

REVERE LOCAL SCHOOL DISTRICT
Summit County, Ohio

December 13, 2011

Regular December Board of Education Meeting

REVISED AGENDA

6:30 p.m.

Library / Revere High School

I. CALL TO ORDER – William Hoover

II. ROLL CALL

- A. Mario Bonacci
- B. Joseph Forcina
- C. William Hoover
- D. Claudia Hower
- E. George Seifert

III. PLEDGE OF ALLEGIANCE

IV. STUDENT PRESENTATION / STUDENT ACHIEVEMENT

- iPads / HES / Richard Booth and students
- Revere Pride Contest / RHS / Paulette Colantone and students
~ Paul Antal, Ashley Combs, Jenny Giltner, Cassidy Jester, Julia Moskaluk
- Board of Education Recognition

V. PUBLIC SPEAKS TO AGENDA ITEMS

VI. BUILDING PRINCIPALS' REPORTS

VII. RESOLUTION – BOARD OF EDUCATION

A. Administrator Contract – Superintendent

Resolution by the Board of Education – Attachment B-1

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

VIII. TREASURER'S REPORT, Mr. David Forrest

A. Approval of Minutes

The Treasurer recommends approval of the minutes of the Special Meeting held November 9, 2011 and the Regular Meeting held November 22, 2011 detailed in Attachment T-1.

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

B. Approval of Financial Report

The Treasurer recommends approval of the Financial Report for the month of November as found in Attachment T-2.

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

C. Donations

The Treasurer recommends the approval, with appreciation, for the donations listed in Attachment T-3.

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

D. Appropriation Adjustments

The Treasurer recommends that the appropriation adjustments listed in the attached schedule be approved by the Board of Education, be it further resolved that the legal level of control be approved at the fund level. See Attachment T-4.

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

E. Inventory Deletion

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

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

F. Purchase Orders

The Treasurer recommends that the Board of Education authorize and certify payment of the purchase order listed below since both at the time of the making of this contract or order (then) and at the date of the execution of this certificate (now), that the above amount required to pay this contract or order has been appropriated for the purpose of this contract or order and is in the treasury or in the process of collection to the credit of the funds of the Board of Education and free from any previous encumbrances.

PO #	Date	Vendor	Amount	Requested by
16056	11/21/11	Summit County Health Dept	\$11,375.00	Central Office
121931	11/23/11	Northeast District Athletic Board	\$10,675.00	Athletics

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

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

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

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

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

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

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

I. COBRA Administration Services – Calendar Year 2012

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

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

J. District Copier Services-~~WITHDRAWN ON 12-12-11/SELECTED VENDOR MISQUOTED BID~~

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

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

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

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

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

IX. BOARD MEMBERS' REPORTS

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

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

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

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

B. Interim Assistant Principal – Revere Middle School

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

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

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

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

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

Personnel – Classified

A. Classified Substitute – 2011/2012 School Year

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

Laura Blake Substitute Playground Aide, Substitute Cook, Substitute Cashier

Carolyn Salupo Substitute Playground Aide

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

Student Services

Other Business

A. Student Workers – RHS Auditorium

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

Tim Bader

Torie Benza

Micah Benza

Dave Hanus

Dan Kosich

Garrett Scherba

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

B. School Hotline Agreement – McGown Markling

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

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

XI. REPORTS FROM CENTRAL OFFICE TEAM

A. Assistant Superintendent

B. Director of Student Services

C. Coordinator of Business Services

XII. INFORMATIONAL ITEMS

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

~ Organizational Meeting

~ Tax Budget Approval

~ Work Session

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

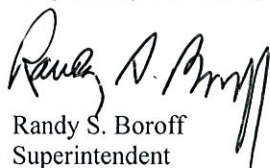
XIII. CONCERNS OF THE PUBLIC AND COMMUNITY ANNOUNCEMENTS

XIV. EXECUTIVE SESSION

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

XV. ADJOURNMENT

Respectfully Submitted,


Randy S. Boroff
Superintendent

New Document

Board of Education
Revere Local School District
Bath, OH

SUPERINTENDENT EMPLOYMENT CONTRACT

This Employment Contract is entered into this 13th day of December, 2011, by and between the **Board of Education of the Revere Local School District** (hereinafter referred to as the "Board") and **Randy S. Boroff** (hereinafter referred to as "Mr. Boroff" or the "Superintendent").

WHEREAS, the Board desires to employ and provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the Superintendent believe that a written contract is necessary to describe their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of the schools:

NOW, THEREFORE, Board and Superintendent, for the consideration herein specified, agree as follows:

Section 1: Term of Contract

The Board, in consideration of the promises, herein contained, hereby employs and wishes to issue an employment contract, and the Superintendent hereby accepts employment as Superintendent of Schools with the execution of this contract and commencing on August 1, 2012, for a period of three (3) years ending July 31, 2015.

Section 2: Professional Certification and Responsibilities

The Superintendent shall maintain and furnish to the Board, evidence of maintaining, throughout the life of this contract, valid credentials to act as Superintendent in accordance with the laws of the State of Ohio.

A. Duties

The Superintendent shall perform duties specified by the laws of the State of Ohio, the Rules, Regulations and Policies adopted by the Board, and in the attached job description and as they may be amended by the Board from time to

time during the term of this contract. Said job description and any subsequent amendment of it are incorporated herein as if fully rewritten.

B. Outside Activities

The Superintendent shall devote his time, attention and energy to the business of the school district.

Section 3: Professional Growth

The Board encourages the continuing professional growth of the Superintendent through his participation as he might decide in light of his responsibilities as Superintendent, in:

- A. The operations, programs, and activities co-sponsored by local, state and national school administrator and school board associations;
- B. Seminars and courses offered by public or private educational institutions or organizations;
- C. Informational exchange with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board; and
- D. The Buckeye Association of School Administrators

In its encouragement, the Board shall permit, with prior approval, a reasonable amount of release time for the Superintendent to attend such matters and compensate for the necessary fees for travel and subsistence expenses during the term of this agreement. Payment of annual membership dues to the Buckeye Association of School Administrators and other professional associations as deemed relevant to the assigned duties of the position shall also be provided, as approved by the Board.

Section 4: Compensation

A. In consideration of the faithful execution and performance by Randy S. Boroff of the duties of the Office of Superintendent and all agreements herein and for the term of this contract, the Board shall pay an annualized salary of One Hundred and Twenty-eight Thousand Four Hundred Sixty-nine and 34/100 Dollars (\$128,469.34) as authorized by the Board of Education and commencing on August 1, 2012. Additionally, the Superintendent shall receive a stipend in the 2012-2013 school year in the amount of \$1,500.00.

B. A merit raise is established in an amount to be determined by the Board for the 2013-2014 and 2014-2015 school years of this Agreement based upon the results of a comprehensive evaluation of the Superintendent's performance by the Board.

C. The Superintendent's annual salary shall be paid in equal installments in accordance with the policy of the Board. The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this contract, but the salary shall not be reduced except as provided by law. The Board further agrees to review the Superintendent's compensation in July of each year and annually thereafter as referenced in the preceding paragraph. If an adjustment in salary is made during the term of this contract, all other provisions of this contract, including its termination date, shall remain as stated herein. Vacation days and holidays shall not be included when calculating the per diem rate of pay.

Section 5: Other Compensation and Benefits

The Superintendent shall be entitled to all additional benefits of employment now and hereinafter granted to the administrative staff in the Revere Local School District including tuition reimbursement and:

A. Term Life Insurance

Term life insurance equal to two times the current year's base salary at no cost to the employee payable to the employee's stated beneficiary, for the duration of this contract.

B. STRS Pick-Up

STRS retirement contribution pick-up with the Board contributing, the then current amount (%) stipulated by STRS, the full amount of the required employee contribution plus STRS retirement on the pick-up in addition to the stated salary.

C. Annuity

The Superintendent's compensation shall be increased \$10,000.00 per contract year effective August 1, 2012, for the purpose of providing to the Superintendent, at his sole discretion, the opportunity to purchase an annuity, IRA, saving bonds or any type of investment for retirement purposes as determined by the Superintendent. This amount shall be considered as compensation and reported as such to State Teachers Retirement System (STRS).

D. Mileage Allowance

The Superintendent's compensation shall be increased \$9,000.00 per contract year effective August 1, 2012, for the purpose of providing to the Superintendent, at his sole discretion, the opportunity to maintain, service or replace his personal automobile which he shall use in the discharge of his duties as Superintendent. This amount shall be in lieu of the mileage allowance provided by Board policy. These amounts shall be considered as compensation and reported as such to State Teachers Retirement System (STRS).

E. Technology and Communication

The Superintendent's compensation shall be increased \$3,000.00 per contract year effective August 1, 2012, for the purpose of providing to the Superintendent, at his sole discretion, the opportunity to purchase and/or provided internet access at his residence and cellular telephone service for contacts from any District employee or Board member concerning the operation of the Revere Local School District. This amount shall be considered as compensation and reported as such to State Teachers Retirement System (STRS).

F. Severance Benefits

Upon retirement, as defined by the Ohio Revised Code, the Superintendent shall be entitled to be paid a sum equal to one-fourth (1/4) of his total accumulated and unused sick leave at the time of his retirement, up to a maximum of Sixty-two (62) days or the maximum number of days outlined in the most current REA Master Contract or Board policy for administrators, whichever is greater. Severance pay benefits shall be based upon the employee's daily rate of pay at the time of retirement. "Retirement" shall be defined to mean eligibility for and application to the State Teachers Retirement System (STRS) for retirement benefits. Severance pay benefits for a Superintendent eligible for benefits under this section who dies while on active status or on approved leave of absence shall be paid to the member's life insurance beneficiary. The individual shall have up to one (1) year following separation from service with the District to apply for and qualify to receive severance pay. No STRS deductions shall be withheld from the severance pay; and the acceptance of the severance pay shall eliminate all sick leave pay credit accrued by the individual up to that time, and such credit may not be transferred to any other institution.

G. Vacation

The Superintendent shall be granted a vacation of twenty (20) days per year (August through July) during the length of this contract, exclusive of legal holidays. During any vacation periods, he shall be reasonably available for consultation as required by an emergency or unusual circumstance. Board

approval is required for more than ten (10) consecutive vacation days. Permission is extended to enable carry-over of up to twenty (20) days of vacation into the next ensuing year. Annually, up to ten (10) vacation days may be converted to cash payment by written request on or before the end of August of each year.

H. Health Insurance

The Board shall provide the Superintendent with the same benefits as provided by the Board for its certificated administrative employees. Such benefits shall include hospitalization/major medical insurance, dental insurance, and prescription drug insurance. The Board shall provide the Superintendent with a \$3,000 annual annuity payment into the annuity of the Superintendent's choice, for this payment the Superintendent waives any right or entitlement that he may have to receive health, dental, prescription, or any other health related insurance benefits with the exception of life insurance. If during the term of this agreement the Superintendent gives the Board written notice that he wishes to receive hospitalization and major medical coverage, the Board and Superintendent agree that the annuity benefit referred to in this paragraph shall be cancelled on the effective date of coverage. In addition, if during the term of this agreement the Superintendent gives the Board written notice that he wishes to receive prescription and or dental coverage, the Board and the Superintendent agree that the annual annuity benefit referred to in this paragraph shall be reduced by \$1,000 for dental coverage and \$1,000 for prescription coverage starting with the effective date of coverage. For the payment of this annuity and any future recalculations, the amount paid shall be calculated by taking the eligible annual amount due, based on the most recent benefit election, and that figure shall be divided by 24 installments and then paid twice per month through regular payroll. If hospitalization, prescription, and dental benefits are elected, the Superintendent shall bear the costs as established for administrators in the REA contract.

I. Leaves of Absence

The Superintendent shall be entitled to the same leave rights as other administrative employees for the Revere Local District. Sick leave shall be accumulated at the rate of one and one-fourth ($1 \frac{1}{4}$) days per month to a total not to exceed that provided by Board policy for other administrative employees in the district. The use and transfer of sick leave shall be in accordance with the provisions of Ohio Revised Code.

J. Medicare

The Board shall pay the cost of the employee's share of the Medicare premium.

Section 6: Work Days

The Superintendent shall be required to work two hundred and sixty days (260) annually, less legal holidays and vacation. The Superintendent shall devote such time and energies as are necessary to perform all specified duties of this position. It is expressly understood that the duties of this position may require the Superintendent to work during times other than normal business hours. For the purpose of calculating a per diem rate of pay, two hundred and twenty-eight (228) days shall be used as the base (260 days minus 12 legal holidays and minus 20 vacation days) to be divided into the Superintendent's base salary.

Section 7: Professional Liability

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under State of Ohio law. Except that, in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings. In the alternative, the Board may purchase satisfactory liability insurance to the maximum provided by law in the name of the Superintendent.

The Board shall provide and pay for any performance or other similar bonds required or permitted by current State of Ohio law or regulation.

Section 8: Evaluation

The Board shall evaluate and assess in writing the performance of the Superintendent at least once during each year of this contract. This evaluation and assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives of the period in question.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The Evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance of the Superintendent is unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the

Superintendent's personnel file. The existence of an evaluation procedure or the contents of an evaluation shall not guarantee the Superintendent's continued employment nor shall it abridge the Board's ability to non-renew this contract.

Section 9: Termination of Employment

This employment contract may be terminated by:

- A. Mutual agreement of the parties
- B. Non-renewal

Non-renewal by the Board with written notice no later than the last regularly scheduled meeting of the Board in January in the last year of this contract.

- C. Disability of the Superintendent

In the event of disability by illness or capacity, after the Superintendent's sick leave has been exhausted, the compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit his/her report to the issue of whether the Superintendent has a continued disability which prohibits him from performing his duties. Refusal by the Superintendent to submit to such an examination shall be cause for removal under the Ohio Revised Code.

- D. Termination by the Board

The Superintendent's contract may be terminated by the Board for cause in accordance with the Ohio Revised Code.

Section 10: Savings Clause

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, such clause shall become null and void; however, the remainder of the contract not affected by such ruling shall remain in force.

Section 11: Retirement System

The Superintendent acknowledges receipt of notice as required by law of his duties and obligations under Chapter 3307 of the Ohio Revised Code pertaining to State Teachers Retirement System as a condition of his employment.

Section 12: Other Information

Mr. Boroff represents that all information supplied to the Board is accurate to the best of his knowledge. The Board and the Superintendent, Mr. Boroff, shall fulfill all aspects of this contract, any exception thereto being by mutual written consent of the Board and the Superintendent.

In witness thereof the parties hereto have affixed their signatures to this contract this 13th day of December, 2011.

RANDY S. BOROFF, Superintendent
Revere Local School District

WILLIAM HOOVER, President
Revere Local School District
Board of Education

DAVID FORREST, Treasurer
Revere Local School District