

Minutes

Board of Education of the Rocky River City School District

RESOLUTIONS

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Board of Education of the Rocky River City School District

The Board of Education of the Rocky River City School District, Cuyahoga County, Ohio, met in Regular Session on June 20, 2013 at 5:03 p.m. in the Board Room at the Board of Education Offices. A digital recording was made of this meeting and is on file in the Office of the Treasurer.

President Jon Fancher presiding

Guests and visitors are requested to sign the Visitors' Register. In accordance with Bylaw 0169.1: Public Participation at Board Meetings, those wishing to address the Board are required to complete the Bylaw 0169.1 Form and submit it to the Superintendent or President of the Board prior to the start of the meeting. Thank you.

CALL TO ORDER

ROLL CALL

PRESENT - Dr. Fancher, Ms. Goepfert, Mr. Swartz

ABSENT - Mr. Milano, Mrs. Rounds

PLEDGE OF ALLEGIANCE

RESOLUTION TO ADOPT AGENDA

Resolution No. 118-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that it hereby adopts this agenda, including any addendum attached hereto, for the June 20, 2013 meeting.

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

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Board of Education of the Rocky River City School District

RESOLUTION TO RECOGNIZE STUDENT ACTIVITIES BOOSTERS OF ROCKY RIVER CITY SCHOOLS, INC. (EXHIBIT A)

Resolution No. 118.1-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO RECOGNIZE LOCAL SCHOLARSHIP AND AWARD DONORS

Resolution No. 118.2-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that it hereby Recognizes Local Scholarship and Award Donors as listed below.

Kevin Allison Memorial
Jane L. Balla Memorial
James J. Bartolozzi Memorial
Nate Black (K. Stephens Calculus Award)
Lois Van Gastel Brown Memorial
H. Robert Bueck Memorial
Nev Chandler Memorial
Amy Chan Engineering Scholarship
John Cipriani (RR Parks/Rec Foundation)
Roger Davidson Memorial
Joseph V. DeGrandis Memorial
Kathleen Goepfert
Clifford & Judy Hanson Memorial
Jack Harris Memorial
Dr. Christina Mueller Scholarship
Lawrence Badar Memorial
Melissa Herstrum Memorial
Terry Horn Memorial
Meta Kramer Memorial Scholarship Trust

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Board of Education of the Rocky River City School District

League of Women Voters
 Dan & Lee Ludwin Memorial
 Moriah Lydon Memorial
 Julia Litzler Mayer Memorial
 Brad McCoy Memorial
 Medical Mutual of Ohio
 Nancy Mihocik Memorial Honorarium
 Harold P. Murton Memorial
 O.A.P.S.E. #381
 George A Purdy, Jr. Memorial (Class of '62)
 Nicholas Charles Rauser Memorial
 Rocky River Chamber of Commerce
 RRHS Alumni Association (In Honor of Dr. Robert C. Cawrse & Rex L. Zirbes Memorial)
 RRHS Class of 1965 Memorial
 RRHS Class of 1972 Memorial
 RRHS Class of 1986
 Rocky River Junior Women's Club
 Rocky River Kiwanis
 Rocky River Masonic Lodge #703
 RRMS 911 Memorial
 Rocky River PTA Council
 R.R.T.A.
 Lester C. Roig Jr. Memorial
 Gail Ryan Memorial
 Danny Scherry Memorial
 Charles Scott Salons/Spas
 Ken/Martha Taylor (The Balancing Act)
 Susan Thibo Memorial
 Thomas/Thomas Distinctive Photography (Marie & Bob Wiesenberger)
 Mary Kay Wilhelmy Memorial
 Dan & Nancy Zerbey (Zerbey Family)

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

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Board of Education of the Rocky River City School District

REPORTS

- Locker Room Committee

ORAL AND WRITTEN COMMUNICATION

In accordance with Bylaw 0169.1 Public Participation at Board Meetings, residents, students, staff, and invited guests are welcomed by the President of the Board or the Superintendent to address the Board at this time.

RESOLUTION TO APPROVE MINUTES OF PRECEDING MEETING

Resolution No. 118.3-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Minutes of the Preceding Meetings held on May 8, 2013 (Committee of the Whole Meeting), May 8, 2013 (Board of Education Special Meeting), and May 16, 2013 (Board of Education Meeting) be approved.

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

COMMITTEE AND REPRESENTATIVE REPORTS – “Highlights” of the Committee of the Whole Meeting available in the lobby and at www.rrcs.org

Policy and Legislation - Dr. Fancher

- Notification of Second Reading of New and Revised Board Policy & Guideline

Students

5130: Withdrawal from School

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Board of Education of the Rocky River City School District

RESOLUTION TO ADOPT NEW AND REVISED BOARD POLICIES & GUIDELINES (copies are available in the Office of the Superintendent)

Resolution No. 118.4-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the New and Revised Board Policies & Guidelines be adopted.

ByLaws

0165.1: Regular Meetings

0165.2: Special Meetings

Administration

1530: Evaluation of Principals and Other Administrators

Professional Staff

3220: Standards-Based Teacher Evaluation

Students

5630.01 Positive Behavior Intervention and Supports and Limited Use of Restraint and Seclusion

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Move
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Second

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO APPROVE FINANCIAL STATEMENT AND INTRAFUND TRANSFERS FOR GENERAL ACCOUNTING IN THE AMOUNT OF \$87,215.57 FOR May 31, 2013 (EXHIBIT B)

Resolution No. 118.5-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3-0 with 2 absent.

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Board of Education of the Rocky River City School District

RESOLUTION TO AMEND APPROPRIATION FOR ALL FUNDS AS OF May 31, 2013 IN THE AMOUNT OF \$43,551,585 (EXHIBIT C)

Resolution No. 118.6-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES (EXHIBIT D)

Resolution No. 118.7-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO AMEND APPROPRIATION AND APPROVE TRANSFERS BETWEEN FUNDS – JUNE 30, 2013 (EXHIBIT E)

Resolution No. 118.8-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

Minutes

Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE FUND TO FUND TRANSFERS AND ADVANCES FOR 2012-2013 (EXHIBIT F)

Resolution No. 118.9-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO APPROVE 2013-2014 APPROPRIATION (EXHIBIT G)

Resolution No. 118.10-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO ACCEPT INSURANCE PROPOSAL FOR THE PERIOD 7/1/13-6/30/14 (EXHIBIT H)

Resolution No. 118.11-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

Minutes

Board of Education of the Rocky River City School District

RESOLUTION TO PARTICIPATE IN THE OHIO SCHOOLS COUNCIL WORKERS' COMPENSATION GROUP RATING PROGRAM (EXHIBIT I)

Resolution No. 118.12-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT WITH FIRST MERIT EQUIPMENT FINANCE INC., PROVIDING FOR THE LEASE AND EVENTUAL ACQUISITION OF COMPUTER HARDWARE AND SOFTWARE FOR INSTRUCTIONAL PURPOSES AND RELATED MATTERS (EXHIBIT J)

Resolution No. 118.13-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

Minutes

Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE RETIREMENTS AND RESIGNATIONS

Resolution No. 119-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the following Retirements and Resignations be approved.

Resignations:

<u>Name</u>	<u>Position/Classification</u>	<u>Effective</u>
Jennifer Doran	Marching Squad Advisor	5/28/2013
Ismaela Emery	Transportation Aide	5/20/2013
*Marcia Lange	Tutor	6/14/2013
*Justin Montello	Tutor	6/14/2013

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

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Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE APPOINTMENTS¹

Resolution No. 120-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the following appointments be approved.

<u>Name</u>	<u>Position/Classification</u>	<u>Effective Date</u>	<u>Rate of Pay</u>
Karyn Barrett	Tutor – Home Instruction	6/10/13	\$34.68/hr.
*Angela Bowman	Teacher - .5 FTE	8/26/13	BA, Step 5
Meghan Hennies	Tutor – Home Instruction As needed 6/10-8/23/13	6/10/13 8/1/13	\$22.30/hr. \$23.11/hr.
Elizabeth Landers	Tutor – Home Instruction As needed 5/10-8/23/13	6/10/13 8/1/13	\$34.68/hr. \$34.68/hr.
*Marcia Lange	Tutor – Home Instruction As needed 5/10-8/23/13	6/10/13 8/1/13	\$33.03/hr. \$34.68/hr.
Joann Post	Tutor – Home Instruction As needed 5/10-8/23/13	6/10/13 8/1/13	\$30.66/hr. \$30.66/hr.

SUPPLEMENTAL DUTY APPOINTMENTS FOR 2013-14 SCHOOL YEAR:

<u>Name</u>	<u>Position/Classification</u>	<u>Rate of Pay</u>
Kristen Kalinowski	Service Learning Friend of River (FOR)	\$ 2,240 \$ 748
Jeff Smith	PLUS Activity, Safety Patrol, MS	\$ 1,044
John Mendicino	Wrestling, Asst., HS	\$ 4,131
Dave Weiss ²	Football, Asst., HS	\$ 5,111

OCCASIONALS:

*Daniel Scheeff

Bradley Stadtler

Minutes

Board of Education of the Rocky River City School District

SUPPORT PERSONNEL - OCCASIONALS (EXHIBIT K)

CERTIFICATED PERSONNEL - SUBSTITUTE TEACHERS (EXHIBIT L)

1. *Employment conditional upon receipt of a negative drug test screening & satisfactory criminal reference check.*
2. *For any supplemental contract initially awarded to a non-licensed person by this resolution, the Board made such position(s) available to licensed employees of the District, but no qualified licensed employee of the District expressed interest in the position(s); and further the Board advertised the position(s) to qualified licensed personnel outside of the District, but no qualified licensed personnel outside of the District expressed interest in the position(s).*

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO APPROVE ADJUSTMENTS IN SALARY, ASSIGNMENT AND RATE OF PAY

Resolution No. 121-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that adjustments in the salary, assignments and rate of pay be approved:

<u>Name</u>	<u>Reason</u>	<u>Effective</u>	<u>Adjusted Rate of Pay</u>
*Angela Bowman	From: Tutor, .93 FTE To: Tutor, .5 FTE	8/26/13	PR E, Step 7
Kara Truhan	From: Tutor, .93 FTE To: Teacher, 1.0 FTE	8/26/13	BA, Step 1
Dawn Kelly	From: Secretary I, 1.0 FTE To: Secretary III-B, 1.0 FTE	8/12/13	Step 9
Carol O'Toole	From: Lunchroom Monitor, .23 FTE To: Secretary I, 1.0 FTE	8/12/13	Step 1
Anne George	Adjustment in Supplemental Duty	8/1/13	\$ 2,917

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Board of Education of the Rocky River City School District

<u>Name</u>	<u>Reason</u>	<u>Effective</u>	<u>Adjusted Rate of Pay</u>
Candace Hecker	Adjustment in Supplemental Duty	8/1/13	\$ 7,193
Melissa Liberatore	Adjustment in Supplemental Duty	8/1/13	\$ 2,157
Julie Morriss	Adjustment in Supplemental Duty	8/1/13	\$ 7,100
Jeff Petrusis	Adjustment in Supplemental Duty	8/1/13	\$ 4,799

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO TERMINATE EMPLOYEE (EXHIBIT M)

Resolution No. 122-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

Minutes

Board of Education of the Rocky River City School District

RESOLUTION TO AUTHORIZE PAYMENT OF SUBSTITUTE TEACHERS (EXHIBIT N)

Resolution No. 123-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

*RESOLUTION TO ENTER INTO AGREEMENT WITH THE ESC OF CUYAHOGA COUNTY FOR SUBSTITUTE TEACHERS SERVICES (EXHIBIT O)

Resolution No. 124-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO APPROVE CHANGE MANAGEMENT ITEMS (EXHIBIT P)

Resolution No. 125-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

Minutes

Board of Education of the Rocky River City School District

RESOLUTION TO ADOPT COURSES OF STUDY

Resolution No. 126-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the Courses of Study (Business 9-12; Fitness Replacement 9-12; and Social Studies K-12) be adopted.

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO APPROVE TEXTBOOK

Resolution No. 127-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the following textbooks be approved: **Economics and Personal Finance** and **Temas**.

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

Minutes

Board of Education of the Rocky River City School District

RESOLUTION TO ADOPT THE INTERIM END OF COURSE EXAMINATIONS FOR AMERICAN GOVERNMENT AND AMERICAN HISTORY AS DEVELOPED BY DISTRICT STAFF IN ACCORDANCE WITH APPLICABLE RULES AND REGULATIONS.

Resolution No. 128-13

THE BOARD OF EDUCATION OF THE ROCKY RIVER CITY SCHOOL DISTRICT HEREBY ADOPTS THE INTERIM END OF COURSE EXAMINATIONS FOR AMERICAN GOVERNMENT AND AMERICAN HISTORY AS DEVELOPED BY DISTRICT STAFF IN ACCORDANCE WITH APPLICABLE RULES AND REGULATIONS.

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO APPROVE CANDIDATE FOR GRADUATION (EXHIBIT Q)

Resolution No. 129-13

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

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Board of Education of the Rocky River City School District

RESOLUTION TO APPROVE THE HIGH SCHOOL GIRLS TENNIS TEAM TO COMPETE IN THE ANNUAL GIRLS TENNIS RIVALRY MATCH AGAINST MIAMISBURG HIGH SCHOOL, MIAMISBURG, OH.

Resolution No. 130-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the resolution for the High School Girls Tennis Team to compete in the Annual Girls Tennis Rivalry Match against Miamisburg High School, Miamisburg, OH be approved.

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO APPROVE HIGH SCHOOL GIRLS JV AND VARSITY SOCCER TO ATTEND THE 2013 LADY EAGLE INVITATIONAL IN ZIONSVILLE, IN.

Resolution No. 131-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the resolution for the High School Girls JV and Varsity Soccer to attend the 2013 Lady Eagle Invitational in Zionsville, IN be approved.

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

Minutes

Board of Education of the Rocky River City School District

RESOLUTION TO CANCEL THE JULY 10 AND JULY 18, 2013 BOARD OF EDUCATION MEETINGS.

Resolution No. 132-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the cancellation of the July 10 and July 18, 2013 Board of Education Meetings be approved.

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Move
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Second

The resolution was adopted 3 – 0 with 2 absent.

RESOLUTION TO ACCEPT GIFTS TO SCHOOLS

Resolution No. 133-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District that, in accordance with **Board Policy 7230 – Public Gift**, the following be and the same is hereby accepted as an absolute and unconditional gift to the Board without any restrictions or reservations as to the future use thereof.

Mr. Phil Ardussi

A donation of two sets of 34 labeled photos; one set for the Goldwood Time Capsule and one set for Goldwood Primary School.

Anonymous

A donation in the amount of \$5,000.00 to be used by The Rocky River City School District Band Programs.

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Board of Education of the Rocky River City School District

Mr. & Mrs. Michael Russell

A donation of a saxophone valued at \$1,000.00 to be used by the Rocky River Middle School Band Program.

Mr. & Dr. G. Michael Foley

A donation of a Musser M-51 xylophone valued at \$2,300.00 to be used by the Rocky River High School Band.

Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3 – 0 with 2 absent.

OTHER BUSINESS

- Recreation Committee Update - Ms. Goepfert

RESOLUTION TO ADJOURN

Resolution No. 134-13

BE IT RESOLVED by the Board of Education of the Rocky River City School District, that this meeting be adjourned at 5:43 p.m.

Board Member	Vote
Jon Fancher	Aye
Kathy Goepfert	Second
Jay Milano	Absent
Jean Rounds	Absent
Scott Swartz	Move

The resolution was adopted 3– 0 with 2 absent.

President

Treasurer

**EXHIBIT A
BOARD OF EDUCATION MEETING
JUNE 20, 2013**

**RESOLUTION TO RECOGNIZE THE STUDENT ACTIVITIES
BOOSTERS OF ROCKY RIVER CITY SCHOOLS, INC.**

WHEREAS, the Student Activities Boosters of Rocky River City Schools, Inc. are organized to raise funds to support the student activities programs of this school district; and

WHEREAS, the Student Activities Boosters have actively and enthusiastically promoted this purpose; and

WHEREAS, the members of the Student Activities Boosters have most generously given of their time and talent to conduct fund raising activities and to promote all student activity programs; and

WHEREAS, during the 2012-2013 school year the Student Activities Boosters of the Rocky River City Schools, Inc. donated \$55,000.00 for the support of the student activities programs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Rocky River City School District that recognition be given to the Student Activities Boosters of Rocky River City Schools, Inc. for their commitment and dedication to the students of the Rocky River City School District; and

BE IT FURTHER RESOLVED, that special commendation be extended to:

Michael Pease	President
Tracy Blossey	Secretary
Mike Moore	Treasurer
Kim Pease	Co-Concessions Chair
Paige Farling	Co-Concessions Chair
Ann Stemen	Spirit Wear Chair

for their leadership to the Rocky River Boosters during the 2012-2013 school year.

ROCKY RIVER CITY SCHOOLS
 Financial Report by Fund
 FINANCIAL REPORT FOR MAY 2013

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund 001 - GENERAL:							
2,744,702.80	1,055,537.91	31,443,348.58	2,497,243.53	29,114,973.65	5,073,077.73	1,619,693.04	3,453,384.69
TOTAL FOR Fund 002 - BOND RETIREMENT:							
2,091,231.71	56,774.77	4,115,906.40	1,435,664.65	4,419,472.07	1,787,666.04	0.00	1,787,666.04
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:							
48,604.16	14,383.55	699,349.92	21,285.47	151,653.95	596,300.13	8,519.28	587,780.85
TOTAL FOR Fund 004 - BUILDING:							
23,411,769.18	651.53	480,537.46	576,671.13	14,992,319.69	8,899,986.95	7,167,774.66	1,732,212.29
TOTAL FOR Fund 006 - FOOD SERVICE:							
63,183.58	47,171.51	359,901.47	33,798.57	369,806.06	53,278.99	20,911.04	32,367.95
TOTAL FOR Fund 007 - SPECIAL TRUST:							
47,331.67	6,250.00	17,385.00	0.00	23,401.76	41,314.91	0.00	41,314.91
TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES:							
23,076.70	409.00	27,455.99	0.00	27,331.20	23,201.49	2.99	23,198.50
TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES:							
153,299.40	4,347.74	228,912.79	36,382.85	227,753.83	154,458.36	36,241.00	118,217.36
TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:							
97,249.30	6,781.76	73,808.76	4,086.85	57,573.60	113,484.46	23,900.94	89,583.52
TOTAL FOR Fund 019 - OTHER GRANT:							
11,470.99	500.00	63,056.36	3,870.97	49,065.90	25,461.45	1,111.30	24,350.15
TOTAL FOR Fund 022 - DISTRICT AGENCY:							
0.00	17,677.14	115,126.98	121,945.63	121,945.63	6,818.65-	0.00	6,818.65-
TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:							
110,820.90	22,315.00	103,125.46	15,889.16	89,306.19	124,640.17	15,688.53	108,951.64
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:							
42,208.37	15,946.72	323,428.32	36,150.02	408,703.42	43,066.73-	49,068.64	92,135.37-
TOTAL FOR Fund 401 - AUXILIARY SERVICES:							
185,801.11	75.95	1,344,617.44	218,067.84	1,280,861.44	249,557.11	236,554.18	13,002.93
TOTAL FOR Fund 432 - MANAGEMENT INFORMATION SYSTEM							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

ROCKY RIVER CITY SCHOOLS
 Financial Report by Fund
 FINANCIAL REPORT FOR MAY 2013

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	
TOTAL FOR Fund 440 - ENTRY YEAR PROGRAMS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL FOR Fund 451 - DATA COMMUNICATION FUND:	0.00	0.00	7,200.00	0.00	0.00	7,200.00	0.00	7,200.00
TOTAL FOR Fund 452 - SCHOOLNET PROFESS. DEVELOPMEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 504 - EDUCATION JOBS FUND:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 506 - RACE TO THE TOP:	0.00	0.00	2,100.00	0.00	0.00	2,100.00	0.00	2,100.00
TOTAL FOR Fund 516 - IDEA PART B GRANTS:	24,916.71-	99,752.17	669,187.19	39,388.14	630,246.12	14,024.36	23,176.47	9,152.11-
TOTAL FOR Fund 532 - FISCAL STABILIZATION FUND:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 551 - LIMITED ENGLISH PROFICIENCY:	1.55	19.98	14,341.39	154.96	15,154.20	811.26-	0.00	811.26-
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE	1,011.77	27,684.00	207,719.23	19,080.94	215,472.72	6,741.72-	3,710.55	10,452.27-
TOTAL FOR Fund 584 - DRUG FREE SCHOOL GRANT FUND:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 587 - IDEA PRESCHOOL-HANDICAPPED:	0.00	0.00	10,657.01	0.00	10,657.01	0.00	0.00	0.00
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:	0.00	4,969.00	55,751.00	346.52	54,101.19	1,649.81	433.26	1,216.55
TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND	0.00	0.00	12,079.00	0.00	0.00	12,079.00	0.00	12,079.00
GRAND TOTALS:	29,006,846.48	1,381,247.73	40,374,995.75	5,060,027.23	52,259,799.63	17,122,042.60	9,206,785.88	7,915,256.72

**ROCKY RIVER CITY SCHOOL DISTRICT
SUMMARY OF INVESTMENTS AND CASH BALANCES
As of May 31, 2013**

INVESTMENTS:

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost/ Balance</u>	<u>Par Amount</u>	<u>Rate/Yield</u>
<u>Operating Funds</u>					
STAR Ohio		Daily	\$ 385.41		0.040%
Tri State CDARS*** - BAB's - Tri State Commercial Bank	4/11/2013	4/10/2014	\$ 500,000.00	\$ 500,000.00	0.350%
FHLB - Stifel Nicolaus	2/19/2013	2/19/2016	\$ 999,750.00	\$ 1,000,000.00	0.558%
FFCB - Huntington	2/25/2013	2/25/2016	\$ 998,900.00	\$ 1,000,000.00	0.537%
Subtotal			\$ 2,499,035.41	\$ 2,500,000.00	0.508%
Charter One MRA		Daily	\$ 4,827.09		0.000%
Huntington		Daily	\$ 3,878,126.45		0.009%
PNC MMA		Daily	\$ 2,607,830.88		0.100%
Tri-State ICS***		Daily	\$ 5.47		0.050%
PNC Escrow ^^		Daily	\$ 241,071.80		0.000%
Bond Issue investments*		Daily	\$ 7,413,570.30		0.360%
Subtotal			\$ 14,145,431.99		0.210%
***50/50 investment required					
^^all interest will be allocated to specific contractors					
Total Investments			\$ 16,644,467.40		0.255%
<u>CASH:</u>					
Demand Deposit Accounts - Net			\$ 476,275.20		
Change Funds			\$ 1,300.00		
Sub-Total			\$ 477,575.20		
Total Investments and Cash			\$ 17,122,042.60		

* See next page for detail

ROCKY RIVER CITY SCHOOL DISTRICT
SUMMARY OF BOND ISSUE INVESTMENTS AND CASH BALANCES
As of May 31, 2013

INVESTMENTS:

<u>INVESTMENT TYPE/ISSUE</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Cost/ Balance</u>	<u>Par Amount</u>	<u>Rate/Yield</u>
FHLB - BAB's - Huntington	12/9/2011	6/7/2013	\$ 2,000,100.00	\$ 2,000,000.00	0.340%
Tri State CDARS - TE's - Tri State Commercial Bank	6/28/2012	6/27/2013	\$ 1,000,000.00	\$ 1,000,000.00	0.400%
Tri State CDARS*** - TE's - Tri State Commercial Bank	8/16/2012	8/15/2013	\$ 460,000.00	\$ 460,000.00	1.000%
Subtotal			\$ 3,460,100.00	\$ 3,460,000.00	0.445%

BANKS/ISSUE

First Federal of Lakewood - TE's	Daily	\$ 975,231.08	0.350%
First Federal of Lakewood - BAB's	Daily	\$ 2,117,863.71	0.350%
PNC - BAB's	Daily	\$ 10,664.08	0.100%
PNC - QSCB's	Daily	\$ 158,419.04	0.100%
Star Ohio - Bldg. Fund BAB's	Daily	\$ 231,140.11	0.040%
Tri-State - BAB's ICS***	Daily	\$ 44.08	0.050%
Tri-State - TE's ICS***	Daily	\$ 460,108.20	0.050%
Subtotal		\$ 3,953,470.30	0.286%

*** 50/50 Investment Required

Note: The maximum balance available to be on deposit with First Federal of Lakewood is \$5,000,000 per their requirements contained in the current depository agreement with them.

Total Investments **\$ 7,413,570.30** **0.360%**

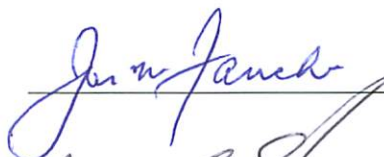
Treasurer's Certificate

Section 5705.412, RC


In the matter of: the Supplemental Appropriation Measure for the fiscal year ending **June 30, 2013**, Resolution No. 118.6-13

IT IS HEREBY CERTIFIED that the Rocky River City School DISTRICT BOARD OF EDUCATION, CUYAHOGA COUNTY, OHIO, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

Dated: 6/20/13


Board President


Superintendent


Treasurer of the Board of Education of the
Rocky River City School District
Cuyahoga County, Ohio

Treasurer's Certificate

Section 5705.412, RC

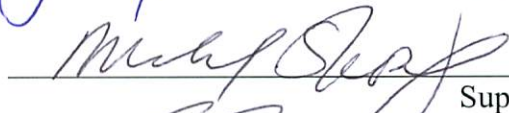
In the matter of: the Permanent Appropriation Measure for fiscal year ending **June 30, 2014**, Resolution No. 118.10-13

IT IS HEREBY CERTIFIED that the Rocky River City School DISTRICT BOARD OF EDUCATION, CUYAHOGA COUNTY, OHIO, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

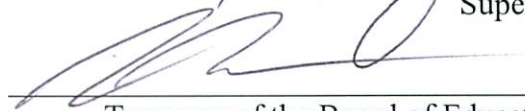
Dated: June 20, 2013



Board President



Superintendent



Treasurer of the Board of Education of the
Rocky River City School District
Cuyahoga County, Ohio

Rocky River City School District
 Appropriation Summary as of May 31, 2013 - All Funds
 With Certified Resources For FY 2013 To Date

EXHIBIT C

Fund Name	USAS Fund No.	Budget as of 4/30/13	Net Changes May 2013	Revised Budget as of 5/31/13	P/Y Encumbrances	Total Expendable as of 5/31/13	Certificate of Estimated Resources - Amendment #10	Resources Over/(Under) Revised Budget	Add/(Reduce) Amount of "Other Sources" on Amendment #10	Revised Est. Resources Amendment #11
General Fund	001	\$32,455,580	\$17,014	\$32,472,594	\$329,920	\$32,802,514	\$35,426,256 x	\$2,953,662	\$45,961	\$35,472,217
Bond Retirement	002	4,430,389	0	4,430,389	-	4,430,389	6,320,917 x	1,890,528		\$6,320,917
Permanent Improvement	003	697,752	0	697,752	-	697,752	741,178 x	43,426		741,178
Building	004	1,775,297	0	1,775,297	20,612,304	22,387,602	3,566,465 x	1,791,167		3,566,465
Food Service	006	456,884	0	456,884	3,225	460,110	494,358 x	37,474		494,358
Trust - Band Uniform Fund	007-9007	-	3,000	3,000	19,699	22,699	- x	(3,000)	3,000	3,000
Trust - Scholarship	007-9008	20,000	0	20,000	-	20,000	34,582 x	14,582		34,582
Trust - Unclaimed Funds	007-9009	500	0	500	-	500	12,327 x	11,827		12,327
Trust - Rocky River Angel Fund	007-9907	-	0	-	-	-	-	0		-
Trust - Rocky River Angel Fund - Goldwood	007-9908	750	0	750	-	750	1,107 x	357		1,107
Trust - Technology Improvement Fund	007-9909	-	0	-	-	-	216 x	216		216
Trust - Herb Score Memorial Fund	007-9910	-	0	-	-	-	-	0		-
Uniform School Supply	009	27,350	0	27,350	-	27,350	47,077 x	19,727		47,077
Rotary Funds	011	258,164	12,300	270,464	8,415	278,879	363,208 x	92,743	13,300	376,508
School Support Funds	018	90,531	(2,200)	88,331	4,012	92,343	170,908 x	82,577	0	170,908
Private Source Grants	019	64,139	350	64,489	300	64,789	71,177 x	6,688		71,177
District Agency - Workers Comp/Retirement	022	124,400	0	124,400	-	124,400	137,000 x	12,600	0	137,000
Self-Insurance Fund	024	-	0	-	-	-	-	0		-
Student Activities	200	176,060	3,480	179,540	2,541	182,081	285,080	105,540	3,136	288,216
Athletic and Co-Curricular	300	433,489	8,750	442,239	26,487	468,726	451,136 x	8,897	1,600	452,736
<i>State Grants:</i>										
Auxiliary Services (Private Schools)	401	1,482,188	233	1,482,420	47,922	1,530,343	1,482,289 x	(132)	157	1,482,446
EMIS	432	-	0	-	-	-	-	0		-
Entry Year Programs	440	-	0	-	-	-	-	0		-
Data Communications	451	-	0	-	-	-	3,600 x	3,600		3,600
School Net - Professional Dev.	452	-	0	-	-	-	-	0		-
Misc State Grants	499	-	0	-	-	-	-	0		-
<i>Federal Grants:</i>										
Federal Ed Jobs	504	-	0	-	-	-	-	0		-
Resident Educator Program	506	-	2,100	2,100	-	2,100	2,100 x	0		2,100
IDEA-B	516	692,562	0	692,562	7,859	700,421	692,562 x	0		692,562
School District Fiscal Stabilization	532	-	0	-	-	-	-	0		-
Title III - Limited English Proficiency/Immigrant	551	15,464	0	15,464	-	15,464	15,465 x	2		15,465
Title I	572	238,187	0	238,187	-	238,187	238,187 x	0	0	238,187
Title V	573	-	0	-	-	-	-	0		-
Drug-Free Schools	584	-	0	-	-	-	-	0		-
Preschool - Special Education	587	10,657	0	10,657	-	10,657	10,657 x	0		10,657
Title II-A	590	56,215	0	56,215	-	56,215	56,215 x	0		56,215
Misc. Federal Grants	599	-	0	-	-	-	12,079 x	12,079		12,079
Total All Funds		\$43,506,557	\$45,028	\$43,551,585	\$21,062,684	\$64,614,269	\$50,636,146	\$7,084,560	\$67,154	\$50,703,300

Amended appropriation passed at the 6/20/13 meeting of the Rocky River Board of Education

Amended Certificate has been or will be requested from the County Budget Commission

VENDOR NO	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO	PAYMENT
324136	300	4511	590	958H	000000	033		\$4,198.40	43577	\$4,198.40 4/9/13
HS ATHLETICS BASEBALL										

APPROPRIATION TRANSFER ATTACHED

Rr

ROCKY RIVER CITY SCHOOL DISTRICT
BOARD OF EDUCATION OFFICE
 21600 CENTER RIDGE ROAD
 ROCKY RIVER, OHIO 44116-3980
 440-333-6000

PURCHASE ORDER NO.
65541

ORIGINATOR DATE 5/23/13	DATE REQUESTED FOR DELIVERY BY ASAP	AUTHORIZATION #	CHECK IF GROUP PURCHASING <input type="checkbox"/>
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VENDOR

FAN CLOTH PRODUCTS LLC
 912 113th STREET
 ARLINGTON, TX 76011

ATTN:

- OTHER _____
- Board Office
21600 Center Ridge Rd.
- Goldwood Primary School 21600 Center Ridge Rd.
- Kensington Intermediate School 20140 Lake Rd.
- Middle School 1631 Lakeview Rd.
- High School 20951 Detroit Rd.

QUANTITY	DESCRIPTION AND CATALOG NUMBER	UNIT PRICE	AMOUNT
	BASEBALL SPIRITWEAR FOR FUNDRAISING		\$4,198.40
RECEIVED JUN 3 - 2013 TREASURER'S OFFICE ROCKY RIVER CITY SCHOOL DISTRICT			TOTAL \$4,198.40

TREASURER'S CERTIFICATE

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding.

5/23/13

DATE

TREASURER

INSTRUCTIONS TO VENDOR

- ALL SHIPMENTS MUST BE PREPAID.
- EXEMPT FROM FEDERAL EXCISE TAX - FEDERAL I.D. #34-6002315 - AND OHIO SALES TAX.
- ROCKY RIVER BOARD OF EDUCATION WILL NOT IN ANY MANNER BE RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE ON ITS ACCOUNT UNLESS AUTHORIZED.
- THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

ORIGINATOR'S OFFICE

CENTRAL OFFICE

APPROVED FOR PAYMENT

MARK WAGNER

PARTIAL FULL

ORIGINATOR


PRINCIPAL
ENCUMBERED

BY 

COORDINATOR/MANAGER/FOREMAN/OTHER

DIVISION ADMINISTRATOR

DATE 5.30.13

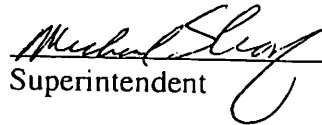
**THEN AND NOW
CERTIFICATE**

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$ 4,198.40 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 Rocky River Board of Education free from any previous encumbrance.

When the fiscal officer of the Rocky River City School District is using the "Then and Now Certificate" and the amount certified exceeds \$3,000, then the fiscal officer must obtain the legislative authority's approval by resolution. This approval must be obtained within 30 days of the legislative authority's receipt of the certificate.



Treasurer



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

Date: Auditor of State Bulletin 6/20/97
Revised effective April 7, 2003

VENDOR NO	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO	PAYMENT
345250	004	5600	620	911B	0	033	411	\$3399.00		
	001	2720	640	0	0	041				

APPROPRIATION TRANSFER ATTACHED

Rr

ROCKY RIVER CITY SCHOOL DISTRICT
BOARD OF EDUCATION OFFICE
 21600 CENTER RIDGE ROAD
 ROCKY RIVER, OHIO 44116-3980
 440-333-6000

PURCHASE ORDER NO.

64719

ORIGINATOR DATE 12/20/12	DATE REQUESTED FOR DELIVERY BY ENCUMBERING ONLY; PLEASE	AUTHORIZATION # DO NOT MAIL	CHECK IF GROUP PURCHASING <input type="checkbox"/>
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VENDOR

GEM INDUSTRIAL
 6411 GRANGER ROAD
 INDEPENDENCE OH 44131

S
H
I
P
T
O

ATTN:

OTHER _____

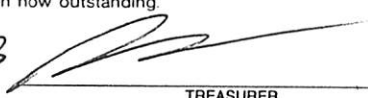
- Board Office
21600 Center Ridge Rd.
- Service Building 20951 Detroit Rd.

- Goldwood Primary School 21600 Center Ridge Rd.
- Kensington Intermediate School 20140 Lake Rd.
- Middle School 1631 Lakeview Rd.
- High School 20951 Detroit Rd.

QUANTITY	DESCRIPTION AND CATALOG NUMBER	UNIT PRICE	AMOUNT
	PURCHASE MITSUBISHI UNITS FOR KENSINGTON TECH ROOM (#40286)		\$3399.00
TOTAL ...			\$3399.00

TREASURER'S CERTIFICATE

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding.

5/23/13 
 DATE TREASURER

INSTRUCTIONS TO VENDOR

- ALL SHIPMENTS MUST BE PREPAID.
- EXEMPT FROM FEDERAL EXCISE TAX - FEDERAL I.D. #34-6002315 - AND OHIO SALES TAX.
- ROCKY RIVER BOARD OF EDUCATION WILL NOT IN ANY MANNER BE RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE ON ITS ACCOUNT UNLESS AUTHORIZED.
- THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

DATE SUPPORT SERVICES

ORIGINATOR'S OFFICE

CENTRAL OFFICE

APPROVED FOR PAYMENT

LAUREL MAIER

ORIGINATOR

RICH THOMAS

COORDINATOR/MANAGER/FOREMAN/OTHER

PRINCIPAL

DIVISION ADMINISTRATOR

PARTIAL FULL

BY _____

DATE _____

**THEN AND NOW
CERTIFICATE**

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$ 3399.00 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 Rocky River Board of Education free from any previous encumbrance.

When the fiscal officer of the Rocky River City School District is using the "Then and Now Certificate" and the amount certified exceeds \$3,000, then the fiscal officer must obtain the legislative authority's approval by resolution. This approval must be obtained within 30 days of the legislative authority's receipt of the certificate.



Treasurer



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

Date: Auditor of State Bulletin 6/20/97
Revised effective April 7, 2003

VENDOR NO	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO	PAYMENT
345250	004	5600	620	9118 8900	0 -	033	414	\$8120.05		

APPROPRIATION TRANSFER ATTACHED

Rr

ROCKY RIVER CITY SCHOOL DISTRICT
BOARD OF EDUCATION OFFICE
 21600 CENTER RIDGE ROAD
 ROCKY RIVER, OHIO 44116-3980
 440-333-6000

PURCHASE ORDER NO.
65103

ORIGINATOR DATE 12/20/12	DATE REQUESTED FOR DELIVERY BY ENCUMBERING ONLY; PLEASE	AUTHORIZATION # DO NOT MATT.	CHECK IF GROUP PURCHASING <input type="checkbox"/>
VENDOR GEM INDUSTRIAL 6411 GRANGER ROAD INDEPENDENCE OH 44131		ATTN: <input type="checkbox"/> OTHER _____ <input type="checkbox"/> Board Office 21600 Center Ridge Rd. <input type="checkbox"/> Service Building 20951 Detroit Rd.	<input type="checkbox"/> Goldwood Primary School 21600 Center Ridge Rd. <input type="checkbox"/> Kensington Intermediate School 20140 Lake Rd. <input type="checkbox"/> Middle School 1631 Lakeview Rd. <input type="checkbox"/> High School 20951 Detroit Rd.

QUANTITY	DESCRIPTION AND CATALOG NUMBER	UNIT PRICE	AMOUNT
	RENTAL OF A/C UNITS (PORTABLE) (#39578)		\$8120.05
TOTAL ...			\$8,120.05

TREASURER'S CERTIFICATE

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding.

5/23/13 _____
 DATE TREASURER

INSTRUCTIONS TO VENDOR

- ALL SHIPMENTS MUST BE PREPAID.
- EXEMPT FROM FEDERAL EXCISE TAX - FEDERAL I.D. #34-6002315 - AND OHIO SALES TAX.
- ROCKY RIVER BOARD OF EDUCATION WILL NOT IN ANY MANNER BE RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE ON ITS ACCOUNT UNLESS AUTHORIZED.
- THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

DATE _____ SUPPORT SERVICES _____

ORIGINATOR'S OFFICE	CENTRAL OFFICE	APPROVED FOR PAYMENT
LAUREL MAIER ORIGINATOR	PRINCIPAL	<input type="checkbox"/> PARTIAL <input checked="" type="checkbox"/> FULL
RICH THOMAS COORDINATOR/MANAGER/FOREMAN/OTHER	 DIVISION ADMINISTRATOR	BY <u>JBC</u> DATE <u>5/30/13</u>

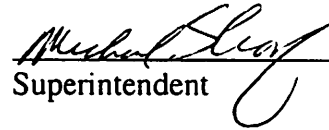
**THEN AND NOW
CERTIFICATE**

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$ 8120.05 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 Rocky River Board of Education free from any previous encumbrance.

When the fiscal officer of the Rocky River City School District is using the "Then and Now Certificate" and the amount certified exceeds \$3,000, then the fiscal officer must obtain the legislative authority's approval by resolution. This approval must be obtained within 30 days of the legislative authority's receipt of the certificate.



Treasurer



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

Date: Auditor of State Bulletin 6/20/97
Revised effective April 7, 2003

VENDOR NO	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO	PAYMENT
345250	004	5600	620	945 0000	-0-	033	44	\$4,300.00 1,600 ³²		
	001	2720	620	-0-	-0-	041		2,700 ⁰⁰		

APPROPRIATION TRANSFER ATTACHED

Rr

ROCKY RIVER CITY SCHOOL DISTRICT
BOARD OF EDUCATION OFFICE
 21600 CENTER RIDGE ROAD
 ROCKY RIVER, OHIO 44116-3980
 440-333-6000

PURCHASE ORDER NO.
65102

ORIGINATOR DATE 12/20/12	DATE REQUESTED FOR DELIVERY BY ENCUMBERING ONLY; PLEASE DO NOT MAIL	AUTHORIZATION #	CHECK IF GROUP PURCHASING <input type="checkbox"/>
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VENDOR GEM INDUSTRIAL 6411 GRANGER ROAD INDEPENDENCE OH 44131	ATTN: S H I P T <input type="checkbox"/> OTHER _____ <input type="checkbox"/> Board Office 21600 Center Ridge Rd. <input type="checkbox"/> Service Building 20951 Detroit Rd.	<input type="checkbox"/> Goldwood Primary School 21600 Center Ridge Rd. <input type="checkbox"/> Kensington Intermediate School 20140 Lake Rd. <input type="checkbox"/> Middle School 1631 Lakeview Rd. <input type="checkbox"/> High School 20951 Detroit Rd.
--	--	---

QUANTITY		UNIT PRICE	AMOUNT
	HVAC CONSTRUC		\$4,300.00
TOTAL ...			\$4,300.00

Aug -

Per your request!

Dynn

TREASURER'S CERTIFICATE

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding.

5/23/13 _____
 DATE TREASURER

INSTRUCTIONS TO VENDOR

- ALL SHIPMENTS MUST BE PREPAID.
- EXEMPT FROM FEDERAL EXCISE TAX - FEDERAL I.D. #34-6002315 - AND OHIO SALES TAX.
- ROCKY RIVER BOARD OF EDUCATION WILL NOT IN ANY MANNER BE RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE ON ITS ACCOUNT UNLESS AUTHORIZED
- THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

DATE SUPPORT SERVICES _____

ORIGINATOR'S OFFICE	CENTRAL OFFICE	APPROVED FOR PAYMENT
LAUREL MAIER ORIGINATOR	 PRINCIPAL	<input type="checkbox"/> PARTIAL <input checked="" type="checkbox"/> FULL BY
RICH THOMAS COORDINATOR/MANAGER/FOREMAN/OTHER	 DIVISION ADMINISTRATOR	DATE 5/30/13

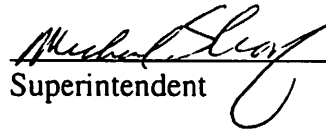
**THEN AND NOW
CERTIFICATE**

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$ 4300.00 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 Rocky River Board of Education free from any previous encumbrance.

When the fiscal officer of the Rocky River City School District is using the "Then and Now Certificate" and the amount certified exceeds \$3,000, then the fiscal officer must obtain the legislative authority's approval by resolution. This approval must be obtained within 30 days of the legislative authority's receipt of the certificate.



Treasurer



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

Date: Auditor of State Bulletin 6/20/97
Revised effective April 7, 2003

VENDOR NO	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO	PAYMENT
345250	004	5600	620	0000 9770	-0-	033	414	2,050.00 \$3050.00		
	001	2720	620	-0-	-0-	041		1,000.00		

APPROPRIATION TRANSFER ATTACHED

Rr

ROCKY RIVER CITY SCHOOL DISTRICT
BOARD OF EDUCATION OFFICE
 21600 CENTER RIDGE ROAD
 ROCKY RIVER, OHIO 44116-3980
 440-333-6000

PURCHASE ORDER NO.

65101

ORIGINATOR DATE 12/20/12	DATE REQUESTED FOR DELIVERY BY ENCUMBERING ONLY; PLEASE	AUTHORIZATION # DO NOT MAIL	CHECK IF GROUP PURCHASING <input type="checkbox"/>
-----------------------------	--	--------------------------------	---

VENDOR

GEM INDUSTRIAL
 6411 GRANGER ROAD
 INDEPNENCE OH 44131

S
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ATTN:

OTHER _____

- Board Office
21600 Center Ridge Rd.
- Service Building 20951 Detroit Rd.

- Goldwood Primary School 21600 Center Ridge Rd.
- Kensington Intermediate School 20140 Lake Rd.
- Middle School 1631 Lakeview Rd.
- High School 20951 Detroit Rd.

QUANTITY	DESCRIPTION AND CATALOG NUMBER	UNIT PRICE	AMOUNT
	ADDITIONAL A/C UNITS, VARIOUS LOCATIONS AND PROBLEMS (#39827)		\$3050.00
TOTAL ...			\$3050.00

TREASURER'S CERTIFICATE



INSTRUCTIONS TO VENDOR

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding

1. ALL SHIPMENTS MUST BE PREPAID.
2. EXEMPT FROM FEDERAL EXCISE TAX - FEDERAL I.D. #34-6002315 - AND OHIO SALES TAX.
3. ROCKY RIVER BOARD OF EDUCATION WILL NOT IN ANY MANNER BE RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE ON ITS ACCOUNT UNLESS AUTHORIZED.
4. THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

5/23/13 
 DATE TREASURER

DATE SUPPORT SERVICES

ORIGINATOR'S OFFICE	CENTRAL OFFICE	APPROVED FOR PAYMENT
LAUREL MAIER ORIGINATOR	 PRINCIPAL	<input type="checkbox"/> PARTIAL <input checked="" type="checkbox"/> FULL
RICH THOMAS COORDINATOR/MANAGER/FOREMAN/OTHER	DIVISION ADMINISTRATOR	BY  DATE 5/30/13

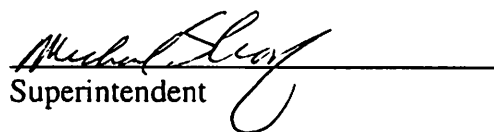
**THEN AND NOW
CERTIFICATE**

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$ 3050.00 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 Rocky River Board of Education free from any previous encumbrance.

When the fiscal officer of the Rocky River City School District is using the "Then and Now Certificate" and the amount certified exceeds \$3,000, then the fiscal officer must obtain the legislative authority's approval by resolution. This approval must be obtained within 30 days of the legislative authority's receipt of the certificate.



Treasurer



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

Date: Auditor of State Bulletin 6/20/97
Revised effective April 7, 2003

	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO.	PAYMENT
10	001	2610	419	0000	000000	046		\$9,481.25	5649	\$9,481.25 <i>(2/21/13)</i>

APPROPRIATION TRANSFER ATTACHED

Rr

ROCKY RIVER CITY SCHOOL DISTRICT
BOARD OF EDUCATION OFFICE
 21600 CENTER RIDGE ROAD
 ROCKY RIVER, OHIO 44116-3980
 440-333-6000

PURCHASE ORDER NO.
65461

ORIGINATOR DATE 5/23/13	DATE REQUESTED FOR DELIVERY BY FOR ENCUMBERING ONLY	AUTHORIZATION #	CHECK IF GROUP PURCHASING <input type="checkbox"/>
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VENDOR CONSTRUCTION PROCESS SOLUTIONS, LTD 4327 RED BANK ROAD CINCINNATI, OHIO 45227	ATTN: <input type="checkbox"/> OTHER <input type="checkbox"/> Board Office 21600 Center Ridge Rd. <input type="checkbox"/> Service Building 20951 Detroit Rd.	<input type="checkbox"/> Goldwood Primary School 21600 Center Ridge Rd. <input type="checkbox"/> Kensington Intermediate School 20140 Lake Rd. <input type="checkbox"/> Middle School 1631 Lakeview Rd. <input type="checkbox"/> High School 20951 Detroit Rd.
---	---	---

QUANTITY	DESCRIPTION AND CATALOG NUMBER	UNIT PRICE	AMOUNT
	CONSULTING SERVICES FOR FEBRUARY 2013		\$9,481.25

RECEIVED
MAY 30 2013
 TREASURER'S OFFICE
 ROCKY RIVER CITY SCHOOL DISTRICT

TOTAL... \$9,481.25

<p>TREASURER'S CERTIFICATE</p> <p>It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding.</p> <p>5/23/13 <i>[Signature]</i> DATE TREASURER</p>	<p>INSTRUCTIONS TO VENDOR</p> <ol style="list-style-type: none"> ALL SHIPMENTS MUST BE PREPAID. EXEMPT FROM FEDERAL EXCISE TAX - FEDERAL I.D. #34-6002315 - AND OHIO SALES TAX. ROCKY RIVER BOARD OF EDUCATION WILL NOT IN ANY MANNER BE RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE ON ITS ACCOUNT UNLESS AUTHORIZED. THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
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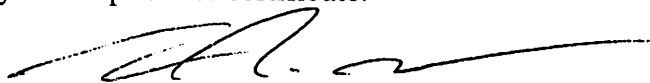
<p>ORIGINATOR'S OFFICE</p> <p>S. GIFFORD / S. KISSELL</p> <p>ORIGINATOR</p>	<p>CENTRAL OFFICE</p> <p><i>[Signature]</i> PRINCIPAL</p> <p>COORDINATOR/MANAGER/FOREMAN/OTHER</p>	<p>APPROVED FOR PAYMENT</p> <p><input type="checkbox"/> PARTIAL <input checked="" type="checkbox"/> FULL</p> <p>BY <i>[Signature]</i></p> <p>DATE 5-28-13</p>
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ENCUMBERED

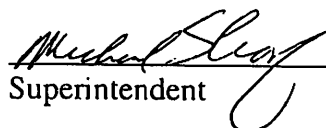
**THEN AND NOW
CERTIFICATE**

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$ 9,481.25 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 Rocky River Board of Education free from any previous encumbrance.

When the fiscal officer of the Rocky River City School District is using the "Then and Now Certificate" and the amount certified exceeds \$3,000, then the fiscal officer must obtain the legislative authority's approval by resolution. This approval must be obtained within 30 days of the legislative authority's receipt of the certificate.



Treasurer



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

Date: Auditor of State Bulletin 6/20/97
Revised effective April 7, 2003

VENDOR NO	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO	PAYMENT
208751	001	2510	418	0000	000000	048	00	\$4,500.00		\$4,500.00

APPROPRIATION TRANSFER ATTACHED

Rr

ROCKY RIVER CITY SCHOOL DISTRICT
BOARD OF EDUCATION OFFICE
 21600 CENTER RIDGE ROAD
 ROCKY RIVER, OHIO 44116-3980
 440-333-6000

PURCHASE ORDER NO.
65454

ORIGINATOR DATE 3/22/13	DATE REQUESTED FOR DELIVERY BY FOR ENCUMBERING ONLY	AUTHORIZATION #	CHECK IF GROUP PURCHASING <input type="checkbox"/>
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VENDOR

RITLEY
 CHARLES M. RITLEY ASSOCIATES LLC
 23875 COMMERCE PARK ROAD
 BEACHWOOD, OHIO 44122

S
H
I
P
T
O

ATTN:

OTHER _____

Board Office

21600 Center Ridge Rd.

Service Building 20951 Detroit Rd.

Goldwood Primary School 21600 Center Ridge Rd.

Kensington Intermediate School 20140 Lake Rd.

Middle School 1631 Lakeview Rd.

High School 20951 Detroit Rd.

QUANTITY	DESCRIPTION AND CATALOG NUMBER	UNIT PRICE	AMOUNT
	PROFESSIONAL SERVICES - APPRASIAL AND REPORT		\$4,500.00
TOTAL...			\$4,500.00

TREASURER'S CERTIFICATE

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding.

5/1/13

DATE

TREASURER

INSTRUCTIONS TO VENDOR

1. ALL SHIPMENTS MUST BE PREPAID.
2. EXEMPT FROM FEDERAL EXCISE TAX - FEDERAL I.D. #34-6002315 - AND OHIO SALES TAX.
3. ROCKY RIVER BOARD OF EDUCATION WILL NOT IN ANY MANNER BE RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE ON ITS ACCOUNT UNLESS AUTHORIZED.
4. THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

DATE

SUPPORT SERVICES

ORIGINATOR'S OFFICE	CENTRAL OFFICE	APPROVED FOR PAYMENT
S. GIFFORD / S. KISSELL		<input type="checkbox"/> PARTIAL <input checked="" type="checkbox"/> FULL
ORIGINATOR	PRINCIPAL	BY <i>A. Kussell</i>
COORDINATOR/MANAGER/FOREMAN/OTHER	DIVISION ADMINISTRATOR	DATE 5/13/13

VENDOR NO	FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	AMOUNT	INVOICE NO	PAYMENT
639100	001	2729 2760	429	0000	000000	041		3,535.00	7572416244	3,535.00 <u>4/14/13</u>

APPROPRIATION TRANSFER ATTACHED

Rr

ROCKY RIVER CITY SCHOOL DISTRICT
BOARD OF EDUCATION OFFICE
 21600 CENTER RIDGE ROAD
 ROCKY RIVER, OHIO 44116-3980
 440-333-6000

PURCHASE ORDER NO.
65025

ORIGINATOR DATE 05/17/13	DATE REQUESTED FOR DELIVERY BY	AUTHORIZATION #	CHECK IF GROUP PURCHASING <input type="checkbox"/>
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VENDOR	SIMPLEX GRINNEL DEPT. CH 10320 PALATINE, IL 60055-0320	S H I P T O ATTN: <input type="checkbox"/> OTHER <input type="checkbox"/> Board Office 21600 Center Ridge Rd. <input type="checkbox"/> Service Building 20951 Detroit Rd. <input type="checkbox"/> Goldwood Primary School 21600 Center Ridge Rd. <input type="checkbox"/> Kensington Intermediate School 20140 Lake Rd. <input type="checkbox"/> Middle School 1631 Lakeview Rd. <input type="checkbox"/> High School 20951 Detroit Rd.
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QUANTITY	DESCRIPTION AND CATALOG NUMBER	UNIT PRICE	AMOUNT
	District Monitoring		
RECEIVED			
MAY 21 2013			
TREASURER'S OFFICE ROCKY RIVER CITY SCHOOL DISTRICT			
TOTAL			\$3,535.00

TREASURER'S CERTIFICATE

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the Rocky River City School District free from any obligation or certification now outstanding.

5/17/13 *[Signature]*
 DATE TREASURER

INSTRUCTIONS TO VENDOR

- ALL SHIPMENTS MUST BE PREPAID
- EXEMPT FROM FEDERAL EXCISE TAX - FEDERAL I.D. #34-6002315 - AND OHIO SALES TAX.
- ROCKY RIVER BOARD OF EDUCATION WILL NOT IN ANY MANNER BE RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE ON ITS ACCOUNT UNLESS AUTHORIZED
- THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

DATE SUPPORT SERVICES

ORIGINATOR'S OFFICE

S. GIFFORD/D. Napper
 ORIGINATOR

ENCUMBERED

COORDINATOR/MANAGER/FOREMAN/OTHER

CENTRAL OFFICE

[Signature]
 PRINCIPAL

DIVISION ADMINISTRATOR

APPROVED FOR PAYMENT

PARTIAL FULL

BY *[Signature]*
 DATE 5/17/13

**THEN AND NOW
CERTIFICATE**

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$ 3,535.⁰⁰ 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 Rocky River Board of Education free from any previous encumbrance.

When the fiscal officer of the Rocky River City School District is using the "Then and Now Certificate" and the amount certified exceeds \$3,000, then the fiscal officer must obtain the legislative authority's approval by resolution. This approval must be obtained within 30 days of the legislative authority's receipt of the certificate.



Treasurer



Superintendent

For amounts over \$3,000:

Board Resolution Number Date

Date: Auditor of State Bulletin 6/20/97
Revised effective April 7, 2003

Rocky River City School District
 Appropriation Summary as of June 30, 2013 - All Funds
 With Certified Resources For FY 2013 To Date
FINAL

EXHIBIT E

June 20, 2013 Regular Board Meeting Exhibit E										
Fund Name	USAS Fund No.	Budget as of 5/31/13	Net Changes June 2013	Revised Budget as of 6/30/13	P/Y Encumbrances	Total Expendable as of 6/30/13	Certificate of Estimated Resources - Amendment #11	Resources Over/(Under) Revised Budget	Add/(Reduce) Amount of "Other Sources" on Amendment #11	Revised Est. Resources Amendment #12
General Fund	001	\$32,472,594	\$500,000	\$32,972,594	\$329,920	\$33,302,514	\$35,472,217 x	\$2,499,623		\$35,472,217
Bond Retirement	002	4,430,389	0	4,430,389	-	4,430,389	\$6,320,917 x	1,890,528		\$6,320,917
Permanent Improvement	003	697,752	0	697,752	-	697,752	741,178 x	43,426	8,662	749,839
Building	004	1,775,297	757,036	2,532,333	20,612,304	23,144,638	3,566,465 x	1,034,131		3,566,465
Food Service	006	456,884	(52,000)	404,884	3,225	408,110	494,358 x	89,474	(35,000)	459,358
Trust - Band Uniform Fund	007-9007	3,000	0	3,000	19,699	22,699	3,000 x	0		3,000
Trust - Scholarship	007-9008	20,000	1,750	21,750	-	21,750	34,582	12,832		34,582
Trust - Unclaimed Funds	007-9009	500	0	500	-	500	12,327 x	11,827		12,327
Trust - Rocky River Angel Fund	007-9907	-	0	-	-	-	-	0		-
Trust - Rocky River Angel Fund - Goldwood	007-9908	750	0	750	-	750	1,107 x	357		1,107
Trust - Technology Improvement Fund	007-9909	-	0	-	-	-	216 x	216		216
Trust - Herb Score Memorial Fund	007-9910	-	0	-	-	-	-	0		-
Uniform School Supply	009	27,350	0	27,350	-	27,350	47,077 x	19,727		47,077
Rotary Funds	011	270,464	280	270,744	8,415	279,159	376,508 x	105,763		376,508
School Support Funds	018	88,331	(15,800)	72,531	4,012	76,542	170,908 x	98,377		170,908
Private Source Grants	019	64,489	(53)	64,437	300	64,737	71,177 x	6,741		71,177
District Agency - Workers Comp/Retirement	022	124,400	0	124,400	-	124,400	137,000 x	12,600		137,000
Self-Insurance Fund	024	-	0	-	-	-	-	0		-
Student Activities	200	179,540	0	179,540	2,541	182,081	288,216 x	108,676		288,216
Athletic and Co-Curricular	300	442,239	0	442,239	26,487	468,726	452,736 x	10,497		452,736
<i>State Grants:</i>										
Auxiliary Services (Private Schools)	401	1,482,420	0	1,482,420	47,922	1,530,343	1,482,446 x	26		1,482,446
EMIS	432	-	0	-	-	-	-	0		-
Entry Year Programs	440	-	0	-	-	-	-	0		-
Data Communications	451	-	7,200	7,200	-	7,200	3,600 x	(3,600)	3,600	7,200
School Net - Professional Dev.	452	-	0	-	-	-	-	0		-
Misc State Grants	499	-	0	-	-	-	-	0		-
<i>Federal Grants:</i>										
Federal Ed Jobs	504	-	0	-	-	-	-	0		-
Resident Educator Program	506	2,100	0	2,100	-	2,100	2,100 x	0		2,100
IDEA-B	516	692,562	0	692,562	7,859	700,421	692,562 x	0		692,562
School District Fiscal Stabilization	532	-	0	-	-	-	-	0		-
Title III - Limited English Proficiency/Immigrant	551	15,464	0	15,464	-	15,464	15,465 x	2		15,465
Title I	572	238,187	0	238,187	-	238,187	238,187 x	0		238,187
Title V	573	-	0	-	-	-	-	0		-
Drug-Free Schools	584	-	0	-	-	-	-	0		-
Preschool - Special Education	587	10,657	0	10,657	-	10,657	10,657 x	0		10,657
Title II-A	590	56,215	0	56,215	-	56,215	56,215 x	0		56,215
Misc. Federal Grants	599	-	0	-	-	-	12,079 x	12,079		12,079
Total All Funds		\$43,551,585	\$1,198,413	\$44,749,998	\$21,062,684	\$65,812,682	\$50,703,300	\$5,953,302	(\$22,738)	\$50,680,562

Amended appropriation passed at the 6/20/13 meeting of the Rocky River Board of Education

Amended Certificate has been or will be requested from the County Budget Commission

**Rocky River Board of Education
Listing of Transfers and Advances
Fiscal Year Ended June 30, 2013
June 20, 2013 Board Meeting (Agenda Exhibit F)**

TRANSFERS:

<u>From Fund:</u>	<u>To Fund:</u>	<u>Amount (Not to Exceed):</u>
001-General Fund	300-Student-Managed Student Activity Fund	\$60,000*

ADVANCES:

None

* Transfer amount will be distributed to various cost centers within Fund 300 as deemed necessary by the Treasurer

Rocky River City School District
Annual Appropriations
Fiscal Year Ending June 30, 2014

EXHIBIT G

Approved at the June 20, 2013 Regular Board Meeting of the Rocky River Board of Education			
Res. #			
Agenda Exhibit G		Original	
		Appropriation Amount	
Fund Name	USAS Fund No.	Fiscal Year 2014	
General Fund	001	33,815,575.00	
Bond Retirement	002	4,420,507.43	
Permanent Improvement	003	644,999.00	
Building	004	170,039.96	
Food Service	006	430,491.00	
Trust - Scholarship/Other*	007	21,000.00	
Uniform School Supply	009	37,200.00	
Rotary Funds	011	169,810.00	
School Support Funds	018	37,700.00	
Private Source Grants	019	1,814.53	
District Agency - Workers Comp/Retirement	022	2,929,860.00	
Self-Insurance Fund	024	0.00	
Student-Managed Activities	200	205,165.00	
Athletic and Co-Curricular	300	429,745.00	
<i>State Grants:</i>			
Auxiliary Services	401	668,492.96	
Data Communications	451	0.00	
<i>Federal Grants:</i>			
Resident Education/Mentor Teacher RttT	506	0.00	
IDEA-B	516	630,662.89	
Limited English/Immigrant	551	0.00	
Title I	572	211,737.16	
Drug-Free Schools	584	0.00	
Preschool - Special Education	587	10,474.86	
Title II-A	590	52,877.10	
Other Federal Grants	599	0.00	
Total All Funds		44,888,151.89	
* Note: The 007 Trust Fund will be broken down to the Fund/SCC level on the Certificate of Estimated Resources filed with the County			
Note: An Amended Official Certificate of Estimated Resources dated 3/11/2013 is on file in the Treasurer's Office relating to this appropriation measure and will be amended when ending unencumbered balances are finalized for the fiscal year ended 6/30/13 to ensure sufficient resources are available to cover these appropriations. If need be, these appropriations will be reduced in August 2013 to reflect any reduction in estimated resources. A corresponding amended certificate of estimated resources will be filed with the County Budget Commission in July, 2013.			

CRAIN, LANGNER & CO.

ANALYSTS AND CONSULTANTS
3728 WATLEY DRIVE
P.O. BOX 531
RICHFIELD, OH 44286

WWW.CRAINLANGNER.COM

VIA EMAIL TRANSMISSION

Markus.Greg@rrcs.org

June 19, 2013 - DRAFT

Greg R. Markus
Treasurer/CFO
Rocky River City School District
Educational Services Center
21600 Center Ridge Road
Rocky River, OH 44116-3980

RE: Rocky River City Schools
Property & Casualty Insurance Renewal 2013
Policy Period 7/1/13 – 7/1/14
all lines including the new Excess Umbrella policy placed last year
except the Excess Crime policy 7/1/11 – 7/1/14 and Builders Risk policy expiring
8/1/13

Dear Mr. Markus:

We recommend the purchase of coverages with Liberty Mutual as presented by Todd Associates, Inc. for the July 1, 2013 to July 1, 2014 policy period.

The insurance renewal as presented by Todd Associates appears to have relatively few changes from the existing insurance program. Comments and recommendations noted below should be reviewed and considered before binding coverage with Liberty Mutual (f/k/a Ohio Casualty) for the package and with Travelers for the equipment breakdown coverage effective July 1, 2013.

An alternative proposal was offered by Schools of Ohio Risk Sharing Authority (SORSA) through the Ohio Schools Council. A third option was presented by Ohio Schools Plan (OSP) through Hylant Group. The total costs for each of these programs were more than the premium cost for Liberty Mutual's renewal and there are some key differences in overall protection for the District.

The total annual premium decreased approximately \$655 or less than 1% (\$116,612 expiring premium compared to renewal of \$115,957, not including the Excess Crime three year policy which was prepaid in full last year and the Builders Risk policy). These premiums include Terrorism coverage charges for both years. We are generally pleased with the renewal terms and conditions available to the District.

We are also recommending consideration of additional coverage for additional premium.

Attached is a summary graph for your review.

Our comments and discussion follow.

Mr. Greg R. Markus
Rocky River City School District
June 19, 2013
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I. LIBERTY MUTUAL COMMENTS

A. PROPOSAL DIFFERENCES

The District received a proposal document this year representing the Liberty Mutual renewal from OSC. We requested various additional items in order to review the coverages offered, including a copy of the Liberty Mutual underwriting proposal document. Many items were inconsistent among these documents and we have identified a handful of them below. We recommend the District request Todd Associates to specifically identify any changes in coverage that are different from the expiring policies.

1. **Flood** – OSC document has the Flood limit listed as \$1,000,000. Current coverage is a \$2,000,000 limit. The Liberty Mutual proposal indicates the \$2,000,000 limit which is the same as the expiring limit.
2. **Earthquake** – OSC document has the Earthquake limit listed as \$1,000,000. Current coverage is a \$5,000,000 limit. The Liberty Mutual proposal indicates the \$5,000,000 limit which is the same as the expiring limit.
2. **Crime limits** – The OSC document has Computer Fraud limit listed as \$50,000. The Liberty Mutual proposal indicates a \$200,000 limit. The expiring policy contains a \$200,000 limit.

The OSC document has Forgery limit listed as \$100,000. The Liberty Mutual document shows a \$50,000 limit. The expiring policy has a \$50,000 limit.

3. **Auto Uninsured/Underinsured Motorist limit** – OSC proposal shows a \$50,000 limit yet the Liberty Mutual proposal indicates \$1,000,000 of limit which is the same as the current limit.
4. **Vacant Building coverage** – The valuation is listed as ACV on the OSC proposal, however, coverage appears to be Replacement Cost in the Liberty Mutual proposal.
5. **Ordinance or Law** – Liberty Mutual proposal indicates a \$1,000,000 limit and the OSC document lists \$500,000. Current limit is \$1,000,000.
6. **Coverages parts absent from OSC proposal for either Liberty Mutual or SORSA**
 - Primary Sexual Abuse and Molestation
 - Law Enforcement Liability
 - Violent Event coverage
 - Data Compromise coverage
 - Employee Benefit coverage
 - Innocent Party Defense coverage
 - Non-Monetary Defense coverage
7. **Crime deductible** – Current deductibles are \$500 and \$1,000 depending on coverage parts. OSC proposal says nil.
8. **School Bus Replacement Cost** – OSC proposal indicates ACV valuation yet Liberty Mutual currently has Replacement Cost valuation in the expiring policy.

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Rocky River City School District
June 19, 2013
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9. **Coverages/Exclusions** – There are various terms and conditions that do not match up item for item from the OSC document for Liberty Mutual and the current coverage. For example, Absolute Pollution is listed under Umbrella Exclusions. The OSC response for Liberty Mutual is Covered. It is unclear what is meant by this and should be confirmed by Todd Associates.
10. **Data Compromise Coverage** – The current policy has a \$250,000 limit yet the Liberty Mutual proposal shows \$50,000.
11. **Excess Umbrella** – The OSC proposal indicates total liability coverage of \$11,000,000/\$12,000,000. The current limits purchased are \$1,000,000 of primary coverage followed by a \$10,000,000 primary Umbrella and a \$5,000,000 excess Umbrella totally \$16,000,000.

The premium for the excess Umbrella was not included on the OSC proposal document.

Additional Note - One of the items we requested for review was a copy of the complete policies with all forms and endorsements for reference in this review. We believe all districts should have a complete copy of its policies each and every year from their agent. What we received from the agent was a copy of the declaration pages along with form changes from the previous year. We did not receive a copy of the Excess Crime policy, the Builders Risk policy, the primary Umbrella policy, the Excess Umbrella policy or the Equipment Breakdown policy. This should not be acceptable to the District. The agent should be required to provide a complete hard copy policy each year, even when some of the forms are the same year over year. For example, with incorrect information on a proposal document, as noted above, and no complete policy copy in hand from the expiring policy, it is difficult to prove what coverages were to be included in a program when a loss occurs.

RECOMMEND: The District require Todd Associates to issue a complete copy of all of the insurance policies purchased each year including all endorsements and exclusions, and the agent should update the District throughout the policy term as changes to the policy occur.

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Rocky River City School District
June 19, 2013
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B. CRIME COVERAGE

1. Employee Dishonesty coverage responds to loss caused by the dishonest act of an employee, *e.g.*, theft of money. Each year we recommend the District purchase higher limits. Last year we recommended Rocky River City Schools purchase additional limits and assisted the District to increase the limit to \$500,000 of primary Crime coverage from Liberty Mutual and \$250,000 of Excess Crime coverage from Cincinnati Insurance in the three year term, group purchased policy, placed by Todd Associates. This was the most coverage offered at the time to the District.

RECOMMEND: We recommend the District approach Todd Associates to obtain options from Liberty Mutual and or others to increase the limits by another \$500,000 to \$1,000,000 for Employee Dishonesty. This is consistent with our recent recommendation to the Board regarding reducing the amount of the Treasurer's bond and increasing the limits purchased by the District.

We continue to recommend the District approach Todd Associates to obtain options from the insurance carriers to increase the total limits to no less than \$750,000 or \$1,000,000 for Employee Dishonesty. A recent Employee Dishonesty loss at another Northeast Ohio school district exceeded \$3,000,000.

2. This past year the District reviewed names of the organizations needing to be protected by the Crime coverage, including the booster clubs, etc. Recall, the Liberty Mutual policy did not need all names to be specifically endorsed to the policy, yet the Cincinnati Insurance excess Crime policy does need to schedule the names specifically.

RECOMMEND: We recommend the District confirm no less frequently than annually the names of the clubs to be included.

3. Computer Fraud coverage - The District continues to purchase \$100,000 of Computer Fraud coverage. The threat of cyber related events continues to occur each year. Some of the losses that can arise from these events may be covered in the Computer Fraud coverage within the current Crime policy. Claims continue to be contested by carriers and the court system. A recent decision by the US District Court for the Sixth District of Ohio found that coverage existed in several policies after theft of credit card information occurred. Because of this, we continue to encourage entities to examine their exposures and consider purchasing higher limits of coverage.

RECOMMEND: We recommend the District consider raising this limit. For example, consider the total amount of funds that could be electronically accessed by a third party at one time. Request Todd Associates obtain options for at least \$500,000, if appropriate.

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Rocky River City School District
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C. DATA COMPROMISE COVERAGE

Several years ago Liberty Mutual offered a new coverage part called Data Compromise as a part of the Property coverage. The District selected a \$250,000 limit. See note above relating to the underwriting proposal that requires clarification.

The coverage itself is to provide (1) response expenses for notification and credit monitoring expense reimbursement to the District in the event individuals' personal information is compromised, and (2) defense and liability coverage arising out of release of personal information.

Be aware that the policies typically contain various conditions including (1) timing of notice to the carrier, (2) appropriate actions in the event of a loss, and (3) several exclusions. This Data Compromise coverage is limited and does not rise to the level of broad Cyberliability, Breach of Privacy insurance that can typically include both first-party and third-party coverages.

Public entities are not immune from Cyberliability or Breach of Privacy events. Northeast Ohio has seen several events in the past couple of months.

RECOMMEND: We recommend the District request options for higher limits for this coverage part and provide the additional information, as requested by Liberty Mutual in order to obtain the coverage. The cost associated with notification and credit monitoring has been estimated by some to be \$270 per person. This can translate into a substantial cost if more than a few hundred records were to be compromised. This is a less expensive step that can be implemented now until the District makes a decision to purchase Cyberliability coverage in the future.

Alternatively, the District could consider requesting proposals for a broad stand alone first and third party Cyberliability, Breach of Privacy policy.

D. UMBRELLA LIMITS

Rocky River City Schools continues to purchase \$10,000,000 of Umbrella Liability coverage from Liberty Mutual and another \$5,000,000 from Liberty Mutual in a separate policy. We support the District's decision to purchase additional limits as financial resources permitted. Recommend the District review the total Umbrella limits annually.

E. FIDUCIARY LIABILITY

Todd Associates presented options for the District to consider new coverage to be added to the School Leaders Liability. These options include limits of \$300,000, \$500,000 or \$1,000,000 of coverage with a \$5,000 deductible. We reviewed the new proposed form to be added to the School Leaders Liability coverage part as presented by Liberty Mutual. The cost for the additional coverage at each limit listed above was \$118, \$149, or \$175 respectfully. This coverage provides defense and indemnity for allegations relating to the handling of the investments in 403(b) plan funds. An example of this is the District's use of a third party to handle and manage these funds, and then the employee or employees alleges the District mishandled the hiring of the fund manager. At this time, the Umbrella would not provide excess coverage.

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RECOMMEND: We recommended last year for the District purchase this new coverage with a limit of not less than \$1,000,000 for additional premium of \$175. This coverage does not appear to be in the expiring policy.

F. INLAND MARINE

In the past the District has chosen to self insure various items that could be insured under the Inland Marine coverage part of the package policy. If the District wants to have insurance for these items, coverage needs to be added at renewal.

G. VACANT OR UNOCCUPIED PROPERTIES

The completed renewal application you signed and returned to Todd Associates requested confirmation of any vacant or unoccupied locations. Keep in mind that if any locations listed on the application meet the policy Vacancy Loss Condition, then there is no coverage for building glass breakage, water damage, theft or attempted theft; and for any coverage that is provided, the payment for the loss by Liberty Mutual would be reduced by a 15% penalty.

RECOMMEND: We recommend the District review the policy conditions to verify whether any buildings meet the definition listed in Building and Personal Property Coverage Form (CP 00 10 04 02) Section E. Loss Conditions, 6. Vacancy. Further review and discussions may be warranted depending on the results. Also, confirm the coverage is Replacement Cost versus Actual Cash Value as previously mentioned above.

H. BACK-UP OF SEWERS OR DRAINS

The District suffered a sizable sewer drain loss several years ago that utilized the Property coverage part. The expiring policy provides \$100,000 sewer drain back-up coverage.

RECOMMEND: We again recommend the District request Liberty Mutual consider offering a higher sublimit for Back-up of Sewers or Drains in the policy.

I. FLOOD

We support the continued purchase of \$2,000,000 of Flood limits for the District. We again repeat the suggestion that higher Flood limits be considered in the future, and such coverage purchased if financial resources permit. Other Districts have been able to purchase \$5,000,000 limits from Liberty Mutual.

RECOMMEND: We again recommend the District request Liberty Mutual consider offering a higher sublimit for Flood coverage in the policy.

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J. EXCLUSION – PERSONAL DATA COMPROMISE

Last year districts received notification that an exclusion for Personal Data Compromise would be added to the Umbrella coverage. A copy of the exclusion was attached for review with the notification. The policy form excludes any coverage for liability arising out of the loss, theft, release, communication, distribution, dissemination, publication or disposal of non-public personal information (defined to be – financial, educational, medical or other personal information belonging to an individual). This is another reminder of the need for consideration of true Cyberliability, Breach of Privacy coverage.

II. OTHER OPTIONS

- A. The SORSA proposal received from the OSC proposal documents is a form of contractual risk transfer that is not commercial insurance. SORSA is an incorporated governmental insurance pool nonprofit association of members. It is classified and operates as a joint self-insurance pool. To become part of the self-insurance pool as proposed, for \$122,567 would yield an estimated increase in total cost of \$11,606, or 10% compared to the expiring Liberty Mutual premium. The OSC material indicates Todd Associates can be the District's agent for the SORSA program should the District choose this option. Todd Associates confirmed verbally that they would become a SORSA representative should a District decide to take that option, however they currently do not represent SORSA.

Noted below are several differences between the program offered by SORSA versus current program (this list is not exhaustive):

1. The shared property Limit of \$250,000,000 is for all schools belonging to the SORSA program. Rocky River as a district has \$127M of property limits. This limit works to be the most limit available for any one loss. In the event of widespread wind damage across Ohio, various districts could suffer a loss from the same storm and serve to be applied to the same \$250M limit. Further review would be required on the geographic spread of risk should this option be considered.
2. The most current financials are not available on the SORSA website, however we received a copy to review. The current surplus is approximately \$372,000. SORSA self-insures the first \$100,000 of most any one claim, with a few minor exceptions. Again, further review of current financials and amounts retained by the pool would be required to further pursue this option.
3. Total cost for the SORSA program did not offer a substantial savings versus the current program.
4. Pollution Liability is indicated to be not covered as a part of the SORSA proposal. Liberty Mutual currently provides coverage for \$1,000,000 for School Pollution Coverage as a part of the current program.
5. Unclear whether terrorism is included. Rocky River currently purchases TRIA coverage.
6. Fire Legal Limit \$500,000 offered from SORSA. Liberty Mutual currently provides a \$1,000,000 limit.
7. It is unclear as to what terms and conditions are being offered by SORSA. Requests were made for actual underwriting proposals and were not received by the date of this letter.

Mr. Greg R. Markus
Rocky River City School District
June 19, 2013
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8. It is unclear what exposure data was used to generate the proposal. An underwriting proposal or complete agent proposal may confirm this information for verification.
- B. The District also received a proposal from Ohio School Plan (OSP) which, like SORSA is a form of contractual risk transfer that is not commercial insurance. OSP is an unincorporated governmental insurance pool nonprofit association of members. Like SORSA it is classified and operates as a joint self-insurance pool. To become part of the self-insurance pool as proposed, the \$159,136 premium would yield an estimated increase in total annual premium cost of \$48,175, or a 43% increase in premium compared to the expiring Liberty Mutual premium.

Neither SORSA or OSP are insurance companies and both are exempt from the commercial insurance industry's statutory and regulatory requirements (*e.g.*, the SORSA and OSP contract forms and premium rates are not filed with and approved by the State of Ohio Department of Insurance).

If the District becomes a member of SORSA or OSP, it is believed that the District would not have a contractual relationship with or any privity with the reinsurers of SORSA or OSP. Consequently, should a SORSA or OSP reinsurer deny coverage for a claim that penetrates the reinsurance attachment points, it is not clear what recourse the District may have and with whom. A membership agreement must be signed in order to join either SORSA or OSP and would need further review by legal counsel before entering into this arrangement.

Noted below are several differences between the program offered by OSP versus the District's current program (this list is not exhaustive):

1. Terrorism is excluded in the OSP proposal. The District currently purchases coverage in the expiring Liberty Mutual program.
2. Business Income and Extra Expense limit is \$250,000 versus the expiring policy limit of \$1,000,000.
3. Employee Dishonesty coverage is proposed at a limit of \$100,000. Currently the District purchases \$500,000 primary coverage and \$250,000 excess coverage for a total of \$750,000. Further review would need to take place before determining if the \$250,000 excess Crime coverage could sit excess of OSP.
4. Computer Fraud coverage is proposed at a \$100,000 limit. The District currently purchases a \$200,000 limit.
5. OSP agreement forms and endorsements were not received and reviewed.
6. OSP does offer various additional items not offered by Liberty Mutual including Cyberliability coverage from Lloyd's of London – Beazley Syndicates and Pollution Coverage from Ace – Illinois Union Insurance Company. We did not review these actual forms. The District could request OSP provide additional detail relating to these coverages and confirm whether the District could participate in only these programs.

CRAIN, LANGNER & CO.

Mr. Greg R. Markus
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June 19, 2013
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This letter does not address every item in the proposals and reference to the actual proposals and policies is recommended where appropriate.

Thank you again for the opportunity to assist Rocky River City School District. As always, we welcome your questions and comments.

Sincerely,

Daniel C. Buser & Kelly N. Wierzchowski

Daniel Buser & Kelly Wierzchowski

KNW/cf

Att.

RRCSO 2013 Renewal.doc

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June 10, 2013

Mr. Greg Markus
Rocky River Schools
1101 Morewood Parkway
Rocky River, OH 44116

Group Rating Program Invitation

BWC Policy# 31807151

We are pleased to invite you to participate in the Sheakley/Ohio Schools Council 2014 group rating program. Below is a summary of your projected discount and savings. **Please remember, when you enroll with Sheakley you receive both workers' compensation and unemployment claims management services, including hearing representation.**

Discount **before** BWC Break-Even Factor (BEF) applied: **-40%**

Discount **with** BWC Break-Even Factor (BEF) applied: **-34%**

Projected BWC premium before group rating discount: \$130,580

Projected BWC premium with BEF group rating discount: \$107,242

Projected group savings: \$23,338

Potential Premium with an additional 7% discount for
*Drug Free Safety Program Participation. \$99,735

Annual Participation Fee: \$1,020

Note: To participate in any group rating program, you must be a member of the sponsoring organization. Your membership dues are not included in our participation fee. Sheakley is dedicated to providing schools and libraries a competitive, low cost option and guarantees to beat competitor fees by 10%.

Enrollment is easy!

1. **Complete and sign the enclosed documents**
2. **Send completed forms to:**
 - Email: grouprating@sheakley.com
 - Fax: 1.877.292.0860 or 513.326.8088
 - Mail: Sheakley
Attn: Rating Team
One Sheakley Way
Cincinnati, OH 45246

Please review your detailed savings analysis included in this packet. We look forward to working with you. For questions, or assistance, please contact a Sheakley Representative at 800-877-5055 or 513-326-4675 ext. 2090 or grouprating@sheakley.com.

*DFSP participation must meet all BWC requirements and require additional service agreements with Sheakley .



Sheakley/Ohio Schools Council

Group Rating Savings Projection for Rate Year 1/1/2014 through 12/31/2014

Prepared for:
Rocky River Schools
 BWC Policy #: 31807151

Projected BWC Individual Rate(s) before Group Discount: -18%

NCCI Code	Base Rate	BWC Projected Individual Rate w/BWC Assessments	Estimated Annual Payroll	Projected Individual Premium
9434	0.0068	0.006770	\$19,288,067	\$130,580
Totals:			\$19,288,067	\$130,580

Projected Group Discount and Rate(s): -34%

NCCI Code	Base Rate	Projected Group Rate w/BWC Assessments	Estimated Annual Payroll	Projected Group Premium
9434	0.0068	0.005560	\$19,288,067	\$107,242
Totals:			\$19,288,067	\$107,242

IMPORTANT! Cumulative premium lapses in excess of 40 days as of September 1, 2012 and/or any unresolved/outstanding BWC balance may result in the BWC's denial of participation to any Group Rating Program (45% of your premium is due by May 15th, with the remaining balance being due September 1st).

This projection is based on current claims costs at the time of review. Sheakley reserves the right to re-evaluate your organization's participation. Program participation as offered by the BWC is subject to current and future administrative, state and federal rules and regulations.

***REMINDER: Payment of Annual Participation Fee is not due until you are invoiced by Sheakley. If you are a renewing Sheakley client and have already paid in full, you will not receive a new invoice until the beginning of your next service period.**

ALSO NOTE: BWC requires membership with a sponsoring organization to participate in Group Rating. Your membership dues are included in our Annual Participation Fee.

ENROLL TODAY!

Simply sign and return the enclosed documents to us by 07/10/2013.

E-mail: grouprating@sheakley.com
 Fax: 1-877-292-0860 or 513-326-8088

For questions, please contact a Sheakley Representative at 1.800.877.5055 or 513.326.4675 ext. 2090 or grouprating@sheakley.com

Ohio Schools Council
Group Rating Agreement of Participation and Consent

Page 1 of 2

Sheakley UniService, Inc., One Sheakley Way, Cincinnati, OH 45246 ("Sheakley") hereby offers its services as consultants to: **Rocky River Schools** ("Participant"), and, subject to final acceptance by the Ohio Bureau of Workers' Compensation, enrollment in the 2014 Group Rating Plan Year for the Ohio Schools Council Ohio Workers' Compensation Group Rating Program ("Program") for a service period of one year (12 months) beginning with the inception of this Agreement and subject to renewal as stated hereafter:

Said services consist of:

1. Filing of the completed Employer Statement for Group Rating Plan (BWC Form AC-26) and the Sponsoring Organization's Application for Group Rating Plan (BWC Form AC-24);
2. Providing regional industry education, safety, and claims management seminars;
3. Providing actuarial review of Participant's rating experience;
4. Providing claim management for work related injuries which impact Participant's premium rates; and
5. Providing consultation to Participant and representation of Participant, as permitted, before the Ohio Bureau of Workers' Compensation and Industrial Commission of Ohio upon proper notification on the following matters: manual classification, claim and rate protest, and adjudication.

All services are subject to current and future administrative, state, and federal rules and regulations as they may be amended periodically by the State of Ohio, the Ohio Bureau of Workers' Compensation ("BWC"), and the Industrial Commission of Ohio, including those that prohibit the practice of law by non-attorneys. The parties agree this Agreement shall be construed according to the laws of the State of Ohio. The provisions of this agreement are severable, and if any part of it is found unenforceable, the remaining parts shall remain fully valid and enforceable. It is understood that being a lay company, Sheakley can not, and will not, perform any functions before the BWC or Industrial Commission that may be construed or interpreted as the practice of law. As permitted, Sheakley will assist in the administrative work incidental to the filing of claims and appeals. By signing this Agreement, the undersigned grants Sheakley the authority to execute and endorse, on behalf of the Participant, any documents related to the administration of its workers' compensation program, including but not limited to the filing of appeals, waivers of appeal, motions, request for reconsideration, or any other document which may be necessary to comply with the obligations of this Agreement.

Participant confirms and agrees that it is a member in good standing with the Ohio Schools Council ("OSC") and is compliant with the following BWC Rules and Regulations: (a) has not had a lapse in coverage exceeding 40 days in the 12 months preceding the application deadline; (b) if entered into a partial payment agreement with the BWC, must be current on payment schedule; (c) cannot have unpaid undisputed monies owed to the BWC that are more than 45 days past due as of the application deadline; and (d) cannot participate in more than one group rating plan for the said plan year. Participant also agrees to comply with all current and future BWC Rules and Regulations. Participant further agrees that it is not a Professional Employer Organization/Leasing Company ("PEO") nor does it have currently nor has it had in the past two (2) years a relationship with a PEO, and that it has no pending or completed merger, acquisition or business reorganization which will impact the experience of the group. In addition, prior to any future changes, Participant agrees to disclose in full to Sheakley any organizational restructuring, including but not limited to becoming a PEO, entering into a relationship with a PEO, purchase or acquisition of any portion of business operations, assets or employees from another business entity or BWC risk/policy, and/or succession imposed by the BWC. If it is determined by Sheakley that future organization restructuring results in negative impact to the Program, Participant agrees to either stop processing of the restructuring or voluntarily request removal from the Program. Failure to disclose this information, or submission of incorrect information, may result in the assessment of additional service fees and/or monetary penalties or assessments against Participant. The amount of such fees, penalties, and/or assessments shall be determined by Sheakley, in its discretion and with approval from the OSC, considering the impact of the additional administrative work and group costs and any additional premiums imposed by the BWC on the Program and/or its participants. Any monies collected for additional premiums will be held by Sheakley and distributed on an equitable basis to any participating members required to remit additional BWC premiums.

Participant agrees to pay, as invoiced, prior to registration in the Program, an administrative and service fee which has been jointly approved by the OSC and Sheakley. Participant acknowledges and agrees that the administrative and service fee is subject to change annually and that payment of this administrative fee does not guarantee participation, or continued participation, in the Program. In the event Participant becomes ineligible for group participation, or the OSC and/or Sheakley determines that Participant is ineligible for participation in the Program, payment received shall be applied to Participant's fee for all other administrative services as outlined in this Agreement. If Participant desires to withdraw from this Program and requests a refund of monies paid, it is understood and accepted that the refunded amount will be prorated for services rendered less a \$75 processing fee. Participant may withdraw their enrollment up to the first Monday in August for that application year by submitting a written request to Sheakley UniService, Inc., Rating Department, One Sheakley Way, Cincinnati, Ohio 45246.

The Program will seek, through Sheakley and the OSC, to improve safety, accident prevention and claims handling for Participant and Participant agrees to participate in and cooperate with such programs as a condition of continued participation. Participant agrees to comply with all current and future BWC Rules and Regulations related to safety training and accident prevention requirements. It is also required Participant attends regionally held safety/claims management seminars on an annual basis if Participant has a claim in the green year (2013).

Participant agrees that if Sheakley and/or the OSC recommend at any time that certain action be undertaken by Participant with respect to a claim or risk which could adversely impact the group or the Program, including but not limited to settlement of a claim, contesting a claim, payment of wages in lieu of compensation, or engagement of counsel, and if Participant refuses or fails to take such action, the OSC and/or Sheakley may take such refusal or failure into account and may thereafter exclude Participant from the Program on such basis.

Ohio Schools Council
Group Rating Agreement of Participation and Consent

Page 2 of 2

Participant hereby agrees to release and hold harmless the OSC, Sheakley, and their members, officers, directors, employees and agents, from and against all claims, liabilities, demands, obligations, costs or expenses, of any nature and whether known or unknown, arising out of or connected in any way to (a) the decision of OSC or Sheakley to offer the Program, (b) Participant's contribution, premium, assessment, or distribution levels, (c) any questions of workers' compensation coverage or lapse of coverage, (d) any termination of Participant's involvement in the Program, (e) any abandonment or failure to apply or qualify for group rating status in any year, and (f) any decision by the OSC, Sheakley, or the BWC regarding an applicant's eligibility to participate in the Program. Participants' eligibility for participation is defined by requirements demonstrated in this agreement, as well as other contributing factors, and is at the sole discretion of the OSC and Sheakley. Participant's certification of any claim, or condition in any claim, shall release Sheakley UniService, Inc. of any further obligation of said claim. Sheakley may provide further management of said claim, as it sees fit, and at its sole discretion.

Participant acknowledges, represents and agrees that neither the OSC, Sheakley UniService, Inc., nor any persons connected in any way, have made any statements, representations, or guarantees to Participant with respect to premium or cost savings that will or may be realized by Participant by reason of participation in the Program, and that Participant has voluntarily chosen to participate herein without reliance upon any such statement, prediction, estimate or representation. Participant acknowledges that Group Rating is not a guaranteed savings program.

Participant, if eligible and qualified, shall be eligible to participate in the Program as offered by BWC for the plan year 1/1/2014 to 12/31/2014. This Agreement and Participant's involvement shall thereafter be automatically extended for successive like one (1) year periods, provided that the Agreement and/or such participation is not terminated earlier. Participant acknowledges and agrees the OSC shall have no obligation to continue the Agreement or Participant's involvement in the Program for any successive year, and that current and continued participation shall be at the sole discretion of the OSC and Sheakley.

Participant acknowledges that Sheakley UniService, Inc. is not a managed care organization and is not acting as such.

It is understood that this Agreement supersedes any prior Agreement, both written and verbal, between said parties and can only be modified by the introduction of a new Agreement, which has been mutually agreed to and executed by both parties.

In the event that Participant becomes ineligible to participate in subsequent group rating plan years, the aforementioned enumerated services will continue to be performed for the service period as stated in this Agreement, or until such time as former Participant renders written notice to the contrary at least 60 days prior to the expiration date of this Agreement. If Participant wishes to retain only unemployment services, Participant must contact Sheakley to negotiate a new annual administrative service fee, and enroll in a new Agreement for said services.

In WITNESS WHEREOF, the parties have executed the Agreement on the

_____ day of _____ 20_____

Ohio Schools Council

Applicant/Participant: **Rocky River Schools**

By _____
[Signature]

By _____
(signature)

Title: President

Title: _____

Sheakley

Employer Policy No. 31807151

By _____
[Signature]

Email markus.greg@rrcs.org

Title: CEO



4-439082

*** Please verify the above policy number is correct.

WHY SHEAKLEY?

You get more than just great savings when you choose Sheakley.

- In-house unemployment cost control service, including hearing representation.
- In-house safety expertise and support, including:
 - FREE instructional materials for 12 monthly safety training sessions;
 - FREE monthly web events on important school safety topics.
- In-house workers' compensation hearing representation.
- Dedicated workers' compensation service team with experts in the areas of strategic claims management, settlements, handicap reimbursements, hearings, and underwriting.
- Semi-annual comprehensive premium analysis, with program comparisons and savings projections on all BWC programs, including self-insurance, retrospective rating, and group rating.
- Updates on workers' compensation, unemployment, and legislative changes as they occur.

BWC-PERRP Recordkeeping Compliance Program*

Every public employer in Ohio must comply with the Public Employment Risk Reduction Program (PERRP) recordkeeping rules and regulations. Non-compliance for meeting recordkeeping standards may cost your organization, while accurate recordkeeping can help drive better decision-making and ultimately have a positive impact on your bottom line. Sheakley's in-house safety experts will take the guesswork out of being compliant. Not only can they guide you on what is recordable and what is not, they will:

- Provide semi-annual summary reports listing all injury events, to help guide your safety program in the right direction;
- Retain the current year record plus records from the previous five years;
- Enter all recordable injuries, into your personal PERRP log file;
- Improve your data accuracy through our system management;
- Maintain all PERRP 300P, 300AP, and 301P forms;
- And more!



*PERRP participation must meet all BWC requirements and requires an additional Service Agreement with Sheakley.

The Board of Education of the Rocky River City School District, met on June 20, 2013, commencing at 5:00 p.m., in the Board of Education Offices, 1101 Morewood Parkway, Rocky River, 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. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT, PROVIDING FOR THE LEASE AND EVENTUAL ACQUISITION OF COMPUTER HARDWARE AND SOFTWARE FOR INSTRUCTIONAL PURPOSES AND RELATED MATTERS.

WHEREAS, Ohio Revised Code Section 3313.37 provides that the board of education of a school district may enter into a lease-purchase agreement providing for the lease and eventual acquisition of computer hardware and software for instructional purposes, subject to certain conditions; and

WHEREAS, this Board has determined to provide for the lease and eventual acquisition of computer hardware and software for instructional purposes (the "Leased Property") pursuant to a master lease-purchase agreement, payment schedule and other attachments (collectively, the "Lease") between FirstMerit Equipment Finance, Inc., as lessor ("Lessor"), and the Board, as lessee, a draft of which document has been filed with this Board; and

WHEREAS, the obligations of the Board under the Lease will be subject to annual appropriations by this Board;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Rocky River City School District, County of Cuyahoga, State of Ohio, that:

Section 1. It is hereby declared necessary and advantageous to the District for the Board to enter into the Lease for the purpose of leasing and eventually acquiring the Leased Property.

Section 2. The Treasurer of the Board is hereby authorized to negotiate the terms for and to sign and deliver, in the name of and on behalf of the School District, the Lease; provided that the aggregate principal components of the rental payments due under the Lease shall not exceed \$100,000, the interest component of those rental payments shall accrue at an annual rate not in

excess of 3.15%, the Lease term shall consist of a series of terms ending at the end of the School District's fiscal year and subject to renewal at the option of the School District upon the appropriation of funds to pay rental payments due under the Lease during the following renewal term, and the final renewal term of the Lease shall end not later than five years from the commencement date of the Lease. The President and Treasurer of the Board and the Superintendent are each further authorized to sign any certifications, financing statements, escrow agreements, documents, instruments and to take such other actions as are desirable, advisable, necessary or appropriate to consummate the transactions contemplated by this Resolution and the Lease. The aforesaid escrow agreement is hereby approved in substantially the form as is now on file with this Board, with such changes that are not inconsistent with this Resolution and not substantially adverse to the School District that are approved by the Treasurer on behalf of this Board, all of which shall be conclusively evidenced by the signing of the escrow agreement by the Treasurer.

Section 3. The funds necessary to make the rental payments due under the Lease during the current fiscal year have been appropriated and shall be used for that purpose. Any moneys received by the District in consideration for entering into the Lease shall be paid into the proper fund or funds, and those moneys are hereby appropriated and shall be used for the purpose for which the Lease is authorized.

Section 4. The aggregate of the principal components of the rental payments payable under the Lease (the "Obligations") is hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In that connection, the School District hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the School District delivers the Lease, (i) have not issued and will not issue tax-exempt obligations designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, including the Obligations, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Obligations, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the School District first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Obligations as "qualified tax-exempt obligations." Further, the School District represents and covenants that, during any time or in any manner as might affect the status of the Obligations as "qualified tax-exempt obligations," it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The School District further represents that the Obligations are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

Section 5. This Board covenants that, to the extent within its powers and control, it will use, and will restrict the use and investment of, the proceeds of the Lease in such manner and to such extent as may be necessary so that (a) the Lease will not (i) constitute a private activity bond or arbitrage bond under Sections 141 or 148 of the Code, as amended, or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest components of the rental payments due under the Lease ("Interest") will not be treated as a preference item under Section 57 of the Code.

This Board further covenants, to the extent within its powers and control, (a) that it will take or cause to be taken such actions as may be required of it for the Interest to be and remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the Lease proceeds to the governmental purpose of the Lease, (ii) restrict the yield on investment property acquired with the Lease proceeds, (iii) make timely and adequate rebate payments to the federal government if required to do so, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of Lease proceeds and, as applicable, of the leased property, all in such manner and to the extent necessary to assure such exclusion of that Interest under the Code.

The Treasurer, as the fiscal officer, or the Superintendent or the President of the Board, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the Board with respect to the Lease as the Board is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Lease or Interest or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the Board, as may be appropriate to assure the exclusion of Interest from gross income and the intended tax status of the Lease, and (c) to give one or more appropriate certificates of the Board, for inclusion in the transcript of proceedings for the Lease, setting forth the reasonable expectations of the Board regarding the amount and use of all the proceeds of the Lease, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the Interest and the tax status of the Lease.

Section 6. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and any of its committees that resulted in those formal actions were held, in meetings open to the public, in compliance with the law.

Section 7. 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 foregoing is a true and correct excerpt from the minutes of the meeting held on June 20, 2013, of the Board of Education of the Rocky River City School District, showing the adoption of the resolution hereinabove set forth.

Written notice of the time and place of the meeting of the Board of Education held on June 20, 2013, was served personally upon, or actually received by, each Board member at least two days in advance of such meeting; and notice of the time, place and purpose(s) of that meeting, was, at least twenty-four (24) hours in advance of the time of such meeting, given to and received by all news media that had heretofore requested notification of such meetings pursuant to Section 121.22 of the Revised Code and the procedures established by the Board for that purpose.

Treasurer, Board of Education
Rocky River City School District, Ohio

Dated: June 20, 2013

MASTER LEASE PURCHASE AGREEMENT

BETWEEN: FirstMerit Equipment Finance, Inc. "Lessor"
106 South Main Street, Akron, OH 44308

AND: [●] "Lessee"

DATED: [●]

ARTICLE I.

Definitions

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acceptance Certificate" means the applicable certificate of acceptance pertaining to the Equipment.

"Code" means the Internal Revenue Code of 1986, as amended from time to time; references to the Code and sections thereof include relevant applicable regulations and temporary regulations thereunder and any successor provisions to those sections, regulations and temporary regulations.

"Commencement Date" means, with respect to an Equipment Schedule, the Commencement Date set forth on the Equipment Schedule, which is the date when the Initial Term of the Equipment Schedule and Lessee's obligation to make Rental Payments under the Equipment Schedule commences.

"Equipment" means the property described in an Equipment Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

"Equipment Schedule" means an Equipment Schedule signed and delivered by Lessee to Lessor in substantially the form attached hereto as Equipment Schedule 1, together with any addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Any subsequent Equipment Schedules pursuant to this Master Lease shall be numbered consecutively, beginning with Equipment Schedule 2.

"Event of Default" is defined in Section 13.01.

"Event of Nonappropriation" means a failure by Lessee to renew an Equipment Schedule pursuant to Section 4.02 or to timely appropriate sufficient funds to pay any other amounts due

or to be paid to any person under an Equipment Schedule, including without limitation, late charges and fees, interest, attorneys fees and costs, and all costs and expenses, of whatever nature, associated with Lessee's compliance with Article VIII, Article IX and Section 12.05 hereof.

"Initial Term" means, with respect to an Equipment Schedule, the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Lease Term" means, with respect to an Equipment Schedule, the Initial Term and each Renewal Term. The Lease Terms for each Equipment Schedule executed hereunder shall be set forth in such Equipment Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warranty, writ, levy, other judicial process or claim or any nature whatsoever by or for any person.

"Master Lease" means this Master Lease Purchase Agreement, including all exhibits and schedules attached hereto.

"Purchase Price" means, with respect to an Equipment Schedule, the amount that Lessee may, at its option, pay to Lessor to purchase the Equipment under the Equipment Schedule, as provided in Section 11.01 and as set forth in the Equipment Schedule.

"Renewal Term" means any renewal term of an Equipment Schedule, each having a duration of one year and a term coextensive with Lessee's fiscal year, except that the final Renewal Term shall end on the last Rental Payment Date as stated on the Equipment Schedule.

"Rental Payment Dates" means, with respect to an Equipment Schedule, the rental payment dates for the Rental Payments as set forth in the Equipment Schedule.

"Rental Payments" means, with respect to an Equipment Schedule, the Rental Payments payable by Lessee under Article IV of this Master Lease and the Equipment Schedule, as set forth in the Equipment Schedule.

"State" means the State of **[Ohio]**.

"Termination Date" means, with respect to an Equipment Schedule, the date upon which the Equipment Schedule terminates as a result of (a) an Event of Nonappropriation, (b) Lessor's election to terminate the Equipment Schedule pursuant to the occurrence of an Event of Default under Section 13.01, or (c) the payment, or deemed payment pursuant to Section 6.07 or prepayment if permitted by the Equipment Schedule, of all Rental Payments and all other

amounts required to be paid by Lessee under the Equipment Schedule (assuming renewal of the Equipment Schedule through all Renewal Terms contemplated in the Equipment Schedule). Upon an Event of Nonappropriation, the Termination Date shall be the last day of the last Initial Term or Renewal Term, as the case may be, for which appropriations were made for the Rental Payments due under the Equipment Schedule.

“Termination Value” means the sum of all unpaid principal components of Rental Payments plus any accrued interest and any amounts due and payable by Lessee during the current Lease Term.

“Vendor” means the manufacturer or contractor of the Equipment as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or will purchase all or any portion of the Equipment.

ARTICLE II.

Separate Transactions

2.01 Equipment Schedules Separate Financings. Each Equipment Schedule executed and delivered under this Master Lease shall be treated as a separate transaction, distinct from other Equipment Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Nonappropriation with respect to an Equipment Schedule, Lessor shall have the rights and remedies specified herein with respect to the Equipment financed and the Rental Payments payable under such Equipment Schedule, and except as expressly provided in Section 12.04 below, Lessor shall have no rights or remedies with respect to Equipment financed or Rental Payments payable under any other Equipment Schedules unless an Event of Default or Event of Nonappropriation has also occurred under such other Equipment Schedules.

ARTICLE III.

Covenants of Lessee

3.01 Covenants of Lessee. As of the date of this Master Lease and as of the Commencement Date for each Equipment Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant with respect to that Equipment Schedule and for the benefit of Lessor, as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Master Lease and the Equipment Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee’s rights and shall assume Lessee’s obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Master Lease and the Equipment Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Master Lease and the Equipment Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Master Lease and the Equipment Schedule and the acquisition by Lessee of the Equipment thereunder.

(d) During the Lease Term, the Equipment will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

(e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing fiscal year and other financial information relating to the ability of Lessee to continue this Master Lease and the Equipment Schedule at such times, in such form and containing such information as may be requested by Lessor.

(f) Lessee will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Rental Payments under the Equipment Schedule and will not use or permit the use of the Equipment in such a manner as to cause an Equipment Schedule to be a "private activity bond" under Section 141(a) of the Code.

(g) The execution, delivery and performance of this Master Lease and each Equipment Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

3.02 Assignment of Risk. Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Equipment in accordance with the terms of the Equipment Schedule to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor. The provisions of this Section 3.02 shall survive any Termination Date.

3.03. Notice of Litigation. Lessee shall give Lessor prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same that may be substantially threatened, which, if adversely

determined, would materially impair the ability of Lessee to carry out its obligations under this Master Lease or to renew an Equipment Schedule.

ARTICLE IV.

Terms of Lease

4.01 Lease of Equipment. On the Commencement Date of each Equipment Schedule executed hereunder, Lessor will demise, lease and let to Lessee, and Lessee will rent, lease and hire from Lessor, the Equipment described in such Equipment Schedule, in accordance with this Master Lease and such Equipment Schedule.

4.02 Lease Term. The Initial Term of each Equipment Schedule shall commence on the Commencement Date set forth therein and shall terminate at the end of the fiscal year of Lessee in effect at the Commencement Date, subject to renewal as provided herein. The Equipment Schedule may be renewed for Renewal Terms as stated on the Equipment Schedule. Each Renewal Term under an Equipment Schedule shall commence upon the termination of the previous Renewal Term (or the Initial Term, if applicable), unless terminated sooner pursuant to this Master Lease or the Equipment Schedule, and shall continue for a one year period co-extensive with Lessee's fiscal year, except that the final Renewal Term shall end on the last Rental Payment Date as stated on the Equipment Schedule. At the end of the final Renewal Term under an Equipment Schedule, and upon payment of the final Rental Payment set forth in such Equipment Schedule, the Lease shall terminate, unless terminated sooner pursuant to this Master Lease or the Equipment Schedule.

In order to exercise its right of renewal for a Renewal Term of an Equipment Schedule, the Lessee shall, on or prior to the commencement of the Renewal Term, appropriate sufficient funds to pay all Rental Payments due under the Equipment Schedule during that Renewal Term. There shall be no partial renewal of any Equipment Schedule. Such appropriation shall constitute Lessee's exercise of its right to renew an Equipment Schedule for a Renewal Term. As evidence of Lessee's exercise of its renewal right, Lessee shall, within 30 days after the beginning of the Renewal Term, deliver to Lessor documentation evidencing the appropriation. Lessee shall endeavor to give Lessor 60 days prior notice of an Event of Non-Appropriation but failure to do so shall not constitute an Event of Default under any Equipment Schedule nor impair its right of renewal with respect to any Equipment Schedule.

4.03 Delivery; Acceptance; Funding Conditions.

(a) Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Vendors selected by Lessee. Lessee shall pay all costs related thereto.

(b) Lessee shall accept Equipment as soon as it has been delivered and is satisfactory to Lessee, by signing and promptly delivering to Lessor the applicable Acceptance Certificate. If Lessee signs and delivers an Equipment Schedule and Acceptance Certificate and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Equipment Schedule ("Equipment Costs") to the applicable Vendor,

or to the Lessee to the extent the Lessee advanced payment for the Equipment to the Vendor. Notwithstanding the foregoing, Lessee shall not be required to accept the Property except as provided pursuant to State law and pursuant to contract between Lessee and the vendor of the Property. Lessee shall not be required to enter into any maintenance or service agreement with respect to the Property except as required to maintain any vendor warranties with respect to the Property.

(c) Lessor shall have no obligation to pay any Equipment Costs unless the following conditions have been satisfied: (1) Lessee has signed and delivered the Equipment Schedule including all attachments and exhibits thereto; (2) no Event of Default shall have occurred and be continuing; (3) no material adverse change shall have occurred in the Code subsequent to Lessor's written commitment to enter into the Equipment Schedule; (4) no material adverse change shall have occurred in the financial condition of Lessee or any Vendor subsequent to Lessor's written commitment to enter into the Equipment Schedule; (5) the Equipment is reasonably satisfactory to Lessee and is free and clear of any Liens (except Lessor's Liens); (6) all representations of Lessee in this Master Lease remain true, accurate and complete; and (7) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (i) evidence of insurance coverage required by this Master Lease; (ii) an opinion of counsel in the form attached to the Equipment Schedule or such other form as is acceptable to Lessor; (iii) reasonably detailed invoices for the Equipment; (iv) copies of resolutions or ordinances by Lessee's governing body authorizing this Master Lease and incumbency certificates for the person(s) who will sign this Master Lease; (v) such documents and certificates relating to the tax-exempt interest payable under this Master Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (vi) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

ARTICLE V.

Equipment

5.01 Enjoyment of Equipment. Lessee shall during each Lease Term peaceably and quietly have, hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Master Lease.

5.02 Location; Inspection. The Equipment will be initially located or based at the location specified in the applicable Equipment Schedule. Lessee shall not change the location or base of the Equipment without giving 30 days' prior written notice to Lessor; provided, that Lessee may change the location or lease of the Equipment to another location owned or operated by Lessee within the geographical jurisdiction of Lessee upon prior written notice to Lessor. Subject to reasonable security and safety regulations and reasonable notice, Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. Lessee shall not move the Equipment outside the boundaries of the State without the prior written consent of Lessor.

ARTICLE VI.

Rental Payments

6.01 Rental Payments and Other Payments Not Indebtedness of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder and to pay all other sums payable hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of funds to pay Rental Payments and other sums payable hereunder for a Lease Term, the Rental Payments and such other sums for said Lease Term, and only the Rental Payments and such other sums for said Lease Term, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Equipment Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such Rental Payment Dates as described in the applicable Equipment Schedule, at Lessor's address set forth on the first page of this Master Lease, unless Lessor instructs Lessee otherwise. In addition, Lessee shall pay a late charge equal to the lower of (a) [1½]% per month, compounded semi-annually, on the amount of any delinquent Rental Payment or (b) the highest amount permitted by applicable law.

6.03 Interest Component. A portion of each Rental Payment due under each Equipment Schedule is paid as, and represents payment of, interest, and each Equipment Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Rental Payment thereunder during each Lease Term.

6.04 Rental Payments to be Unconditional. THE OBLIGATIONS OF LESSEE DURING THE INITIAL TERM OR ANY RENEWAL TERM TO PAY THE RENTAL PAYMENTS DUE UNDER THE EQUIPMENT SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02, OR AGAINST ANY OTHER THIRD PARTY.

6.05 Continuation of Master Lease by Lessee. Lessee intends to continue all Equipment Schedules entered into pursuant to this Master Lease and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments and to pay all other sums due hereunder during the Initial Term and all Renewal Terms of all Equipment Schedules can be appropriated and obtained. In that regard, Lessee represents that the Equipment and Lessee's use of the Equipment is essential to the efficient operation of and the well-being of Lessee. Further, Lessee, through its fiscal officer,

intends to do all things lawfully within that officer's power to obtain and maintain funds from which Rental Payments may be made, including requesting provision for such payments to the extent necessary in each annual budget and in the appropriation resolution for presentation to the governing body of Lessee. Lessee presently intends to renew the Lease throughout the final Renewal Term specified in the Equipment Schedule, although such renewal remains subject to the appropriation of funds for that purpose by each future governing board of Lessee.

6.06 Non-Appropriation. In the event no funds or insufficient funds are appropriated by Lessee's governing body to make Rental Payments required by an Equipment Schedule for a Renewal Term within 30 days of the beginning of that Renewal Term, then a "Non-Appropriation Event" shall be deemed to have occurred with respect to the affected Equipment Schedule(s). If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event; (b) on the Termination Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Equipment Schedule, at Lessee's sole expense, in accordance with Section 13.02(b) hereof; and (c) the affected Equipment Schedule shall terminate on the Termination Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rental Payments and other amounts payable under the affected Equipment Schedule on or prior to the Termination Date for which funds shall have been appropriated. Lessee shall pay month-to-month rent at the rate set forth in the affected Equipment Schedule for each month or part thereof that Lessee fails to return the Equipment under this Section 6.06. In addition, Lessor may, by written instructions to any escrow agent that is holding proceeds of the Equipment Schedule, instruct the escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be disbursed in accordance with the terms of the escrow agreement.

6.07 Defeasance of Rental Payments. Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under an Equipment Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Equipment under said Equipment Schedule shall terminate, and title to the Equipment shall vest in Lessee, and Lessor shall, at its sole cost and expense, promptly take all actions necessary to release and fully discharge any and all of its security interests, liens or similar encumbrances upon the Equipment or the Equipment Schedule. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Rental Payments on said Equipment Schedule is not adversely affected.

6.08 Other Payment Obligations. If and to the extent that the provisions of this Master Lease, including but not limited to Section 6.02, 6.05, Article VIII, Section 9.02, Section 12.05 and Section 13.04 hereof impose obligations on Lessee to pay monies to any person (including Lessor), other than Rental Payments due during a Lease Term, such obligations shall be subject to annual appropriation and certification of availability of funds in accordance with this Article VI.

ARTICLE VII.

Security

7.01 Title to the Equipment. With respect to each Equipment Schedule, Lessor shall have title to the Equipment during the Lease Term. However, for federal income tax purposes and State ad valorem tax purposes and for purposes of the Uniform Commercial Code and bankruptcy laws, Lessor and Lessee shall treat the Equipment Schedule as a conditional sales agreement.

7.02 Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

7.03 Security Interest. It is the intent of the parties that this Master Lease be treated as a security agreement under the applicable Uniform Commercial Code, granting to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in the Equipment, all additions, attachments, alterations and accessions to the Equipment, all substitutions and replacements for the Equipment, and on any proceeds of any of the foregoing. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain a security interest in the Equipment in favor of Lessor and its successors and assigns.

7.04 Substitution. Lessee may substitute for all or any portion of the Equipment under an Equipment Schedule personal property of approximately equal or greater market value and with an equal or greater useful life. In the event of any such substitution, Lessee shall promptly deliver to Lessor a certification that the personal property proposed to be substituted has approximately equal or greater market value and an equal or greater useful life as the portion of the Equipment being substituted for, together with an opinion of counsel acceptable to Lessor to the effect that the proposed substitution will not adversely affect the exemption of the interest components of Rental Payments under the Equipment Schedule from federal income taxation. Lessee shall be responsible for all costs and expenses of Lessor, including counsel fees, for any such substitution. Lessee shall cause all financing statements, fixture filings, certificates of title, affidavits, notices and similar instruments, to be made or filed in a timely manner to secure and perfect the security interest of Lessor in the substituted Equipment.

ARTICLE VIII.

Maintenance and Liens

8.01 Maintenance of Equipment by Lessee. Lessee shall keep and maintain the Equipment in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Equipment in conformity with all laws and

regulations concerning the Equipment's ownership, possession, use and maintenance, and shall keep the Equipment free and clear of all liens and claims, other than those created by this Master Lease. Lessee shall have sole responsibility to maintain and repair the Equipment. Should Lessee fail to maintain, preserve and keep the Equipment in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Equipment in form approved by Lessor and with providers approved in writing by Lessor.

8.02 Liens, Taxes and Other Governmental Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances, except for the interest of Lessor under this Master Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. The Rental Payments payable by Lessee under this Master Lease and the Equipment Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take all such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Equipment is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and assessments, whether general or special, and other governmental charges of any kind whatsoever, foreseen or unforeseen, ordinary or extraordinary, now or hereafter lawfully assessed, levied or imposed against or with respect to or upon the Equipment. Lessee shall pay all utility charges (including gas, water, steam, electricity, heat, power, telephone, and other charges) incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Equipment. Nothing in this subsection shall be construed to be an agreement on the part of Lessee to pay any tax, assessment or other governmental charge that Lessee is not otherwise required by law to pay. In addition, Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns.

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the Termination Value of the Equipment, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Equipment; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Master Lease. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. Subject to commercial availability, all such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification and that any changes shall not become effective

without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Equipment Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Master Lease or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Equipment Schedule and shall be due and payable on the next Rental Payment Date, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX.

Damage to Equipment

9.01 Risk of Loss. As between Lessee and Lessor, and without waiver of any of Lessee's rights against contractors or vendors, after the earlier of any payment for the Equipment or the delivery of any portion of the Equipment to Lessee's physical custody, Lessee assumes all risk of loss of or damage to the Equipment. No loss of or damage to, or appropriation by governmental authorities of, or defect in or unfitness or obsolescence of, the Equipment will relieve Lessee of the obligation to make Rental Payments during the Initial Term or any Renewal Term or to perform any other obligation under this Master Lease.

9.02 Damage or Destruction. If (a) the Equipment under an Equipment Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment under an Equipment Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its right to defease the Equipment Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Equipment if the Equipment Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Master Lease, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.03 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01,

Lessee, if and to the extent permitted by law, may (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Equipment Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Equipment pursuant to the optional purchase provisions of the Equipment Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

ARTICLE X.

Warranties and Use

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS" AND "WHERE IS" ON THE DATE OF THIS MASTER LEASE OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Equipment from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Master Lease, and (b) no such waiver or alteration shall vary the terms of this Master Lease unless expressly set forth herein. In no event shall Lessor be liable to Lessee or Lessee be liable to Lessor for any incidental, indirect, special or consequential damage in connection with or arising out of this Master Lease, the Equipment Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Master Lease or the Equipment Schedules.

10.02 Vendor's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Master Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Equipment.

10.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Master Lease and the applicable Equipment Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all laws of the State and the local jurisdiction in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Master Lease. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Master Lease, any Equipment Schedule or the Equipment thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Equipment. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Equipment and shall be subject to the provisions of this Master Lease. Such alterations, additions, modifications and improvements shall not in any way damage the Equipment, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Equipment, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Equipment immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Equipment as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI.

Purchase Option

11.01 Option to Purchase. Lessee shall have the option to purchase Lessor's entire interest in all of the Equipment subject to an Equipment Schedule and to terminate any restrictions herein on that Equipment on the last day of the final Renewal Term contemplated by the Equipment Schedule and upon payment in full of a Purchase Price equal to all of the Rental Payments required thereunder or, if the Equipment Schedule so provides, on any date on which prepayment is permitted upon payment in full of a Purchase Price equal to any unpaid Rental Payments due thereunder plus the applicable Prepayment Price. In the case of prepayment, if permitted, Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Equipment at least [sixty (60)] days prior to the prepayment date. Upon exercise, or deemed exercise, of the purchase option and payment of the applicable Purchase Price and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Equipment subject to such Equipment Schedule and title to Lessee. Notwithstanding the foregoing, Lessee shall be deemed to have exercised its purchase option with respect to the

Equipment subject to an Equipment Schedule and title shall pass to Lessee, without any necessity of written notice or further action on its part, upon the payment in full of all Rental Payments (including all Rental Payments for all Renewal Terms contemplated by the Equipment Schedule) by the Lessee, as they shall have come due in accordance with the Equipment Schedule together with any other amounts then due and payable pursuant to the Equipment Schedule and this Master Lease.

11.02 Option to Prepay. Lessee shall have the option to prepay the Rental Payments due under an Equipment Schedule, but only if the Equipment Schedule so provides, and on the terms set forth in the Equipment Schedule.

11.03 Release of Security Interests, Liens and Encumbrances. Upon payment by Lessee of all Rental Payments due under an Equipment Schedule, Lessor shall, at its sole cost and expense, promptly take all actions necessary to release and fully discharge any and all of its security interests, liens or similar encumbrances upon the Equipment or the Equipment Schedule.

ARTICLE XII.

Assignment

12.01 No Assignment by Lessee. Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Equipment Schedules or any Equipment or any interest in any Equipment Schedules or Equipment. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS MASTER LEASE AND IN THE EQUIPMENT MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.02 Assignment by Lessor. Lessor may assign its rights, title and interest in and to any Equipment Schedule, and/or may grant or assign a security interest in any Equipment Schedule, in whole or in part, to any party at any time without the consent of Lessee. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Equipment Schedule. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR, PROVIDED THAT LESSOR REMAINS FULLY LIABLE UPON ANY SUCH CLAIM, ABATEMENT, SETOFF, COUNTERCLAIM, RECOUPMENT OR SIMILAR DEFENSE, IF ANY. An assignment or reassignment of any of Lessor's right, title or interest in an Equipment Schedule or the related Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name, address and tax identification number of each such Assignee; provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Equipment Schedule to FirstMerit Bank, N.A. (and its successors or assigns) or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, and Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all

assignments of any Equipment Schedule. Lessee agrees to acknowledge in writing any such assignments if so requested.

12.03 Equipment Schedule Binding on Parties. Subject to the foregoing, each Equipment Schedule inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12.04 Equipment Schedules Separate Financings. Assignees of the Lessor's rights in one Equipment Schedule shall have no rights in any other Equipment Schedule unless such rights have been separately assigned to such assignee.

12.05 Restriction on Fractionalized Interests. Notwithstanding any other provision of this Master Lease to the contrary, the Lessor shall not permit the issuance, sale or public underwriting of lease participation certificates or any other fractionalized interests in this Master Lease or any Equipment Schedule or in the Rental Payments under any Equipment Schedule without the knowledge and express written approval or authorization of the Lessee.

ARTICLE XIII.

Events of Default

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under an Equipment Schedule:

(a) Failure by Lessee to pay any Rental Payment under the Equipment Schedule or other payment required to be paid with respect thereto at the time specified therein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Equipment Schedule, other than as referred to in subparagraph (a) above, for a period of [thirty (30)] days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any material statement, representation or warranty made by Lessee in or pursuant to the Equipment Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking

advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its obligations under this Master Lease and the Equipment Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to an Equipment Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without terminating the Equipment Schedule, and by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then-current Initial Term or Renewal Term, as the case may be, to be due, including without limitation delinquent Rental Payments under the Equipment Schedule from prior Initial or Renewal Terms, and such amounts shall thereafter bear interest at the rate of [12]% per annum or the maximum rate permitted by applicable law, whichever is less; provided, however, that Lessor shall not be entitled to any Rental Payments or other amounts due under an Equipment Schedule with respect to which no appropriation has been made.

(b) Lessor may terminate the Equipment Schedule, may enter the premises where the Equipment subject to the Equipment Schedule is located and retake possession of the Equipment, or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at such place within the continental United States as Lessor shall specify, and Lessor may thereafter dispose of the Equipment in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the Equipment in excess of the sum required to (i) defease the Equipment Schedule pursuant to Section 6.07, (ii) pay any other amounts then due under the Equipment Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Equipment (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee;

(c) By written notice to any escrow agent who is holding proceeds of the Equipment Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings

thereon to Lessor, such sums to be disbursed in accordance with the applicable escrow agreement;

(d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Equipment Schedule and this Master Lease.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Master Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Master Lease, to the extent permitted by law and subject to appropriations, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Master Lease until paid and, to the extent permitted by law, shall bear interest at the rate of [12]% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Master Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

13.05. Notice of Event of Default. Lessee shall notify Lessor immediately if it becomes aware of the occurrence of any Event of Default or of any fact, condition or event that, with the giving of notice or passage of time or both, would become an Event of Default.

ARTICLE XIV.

Miscellaneous Provisions

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Master Lease (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

14.02 Certification as to Arbitrage. Unless a separate Certificate as to Arbitrage is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Equipment Schedule:

(a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Equipment under the Equipment Schedule will not be less than the aggregate principal component of the Rental Payments.

(b) The Equipment under the Equipment Schedule has been ordered or is expected to be ordered within six months and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year from the Commencement Date. Lessee will pursue the completion of the Equipment with due diligence.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments under the Equipment Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments under the Equipment Schedule.

(d) The Equipment under the Equipment Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments under the Equipment Schedule.

(e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Equipment Schedule; (ii) are being sold pursuant to the same plan of financing as the Equipment Schedule; and (iii) are expected to be paid from substantially the same source of funds.

(f) The officer or official who has executed the Equipment Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Equipment Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.03 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Master Lease and the Equipment Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Master Lease and the Equipment Schedules.

14.04 Severability. In the event any provision of this Master Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Amendments, Changes and Modifications. This Master Lease may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Equipment Schedules at the time of such amendment or modification. The consent

of the applicable assignee, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Equipment Schedule.

14.06 Execution in Counterparts. This Master Lease and the Equipment Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.07 Applicable Law. This Master Lease shall be governed by and construed in accordance with the laws of the State.

14.08 Captions. The captions or headings in this Master Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Lease.

14.09 Entire Master Lease; Written Amendments. Each Equipment Schedule, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Equipment Schedule shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor.

(Signature page follows)

Any provision of any Equipment Schedule found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Equipment Schedule.

LESSEE:

[•]

By: _____

Name: [•]

Title: [•]

By: _____

Name: [•]

Title: [•]

[Address]

LESSOR:

FirstMerit Equipment Finance, Inc.

By: _____

Name:

Title: _____

106 South Main Street
Akron, Ohio 44308

SAMPLE

Equipment Schedule No. 1

This **Equipment Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Lease Purchase Agreement (the "Master Lease"), dated as of [•], between FirstMerit Equipment Finance, Inc. and [•].

1. Interpretation. The terms and conditions of the Master Lease are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Lease for all representations, covenants and warranties made by Lessee in the execution of this Equipment Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Lease and the provisions of this Equipment Schedule, the provisions of this Equipment Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Lease.
2. Commencement Date. The Commencement Date for this Equipment Schedule is [•].
3. Equipment Description and Payment Schedule. The Equipment subject to this Equipment Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Equipment Schedule is set forth in Exhibit 2.
4. Prepayment Option/Interest Rate Provisions. Rental Payments payable under this Equipment Schedule shall be subject to prepayment or adjustment only as set forth in Exhibit 2.
5. Resolution. The Resolution(s) of Lessee authorizing this Equipment Schedule is attached as Exhibit 3.
6. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 4.
7. Proceeds. Lessor shall disburse the proceeds of this Equipment Schedule in accordance with the instructions attached hereto as Exhibit 5.
8. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 6.
9. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 7. One of the two boxes must be checked off.
10. Opinion of Counsel. Attached as Exhibit 8.
11. IRS Form 8038-G/8038-GC. Attached as Exhibit 9.
12. Evidence of Sales Tax Exemption. Attached as Exhibit 10.
13. Evidence of Insurance Coverage. Attached as Exhibit 11.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

LESSEE:

[•]
[•]

By: _____

Name: [•]

Title: [•]r

[Address]

LESSOR:

FirstMerit Equipment Finance, Inc.

By: _____

Name: _____

Title: _____

106 South Main Street
Akron, Ohio 44308

CERTIFICATE OF FISCAL OFFICER

The undersigned Fiscal Officer of the Lessee identified below hereby certifies that the money, if any, required for the payment of the obligations of the Lessee under the Equipment Schedule identified below during the current fiscal year has been lawfully appropriated for such purposes and is in the treasury or in the process of collection to the credit of the appropriate fund free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code of Ohio.

Name: [•]
Title: [•]

Date: [•]

SAMPLE

EQUIPMENT DESCRIPTION

Re: Equipment Schedule No. [●] to Master Lease Purchase Agreement dated [●] between FirstMerit Equipment Finance, Inc. and [●]

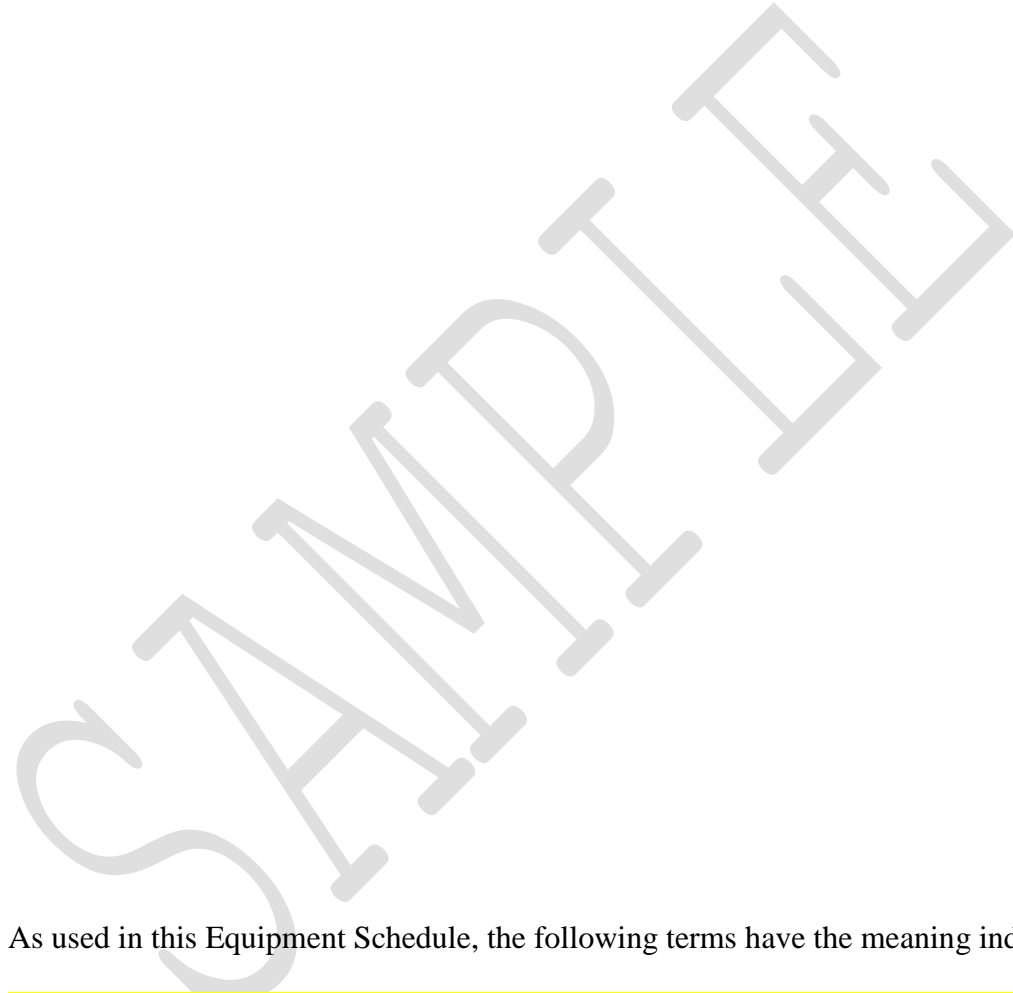
The Equipment is as follows:

[Insert Equipment description]

SAMPLE

PAYMENT SCHEDULE
Initial Fixed Rate: [•]%
Accrual: Actual/360

No.	Rental Payment Date	Principal Component	Interest Component	Total Payment	Principal Balance
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As used in this Equipment Schedule, the following terms have the meaning indicated.

["Adjusted Rate" means that rate per annum equal to the sum of the LIBOR Rate as of the Computation Date plus 145 basis points (1.45%).]

["Adjustment Date" means [•].]

["Computation Date" means the [90]th day preceding the Adjustment Date.]

"LIBOR Rate" means the offered rate for deposits of U.S. dollar deposits of not less than \$1,000,000 for a twelve-month period which the British Bankers' Association has most recently

fixed as its twelve-month LIBOR rate on or prior to the Computation Date, as determined by Lessor in Lessor's reasonable discretion.

“Prepayment Date” means [•].

(a) Prepayment Option. Lessee shall have the option to prepay the Rental Payments and purchase the Equipment under this Equipment Schedule on the Prepayment Date not less than [30] days prior written notice to Lessor. The purchase price to be paid by Lessee shall be equal to 100% of the aggregate principal components of Rental Payments remaining unpaid after payment of the Rental Payment that is due on the Prepayment Date.

(b) Adjustment of Interest Rate and Rental Payments. If Lessee has not given notice of the exercise of its option to prepay the Rental Payments as provided in (a) above, then on the Computation Date Lessor shall determine the Adjusted Rate and shall compute the Rental Payments payable during the following Renewal Terms. Lessor shall announce the Adjusted Rate and Rental Payments so determined by telephonic notice to Lessee on the Computation Date, and shall confirm such notice with an amended Exhibit B in writing to Lessee sent by wire, telex, telecopier, or similar means of communication, on the same day.

LESSEE'S AUTHORIZING RESOLUTION

SAMPLE

LESSEE'S CERTIFICATE

Lessee: [•]

Equipment Schedule No. [•]

Dated [•]

In connection with proceedings relating to the signing and delivery of the Master Lease Purchase Agreement dated as of [•] and the related Equipment Schedule No. [•] identified above (collectively, the "Lease"), between FirstMerit Equipment Finance, Inc., as lessor, and the Lessee identified above, the undersigned certify (with capital terms used and not defined herein having the meanings assigned to them in the Lease) that they are the duly appointed, qualified and acting President and Treasurer, respectively, of the Lessee and that:

1. The following are the incumbents of the offices indicated before their respective names for the year [2012]:

President	-	[•]
Vice President	-	[•]
Treasurer	-	[•]
Superintendent	-	[•]

2. During the year [2012], regular meetings of the Lessee are held on [•] of each month, commencing at [•] o'clock, p.m., at [•]. All meetings of the Lessee, and of its committees and any other public bodies, at which the formal actions relating to the Lease were taken, or at which deliberations that resulted in those formal actions were held, were open meetings, and those formal actions were taken and any such deliberations took place while those meetings were open to the public in compliance with the law, including Section 121.22 of the Ohio Revised Code. The Lessee has adopted rules pursuant to Section 121.22(F) of the Ohio Revised Code with respect to its meetings and to the meetings of its committees and any other public bodies of the Lessee over which it has rule-making authority.

3. Attached hereto as Attachment A is a true and complete copy of the resolution adopted by the Lessee on [•], authorizing the Lease; that resolution has not been amended, repealed, rescinded or revoked.

5. We have signed the Lease in our official capacities, our signatures as shown on the Lease are genuine, and we were, at the date of that signing and are now, the duly chosen, qualified and acting officials indicated in the Lease and herein and are authorized to sign the same in the manner appearing thereon.

6. To our knowledge, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the signing or delivery of the Lease, or contesting or questioning the proceedings and authority under which the Lease has been authorized, signed or delivered, or the validity of the Lease, and, specifically, no judicial action or

proceeding challenging the validity of the Lease has been commenced by personal service on the Lessee's chief executive officer or legal officer or fiscal officer.

7. To our knowledge, the Lessee's signing and delivery of, and the performance of its obligations under, the Lease do not and will not conflict with or violate any existing provisions of the Constitution or laws of the State of Ohio or any order, writ, injunction or decree of any governmental authority, or constitute a default under or conflict with or violate any indenture, mortgage, deed or trust or other agreement or instrument to which the Lessee is a party or by which it or any of its property is bound.

8. Neither the existence nor the boundaries of the Lessee nor the title to our respective offices is or are being contested in any judicial or administrative proceeding.

9. No authority or proceeding for the signing and delivery of or payment of or security for the Lease has been repealed, revoked or rescinded.

10. No petitions for referendum with respect to any measure authorizing the signing and delivery of or payment of or security for the Lease, or the carrying out of the governmental purposes to which the proceeds of the Lease are to be applied, and no petitions seeking to initiate any measure affecting the same or the proceedings therefor, have been filed.

Dated: [•]

[•]

[•]

I certify that the above signatures are genuine.

[•]

PAYMENT OF PROCEEDS INSTRUCTIONS

FirstMerit Equipment Finance, Inc.
106 South Main Street
Akron, OH 44308

Re: Equipment Schedule No. [●] dated [●] (the "Equipment Schedule") to Master Lease Purchase Agreement dated [●] between FirstMerit Equipment Finance, Inc. ("Lessor") and [●] "Lessee").

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Equipment Schedule as follows:

Name of Payee: [●]

By check

By wire transfer

If by check, Payee's address:

If by wire transfer, instructions as follows:

Pay to (name of bank):

For Account of:

Account No.:

ABA No.:

[●]

By: _____

Name: [●]

Title: [●]

ACCEPTANCE CERTIFICATE

FirstMerit Equipment Finance, Inc.
106 South Main Street
Akron, OH 44308

Re: Equipment Schedule No. [●] dated [●] to Master Lease Purchase Agreement dated [●] between FirstMerit Equipment Finance, Inc. and [●]

Ladies and Gentlemen:

In accordance with the above-referenced Master Lease Purchase Agreement (the "Master Lease"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, FirstMerit Equipment Finance, Inc. ("Lessor") as follows:

(1) The Equipment, as such terms are defined in the above-referenced Equipment Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Lease) exists at the date hereof.

(4) Attached is a completed Exhibit 1 containing all serial numbers or other applicable information.

Date: [●]

[●] as Lessee

By: _____

Name: [●]

Title: [●]

BANK QUALIFICATION AND ARBITRAGE REBATE

FirstMerit Equipment Finance, Inc.
106 South Main Street
Akron, OH 44308

Re: **Equipment Schedule No.** [●] to Master Lease Purchase Agreement between FirstMerit Equipment Finance, Inc. and [●]

Qualified Tax-Exempt Obligation

(Check box for Bank Qualified designation)

Lessee hereby designates this Equipment Schedule as a “qualified tax-exempt obligation” as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Equipment Schedule falls, in an amount not exceeding \$10,000,000.

Non-Bank Qualified Tax-Exempt Obligation

(Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Equipment Schedule.

*****Note: ONE of the boxes above MUST be checked.***

Arbitrage Rebate

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Equipment Schedule will be expended for the governmental purposes for which this Equipment Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Master Lease and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Rental Payment due under this Master Lease.

LESSEE: [●]

By: _____

Name: [●]

Title: [●]

[Address]

OPINION OF COUNSEL

To: [To Lessor and Lessee]

Ladies and Gentlemen:

We have acted as [●] to the [●] (“Lessee”) in connection with its execution and delivery of Equipment Schedule No.[●] dated [●] (the “Schedule”) to the Master Lease-Purchase Agreement dated [●] (the “Master Lease” and, collectively with the Schedule, the “Lease”), between FirstMerit Equipment Finance, Inc., as lessor (the “Lessor”), and the Lessee, as lessee. Capitalized terms used herein and not defined herein have the respective meanings given to them in the Lease.

In rendering this opinion, we have examined photocopies of the executed Schedule and the Master Lease. We have also examined certain other documents, including certificates, opinions and records (but did not review any minutes of meetings of the governing board of the Lessee other than the meeting at which the Lease was authorized) and we made such investigations concerning applicable laws, as we considered to be appropriate for the purpose of rendering this opinion. For such purpose, we assume the authenticity of all original documents and the conformity to original documents of all copies of documents, the accuracy and completeness of all certificates and records as to factual matters, the authenticity of all signatures on documents and the legal capacity of signers to execute the documents.

Based upon the foregoing examination and review, we are of the opinion that, under existing law:

1. The Lease is legal, valid, binding, and enforceable against the Lessee in accordance with its terms subject to bankruptcy, insolvency and similar laws affecting creditors rights and to the exercise of judicial discretion.

2. The Lessee’s execution and delivery of the Lease and the performance of its obligations under the Lease do not and will not conflict with or violate any existing provisions of the Constitution or laws of the State of Ohio or, to the knowledge of our lawyers responsible for this matter, any order, writ, injunction or decree of any governmental authority, or, to the knowledge of our lawyers responsible for this matter, constitute a default under or conflict with or violate any indenture, mortgage, deed of trust or other agreement or instrument to which the Lessee is a party or by which it or any of its property is bound.

3. No consent, approval, or other authorization by any regulatory authority having jurisdiction over the Lessee is required for the Lessee to enter into the Lease or perform the actions required on its part to be taken under the Lease.

4. The Lessee is a political subdivision of a State for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”).

As used in this opinion the term “our lawyers responsible for this matter” includes only those lawyers now with this Firm who have given substantive attention to this matter.

In giving the foregoing opinions, we have assumed the due authorization, execution and delivery by, and the binding effect upon and enforceability against, the Lessor of the Lease.

We are furnishing this opinion to you solely for your benefit and that of your assigns and no other person or entity shall be entitled to rely on any matter set forth herein without the express written consent of the undersigned.

Respectfully submitted,

SAMPLE

IRS FORM 8038G/8038GC

SAMPLE

EVIDENCE OF SALES TAX EXEMPTION

SAMPLE

EVIDENCE OF INSURANCE COVERAGE

SAMPLE

LESSEE CERTIFICATE

In connection with Equipment Schedule No. 1 to the Master Lease Purchase Agreement dated July 15, 2013 (together with any and all addenda, exhibits and attachments thereto, the "Lease"), between FirstMerit Equipment Finance, Inc., as lessor (the "Lessor"), and the Board of Education (the "Board") of the Rocky River City School District, Ohio (with the Board, the "District"), as lessee, I certify that:

1. The following are the members and officers of the Board for calendar year 2013:

Jon Fancher, President	Jay Milano
Jean A. Rounds, Vice-President	Scott Swartz
Kathleen Goepfert	

2. Greg R. Markus, CPA, is the Treasurer/CFO of the Board.

3. All meetings of the Board, and of its committees and any other public bodies, at which the formal actions relating to the Lease were taken, or at which deliberations that resulted in those formal actions were held, were open meetings, and those formal actions were taken and any such deliberations took place while those meetings were open to the public in compliance with the law, including Section 121.22 of the Ohio Revised Code. The Board has adopted rules pursuant to Section 121.22(F) of the Ohio Revised Code with respect to its meetings and to the meetings of its committees and any other public bodies of the Board over which it has rule-making authority. All requirements and procedures for giving notice and notification of all meetings were complied with.

4. Attached hereto is a true, compared and complete copy of a resolution adopted by the Board on June 20, 2013 (the "Authorizing Resolution"), approving the Lease; that resolution has not been rescinded or repealed.

5. Attached hereto is a true, compared and complete copy of the signed Lease.

6. I have executed the Agreement in my official capacity, my signature as shown on the Lease documents is genuine, and I am, at the date of that execution and am now, the duly chosen, qualified and acting official indicated in the Lease and herein and am authorized to execute the same in the manner appearing thereon.

7. To my knowledge, no litigation or administrative action or proceeding is pending or threatened to restrain or enjoin the signing or delivery of the Lease, or contesting or questioning the proceedings and authority under which those documents have been authorized, signed or delivered, or the validity of the Lease.

8. To my knowledge, the District's execution and delivery of, and the performance of its obligations under, the Lease do not and will not constitute a default under or conflict with or violate any indenture, mortgage, deed or trust or other agreement or instrument to which the District is a party or by which it or any of its property is bound and will not conflict with or violate any existing provisions of the Constitution or laws of the State of Ohio or any order, writ, injunction or decree of any governmental authority.

The date of this Certificate is July ____, 2013.

Name: Greg R. Markus, CPA
Title: Treasurer/CFO
Board of Education of the
Rocky River City School District, Ohio

I certify as of the date specified above that the above signature of the Treasurer/CFO of the Board of Education is genuine.

Name: Dr. Michael G. Shoaf
Title: Superintendent of Schools
Board of Education of the
Rocky River City School District, Ohio

Marija Ahmetspahic
Mark Barrow
Joyce Becker
Kathy Bierman
Judith Carlin
Suzanne Collart
Patty Corrigan
Barbara Datko
Anne Demanelis
Mary Lou Eldred
Janine Exner
Paige Farling
Janet Geddes
Dawn Gorman
Cheryl Hackenberg
Karen Harris
Kathleen Hauer
Katy Helms
Rose Mary Hovan

Helen Johnson
John Johnson
David Kennedy
Julie Kovalik
Thomas Krall
Mary Kay Maimone
Eileen McBride
Patricia Mikuluk
Conor Milner
Priscilla Mohr
Walter Moss
Volinas Neculaescu
Lisa Nose
Patricia Novak
Colleen O'Toole
Jackie Paskert
Rita Randall
Solomon Ribis
Cathy Ruffus

Beverly Sajna
Paula Santiago
Daniel Scheeff
Lisa Schill
Sandy See
Janet Seltz
Bradley Stadler
Abbianne Stefanov
Robin Story
Nancy Suttle
Anne Tomazin
Dino Topalovic
Jackie Vaudrin
Patty Vogdes
Theresa Walling
Terry Winfield
Joyce Younglas
Patricia Zangerle
Daniel Zerbey

Appoint Certificated Personnel – Substitute Teachers

<u>NAME</u>	<u>NAME</u>	<u>NAME</u>	<u>NAME</u>
Cynthia Bacon	H. Patrick Gillespie	Eileen Malloy	Scott Rhee
Michelle Bashian	Donna Greenwell	Pamela Maly	Kathryn Rieg
Bridget Bellomy	Lori Grierson	Eileen McBride	Amy Ruebsteck
Carolyn Blake	Kimberly Haikal	Ann McFarland	Janet Schneider
Patricia Boehm	Christine Hammel	*Brittany Milla	Jacqueline Seedhouse
Barbara Boyle	Katie Hipp	Joanne Miller	Nicole Shaner
Eric Burgess	Christine Holly	Ross Miller	Ann Sidun
Shari Caruso	Joyce Hronek	Priscilla Mohr	Judith Sperli
Annette Constantino	Tom Huntley	*Robin Niksa	Brooke Springer
Kimberly DeCrane	Carol Kobus	Cliff Novak	Elizabeth Steinmetz
Leigh Dimond	Sandra Kuluris	Frank O'Grady	Ellen Trepanier
Karen Dixon	Ken Linden	Adelaide Olander	
Paige Farling	Marcia Lucietta	David Owens	
Rachel Gall	Kathleen Maciuszko	Nancy Pommerening	

Resolution to Terminate Employment

On the Recommendation of the Superintendent of Schools, the Board of Education Hereby Discharges Clarisse Smalls for Just Cause in Accordance With the Letter to Ms. Smalls Dated June 11, 2013.

RESOLUTION TO AUTHORIZE PAYMENT OF SUBSTITUTE TEACHERS

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the daily rate of pay to be effective August 1, 2013, for Substitute Teachers be set at Eighty-Five dollars (\$85.00) per day for the first ten (10) consecutive days in the same position; Ninety dollars (\$90.00) per day shall be paid for the second ten (10) consecutive days in the same position; daily rate at BA, Step 1 on the teachers' salary schedule shall be paid for the next forty (40) consecutive days; and thereafter at the daily rate on the teachers' salary schedule based upon the substitute teacher's training and experience with a maximum credit of ten (10) years' experience.

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the daily rate of pay to be effective August 1, 2013, for Substitute Teachers who are former retired teachers of the Rocky River City School District be set at One Hundred Five dollars (\$105.00) per day for the first ten (10) consecutive days in the same position; One Hundred Ten dollars (\$110.00) per day shall be paid for the second ten (10) consecutive days in the same position; daily rate at BA, Step 1 on the teachers' salary schedule shall be paid for the next forty (40) consecutive days. Substitutes in long term substituting assignments who reach the 61st consecutive day in a position, and who previously were full time teacher with, and who have retired from, the Rocky River City School District, would be placed on the 61st consecutive day will all subsequent days on the current salary schedule on the step and educational level at which they retired.

Master Service Agreement

THIS MASTER SERVICE AGREEMENT (the "**Master Service Agreement**") is made as of June 18, 2013 to be effective (July 1, 2013) by and between the Governing Board of the Educational Service Center of Cuyahoga County, acting on behalf of the North Coast Shared Service Alliance (jointly as vendor, hereafter referred to as the "**Company**"), and Rocky River City Schools (the "**Client**" and, together with the Company, the "**Parties**").

RECITALS

WHEREAS, the Educational Service Center of Cuyahoga County, the Medina County Educational Service Center, the Educational Service Center of Lorain County, and Rachel Wixey and Associates have entered into a Partnership Agreement to establish the North Coast Shared Service Alliance to provide various services to area school districts; and

WHEREAS, pursuant to the Partnership Agreement, the Educational Service Center of Cuyahoga County is authorized to enter into service agreements on behalf of the North Coast Shared Service Alliance for the provision of such services to client school districts; and

WHEREAS, the Client wishes to purchase certain Services, and the Company wishes to provide such Services to the Client, pursuant to and in accordance with the provisions of this Master Service Agreement and each service may be executed by the Parties pursuant to the Master Service Agreement.

NOW, THEREFORE, IN CONSIDERATION of the premises hereof, and the mutual promises and obligations herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

A. **Scope of Service**

Recruitment

The Company will provide the Client with recruitment of school based employees for substitute certified positions as needed.

Compliance

The Company will ensure all state requirements are met and manage all records compliance for employees working for the Client and / or at the Client site(s).

Employment

The Company will provide professional employment services for substitute school employees working for the Client, and maintain responsibility for accurately tracking substitute work time, processing payroll, managing risk and paperwork associated with unemployment and worker's compensation. The Company will carry the liability insurance required for all substitute employees working for the Client and / or at the Client site(s).

Reasonable Assurance

At the end of each school year, the Company will be responsible for providing all substitute teachers a letter of reasonable assurance for work after seasonal employment. The Company will solicit a letter of intent from each substitute teacher to identify their interest and intent in returning for substitute assignments the following school year. The Company will audit each substitute teacher personnel file and require all licensure requirements be updated before returning for assignment the following school year.

Scheduling and Aesop Administration

The Company will provide the scheduling of substitute employees as needed, in the absence of a Client employee or other regular staff member of the Client. The Company will serve as Aesop Administrator for the Client, and the Client will experience and have full use of the Aesop system and all features. The Client will maintain the contract with Aesop for use of their software if the Client does not wish to manage their own vendor contract.

Training

The Company believes that better preparation, training and development produces higher quality educators in the classroom. The Company holds Teacher preparation as a high priority and takes responsibility to ensure each substitute teacher recruited by the Company will be provided training through Public School Works. The Company will require all non-educators to have additional training for best practices in classroom preparedness.

The Company will ensure training deadlines for substitutes have been met within three months of employment in the Client worksite(s).

The Company will conduct new hire orientations for all new substitutes hired to work at the Client worksite(s). Orientations will be designed to include the Client information and policies, as well as Company specific information.

Payroll Administration and Retirement

The Company will provide payroll services for all employees assigned to the Client worksite(s). The Company is responsible for ensuring all taxes, unemployment burden, worker's compensation burden and liability insurances are fully covered for each person employed by the Company. The Company will manage the deduction for State Teaching Retirement System (STRS), and provide the employee retirement deductions for STRS, along with the state required reporting. STRS payments will be submitted immediately following each payroll. The Company will provide the Client with the necessary payroll reports for Client records. The Company will be responsible for the 14% Board retirement contribution for payment to the appropriate retirement system STRS.

B. Patient Protection and the Affordable Care Act

The Company will be responsible for managing the Administrative burden of the Affordable Care Act for all substitute employees working for in the Client work sites. This includes Administration, Reporting, and Governmental Agency interface, tracking critical real time data

needed to manage potential costs, and assuming accountability for regulatory compliance. The Client will not experience any cost associated with substitute employees working throughout a 185 day school year, unless approved by the Client prior to substitutes meeting requirements.

C. Supervision and Safety

The Client will provide the primary Workplace Security and Supervision, including on-site work performance and productivity of all employees provided by the Company. The Company will reinforce any Client policy as requested, and will enforce all policies set forth by the Company. The Company does not accept responsibility for any property loss or damage that may be caused by the deliberate acts or omissions of the employees provided.

The Client agrees to use the Company's employees only to perform the duties for the specific position for which they were assigned and agrees that duties will not be altered or expanded in any way without the prior written consent of the Company.

The Client is solely responsible for compliance to all applicable health and safety laws, including any pertinent OSHA and/or FDA regulations and requirements. The Client will communicate to the Company employees all hazards in the workplace, provide any training or equipment which may be required or normal and customary in its business, and will take due care to protect employees from exposure to any hazardous conditions or materials.

D. Equal Opportunity Employer

The Parties agree that they are Equal Opportunity Employers and do not discriminate based on an employee's race, color, sex, age, religion, national origin, mental or physical disability, ancestry, military discharge status, sexual orientation, marital status, source of income, parental status, housing status, or other protected status, in accordance with applicable federal and state law.

E. Service Fees

The applicable fees for each Service delivered pursuant to the Agreement (together with the Additional Fees, if any, the "Service Fees") shall be set forth in the following cost structure:

The Company agrees to provide professional Human Resource services specific to recruiting, qualifying, scheduling, training and development, hiring and payroll as outlined in (A), (B) and (C) by the following rates:

Substitute Teacher positions	
<u>Pay rate</u>	<u>Corresponding Bill Rate</u>
\$70.00/day	\$90.70/day
\$75.00/day	\$96.75/day
\$80.00/day	\$102.80/day
\$85.00/day	\$108.85/day
\$90.00/day	\$114.90/day

\$95.00/day	\$120.95/day
\$100.00/day	\$127.00/day

The Company will track consecutive and accumulated day increases as required by the Client, and process payrolls according to the Client pay scale.

F. Payment Terms

All invoices issued by the Company shall be due and payable within 15 calendar days of the invoice date. The Client agrees to pay the Company by the Price Structure outlined herein.

G. Confidential Information

Each Party agrees to use the other Party's Confidential Information solely for the purposes of carrying out its obligations under this Agreement, and to refrain from disclosing that Confidential Information to any third-party, unless and to the extent: (a) any disclosure is necessary or appropriate in connection with the performance of its obligations or exercise of its rights under this Agreement; (b) any disclosure is required by applicable law including public records law (O.R.C. §149.43, *et seq.*) or open meetings law (O.R.C. §121.22, *et seq.*); provided that, if practicable, the party required to make such disclosure uses reasonable efforts to give the party to whom the relevant Confidential Information relates reasonable advance notice thereof (i.e., so as to afford that party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure) and the Confidential Information is only disclosed to the extent required by law; (c) any disclosure is made with the consent of the disclosing party; or (d) to employees, consultants or agents to whom disclosure is necessary to realize the benefit of this Agreement and who agree to be bound by the terms hereof.

H. Term Agreement

The initial term of this Agreement shall be July 1, 2013 – September 30, 2014 (the "**Initial Term**"). The Initial Term of the Agreement shall automatically be extended for additional successive periods of one year each (each, a "**Renewal Term**," and, together with the Initial Term, the "**Term**") at the conclusion of the Initial Term and each Renewal Term, unless either Party shall give written notice of termination to the other Party at least sixty (60) calendar days prior to the commencement of the applicable forthcoming Renewal Term; or, either party may terminate services with a sixty (60) notice.

IN WITNESS WHEREOF, the Parties have caused this Master Service Agreement (five total pages) to be executed by a duly authorized representative thereof, respectively, as of the Effective Date.

Prepared and Agreed by:
**Governing Board of the Educational Service Center
of Cuyahoga County, acting on behalf of the**

North Coast Shared Service Alliance

By: _____
Print name: _____
Title: _____

Acknowledged and Agreed by:

Rocky River City Schools

By: _____
Print name: _____
Title: _____

Resolution to Approve Change Management Items (CMI's)

BE IT RESOLVED by the Board of Education of the Rocky River City School District that the following Change Management Items for the Rocky River High School Additions and Renovation Project, Kensington Intermediate School Addition and Renovation Project and Goldwood Primary School Addition and Renovation Project be ratified as previously recommended by the Architect and the Executive Director of Construction Services.

ROCKY RIVER HIGH SCHOOL SCHOOL ADDITIONS AND RENOVATION PROJECT:

<u>CHANGE EVENT</u>	<u>DESCRIPTION</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
O48	Contractors were directed to work overtime on Saturdays to make up days lost due to inclement weather. The costs included in this change proposal are the premium overtime costs (1/2 time only) for the overtime hours that the general trades contractor worked on masonry to expedite the building additions.	Mosser Construction, Inc.	\$17,485.94
108	The walls of the existing art storage room in existing G-Wing needed to be extended and upgraded to obtain a 1-hour fire rating, as this room was converted to a new electrical room (Room 1044). Also, temporary doors were installed to an adjacent art storage room, as access to this adjacent room was cut off when the electrical room was constructed over Spring Break 2012 so that the new Science Addition could be fed from this electrical room.	Mosser Construction, Inc.	\$4,579.78
115	Perform masonry cutting and patching associated with relocating the exposed ductwork	Mosser Construction, Inc.	\$2,061.90

on the teaching wall of Instrumental Room 1114 to a higher elevation.

163	<p>Repair plaster wall conditions that were exposed after the initial demolition during Summer 2012 and in Area H2 (Math Wing). Work also includes the construction of new stud/drywall chase walls or soffits in various areas to accommodate the existing building construction. The contractor's initial quote for this change was \$264,912.78. After a detailed review of the contractor's responsibility for wall repairs in various areas, this recommended change order amount for unforeseen plaster repairs is \$83,963.24.</p>	<p>Mosser Construction, Inc. (Plaster Repairs)</p> <p>Mosser Construction, Inc. (Stud/Drywall Walls)</p> <p>Subtotal</p>	<p>\$69,484.75</p> <p><u>\$14,478.49</u></p> <p>\$83,963.24</p>
181	<p>Remove and replace existing ceiling tile in Family and Consumer Science 2057 and some portions of the Area H2 classrooms, as requested by the School District. These existing ceilings were scheduled to remain.</p>	<p>Mosser Construction, Inc.</p>	<p>\$6,608.66</p>
217	<p>Remove and re-install the acoustical cloud ceilings in the Commons to accommodate the relocation of the main gas line on the boiler room wall to above the ceiling. A portion of this cost (approx. \$900) will be backcharged to the HVAC Contractor under a separate CMI for a portion of the lift rental that was also used to repair/replace ceiling panels that were damaged by the HVAC Contractor.</p>	<p>Mosser Construction, Inc.</p>	<p>\$4,374.81</p>
244	<p>Revise the concrete sidewalks and delete the stone seat walls at the Wagar Road parking lot, per the Campus Master Site Plan. The stone veneer is already on site and will be turned over to the School District. A portion of this stone veneer is being utilized in the changes at the new Detroit Road entrance plaza under a</p>	<p>Mosser Construction, Inc.</p>	<p>(\$9,198.49)</p>

separate CMI.

256	Install support legs under the cantilevered countertops on the platform in the Media Center per ASI 072.	Mosser Construction, Inc.	\$893.25
281	Remove and replace the number tags on all existing corridor lockers to remain to establish a sequential numbering system for the lockers and to have a consistent number location for the new and existing lockers. This CMI was previously presented in Change Proposal #20 but the cost was incorrect. The total cost for this change is \$3,705.38, in lieu of the \$2,131.99 that was previously presented.	Mosser Construction, Inc.	\$3,705.38
289	Extend a new concrete sidewalk and vinyl-coated chain link fencing around the southeast addition at the Field House per ASI 080.	Mosser Construction, Inc.	\$7,607.80
291	Revise the new discus and shot put fields, as requested by the School District. Work involves relocating and reducing the quantity of new concrete pads and not providing one (1) new discus cage.	Mosser Construction, Inc.	(\$4,243.56)
298	Install a new underground conduit to the Field House and install sleeves through halls in the Field House and Maintenance Building to accommodate technology cabling to be installed by others for wireless access.	Lake Erie Electric	\$3,009.16
301	Reduce the amount of metal wall tile in the cafeteria area and paint the walls in the corridors to match adjacent corridors. The only metal wall tile to remain in this area is on the Concessions wall within the cafeteria.	Mosser Construction, Inc.	(\$15,701.88)
304	During demolition in the Main Gym Locker Rooms, a hole in the concrete plank flooring was	Mosser Construction, Inc.	\$810.12

discovered within an existing wall. This hole was infilled with concrete to accommodate the new room layout.

305	During demolition in the Main Gym Locker Rooms, a 2 nd ceiling was discovered in the area of new rooms 1130, 1130A, 1131 and 1131A. This 2 nd ceiling was removed to accommodate the new construction.	Mosser Construction, Inc.	\$353.54
308	During demolition in the Main Gym Locker Rooms, a 2 nd floor (linoleum) was discovered under the finished flooring in the area of new Rooms 1130, 1130A, 1131, and 1131A. This 2 nd flooring material was removed to accommodate the new construction.	Mosser Construction, Inc.	\$335.05
311	Install four (4) twistlock electrical receptacles with dedicated circuits in the technology closets to accommodate the UPS units for the technology equipment.	Lake Erie Electric	\$1,414.35
322	Install a thickened slab to support the new vending screen wall in the Athletics Lobby, in lieu of the specified foundation system. This wall is not loadbearing and a thickened slab was deemed to be sufficient. This change also involves additional reinforcement within the screen wall.	Mosser Construction, Inc.	(\$1,579.99)

323	Construct a divider wall between the existing roof and new canopy at the Wagar Road entrance to separate the opposing drainage patterns for these roof areas.	Mosser Construction, Inc.	\$916.13
329	Remove concrete that was discovered under the existing Main Gym flooring at the south doorways to accommodate the new wood floor system. The existing wood floor slats had been glued directly to this concrete. The concrete was removed to install the new wood floor system to the doorways and to allow movement in this floor system as required by the floor manufacturer.	Mosser Construction, Inc.	\$774.98

KENSINGTON INTERMEDIATE SCHOOL ADDITION AND RENOVATION PROJECT:

<u>CHANGE EVENT</u>	<u>DESCRIPTION</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
100	The general trades contractor replaced acoustical ceiling tiles in the existing 2 nd grade wing and the Admin. Addition at Goldwood Primary School for other contractors. The appropriate contractors are being backcharged for their portion of the work. Boak & Sons has a single contract that includes the roofing work at Kensington and Goldwood and this entire contract is being tracked under the Kensington project.	Boak & Sons, Inc.	(\$111.84)
101	Reconcile Allowances #1 and #2 associated with replacing existing roof sheathing and insulation at Kensington. Of the \$15,000 total for these allowances, only \$1,038.00 was used, resulting in a deduct change order in the amount of \$13,962.00.	Boak & Sons, Inc.	(\$13,962.00)

**GOLDWOOD PRIMARY SCHOOL ADDITION AND RENOVATION
PROJECT:**

<u>CHANGE EVENT</u>	<u>DESCRIPTION</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
029	Revise the roof drainage on the Admin. Addition resulting in the elimination of one (1) roof drain.	Miller Plumbing & Heating	(\$1,017.74)
037	The general trades contractor replaced acoustical ceiling tiles in the existing 2 nd grade wing and the Admin. Addition at Goldwood for other contractors. The appropriate contractors are being backcharged for their portion of the work. Note: The backcharge to Boak & Sons is included on a separate Change Proposal for Kensington, as Boak & Sons' contract for the roofing work at Kensington and Goldwood is being tracked under the Kensington project.	Mosser Construction, Inc.	\$2,211.84
		Miller Plumbing & Heating	(\$111.84)
		Digital Security Systems	(\$34.86)
		South Shore Electric, Inc.	(\$615.14)
		PK Mechanical	(\$946.70)
041	Reroute existing data cabling that was encountered during the creation of new door openings in the existing walls of the old Admin. Area.	Horizon Information Services	\$265.07

**EXHIBIT Q
BOARD OF EDUCATION MEETING
JUNE 20, 2013**

RESOLUTION TO APPROVE CANDIDATE FOR GRADUATION

BE IT RESOLVED by the Board of Education of the Rocky River City School District that Robert Toth who has completed the course requirements as specified by Policy, be approve for graduation form Rocky River High School.