

AGENDA

**Revere Local School District
Revere Board Meetings
June Work Session
Tuesday, June 12, 2018, 5:30 pm - 7:30 pm
Administration Building**

I. CALL TO ORDER

II. ROLL CALL

1. Dana Appel
2. Claudia Hower
3. Chris Kostoff
4. Diana Sabitsch
5. George Seifert

III. EXECUTIVE SESSION - 5:30 p.m.

Personnel: To consider the dismissal of a public employee.

IV. TREASURER'S AGENDA

1. Bus Purchases, Attachment T-1

The Treasurer recommends that the Board of Education approve the purchase of two (2) 72-passenger school buses and one (1) 72-passenger school bus with lift as detailed in Attachment T-1.

V. SUPERINTENDENT'S AGENDA

1. Certificated Personnel

a. Resignation

It is recommended that the Board of Education approve the resignation of Teresa Bertram (Intervention Specialist, RMS) effective the close of business June 1, 2018.

b. New Hires

It is recommended that the Board of Education approve the following new hires beginning with the 2018/2019 school year:

Sarah Coon / ELA RHS / Masters, Step 0 for \$47,803.00
Angela Mandela / Grade 5 BES / Masters, Step 1 for \$50,408.00

c. Long Term Substitute

It is recommended that the Board of Education approve Kristen Corcoran as the long term substitute for Amy Lewis, Grade 1, effective May 8, 2018.

It is further recommended that the Board of Education non-renew Kristen as a LTS effective the end of business June 1, 2018.

2. Classified Personnel

a. Administrative Contract

It is recommended that the Board of Education approve a three (3) year contract for Jacqui Pursley, Assistant Treasurer (8/1/18-7/31/21).

b. Resignations

It is recommended that the Board of Education approve the following resignations, effective at the end of the 2017-2018 school year:

John Daraio / Education Aide, RHS Rtl

Shirley Walters / Education Aide, RMS

c. Head Coach - Girls' Basketball 2018-2019 School Year

It is recommended that the Board of Education approve Daniel Brown as the Head Coach for Girls' Basketball beginning with the 2018-2019 season with compensation for said season to be \$7,029.84.

3. Student Services

a. Tuition Agreement - Kids First/TOPS Program

It is recommended that the Board of Education approve the agreement detailed in Attachment 1 for a special education student to attend for a prorated portion of the 2017/2018 school year.

b. Summer 2018 ESY Services

It is recommended that the Board of Education approve the agreement with the Summit County Educational Service Center to provide Extended School Year Services to a special education student with tuition set at \$2,000.00

4. Other Business

a. Apple Lease - Grade 6 MacBooks

It is recommended that the Board of Education approve a lease with Apple for 235 units of 11-inch MacBook Air as detailed in Attachment 2.

b. Service Agreement Impact Group

It is recommended that the Board of Education approve the general service agreement with the Impact Group as detailed in Attachment 3.

VI. REVIEW of the Agenda for the June 26, 2018 Regular Meeting

VII. EXECUTIVE SESSION

Personnel: To consider the employment of a public employee (interviews).

VIII. ADJOURNMENT

New Document



Stock Unit(s)
72 Passenger Conventional
Cummins ISB engine

\$ 80,555

- Cummins ISB 250 hp / 660 tq engine
- Exhaust brake
- On/off fan drive
- 78 inch headroom
- Tilt steering wheel
- Allison 2500 PTS series transmission with synthetic fluid / 7 year warranty
- 10,000 lb. front axle and springs
- 11R 22.5 tires
- Full length perforated headliner
- "No Student Left Behind" feature
- Exterior light check feature
- 16 gauge side sheet metal
- Reflective School Bus signs and 2 inch reflective tape on the sides of the bus
- Noise Kill switch
- Front tow hooks
- AD-IP Air dryer
- 2-950 cca batteries (1850 cca total)
- 21,000 rear air suspension
- Oil lubricated front wheel bearings
- 100 gallon fuel tank between the frame rails
- Fuel water separator
- Gauges – air restriction gauge / ammeter
- Lower rub rail
- Air entrance door
- 50,000 mid ship heater
- 50,000 rear heater

- Heater booster pump
- Seat belt ready seat frames throughout bus
- Air ride driver's seat
- Strobe light on roof
- Air operated stop arm
- 12 volt power supply
- AM/FM/PA stereo / six speakers / outside PA speaker
- 10x30 interior rear view mirror
- Rosco exterior rear view mirrors
- Mirror lite HD cross view mirrors
- Stainless steel mirror brackets
- Warning light visors
- Rubber rear wheel fender extensions
- Ignition keyed alike
- 200 amp alternator
- Koroscal 1 piece flooring (no isle trim pieces)
- White Roof
- Tinted windows
- LED clearance lights and side turn signals
- Proflex coated step well



*See salesman for options that can be added to these units
*Subject to prior sale
(Cummins C)



Stock Unit(s)

72 Passenger

Conventional with lift

\$ 86,425

- 250 hp / 660 torque diesel engine
- Exhaust brake
- 78 inch headroom
- Tilt steering wheel
- 200 Amp alternator
- Allison 2500 PTS series transmission with synthetic fluid and 7 year trans warn
- 10,000 lb. front axle and springs
- 255 70R 22.5 steer tires
- Full length perforated headliner
- "No Student Left Behind" feature
- Exterior light check feature
- Koroseal "Pebble Tread" step treads
- 16 gauge side sheet metal
- Reflective School Bus signs and 2 inch reflective tape on the sides of the bus
- Noise kill switch
- Front tow hooks
- 65 gallon fuel tank
- AD-9 air dryer
- 3 batteries
- Ignition keyed alike
- 21,000 rear air suspension
- Flat floor configuration
- Heated fuel water separator
- Gauges – ammeter
- Oil lubricated front wheel bearings
- Lower rub rails

- Air operated entrance door
- 80,000 BTU rear wall mounted heater
- Heater booster pump
- Air ride driver's seat
- Seat belt ready seat frames throughout
- 9 – 39" seats on right
- 5 – 39" seats on left
- 4 – 39" track mounted seats on left
- Braun 1000 lb wheelchair lift
- Strobe light on roof
- air operated stop arm
- Motorized exterior rear view mirrors
- Mirror lite high definition cross view mirrors
- Stainless steel mirror brackets
- AM/FM/PA stereo with six speakers and exterior PA speaker
- Q strain retractable tie downs (3)
- Track flooring for 3 wheel chair positions
- Warning light visors
- White roof
- Tinted windows
- Koroseal One Piece Flooring (No isle trim pieces)
- Rubber fender extensions
- LED clearance lights and side turn signals



*See salesman for options that can be added to these units
*Subject to prior sale
(Cummins 72 lift)

NEW DOCUMENT

CONTRACT FOR HANDICAPPED PUPILS
Parental Institutional Placement in a School other than the Parent(s) District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS
PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, AND 3317.08 O.R.C.

School of Attendance

The Summit County Educational Service Center Board of Governors hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below to the Kids First/TOPS Program at the Robert J. Keegan Family Center for Autism with the **Revere Local School** Board of Education (District of Residence) for educational purposes for the school year of 2017-2018.

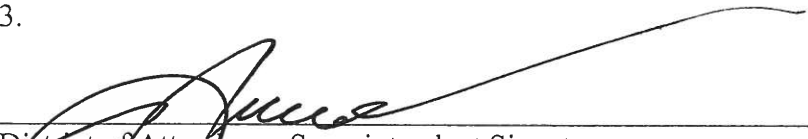
The **Revere Local Schools** Board of Education (District of Residence) hereby agrees to pay directly to the Summit County Board of Governors for each pupil(s) an amount equal to **\$55,000.00 annual tuition to be prorated at an amount of \$9,472.00** for the tuition as calculated by the Summit County Educational Service Center (District of Attendance).

The Summit County Board of Governors (District of Attendance) will NOT include these IEP (Individualized Educational Program) placed handicapped pupils in their ADM certification. The **Revere Local School** Board of Education will pay the above stated tuition and will count in their district ADM the students listed below. We hereby accept the pupil(s) listed below to our school on terms described above.

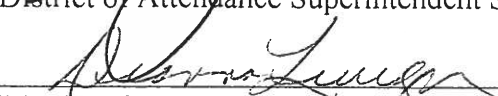
Name of Student

Address of Student

- 1.
- 2.
- 3.


 District of Attendance Superintendent Signature

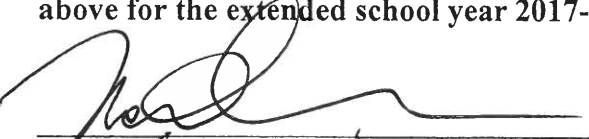
 4-10-18
 Date


 District of Attendance Treasurer Signature

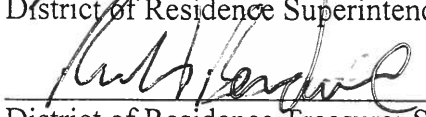
 4/17/18
 Date

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the extended school year 2017-2018.


 District of Residence Superintendent Signature

 4-30-18
 Date


 District of Residence Treasurer Signature

 4-30-18
 Date

Contract is required for parentally placed student.

NEW DOCUMENT

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 1
under Master Lease Purchase Agreement dated JULY 1, 2018

<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
BMTN2LL/A	11-Inch MacBook Air 5-pack withC+ (11-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000 with AppleCare+ for Mac)	47	\$4,260.00	\$200,220.00

Includes all attachments, proceeds, replacements, substitutions, repairs, restorations, modifications and improvements thereof or thereto

NEW DOCUMENT

This Services Agreement ("Agreement") having an effective date of _____, 2018, is entered into by and between The Impact Group Public Relations / Marketing Communications Inc., an Ohio corporation ("Impact Group"), with a principal place of business at 5100 Darrow Rd., Hudson, Ohio 44236, and Revere Local Schools ("Client"), with a principal place of business at 3496 Everett Road, Richfield, Ohio 44286. Client and Impact Group are hereinafter referred to as the "Parties" or forms thereof.

BACKGROUND INFORMATION

Impact Group and Client desire to enter into a contractual relationship whereby Impact Group will perform certain marketing services for Client upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals, which are an integral part of this Agreement and the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 SERVICES In accordance with the terms and conditions of this Agreement, Impact Group agrees to render the public relations services for Client set forth on the Statement of Work ("Statement of Work") attached to this Agreement and incorporated into this Agreement by reference (the "Services"). The Services may be changed from time to time by the mutual consent of Impact Group and Client, but any such modification will be reduced to writing and set forth on a revised Statement of Work. The Parties acknowledge and agree that multiple Statements of Work may be executed by the Parties pursuant to this Agreement and that all such Statements of Work shall be governed by and subject to the terms and conditions of this Agreement. Each Statement of Work is hereby made a part of and incorporated into this Agreement by reference herein.

2.0 COMPENSATION FOR SERVICES The fee for the Services shall be as set forth in the Statement of Work. Unless otherwise provided in the Statement of Work and except for the purchase of media space, time, printing and postage made by Impact Group as a part of the Services, Impact Group's fee shall be payable within thirty (30) days of receipt by Client of invoices rendered by Impact Group for Services performed during the preceding invoice period. Client shall pay for the cost of the purchase of any media space, time, printing and postage prior to the purchase by Impact Group of such space, time, printing and mailing. In addition, Client shall reimburse Impact Group for all out-of-pocket costs, fees and expenses incurred by Impact Group in connection with the performance of the Services. Client shall pay sales, use, property, gross receipts or any other taxes imposed upon the Services rendered, whenever payable, whether levied upon the Client or Impact Group. Client agrees to pay Impact Group a monthly finance charge of 1-1/2% of any fee or reimbursable expense not paid within 30 days of date of invoice. Client shall pay all reasonable costs and expenses, including attorney fees and costs, incurred by Impact Group in connection with any collection action for payment of the amounts due herein. Client shall pay a reasonable fee to Impact Group for non-sufficient funds.

3.0 OWNERSHIP OF MATERIALS All messaging methodologies, web marketing secrets, online publicity strategies, ideas, concepts, know-how, techniques or other materials originated and developed by Impact Group prior to commencement of this Agreement, and furnished to Client by Impact Group in the performance of the Services under this Agreement ("Pre-Existing Material"), shall remain the sole and exclusive property of Impact Group, provided that Impact Group grants to Client a non-exclusive, limited license to use the Pre-Existing Material solely in connection with any Deliverables, as defined below. Except to the extent any such property is Pre-Existing Material, all reports and all other tangible and intangible property prepared by Impact Group for Client pursuant to this Agreement (collectively, the "Deliverables") shall be considered "works made for hire" as that term is defined in Section 101 of the Copyright Act (17 U.S.C., Section 101) and be the sole and exclusive property of Client, free from any claim or retention of rights thereto on the part of Impact Group. Impact Group hereby assigns, and agrees to assign at any time after the date of this Agreement, to Client any right now held or hereafter acquired by Impact Group in the Deliverables including, but not limited to, copyright, patent or other statutory or common law protection, if any.

4.0 CONFIDENTIALITY During the performance of the Services Impact Group may disclose, or Client may obtain access to, develop or create, certain of Impact Group's valuable, confidential and proprietary information or materials. Such information and materials may include, but are not limited to, messaging methodologies, web marketing secrets, online publicity strategies, formulae, processes, methods, customer names, addresses, contacts, customer-specific information, vendor information, revenues, costs, profits, pricing methods and other financial information, employee lists and advertising, marketing and other business plans and information (collectively "Information"). "Information" also includes the existence of this Agreement and the identity of Impact Group as the provider of Services to the extent such Services are provided directly or indirectly in support of a political party, campaign, candidate, governmental entity, issue or other similar matter. Client agrees to hold all Information it obtains in strictest confidence and not disclose, reproduce, reverse engineer or otherwise use in any manner any of the Information without Impact Group's prior written consent. Client shall cause its employees or subcontractors to whom such Information is transmitted to be bound to the same obligation of confidentiality to which Client is bound. Client will be responsible for any breach of this Section by its employees, representatives and agents. The obligation of Client as to Information will apply to all Information regardless of how it is obtained or received by Client, whether written or oral or by visual observation, and whether or not marked as confidential at the time of the disclosure; provided, however, that the obligation of Client will not apply to any Information which is or becomes publicly available without breach of this Agreement by Client; is rightfully received by Client without obligations of confidentiality; is developed by Client without breach of this Agreement; or which Client is legally compelled to disclose. Client will return or deliver all tangible or computer-generated representations of the Information, and all copies or evidence thereof, within 5 business days of the request of Impact Group or immediately upon the termination of this Agreement or completion of the Services. Client expressly agrees and acknowledges that any violation, or threatened violation, of this Section 4 by Client will cause irreparable harm to Impact Group, and that Impact Group will be entitled to obtain preliminary and permanent injunctive or equitable relief, in addition to an equitable accounting of all profits or benefits arising out of such violation and any other remedies available, as may be deemed proper by a court of competent jurisdiction without posting any bond.

5.0 TERM; TERMINATION The term of this Agreement shall commence on the date of this Agreement and shall continue for the length specified on the Statement of Work or until completion of the Services. Notwithstanding the foregoing, this Agreement may be terminated by either Party: (1) immediately upon written notice to the other Party if the other Party is in breach of any of its obligations, representations or warranties hereunder provided that the breaching Party shall have 14 days to cure such breach, or (2) immediately upon written notice to the other Party upon the insolvency or bankruptcy of the other Party or upon the inability of the other Party to pay its debts in the ordinary course of its business. Upon termination of this Agreement, for any reason, Impact Group shall be entitled to payment, as provided for herein, of all fees and reimbursable expenses earned and payable through the date of termination.

6.0 NO WARRANTIES THE SERVICES PROVIDED BY IMPACT GROUP PURSUANT TO THIS AGREEMENT ARE PROVIDED BY IMPACT GROUP "AS IS" WITH NO WARRANTY OF ANY KIND. IMPACT GROUP MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT REGARDING THE DELIVERABLES OR ANY OTHER MATERIALS, AND WITH RESPECT TO THE RESULTS OR OUTCOME OF THE PERFORMANCE OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT IMPACT GROUP CANNOT CONTROL HOW THIRD PARTIES WILL USE, EDIT AND/OR DISTRIBUTE ANY PRESS RELEASE OR WRITTEN DOCUMENT FOR PUBLIC CONSUMPTION, AND AS SUCH, THAT THE IMPACT GROUP SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES INCURRED AS A RESULT OF THE ISSUANCE, PUBLICATION OR FAILURE TO ISSUE OR PUBLISH ANY PRESS RELEASE OR WRITTEN DOCUMENT FOR PUBLIC CONSUMPTION. IMPACT GROUP SHALL NOT BE RESPONSIBLE FOR THE TRUTH, ACCURACY, COMPLETENESS, QUALITY, APPROPRIATENESS, LEGALITY OR APPLICABILITY OF ANY PRESS RELEASE OR WRITTEN DOCUMENT FOR PUBLIC CONSUMPTION ISSUED OR DISTRIBUTED IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES. IMPACT GROUP DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION OR WARRANTY OTHERWISE MADE OR COMMUNICATED (ORALLY OR IN WRITING) INCLUDING, BUT NOT LIMITED TO, ANY OPINION, INFORMATION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO THE CLIENT BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF IMPACT GROUP OR ITS AFFILIATES, OR IN ANY OTHER FORM IN EXPECTATION OF THE SERVICES TO BE PERFORMED AS CONTEMPLATED BY THIS AGREEMENT.

7.0 LIMITATION OF LIABILITY

7.1 In no event shall Impact Group be liable to Client nor to any third party for any direct, indirect, incidental, special, exemplary, consequential, punitive or any other damages of any kind, including, but not limited to, damages for lost data, lost profits, lost revenue or costs of procurement of substitute goods or services, however caused and under any theory of liability, including, but not limited to, contract or tort (including products liability, strict liability or negligence), and whether or not Client was or should have been aware or advised of the possibility of such damages. In no event shall Impact Group's liability to any person or entity (including but not limited to Client) exceed the sums Impact Group has actually received from Client for the Services performed regardless of the basis on which said claim is based. The Parties agree that the mutual agreements made in this Section 5 reflect a reasonable allocation of risk, and that each Party would not enter into the Agreement without these limitations on liability.

7.2 Impact Group will obtain prior approval from Client (either orally or in writing) before issuing any press release, white paper or other written document for public consumption so that Client is fully aware of all claims, statements or presentations made by Impact Group on Client's behalf.

8.0 **COMPLETE AGREEMENT; AMENDMENTS** This Agreement (including any applicable Statement of Work) constitutes the entire agreement between the Parties with regard to its subject matter. No representations, understandings or agreement, written or oral, prior to or contemporaneous with the signing of this Agreement shall be binding upon either Party. No change, modification, waiver, termination or notice of termination shall be binding unless made in a writing specifically referring to this Agreement and signed by authorized representatives of both Parties. This Agreement is expressly limited to the terms and conditions set forth herein, and each Party hereto does expressly object to any additional and/or different terms and conditions (including any preprinted terms) that may appear on any document (other than a Statement of Work) forwarded by either Party to the other, either prior to, during or after the termination or expiration of this Agreement. In the event of a conflict between this Agreement and a Statement of Work, this Agreement shall control unless the Parties specifically and expressly state in the Statement of Work that they are modifying the terms of this Agreement, with specific reference to the Section(s) of this Agreement to be modified. Any such modification shall apply solely to the individual Statement of Work.

9.0 **GOVERNING LAW** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to its conflict of law principles, and the Parties submit to the exclusive jurisdiction of the federal or state courts located in Summit County, Ohio for adjudication of all disputes arising from this Agreement.

10.0 **NON-SOLICITATION** During the term of this Agreement, and for a period of one (1) year immediately following termination of this Agreement for any reason, Client agrees not to hire or solicit or induce any employee, worker or independent contractor of Impact Group who was directly engaged in the project encompassing the Services to accept employment or work (whether as an employee, contractor or otherwise) with Client (or any subsidiary, parent, etc. thereof) or to terminate or breach an employment, contractual or other relationship with his/her employer. General advertisements in newspapers, websites, or other public media of job openings or job fairs are not "direct solicitation" of employment.

11.0 **MISCELLANEOUS** Notwithstanding any other provision to the contrary, Impact Group may use the name, logo, trademark or any reference either direct or indirect of the Client in publicity releases, advertising, case studies or references without the consent of the Client. Client acknowledges and agrees that no provision of this Agreement shall be interpreted to restrict Impact Group in any manner from working with other clients, including those in the same or similar markets. The Parties agree that the provisions of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 shall survive the termination of this Agreement for any reason. The Parties agree that headings are for convenience only and shall be given no legal effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed to be original signatures. Failure or delay of either Party hereto to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any rights or remedies provided herein or by law, shall not release the other Party hereto from any of the obligations of this Agreement and shall not be deemed a waiver of any right of said waiving Party to insist upon strict performance hereof or of any rights or remedy of said waiving Party as to any prior or subsequent default hereunder. Impact Group will not be liable for any damages resulting directly or indirectly from any delay, including but not limited to fire, embargo, strikes, or acts of God, civil strife or insurrection, or from delay by reason of any rule, regulation or order of any government authority directly or from other causes. Except as provided in Section 7.2 hereof, any notice, request, demand, invoice or other correspondence required, permitted by or provided for in this Agreement shall be in writing and deemed given when delivered by hand or otherwise received, to the Parties' respective addresses set forth in this Agreement. If any provision of this Agreement or portion thereof is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement or portions thereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Neither party hereto shall assign (whether directly or by operation of law) any right, nor delegate the performance of any obligation under this Agreement without the prior written consent of the other Party hereto. Any attempted assignment or delegation without such consent shall be void. Each Party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose. Neither party shall have any right, power or authority to act or to create any obligation, express or implied, on behalf of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CLIENT – REVERE LOCAL SCHOOLS

By: _____
Print Name: Matthew L. Montgomery
Title: Superintendent

THE IMPACT GROUP PUBLIC RELATIONS / MARKETING COMMUNICATIONS INC.

By: _____
Print Name: Thomas J. Speaks
Title: Principal