeting on March 15, 2011 at 6:30 P.M. in the Library of Revere High School.

CONCERNS OF THE PUBLIC AND COMMUNITY
ANNOUNCEMENTS –No action taken

EXECUTIVE SESSION

Res. 11-101708 Moved by Mr. Forcina, seconded by Mr. Seifert to go into Executive Session at 7:27 P.M. to consider the discipline and dismissal of employees and to consider the sale of property.

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

REGULAR SESSION

Res. 11-101709 Moved by Mr. Forcina, seconded by Mr. Seifert to come out of Executive Session and return to Regular Session at 8:38 P.M.

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

ADJOURNMENT

Res. 11-101710 Moved by Mr. Seifert, seconded by Mr. Forcina to adjourn the meeting at 8:42 P.M.

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

Signed _____
President

Attest _____
Treasurer

Date Approved

New Document

FEBRUARY 28, 2011

Financial Report



Revere Local School District

David R. Forrest
Treasurer

FINANCIAL REPORTS - Index

For Month of February 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 2011
February 2011 Month End Report
Cash Reconciliation Report

Total Fund Balance

\$19,621,486.47

Gross Depository Bank Balances:

1) First Merit Business Checking Account	\$2,204,891.33
2) First Merit Payroll Account	\$0.00

Investments

First Merit Sweep Account	\$5,995,000.00
A.P.Y. 0.150%	
Star Bank at 0.11%	\$103.80
Charter One Bank/Citizens	\$3,007,199.73
TriState Capital Bank	\$1,024,020.01
CD -Tri State Capital matures 6/23/11	\$2,005,972.62
CD-Tri State Capital - matures 6/23/11	\$1,000,000.00
Citigroup Global - matures 3/3/11 3.127%	\$261,027.00
Morgan Stanley Citibank-matures 3/10/11 .402%	\$996,017.08
Citigroup Global-matures 4/15/11	\$1,500,021.67
Morgan Stanley Citibank-matures 6/28/11 .612%	\$999,872.22
Citigroup Global-matures 9/30/11 .741%	\$1,008,462.40
	<u>Total \$11,802,696.53</u>

Cash in Transit to Depository

Petty Cash Balances:

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

Change Funds \$100.00

Total \$20,003,387.86

Outstanding Checks (\$274,680.64)

Adjustments

Adjustments	<u>(\$107,220.75)</u>	
		(\$107,220.75)

Adjusted Total

\$19,621,486.47

Date: 03/02/2011
Time: 3:17 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - FEBRUARY 28, 2011

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(FINSUM)

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MYD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
001 0000 GENERAL FUND							
14,126,891.27	6,307,333.48	22,020,117.95	2,377,141.46	20,878,422.55	15,268,586.67	1,873,422.30	13,395,164.37
002 0000 BOND RETIREMENT							
598,221.67	335,000.00	1,061,648.23	0.00	1,236,909.10	422,960.80	0.00	422,960.80
003 0000 PERMANENT IMPROVEMENT FUND							
1,702,734.19	325,000.00	1,084,585.71	1,798.00	225,345.72	2,561,974.18	15,385.00	2,546,589.18
004 0000 BUILDING FUND							
5,319.52	3.21	28.05	0.00	0.00	5,347.57	0.00	5,347.57
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							
12,684.84	275,058.92	708,559.37	77,350.71	567,544.21	153,700.00	27,591.39	126,108.61
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							
5,825.39	0.00	0.00	0.00	1,000.00	4,825.39	0.00	4,825.39
007 9310 PAPPANO MEMORIAL SCHOLARSHIP FUND							
500.00	0.00	500.00	0.00	750.00	250.00	0.00	250.00
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							
1,500.00	0.00	0.00	0.00	750.00	750.00	0.00	750.00
007 9375 SOCCER SCHOLARSHIPS							
0.00	0.00	1,000.00	0.00	1,000.00	0.00	0.00	0.00
007 9376 HENRIETTA M. KNIGHT SCHOLARSHIP							
1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
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

Date: 03/02/2011
Time: 3:17 pm

REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - FEBRUARY 28, 2011

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(FINSUM)

Fund #	Fund Description	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance	Code
Begin Balance	MTD Receipts							
007 9382	MICHAEL LUKITY MEMORIAL FUND	0.00	0.00	0.00	782.02	0.00	782.02	
	782.02	0.00						
007 9383	TOTTEN TEAM SCHOLARSHIP	0.00	0.00	1,000.00	0.00	0.00	0.00	
	1,000.00							
007 9385	DISTINGUISHED EDUCATORS SCHOLARSHIP	0.00	0.00	0.00	75.00	0.00	75.00	
	75.00							
007 9386	FUSSY CLEANERS STUDENT SCHOLARSHIP FUND	0.00	0.00	0.00	9.38	0.00	9.38	
	9.38							
007 9387	BANAS CHERLEADING SCHOLARSHIP	0.00	0.00	500.00	0.00	0.00	0.00	
	500.00							
007 9388	Teacher Excellence Award	2,000.00	0.00	0.00	4,500.00	0.00	4,500.00	
	2,500.00							
007 9389	The Christenson Foundation Robert Gilbert II	0.00	0.00	3,000.00	0.00	0.00	0.00	
	3,000.00							
007 9390	WALKER FINE ARTS SCHOLARSHIP	8,000.00	0.00	6,000.00	2,000.00	0.00	2,000.00	
	0.00							
008 9360	MYRON WINDER SCHOLARSHIP	17.08	0.00	0.00	17,103.70	0.00	17,103.70	
	17,086.62	1.95						
009 9100	UNIFORM SCHOOL SUPPLIES - BATH SCHOOL	15,342.50	0.00	1,157.91	24,611.27	0.00	24,611.27	
	10,426.68	340.00						
009 9200	UNIFORM SCHOOL SUPPLIES - HILLCREST SCHOOL	26,660.00	0.00	17,043.41	17,862.76	0.00	17,862.76	
	8,246.17	560.00						
009 9400	UNIFORM SCHOOL SUPPLIES - MIDDLE SCHOOL	28,970.75	451.08	21,270.31	14,455.73	1,256.24	13,199.49	
	6,755.29	228.50						
009 9500	UNIFORM SCHOOL SUPPLIES - HIGH SCHOOL	83,245.50	5,466.03	53,961.71	31,207.06	9,565.77	21,641.29	
	1,923.27	427.50						
012 0000	ADULT EDUCATION	0.00	0.00	0.00	973.25	0.00	973.25	
	973.25							
014 0000	SPECIAL ROTARY FUND	0.00	0.00	0.00	6,112.12	0.00	6,112.12	
	6,112.12							
018 9100	PUBLIC SCHOOL SUPPORT - BATH SCHOOL	42,621.24	107.70	38,818.21	9,464.58	313.00	9,151.58	
	5,661.55	503.03						

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REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - FEBRUARY 28, 2011

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Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	NTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
018 9200	PUBLIC SCHOOL SUPPORT - HILLCREST SCHOOL						
14,696.56	3,071.16-	12,437.60	1,716.78	10,199.99	16,934.17	5,041.91	11,892.26
018 9400	PUBLIC SCHOOL SUPPORT - MIDDLE SCHOOL						
15,455.96	10,847.68	20,109.74	185.45	1,594.83	33,970.87	1,278.66	32,692.21
018 9500	PUBLIC SCHOOL SUPPORT - HIGH SCHOOL						
6,409.37	3,920.33	8,726.75	2,144.34	9,414.37	5,721.75	1,204.30	4,517.45
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						
58,792.12	550.00	10,400.00	164.00	164.00	69,028.12	0.00	69,028.12
022 0000	DISTRICT AGENCY FUND - UNCLAIMED MONEY						
1,558.56	0.00	592.76	0.00	0.00	2,151.32	0.00	2,151.32
024 0000	EMPLOYEE BENEFITS, SELF-INSURANCE						
1,796,483.76	288,653.00	2,335,056.19	296,141.08	3,317,018.56	814,521.39	43,883.32	770,638.07
024 9000	FLEXIBLE SPENDING PLAN						
23,756.07	7,482.68	51,288.34	4,239.64	56,990.56	18,053.85	43,009.44	24,955.59-
200 9208	CLASS OF 2008						
1,250.00	0.00	0.00	0.00	0.00	1,250.00	1,250.00	0.00
200 9209	CLASS OF 2009						
1,185.33	0.00	0.00	0.00	0.00	1,185.33	1,185.33	0.00
200 9210	CLASS OF 2010						
3,389.30	0.00	360.00	3,249.30	3,249.30	500.00	500.00	0.00
200 9211	CLASS OF 2011						
1,196.78	1,900.05	7,669.00	0.00	0.00	8,865.78	2,355.00	6,510.78
200 9212	CLASS OF 2012						
1,278.98	0.00	1,084.51	0.00	49.05-	2,412.54	0.00	2,412.54

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REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - FEBRUARY 28, 2011

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Fund #	Fund Description		FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code	
200 9213	CLASS OF 2013							
716.90	166.50	475.00	0.00	49.05	1,142.85	0.00	1,142.85	
200 9214	CLASS OF 2014							
500.00	0.00	1,158.25	0.00	0.00	1,658.25	533.52	1,124.73	
200 9317	NATIONAL HONOR SOCIETY							
2,634.41	1,588.00	4,660.00	240.00	3,940.00	3,354.41	0.00	3,354.41	
200 9318	LANTERN							
1,319.36	0.00	0.00	0.00	20.02	1,299.34	0.00	1,299.34	
200 9320	MIDDLE SCHOOL STUDENT COUNCIL							
2,428.64	0.00	4,767.09	118.18	4,721.82	2,473.91	1,345.49	1,128.42	
200 9321	HIGH SCHOOL STUDENT COUNCIL							
8,969.95	0.00	10,029.00	2,200.00	12,758.08	6,240.87	1,163.85	5,077.02	
200 9322	REVERE PLAYERS							
38,145.83	0.00	9,009.00	282.83	11,054.01	36,100.82	8,717.17	27,383.65	
200 9323	YEARBOOK							
15,869.09	0.00	1,060.00	164.03	173.59	16,755.50	20.00	16,735.50	
200 9350	INSTRUMENTAL MUSIC							
289.10	0.00	0.00	0.00	0.00	289.10	0.00	289.10	
200 9365	ART CLUB							
1,270.63	0.00	195.00	0.00	143.44	1,322.19	0.00	1,322.19	
200 9370	NATIONAL ART HONOR SOCIETY							
8.08	0.00	240.00	0.00	0.00	248.08	0.00	248.08	
200 9375	CHESS CLUB							
310.32	0.00	210.00	313.45	313.45	206.87	0.00	206.87	
200 9380	KEY CLUB							
3,366.27	0.00	1,252.00	0.00	1,282.09	3,336.18	0.00	3,336.18	
200 9390	INTERNATIONAL CLUB							
2,053.25	0.00	0.00	0.00	319.45	1,733.80	44.53	1,689.27	
200 9395	PROJECT LOVE							
216.21	603.50	833.00	603.50	603.50	445.71	229.50	216.21	
200 9400	MARKETING EDUCATION							
2.58	0.00	0.00	0.00	0.00	2.58	0.00	2.58	

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REVERE LSD - 050054
Financial Report by Fund/SCC
REVERE LOCAL - FEBRUARY 28, 2011

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Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
300 0000	NON-STUDENT MANAGEMENT FUND						
120.00	0.00	0.00	0.00	0.00	120.00	0.00	120.00
300 920A	ATHLETICS - #300 NON-STUDENT MANAGEMENT FUND						
14,746.81	10,095.00	116,895.71	14,726.25	128,407.05	3,235.47	36,210.57	32,975.10-
300 9230	CHORAL						
626.65	0.00	0.00	0.00	400.00	226.65	0.00	226.65
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.						
153.61	0.00	40.00	0.00	0.00	193.61	0.00	193.61
401 9210	AUX. SERVICES-OLD TRAIL						
33,400.08	0.00	26,610.36	0.00	38,166.04	21,844.40	7,908.25	13,936.15
401 9211	AUX. SERVICES-OLD TRAIL						
0.00	4.17	140,737.71	9,624.47	130,895.72	9,841.99	57,202.07	47,360.08-
432 9211	MANAGEMENT INFO. SYSTEM - EMIS						
0.00	0.00	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00
451 9211	OHIO K-12 NETWORK						
0.00	0.00	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00
516 9210	IDEA SPECIAL EDUCATION - PART B						
29,409.64	0.00	33,795.28	0.00	63,204.92	0.00	0.00	0.00
516 9211	IDEA SPECIAL EDUCATION - PART B						
0.00	44,880.69	419,221.01	52,006.29	431,227.30	12,006.29-	17,717.85	29,724.14-
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

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REVERE LSD - 050054
Financial Report by Fund/SOC
REVERE LOCAL - FEBRUARY 28, 2011

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Fund #	Fund Description	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
Begin Balance	MTD Receipts						
516 9310	SPECIAL EDUCATION PART B - PARENT MENTOR						
200.10	0.00	0.00	0.00	88.66	111.44	0.00	111.44
516 9311	SPECIAL EDUCATION PART B - PARENT MENTOR						
0.00	0.00	13,618.01	2,764.25	18,027.24	4,409.23-	6,972.76	11,381.99-
516 9320	ARRA - Part B IDEA						
0.00	46,469.00	176,442.20	30,584.88	209,251.08	32,808.88-	5,428.44	38,237.32-
532 9320	State Fiscal Stabilization Funds (SPSF)year 2						
0.00	13,139.35	105,900.23	7,208.76	99,969.64	5,930.59	0.00	5,930.59
533 9210	TITLE IID - TECH						
242.73	0.00	242.73-	0.00	0.00	0.00	0.00	0.00
533 9211	TITLE IID - TECH						
0.00	0.00	1,236.23	290.56-	1,236.23	0.00	0.00	0.00
551 9211	TITLE III - LEP						
0.00	8,084.00	8,084.00	2,494.00	8,084.00	0.00	0.00	0.00
551 9311	TITLE III - IMMIGRANT						
0.00	0.00	0.00	0.00	0.00	0.00	2,100.00	2,100.00-
572 9202	TITLE I - FY02						
1,459.42	0.00	0.00	0.00	0.00	1,459.42	0.00	1,459.42
572 9210	TITLE I- TARGETED ASSISTANCE						
6,698.46	0.00	4,876.90	0.00	11,575.36	0.00	0.00	0.00
572 9211	TITLE I- TARGETED ASSISTANCE						
0.00	13,122.93	59,929.89	8,748.62	59,678.51	251.38	0.00	251.38
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 9210	TITLE II-A IMPROVING TEACHER QUALITY						
1,358.78	0.00	7,927.03	0.00	9,285.81	0.00	0.00	0.00
590 9211	TITLE II-A IMPROVING TEACHER QUALITY						
0.00	0.00	22,490.69	3,564.62	25,932.24	3,441.55-	0.00	3,441.55-
GRAND TOTALS:							
18,635,878.33	7,692,892.31	28,709,472.13	2,905,509.14	27,723,863.99	19,621,486.47	2,172,835.66	17,448,650.81

FORM SM-2

DATE: 03/02/2011
TIME: 15:33:47

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

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SCHOOL DISTRICT: REVERE LSD - 050054

IRN # 050054 COUNTY: Summit
REVERE LOCAL - February 28, 2011

FISCAL YEAR: 2011 MONTH: 02

	MONTHLY ESTIMATE	MONTHLY ACTUAL	MONTHLY DIFFERENCE	FISCAL YTD ESTIMATE	FISCAL YTD ACTUAL	FISCAL YTD DIFFERENCE
REVENUES						
01.010 General Property (Real Estate)	3,000,000	6,125,000	3,125,000	14,122,913	17,247,913	3,125,000
01.020 Tangible Personal Property Tax	0	0	0	90,691	67,144	23,547-
01.030 Income Tax	0	0	0	0	0	0
01.035 Unrestricted Grants-in-Aid	140,000	175,312	35,312	1,373,457	1,436,502	63,045
01.040 Restricted Grants-in-Aid	0	0	0	7,000	0	7,000-
01.045 Restricted Grants-in-Aid - SFSP	13,000	13,139	139	105,200	105,900	700
01.050 Property Tax Allocation	0	0	0	2,472,036	2,924,734	452,698
01.060 All Other Operating Revenue	60,000	7,021	52,979-	378,469	305,791	72,678-
01.070 Total Revenue	3,213,000	6,320,472	3,107,472	18,549,766	22,087,984	3,538,218
OTHER FINANCING SOURCES						
02.010 Proceeds from Sale of Notes	0	0	0	0	0	0
02.020 State Emergency Loans & Advancements (Approved)	0	0	0	0	0	0
02.040 Operating Transfers-In	0	0	0	0	0	0
02.050 Advances-In	0	0	0	0	0	0
02.060 All Other Financing Sources	0	0	0	38,034	38,034	0
02.070 Total Other Financing Sources	0	0	0	38,034	38,034	0
02.080 Total Revenues and Other Financing Sources	3,213,000	6,320,472	3,107,472	18,587,800	22,126,018	3,538,218
EXPENDITURES						
03.010 Personal Services	1,470,000	1,388,479	81,521-	13,136,917	13,061,378	75,539-
03.020 Employees' Retirement/Insurance Benefits	500,000	516,290	16,290	4,258,326	4,307,821	49,495
03.030 Purchased Services	275,000	199,317	75,683-	3,085,901	2,338,271	747,630-
03.040 Supplies and Materials	100,000	67,282	32,718-	882,838	595,379	287,459-
03.050 Capital Outlay	50,000	5,706	44,294-	575,412	212,006	363,406-
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	80,000	7,277	72,723-	590,029	263,540	326,489-
04.500 Total Expenditures	2,475,000	2,184,351	290,649-	22,529,423	20,778,395	1,751,028-
OTHER FINANCING USES						
05.010 Operating Transfers - Out	0	0	0	65,000	0	65,000-
05.020 Advances - Out	0	200,000	200,000	0	200,000	200,000
05.030 All Other Financing Uses	0	0	0	0	0	0
05.040 Total Other Financing Uses	0	200,000	200,000	65,000	200,000	135,000
05.050 Total Expenditure and Other Financing Uses	2,475,000	2,384,351	90,649-	22,594,423	20,978,395	1,616,028-
06.010 Excess Rev & Oth Financing Sources over(under) Exp &	738,000	3,936,121	3,198,121	4,006,623-	1,147,623	5,154,246
07.010 Beginning Cash Balance	9,382,268	11,338,393	1,956,125	14,126,891	14,126,891	0
07.020 Ending Cash Balance	10,120,268	15,274,514	5,154,246	10,120,268	15,274,514	5,154,246
08.010 Outstanding Encumbrances	750,000	1,873,422	1,123,422	750,000	1,873,422	1,123,422

2010-11 REVERE LOCAL SCHOOL DISTRICT PERMANENT IMPROVEMENT - FUND #003 Monthly Cash Flow Spending Plan Report									
INCOME	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTALS
BEGINNING BALANCE	\$1,702,734.19	\$2,141,305.19	\$2,040,750.04	\$2,159,305.94	\$2,155,153.03	\$2,202,494.93	\$2,191,272.93	\$2,238,772.18	
Real Estate Taxes	\$460,000.00		\$121,248.23					\$325,000.00	\$906,248.23
General Property - Public Utilities									\$0.00
Tangible Personal Property					\$2,167.92				\$2,167.92
Other Local Taxes - Trailer Tax		\$451.13							\$451.13
Donations to Turf Initiative			\$50,000.00				\$50,000.00		\$100,000.00
Rollback and Homestead-Manufactured									\$0.00
Rollback and Homestead				\$101.23	\$75,162.23				\$75,263.46
Manufactured Home - Exemption				\$274.86					\$274.86
Tangible Personal Property Tax Loss									\$0.00
Electric Deregulation Property Tax Rep									\$0.00
Property Tax Replacement									\$0.00
Cuyahoga Val. Nat'l Park In-Lieu-Of		\$180.11							\$180.11
TOTAL RECEIPTS	\$460,000.00	\$631.24	\$171,248.23	\$376.09	\$77,330.15	\$0.00	\$50,000.00	\$325,000.00	\$1,084,585.71
EXPENDITURES	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTALS
Instr.Computer Equipmnt RHS-008		\$1,210.88							\$1,210.88
RHS Portable Lab Server									\$0.00
Instr. Replacement Equipment RHS									\$0.00
RHS Band Instruments									\$0.00
Special Ed Instruc - New Equip Hilcrest									\$0.00
Pupil Support New Equipment Bath									\$0.00
Pupil Support New Equipment Hilcrest									\$0.00
Pupil Support New Equipment District									\$0.00
Pupil Support New Equipment RHS									\$0.00
BOE Legal Services									\$0.00
Replacement Equipment Fiscal Services									\$0.00
Other Fiscal Services-Aud/Treas Fees		\$58.09	\$7,491.33		\$587.90				\$8,137.32
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									\$0.00
Repair/Maintenance-Hilcrest		\$8,105.86			\$676.35				\$8,782.21
Repair/Maintenance-RMS	\$7,790.00		\$11,931.20						\$19,721.20
Repair/Maintenance-RMS 001									\$0.00
Repair/Maintenance-RHS	\$10,290.00		\$31,269.80		\$26,330.00				\$67,889.80
Repair/Maintenance - Athletic Field									\$0.00
Repair/Maintenance-District	\$2,130.00				\$7,651.00				\$9,781.00
Water Line									\$0.00
Care/Upkeep-Bath Building Supples									\$0.00
Care/Upkeep Restroom Renovate Bath									\$0.00
Care/Upkeep Buildings-District		\$9,000.00	\$2,000.00	\$4,529.00					\$15,529.00
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		\$10,899.33			\$4,518.00				\$15,417.33
Replacement Equipment-Hill		\$2,520.23							\$2,520.23
Replacement Equipment-RMS		\$20,288.34					\$2,500.75		\$22,789.09
Replacement Equipment-RHS	\$965.00	\$49,103.66			(\$9,775.00)	\$11,222.00		\$1,798.00	\$53,313.66
Replacement Equipment-Central	\$254.00								\$254.00
New Equipment - Security System									\$0.00
New Equipment-Pupil Transportation									\$0.00
Replacement Equipment-Pupil Transport									\$0.00
Site Acquisition Services									\$0.00
TOTAL EXPENDITURES	\$21,429.00	\$101,186.39	\$52,692.33	\$4,529.00	\$29,988.25	\$11,222.00	\$2,500.75	\$1,798.00	\$225,345.72
ENDING BALANCES	\$2,141,305.19	\$2,040,750.04	\$2,159,305.94	\$2,155,153.03	\$2,202,494.93	\$2,191,272.93	\$2,238,772.18	\$2,561,974.18	
ENCUMBRANCES	\$159,931.21	\$84,847.00	\$46,370.00	\$49,359.00	\$19,607.00	\$10,183.00	\$7,183.00	\$15,385.00	
UNENCUMBERED BAL	\$1,981,373.98	\$1,955,903.04	\$2,112,935.94	\$2,105,794.03	\$2,182,887.93	\$2,181,089.93	\$2,231,589.18	\$2,546,589.18	

2010-2011									
REVERE LOCAL SCHOOLS FOOD SERVICE ENTERPRISE-FUND #006									
Monthly Cash Flow Spending Plan Report									
INCOME	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	TOTALS
BEGINNING BALANCES	\$12,684.84	(\$36,514.57)	(\$34,402.49)	(\$33,228.45)	(\$23,791.42)	(\$28,611.68)	(\$65,312.50)	(\$44,008.21)	
Interest Earnings									\$0.00
Student Lunch Sales	\$1,392.00	\$51,822.45	\$46,424.20	\$51,095.00	\$45,786.00	\$25,988.95	\$51,190.00	\$42,542.27	\$316,240.87
Student A-La-Carte Sales		\$4,589.60	\$21,339.12	\$21,582.86	\$17,123.17	\$8,971.65	\$20,293.42	\$16,737.19	\$110,637.01
Student Milk Sales		\$256.50	\$1,179.50	\$1,243.00	\$1,218.00	\$660.50	\$1,156.50	\$1,001.00	\$6,715.00
Adult Lunch Sales		\$264.35	\$1,454.60	\$1,554.30	\$1,435.54	\$717.60	\$1,268.45	\$1,043.65	\$7,738.49
Catering - Bath							\$94.15		\$94.15
Catering - Hillcrest			\$73.50	\$56.00					\$129.50
Catering - RMS		\$100.28							\$100.28
Catering - RHS		\$621.36		\$493.60	\$150.71	\$250.03		\$660.96	\$2,176.66
Miscellaneous						\$19.56	\$26.00	\$9.78	\$55.34
Vending Commissions - RMS			\$132.15	\$153.02	\$200.16	\$273.75	\$291.80	\$77.50	\$1,128.38
Vending Commissions - RHS		50.3	\$478.50	\$783.49	\$873.85	\$281.30	\$679.10	\$754.30	\$3,900.84
State Subsidy						\$703.54		\$351.77	\$1,055.31
Federal Subsidy				\$16,496.58	\$12,764.26	\$10,982.30	\$6,383.80	\$11,880.50	\$58,507.44
Transfers In									\$0.00
Initial Advance In								\$200,000.00	\$200,000.00
Refund/Prior Year Expenditure	\$80.10								\$80.10
Advances In									\$0.00
TOTALS RECEIPTS	\$1,472.10	\$57,704.84	\$71,081.57	\$93,457.85	\$79,551.69	\$48,849.18	\$81,383.22	\$275,058.92	\$708,559.37
EXPENDITURES	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	TOTALS
Administrative Supply									\$0.00
Regular Salaries	\$34,680.48	\$22,796.77	\$22,403.17	\$22,304.43	\$23,004.27	\$34,971.32	\$23,236.87	\$23,511.20	\$206,908.51
Overtime/Extra Time		32.23	\$150.48	\$495.86	\$335.22	\$731.48	\$159.36	413.44	\$2,318.07
Leaves/Holiday	\$77.96		\$110.04			\$172.87		\$30.28	\$391.15
Severance			\$5,276.49						\$5,276.49
Substitutes			\$851.19	\$1,792.23	\$1,466.54	\$1,479.34	\$532.47	\$895.27	\$7,017.04
Benefits	\$15,913.07	\$13,303.87	\$13,304.11	\$24,055.14	\$14,002.52	\$15,908.53	\$16,619.09	\$13,728.12	\$126,834.45
SURcharge									\$0.00
Management Services								\$1,130.00	\$1,130.00
Repair/Maintenance		\$2,480.00		\$936.44	\$1,275.97	\$4,533.26		\$162.00	\$9,387.67
Travel/Meetings				227.82					\$227.82
Food/Supplies		\$16,979.89	\$27,812.05	\$34,208.9	\$44,287.43	\$27,753.20	\$19,531.14	\$37,480.40	\$208,053.01
New Equipment 500									\$0.00
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	\$50,671.51	\$55,592.76	\$69,907.53	\$84,020.82	\$84,371.95	\$85,550.00	\$60,078.93	\$77,350.71	\$567,544.21
ENDING BALANCES	(\$36,514.57)	(\$34,402.49)	(\$33,228.45)	(\$23,791.42)	(\$28,611.68)	(\$65,312.50)	(\$44,008.21)	\$153,700.00	
ENCUMBERANCES	\$8,737.52	\$65,115.98	\$61,554.08	\$70,973.28	\$59,910.45	\$46,663.64	\$48,449.27	\$27,591.39	
UNENCUMBERED BAL	(\$45,252.09)	(\$99,518.47)	(\$94,782.53)	(\$94,764.70)	(\$88,522.13)	(\$111,976.14)	(\$92,457.48)	\$126,108.61	

New Document

**LIST OF DONATIONS
RECEIVED BY THE REVERE LOCAL SCHOOL DISTRICT
March 15, 2011**

CASH DONATIONS

1. To: Middle School, \$1,830.00, to support the annual 8th grade Washington DC trip.
From: Revere Middle School PTA
2. To: Middle School, \$7,189.00, to be applied toward the cost of the Student Response project.
From: Revere Middle School PTA

EQUIPMENT / OTHER DONATIONS

NA

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

New Document

Adjustments
FY2011 Permanent Appropriations
March 15, 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>				
Title I	572	INCREASE	\$1,519.75	\$108,891.31
Title IIA	590	INCREASE	\$141.03	\$73,376.07
Title IID	533	DECREASE	-\$4.76	\$2,030.96
Race to the Top	506	INCREASE	\$30.00	\$25,030.00
<u>Enterprise Funds</u>				
<u>Internal Service Funds</u>				
<u>Capital Projects Fund Class</u>				
<u>Trust Fund Class</u>				
<u>Agency Fund Class</u>				
Total of adjustments and or increase to the District's Appropriations			\$1,686.02	

New Document

The Board of Education of the Revere Local School District met in regular session on _____, 2011, commencing at 6:30 p.m., at the Board Offices, 3496 Everett Road, Bath, Ohio, with the following members present:

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

_____ moved the adoption of the following Resolution:

RESOLUTION NO. 2011-_____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE SALE OF RICHFIELD ELEMENTARY SCHOOL

WHEREAS, pursuant to Resolution No. 2008-_____, this Board approved and authorized the sale of the real property consisting of land and certain improvements known as the Richfield Elementary School Building, generally located at 4315 Streetsboro Road, Richfield, Ohio 44286 and identified in the records of the Summit County Fiscal Officer as Parcel Identification No. 5001587 (the "Property"), and approved and authorized the sale of the Property in the manner provided by Section 3313.41 of the Revised Code, subject to the terms and conditions provided in such Resolution; and

WHEREAS, such Property was offered for sale at public auction on May 1, 2008 in the manner provided in Section 3313.41(A) of the Ohio Revised Code, but the Property was not sold; and

WHEREAS, this Board has determined that it is in the best interest of the School District to enter into an agreement for the private sale of the Property to LTC REALTY IV, LLC, a Delaware limited liability company ("Purchaser") in accordance with Section 3313.41(B) of the Ohio Revised Code;

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

Section 1. The Treasurer of this Board and the Superintendent shall be designated by those officials, as appropriate, are hereby authorized to sign, acknowledge and deliver, in the name of and on behalf of the School District, a Real Property Purchase Agreement ("Agreement") between the School District and Purchaser approved by such officials, substantially in the form now on file with the Treasurer. The form of the Agreement is approved with such changes therein that are not materially inconsistent with this Resolution and not substantially adverse to the School District and that are permitted by law and shall be approved by the Treasurer. The approval of such changes, and that such changes are not materially inconsistent with this Resolution and not substantially

adverse to the School District, shall be conclusively evidenced by the signing of the Agreement by those officials.

Section 2. Approval and Execution of Related Documents. The Treasurer of this Board and the Superintendent shall be designated by those officials, as appropriate, are each authorized and directed to sign any certificates or documents, and to take such other actions as are desirable, advisable, necessary or appropriate, to consummate the transactions contemplated by this Resolution and the Agreement.

Section 3. Prior Acts Ratified and Confirmed. Any actions previously taken by School District officials or agents of this Board in furtherance of the matters set forth in this Resolution are hereby approved, ratified and confirmed.

Section 4. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board that resulted in such formal actions were held in meetings in compliance with the law.

Section 5. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 6. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

_____ seconded the motion.

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

TREASURER'S CERTIFICATION

The above is a true and correct extract from the minutes of the meeting of the Board of Education of the Revere Local School District, Ohio, held on _____, 2011, commencing at 7:00 p.m., at the Board Offices, 3496 Everett Road, Bath, Ohio, showing the adoption of the Resolution hereinabove set forth.

Dated: _____, 2011

Treasurer, Board of Education
Revere Local School District, Ohio

CLEVELAND/1206194.1

New Document

PUPIL TRANSPORTATION AGREEMENT

THIS AGREEMENT made and entered into at Hinckley, Ohio effective for the 2010/2011 school year, by and between the **Revere Local Schools**, and **Suburban School Transportation Company, Inc. (SSTC)**, 26 River Road, Hinckley, Ohio. For and in consideration of the mutual covenants and agreement herein contained, and for valuable consideration the parties agree to the following:

1. SSTC will transport students at the written request of the **Revere Local Schools** for any student requiring transportation. All students are provided door-to-door services specified by the district.
2. SSTC will provide all routing of said students, including contact of the parents regarding pick up and drop off times and locations. Routing sheets will be kept on file with SSTC dispatching office.
3. SSTC will provide vehicles to be used for transportation of said students. Vehicles will meet the standards of Federal and State law. All vehicles will be equipped with a mobile phone, emergency safety triangles, bodily fluid clean up kits, fire extinguishers, and a first aid kit, blanket and snow brush.
4. SSTC vehicles may be outfitted with digital video/audio cameras at any given time during the term of this contract for the safety of our students and drivers. SSTC vehicles may be equipped with a global positioning system, which shows a vehicle's location, direction of travel and speed at any given moment.
5. SSTC will pay all expenses in connection with the operation and maintenance of vehicles used in the transportation. A vehicle inspection form is completed daily by the drivers. A staff mechanic services our fleet for preventive maintenance and emergency repairs. All daily inspection forms and service logs are on file in SSTC dispatching office. Should a student cause damage to a vehicle, the Parent or Guardian will be financially responsible for said damages.
6. SSTC will provide qualified drivers to operate safely and within legal limits in said vehicles used in the transportation and verify that all drivers have met Ohio Pupil Transportation Operation and Safety Rule.
7. SSTC will purchase and maintain during the term of the agreement no less than \$1,000,000 liability insurance for all company owned vehicles, including a \$4,000,000 umbrella. All non-owned vehicles will carry \$300,000 (state requirement) liability insurance and a 1,000,000-liability non-owned coverage policy purchased by Suburban School Transportation.
8. The rate quoted to the district will be for round trip, unless otherwise specified. The district will be charged the daily rate for each day the particular school is scheduled to be opened, regardless if the student or students attend or not, or should the school be cancelled due to weather or emergency. Should **Revere Local Schools** close due to inclement weather, but the school the student is attending is open, SSTC will use its own discretion. Safety is our top priority. If SSTC believes it is unsafe to transport due to weather, the parent will be contacted. A two-day notice is required if the student will be out for an extended amount of time due to illness or suspension. Also a two-day notice is required if the student has transferred out of district or expelled from school and transportation service is no longer required.

9. SSTC will maintain Medical History Reports in our dispatch office. An information sheet is sent to the parents to complete and return. If parent does not return the information sheet, we will contact either the transportation department or pupil services whichever department is assigning the students to Suburban for transportation.
10. All drivers are issued SSTC identification badges to be worn and visible at all times
11. All vehicles to be used to transport eligible students who are confined to a wheelchair or other mobile positioning devices or who require life support equipment shall be equipped with a lift or ramp. The lift shall be connected within the vehicle body when not extended. The lift shall lift a maximum of 700 lbs. Wheelchairs are to be secured by a four-point tie down system.
12. Attendants or monitors will be provided to the district if requested at an additional charge. Any required ride-alone students will incur an additional 25% cost increase for such transportation.
13. All vehicles are denoted to have "School Transportation" signs.
14. For the safety of all students transported by SSTC we will not transport any students across picket lines when a strike is in progress.
15. Should fuel cost rise more than 12% from the date of agreement, SSTC reserves the right to request additional compensation, and if fuel costs decrease more than 12% will apply a decrease adjustment.
16. Any student changes/corrections must be phoned in and faxed to SSTC as soon as possible. SSTC will provide each school district with a form to use for adding, changing or deleting students. SSTC requests at least 24 hours notice when placing new students, so that we have adequate time to contact driver (From August 15th thru September 15th please allow 3 days for student placement).
17. SSTC will be responsible for allowing 3 minutes for pick up at the students home, if after the allotted time SSTC leaves and continues the route and is then later notified that SSTC must again return to the students' home, an additional charge will be granted. After school is dismissed at the end of the regularly scheduled day SSTC will wait at the scheduled school until all eligible students have been picked up. If an eligible student does not show up at the designated pickup location the driver will contact the office and the office will contact the school. If SSTC is forced to wait or a student is more than five (5) minutes late after dismissal time (or other agreed upon pickup time) SSTC will agree to wait fifteen (15) additional minutes for the student. SSTC will be permitted to bill the district for the additional time. When in an attempted to drop off an eligible student at home is unsuccessful, SSTC will proceed to complete the regularly scheduled route. The driver will notify the office of the first attempt. After the route is completed, SSTC will attempt again to drop off the student. If the second attempt is unsuccessful, SSTC will be permitted to charge the district, in fifteen (15) minute increments at the daily unit cost for each student for each fifteen (15) minute period, for all time thereafter until the student is dropped off at home or an emergency drop off location.
18. Payment for ordinary services rendered shall be made monthly. Payment needs to be received by SSTC within 30 days of invoice or late fees may apply.

In consideration of this agreement Suburban Transportation Company Inc, herein provided, that **Revere Local Schools** and Suburban Transportation will mutually agree on compensation on a case-by-case basis. This contract will cover the period of July 1, 2010 through June 30, 2011.

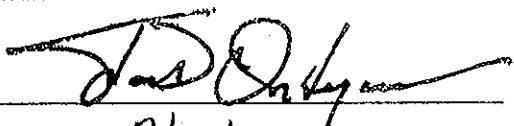
This contract is made for the benefit of each party heretofore named, and all parties hereby acknowledge receipt of a full and complete copy of this agreement and declare that no promises, representation or agreement, other than those herein contained have been made or were relied upon.

IN WITNESS WHEREOF, the parties hereto set their hands this day and year.

Revere Local Schools

SUBURBAN SCHOOL TRANSPORTATION

BY _____

BY  _____

DATE _____

DATE 2/7/2011 _____

New Document

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

Contract Number: 050054-IPTEL1115

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

WHEREAS, Provider is a regional educational center organized by the State of Ohio to provide communications and other technology services, and;

WHEREAS, the Customer is a School District or School certified for instruction by the State of Ohio, and;

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

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

I. DEFINITIONS:

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

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

"Provider" shall mean the regional educational center.

"Parties" shall mean the Customer and Provider collectively.

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

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

II. TERM

A. The Customer agrees to purchase Service for a term of four (4) consecutive annual periods beginning July 1, 2011 and July 1, 2012 and July 1, 2013 and July 1, 2014

B. Services provided through this agreement will end June 30, 2015.

C. The price of this service for each of four (4) periods shall be the annual contract price for the service as prescribed in Schedule 1-a.

D. Upon a termination of the Agreement by the Customer, the Customer agrees to pay Provider for contractual obligations incurred by the Provider on behalf of Customer for the original four (4) year contract period.

III. PERFORMANCE

A. Provider shall furnish Customer IP Telephony services as further described in attached Exhibit A.

B. Provider shall be responsible for the maintenance of the Service and Service Equipment. Provider and its agents shall have the right at any time during normal business hours to enter the Customer's premises (complying with the customers visitors policy) for the purpose of maintaining, inspecting, and testing the Provider's Service Equipment. Provider shall have the right to charge the customer for its cost and expenses to identify and correct any failure by facilities and equipment not furnished by the Provider and to repair damage, interruptions or replace Provider's Service Equipment caused by the Customer or Customers equipment.

IV. CHARGES AND PAYMENT

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

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

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

V. WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

A. Provider shall be liable to Customer for failure to provide Services, but only if such failure(s) is due to the negligence of Provider and not excused by either of the following: 1) Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users; 2) Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.

B. Customer may utilize the Services provided for educational and educational administrative related activities only. Where the Services provided include access to the internet networks, Provider does not warrant that the functions of the internet network will meet any specific Customer or user requirements, or that Services provided will be error free or uninterrupted; nor shall Provider be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Further, Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider and that, therefore, Customer will make no claim against Provider for the internet service uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Unless special arrangements are made and appended to this Agreement, Provider will not routinely monitor Customer's activities or pupil access to any of the interconnected systems. Any filters or screening devices are limited to those in existence at the date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems. Some material contained in the interconnected systems may be inappropriate for school aged pupils.

C. Customer, directly or through its agents, permitting pupil access to the interconnected computer system(s) of the Internet through Provider assumes full responsibility for any and all access to and usage of information contained on the interconnected computer system(s) of the Internet.

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

E. Provider reserves the right to discontinue Customer's access to the Provider's network and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of the State Board of Education or any other state or federal agency; or in violation of this Agreement; or violate state and federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

F. Customer understands and agrees that Provider shall have no responsibility for Customer's or its users' accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.

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

VI. TITLE AND OWNERSHIP

A. Title to the Service Equipment shall irrevocably and under all circumstances remain with the Provider and its designees, and the Customer will protect Provider's rights, title and interest therein against all persons. The Customer's interest in the Services and Service Equipment is limited to possession and non-exclusive use thereof on the premises.

B. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

VII. CONFIDENTIALITY OF INFORMATION

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

B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.

C. Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

VIII. NOTICES

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

1. If to Provider:

Name: Matthew Gdovin
Address: 420 Washington Avenue
City/State/Zip: Cuyahoga Falls / Ohio / 44221
Phone: 330-926-3900 x1100
Facsimile: 330-926-3901
E-mail: Gdovin@neonetda.org

2. If to Customer:

Name: David Forrest
Address: 3496 Everett Road
City/State/Zip: Richfield / Ohio / 44286
Phone: 330-523-3106

B. GENERAL PROVISIONS

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

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

EXHIBIT A

IP TELEPHONY SERVICES

This exhibit is hereby made part of the IP Telephony Services Agreement (the "Agreement") entered between the Northeast Ohio Network for Educational Technology and Revere Local Schools, Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below. Any additional services will be billed monthly as incurred.

1. Services

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

2. Additional Charges

Customer agrees to pay for any installation costs, if incurred, as a result of providing Services to Customer.

3. Northeast Ohio Network for Educational Technology Obligations

- a) Northeast Ohio Network for Educational Technology will provide sufficient training of Customer's personnel to permit Customer to perform all functions and procedures associated with the IP Telephony connection.
- b) Northeast Ohio Network for Educational Technology will plan and coordinate all activities incidental to the implementation of the IP Telephony connection.
- c) Northeast Ohio Network for Educational Technology will assume all responsibilities for the physical IP Telephony system up to and including the router included in any IP Telephony connection.

4. Customer's Obligations

- a) Customer will assume all responsibilities for all local area networks (LAN) connected to an IP Telephony connection. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.

- b) Customer will provide surge suppression for all devices either directly or indirectly connected to the IP Telephony connection. The surge suppression must meet UL1449 rating.
- c) Customer will make its personnel and records available to the extent necessary to facilitate the planning, training and implementation process of the IP Telephony connection.
- d) Customer will provide Northeast Ohio Network for Educational Technology with appropriate and sufficient space and electrical power to facilitate the IP Telephony connection installation.
- e) Customer agrees not to connect any of its local area networks to alternative Internet service providers without the approval of Northeast Ohio Network for Educational Technology.
- f) Customer agrees not to resell any IP Telephony services provided by Northeast Ohio Network for Educational Technology.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

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

CUSTOMER: Revere Local Schools

Authorized Signature

Date

Print Name and Title

PROVIDER: Northeast Ohio Network for Educational Technology

Signature of Executive Director

Date

Matthew Gdovin

Print Name

Schedule 1-a

Summary of Costs

This exhibit is hereby made a part of the Agreement by and between Northeast Ohio Network for Educational Technology and Revere Local Schools. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

IP Telephony Service

Year One (July 1, 2011 to June 30, 2012)

332 Phones

Total Annual Cost \$15,467.00

Year Two (July 1, 2012 to June 30, 2013)

332 Phones

Total Annual Cost \$15,467.00

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

332 Phones

Total Annual Cost \$15,467.00

Year Four (July 1, 2014 to June 30, 2015)

332 Phones

Total Annual Cost \$15,467.00

New Document

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

Contract Number: 050054-EMAIL1112

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

WHEREAS, Provider is a regional educational center, organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, to provide communications and other technology services, and;

WHEREAS, the Customer is a School District or School chartered by the State of Ohio, and;

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

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

I. DEFINITIONS:

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

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

"Provider" shall mean the Northeast Ohio Network for Educational Technology ("NEOnet").

"Parties" shall mean the Customer and Provider collectively.

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

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

II. TERM

A. The Customer agrees to purchase Service for the period beginning July 1, 2011, and ending June 30, 2012.

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

C. Upon a termination of the Agreement by the Customer prior to the end of the stated term, the Customer agrees to pay Provider for contractual obligations incurred by the Provider on behalf of Customer for the original one (1) year contract period.

III. PERFORMANCE

A. Provider shall furnish Customer exchange hosting services on a 24-hour-per-day, 7 day-per-week basis, and as further described in attached Exhibit A.

B. Provider shall be responsible for the maintenance of the Service and Service Equipment. Provider and its agents shall have the right at any time during normal business hours to enter the Customer's premises (complying with the Customer's visitors policy) for the purpose of maintaining, inspecting, and testing the Provider's Service Equipment. Provider shall have the right to charge the Customer for its cost and expenses to identify and correct any failure of facilities or equipment not furnished by the Provider and to repair damage, interruptions or replace Provider's Service Equipment caused by the Customer or Customer's equipment.

IV. CHARGES AND PAYMENT

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

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

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

V. WARRANTIES AND LIMITATIONS ON LIABILITY

A. Provider shall be accountable to Customer for failure to provide Services, but only if such failure(s) is due to the negligence of Provider and not excused by either of the following: 1) Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users; 2) Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider. In no event will Provider be liable to Customer in an amount greater than the fees paid to Provider under the terms of this Agreement. Provider shall not be liable to Customer for loss of profits, loss of use, loss of data, interruption of business, or for any indirect, special, incidental, consequential or punitive damages of any kind, whether under this Agreement or otherwise, even if Provider has been advised of the possibility of such loss or damages.

B. Customer may utilize the Services provided for educational and educational administrative related activities only. Where the Services provided include access to the internet networks, Provider does not warrant that the functions of the internet network will meet any specific Customer or user requirements, or that Services provided will be error free or uninterrupted; nor shall Provider be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Further, Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider and that, therefore, Customer will make no claim against Provider for the internet service uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Unless special arrangements are made and appended to this Agreement, Provider will not routinely monitor Customer's activities or pupil access to any of the interconnected systems. Any filters or screening devices are limited to those in existence at the date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems. Some material contained in the interconnected systems may be inappropriate for school aged pupils.

C. Customer, directly or through its agents, permitting pupil access to the interconnected computer system(s) of the Internet through Provider assumes full responsibility for any and all access to and usage of information contained on the interconnected computer system(s) of the Internet.

D. Provider reserves the right to discontinue Customer's access to the Provider's network and/or seek other legal or equitable relief for use of the Services that Provider

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

E. Customer understands and agrees that Provider shall have no responsibility for Customer's or its users' accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.

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

VI. TITLE AND OWNERSHIP

- A.** Title to the Service Equipment shall irrevocably and under all circumstances remain with the Provider and its designees, and the Customer will protect Provider's rights, title and interest therein against all persons. The Customer's interest in the Services and Service Equipment is limited to non-exclusive use thereof on the premises.
- B.** All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. NOTICES

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

1. If to Provider:

Name: Matthew Gdovin
Address: 420 Washington Avenue
City/State/Zip: Cuyahoga Falls / Ohio / 44221
Phone: 330-926-3902
Facsimile: 330-926-3901
E-mail: Gdovin@neonetda.org

2. If to Customer:

Name: David Forrest
Address: 3496 Everett Road
City/State/Zip: Richfield / Ohio / 44286
Phone: 330-523-3106

B. GENERAL PROVISIONS

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

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

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

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

CUSTOMER:

Printed name of Customer

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

PROVIDER:

Northeast Ohio Network for Educational Technology

Printed name of Provider

Signature of Officer or Manager for the Provider

Date

Matthew Gdovin

Printed name of Officer or Manager for the Provide

EXHIBIT A

EXCHANGE HOSTING SERVICES

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

Charges will be incurred for only those Services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below. Any additional services will be billed monthly as incurred.

1. Services

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

2. Northeast Ohio Network for Educational Technology Obligations

- a) Northeast Ohio Network for Educational Technology will provide sufficient training of Customer's personnel to permit Customer to perform all functions and procedures associated with the Exchange Hosting connection.
- b) Northeast Ohio Network for Educational Technology will plan and coordinate all activities incidental to the implementation of the Exchange Hosting connection.
- c) Northeast Ohio Network for Educational Technology will assume all responsibilities for the physical Exchange Hosting system up to and including the router included in any Exchange Hosting connection.

3. Customer's Obligations

- a) Customer will assume all responsibilities for all local area networks (LAN) connected to an Exchange Hosting connection. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.
- b) Customer will provide surge suppression for all devices either directly or indirectly connected to the Exchange Hosting connection. The surge suppression must meet UL1449 rating.

- c) Customer will make its personnel and records available to the extent necessary to facilitate the planning, training and implementation process of the Exchange Hosting connection.
- d) Customer will provide Northeast Ohio Network for Educational Technology with appropriate and sufficient space and electrical power to facilitate the Exchange Hosting connection installation.
- e) Customer agrees not to connect any of its local area networks to alternative Internet service providers without the approval of Northeast Ohio Network for Educational Technology.
- f) Customer agrees not to resell any Exchange Hosting services provided by Northeast Ohio Network for Educational Technology.

CUSTOMER:

PROVIDER:

Signature

Signature of Director

Print Name and Title

Matthew Gdovin

Print Name

Signature

Print Name and Title

Schedule 1-a

Summary of Costs

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

Exchange Hosting Service

One Year (July 1, 2011 to June 30, 2012)

Accounts = 425

Total Annual Cost: \$2,975

New Document

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

Contract Number: 050054-VOICEMAIL1115

This agreement for the provision of Voicemail Service ("Agreement") is entered into between the Northeast Ohio Network for Educational Technology ("Provider") and Revere Local Schools ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is a regional educational center organized by the State of Ohio to provide communications and other technology services, and;

WHEREAS, the Customer is a School District or School certified for instruction by the State of Ohio, and;

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

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

I. DEFINITIONS:

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

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

"Provider" shall mean the regional educational center.

"Parties" shall mean the Customer and Provider collectively.

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

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

II. TERM

A. The Customer agrees to purchase Service for a term of four (4) consecutive annual periods beginning July 1, 2011 and July 1, 2012 and July 1, 2013 and July 1, 2014

B. Services provided through this agreement will end June 30, 2015.

C. The price of this service for each of four (4) periods shall be the annual contract price for the service as prescribed in Schedule 1-a.

D. Upon a termination of the Agreement by the Customer, the Customer agrees to pay Provider for contractual obligations incurred by the Provider on behalf of Customer for the original four (4) year contract period.

III. PERFORMANCE

A. Provider shall furnish Customer Voicemail services as further described in attached Exhibit A.

B. Provider shall be responsible for the maintenance of the Service and Service Equipment. Provider and its agents shall have the right at any time during normal business hours to enter the Customer's premises (complying with the customer's visitors policy) for the purpose of maintaining, inspecting, and testing the Provider's Service Equipment. Provider shall have the right to charge the customer for its cost and expenses to identify and correct any failure by facilities and equipment not furnished by the Provider and to repair damage, interruptions or replace Provider's Service Equipment caused by the Customer or Customer's equipment.

IV. CHARGES AND PAYMENT

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

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

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

V. WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

A. Provider shall be liable to Customer for failure to provide Services, but only if such failure(s) is due to the negligence of Provider and not excused by either of the following: 1) Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users; 2) Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.

B. Customer may utilize the Services provided for educational and educational administrative related activities only. Where the Services provided include access to the internet networks, Provider does not warrant that the functions of the internet network will meet any specific Customer or user requirements, or that Services provided will be error free or uninterrupted; nor shall Provider be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Further, Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider and that, therefore, Customer will make no claim against Provider for the internet service uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Unless special arrangements are made and appended to this Agreement, Provider will not routinely monitor Customer's activities or pupil access to any of the interconnected systems. Any filters or screening devices are limited to those in existence at the date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems. Some material contained in the interconnected systems may be inappropriate for school aged pupils.

C. Customer, directly or through its agents, permitting pupil access to the interconnected computer system(s) of the Internet through Provider assumes full responsibility for any and all access to and usage of information contained on the interconnected computer system(s) of the Internet.

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

E. Provider reserves the right to discontinue Customer's access to the Provider's network and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of the State Board of Education or any other state or federal agency; or in violation of this Agreement; or violate state and federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

F. Customer understands and agrees that Provider shall have no responsibility for Customer's or its users' accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.

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

VI. TITLE AND OWNERSHIP

A. Title to the Service Equipment shall irrevocably and under all circumstances remain with the Provider and its designees, and the Customer will protect Provider's rights, title and interest therein against all persons. The Customer's interest in the Services and Service Equipment is limited to possession and non-exclusive use thereof on the premises.

B. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

VII. CONFIDENTIALITY OF INFORMATION

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

B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.

C. Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

VIII. NOTICES

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

1. If to Provider:

Name: Matthew Gdovin
Address: 420 Washington Avenue
City/State/Zip: Cuyahoga Falls / Ohio / 44221
Phone: 330-926-3900 x1100
Facsimile: 330-926-3901
E-mail: Gdovin@neonetda.org

2. If to Customer:

Name: David Forrest
Address: 3496 Everett Road
City/State/Zip: Richfield / Ohio / 44286
Phone: 330-523-3106

B. GENERAL PROVISIONS

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

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

EXHIBIT A

VOICEMAIL SERVICES

This exhibit is hereby made part of the Voicemail Services Agreement (the "Agreement") entered between the Northeast Ohio Network for Educational Technology and Revere Local Schools as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below. Any additional services will be billed monthly as incurred.

1. Services

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

2. Additional Charges

Customer agrees to pay for any installation costs, if incurred, as a result of providing Services to Customer.

3. Northeast Ohio Network for Educational Technology Obligations

- a) Northeast Ohio Network for Educational Technology will provide sufficient training of Customer's personnel to permit Customer to perform all functions and procedures associated with the Voicemail connection.
- b) Northeast Ohio Network for Educational Technology will plan and coordinate all activities incidental to the implementation of the Voicemail connection.
- c) Northeast Ohio Network for Educational Technology will assume all responsibilities for the physical Voicemail system up to and including the router included in any Voicemail connection.

4. Customer's Obligations

- a) Customer will assume all responsibilities for all local area networks (LAN) connected to a Voicemail connection. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.
- b) Customer will provide surge suppression for all devices either directly or

indirectly connected to the Voicemail connection. The surge suppression must meet UL1449 rating.

- c) Customer will make its personnel and records available to the extent necessary to facilitate the planning, training and implementation process of the Voicemail connection.
- d) Customer will provide Northeast Ohio Network for Educational Technology with appropriate and sufficient space and electrical power to facilitate the Voicemail connection installation.
- e) Customer agrees not to connect any of its local area networks to alternative Internet service providers without the approval of Northeast Ohio Network for Educational Technology.
- f) Customer agrees not to resell any Voicemail services provided by Northeast Ohio Network for Educational Technology.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

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

CUSTOMER: Revere Local Schools

Authorized Signature

Date

Print Name and Title

PROVIDER: Northeast Ohio Network for Educational Technology

Signature of Executive Director

Date

Matthew Gdovin

Print Name

Schedule 1-a

Summary of Costs

This exhibit is hereby made a part of the Agreement by and between Northeast Ohio Network for Educational Technology and Revere Local Schools. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Voicemail Service

Year One (July 1, 2011 to June 30, 2012)

465 Units

Total Annual Cost: \$15,377.00

Year Two (July 1, 2012 to June 30, 2013)

465 Units

Total Annual Cost: \$15,377.00

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

465 Units

Total Annual Cost: \$15,377.00

Year Four (July 1, 2014 to June 30, 2015)

465 Units

Total Annual Cost: \$15,377.00

New Document

WHEREAS, the Superintendent has recommended a reduction in the number of teachers employed by the Board of Education effective with the **2011-2012** school year due to the financial condition of the District and conformity with the provisions of Section 3319.17, Ohio Revised Code, and the applicable provisions of the collective bargaining agreement with the Revere Education Association;

WHEREAS, the Superintendent has made his specific recommendations for the suspension of certain continuing teaching contracts of those individuals affected by the Reduction in Force due to financial reasons;

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

Section 1: The Board determines that due to the financial conditions facing the District it is necessary to make reasonable reductions in the number of teachers employed by the Board effective with the 2011-2012 school year;

Section 2: The continuing employment contracts of the following named individual shall be suspended for financial reasons and the affected individual shall be placed on a recall list in the manner prescribed by the collective bargaining agreement between the Board and the Revere Education Association:

Joan Lyon

Section 3: The Superintendent and Treasurer shall prepare and tender notices of the Board's action to the affected individuals;

Section 4: All notices and proceedings relating to this meeting and the actions of the Board have been in compliance with the provisions of Section 121.22 of the Ohio Revised Code.

New Document

WHEREAS, the Superintendent has recommended a reduction in the number of teachers employed by the Board of Education effective with the 2011-2012 school year due to the financial condition of the District and conformity with the provisions of Section 3319.17, Ohio Revised Code, and Section 5.02 of the collective bargaining agreement with the Revere Education Association;

WHEREAS, the Superintendent has made his specific recommendations for the suspension of the limited teaching contracts of those individuals affected by the Reduction in Force due to financial reasons;

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

Section 1: The Board determines that due to the financial conditions facing the District it is necessary to make reasonable reductions in the number of teachers employed by the Board effective with the 2011-2012 school year;

Section 2: The limited employment contracts of the following named individual shall be suspended for financial reasons and the affected individual shall be placed on a recall list in the manner prescribed by the collective bargaining agreement between the Board and the Revere Education Association:

**Teresa Bertram
Allison Campbell
Dawn Cancelliere
Todd Casey
Paulette Colantone
Jason Cottrell
Megan Cronick
Patrick DiCaprio
Kristen Digman
Lynn Dubsky
Lori Duke
Ryan Fletcher**

**Gary Gough
Sonja Haller
Amy Haver
Kelly Heider
Lisa Hurley
Jennifer Jacoby
Sandra Kahoe
Nick Kos
Elizabeth Long
Justin Miller
Molly Moore
Dan Mosher**

**Veronica Moss
Dawn Peters
Joyce Pushpak
Cheree Rafferty
Janet Schwager
Deborah Schwertner
Nancy Szabo
Kevin Verde
Bridget Wirfel**

Section 3: The Superintendent and Treasurer shall prepare and tender notices of the Board's action to the affected individuals;

Section 4: All notices and proceedings relating to this meeting and the actions of the Board have been in compliance with the provisions of Section 121.22 of the Ohio Revised Code.

New Document

Bill Schumacher
Athletic Director
Revere Local Schools
3496 Everett Road
Richfield, OH 44286

Dear Mr. Schumacher,

The purpose of this letter is to officially tender my resignation from the position of Boys Varsity Lacrosse Head Coach with the Revere Local School District effective Friday, February 25, 2011.

I have truly enjoyed my four years with the Revere Local Schools. However, in accepting a new full-time employment position; I will not be able to continue as the Head Coach of the program. I wish you and the Boys Lacrosse Program nothing but success going forward and will miss working with you, the players and families.

If I can be of any assistance in the transition process, please do not hesitate to contact me.

Sincerely,

Doug Stalter

MARCH
AGENDA