

2011-2012 SUPPLEMENTAL CONTRACT POSITIONS

Academic Challenge Advisors (2)	Ellen Friery, Jeff Fry
Art Club Advisors	Sandra Fox
Assistant Band Director	Deborah Devore
Assistant Summer Band Director	Deborah Devore
Audio-Visual Coordinator	
Band Director	Darren LeBeau
Chess Club Advisor	Gene Sawan
English Department Head	Alan Silvidi
Flag Team Advisor	See Classified Personnel
Grade 9 Class Advisor	Leigh Haynam
Grade 10 Class Advisor	Linda Weigand
Grade 11 Class Advisor	Jeff Shane
Grade 12 Class Advisor	Cindy Gobrogge
International Club Advisor	Jason Milczewski
Jazz/Concert Band Director	Darren LeBeau
Key Club Advisor	Jack Cooper
Lantern	Alan Silvidi
Math Department Head	Stephanie Mason
Mock Trial Advisor	Ellen Friery
National Art Honor Society Advisor	Bob Pierson
National Honor Society Advisor	Paul Fisher
Ohio Math League Advisor	Joanne Gillette
Pep Band Director	
Percussion Director	See Classified Personnel
Project Love Advisor	Linda Weigand
Revere Players Assistant Drama Director	Bob Pierson
Revere Players Choral Director	Bob Carlyon
Revere Players Choreographer	Rena Baker
Revere Players Directors-Sp Musical, Fall Ply, Var Show	Laurie Russell/Rena Baker/Amy Fagnilli (11%, 8%, 2%)
Science Department Head	Cindy Blaser
Science Olympiad	Jeffrey Shane
Social Studies Department Head	Jeff Fry
Stage Manager/ School Calendar	Darren LeBeau
Student Council Advisor	Kathy Shisler
Assistant Student Council Advisor	Nicole Bruce
Summer Band Director	Darren LeBeau
Vocal Music Director	Deborah Devore
World Language Department Head	Theresa Whyte
Yearbook Advisor	Amy Fagnilli
Student Service (Sp Ed)	Jack Cooper
Guidance	Nick DePompei
Arts/PE/Music/Technology	Sandie Fox
Math Counts	
Revere Players Band Director	Mark Mitchell
Dance Team	
Forensics	

New Document

Athletic Supplementals 2011 - 2012 School Year / Certificated-Licensed Personnel

FALL SPORTS

Womens' Golf:

Head Coach - Phil Mogus
Junior Varsity Coach - Cindy Gobrogge

Mens' Golf:

Head Coach - Jed McKnight
Junior Varsity Coach - Patrick DiCaprio

Womens' Tennis:

Head Coach - Kathy Shisler

Cross Country:

Head Coach Men - Dave Parry
Head Coach Women - Jason Milczewski
RMS Coach - Russ Neubert
RMS Assistant Coach - Gina Pappano

Mens' Soccer:

Head Coach - Sandor Jakab
Varsity Assistant Coach - Brandon Decker
Junior Varsity Coach - John Rorabaugh

Football:

Head Coach - Phil Heyn
Varsity Assistant Coach - Dave Flegal
Other Varsity Asst Coaches - TBA
RMS Coach - Wade Vantrease

WINTER SPORTS

Mens' Basketball:

Head Coach - Dean Rahas
Grade 8 Coach - John Rorabaugh
Grade 7 Coach - Dave Flegal

Womens' Basketball:

Head Coach Varsity - Kevin Verde
Varsity Assistant Coach - Todd Casey

Wrestling:

Head Coach - Dan Mosher

SPRING SPORTS

Baseball:

Head Coach - Jason Cottrell
Junior Varsity Coach - Kevin Verde

SPRING SPORTS CONTINUED...

Mens' Lacrosse:

Head Coach - Ryan Fletcher

Mens' Track:

Head Coach - Dave Heideman
Assistant Coach - Russ Neubert
RMS Coach - Jed McKnight
RMS Coach - Joe Williams

Womens' Track:

Head Coach - Terry Cistone
Assistant Coach - Phil Mogus
RMS Coach - Kory Rorabaugh
RMS Coach - Cindy Gobrogge

Mens' Tennis:

Head Coach - Paul Fisher
Junior Varsity Coach - Kathy Shisler

WEIGHT ROOM SUPERVISORS:

Fall - Dean Rahas
Winter - Phil Heyn
Spring - Phil Heyn
Summer - J. Rorabaugh and P. Kramarczuk 50:50

tgs 6/22/11

New Document

Athletic Supplementals 2011 - 2012 School Year / Classified Personnel

FALL SPORTS

Volleyball:

Head Coach - Mark Urich
Junior Varsity Coach - Carly Petty
Grade 8 Coach - Tammy Papik

Womens' Tennis:

Junior Varsity Coach - Betty Thompson
Volunteer - Whit Andrew

Womens' Soccer:

Varsity Assistant Coach - Megan McLaughlin

Mens' Soccer:

Volunteer - Bruce Knight

Football:

Varsity Assistant Coach - Greg Poulin
RMS Coach - Mike Decker

Cheerleading:

Head Varsity Coaches - Moira Clark and Kelsie Ilko 50:50 split
Assistant Coaches - Ashley Cherryholmes and Chelsea Ilko 50:50 split
RMS Coach - Kelly Staats
Freshman Coach - Lauren Harbath

WINTER SPORTS

Mens' Basketball:

Grade 9 Coach - Chance Farnsworth

Womens' Basketball:

Junior Varsity Coach - Jason Hance

Wrestling:

RMS Coach - Ted Lockmiller

SPRING SPORTS

Baseball:

Assistant Coach - Tim Detweiler
Grade 9 Coach - Eric Brown

Softball:

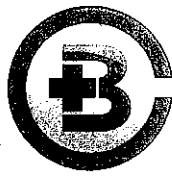
Head Coach - Lisa Simpson
Assistant Coach - Becky Santonastaso
Junior Varsity Coach - Kira Doran

Womens' Track:

Assistant Coach - Christine Glowe

tgs 6/22/11

New Document



BlickClinic

640 West Market Street
Akron, Ohio 44303-1465

Phone: (330) 762-5425 ♦ Fax: (330) 762-4019 ♦ TTY: (330) 762-2284

Enhancing The Lives of People With Disabilities

AGREEMENT

This AGREEMENT, executed the day, month and year indicated below, by and between Blick Clinic, Inc., 640 West Market Street, Akron, Ohio 44303 and the Board of Education for **Revere Local Schools**, P.O. Box 340, Bath, OH 44210, sets forth in writing the contractual understanding between the two parties.

- I. Blick Clinic shall provide Revere Local Schools with Alternative Education Programs, Behavioral Health Consultation Services, Occupational Therapy, Physical Therapy and Speech/Language services. All services provided shall adhere to professional standards of service quality and related professional standards of practice. Service array will be determined at the time of the IEP.

A. Personnel

Services shall be provided by Teachers, Educational Assistants, Educational Aides, Occupational Therapist(s), Certified Occupational Therapy Assistants, Physical Therapist(s), Physical Therapy Assistants, Speech/Language Pathologist(s), Psychologist and Social Workers licensed by the state of Ohio. Blick Clinic has the sole discretion to assign the Therapist(s) to perform this Agreement and may change the assigned person from time to time during the term of this Agreement.

B. Agreement Period

The Agreement shall be in effect for the 2011-2012 School Year.

C. Therapist and Teacher Responsibilities

1. Provision of assessment, consultation, education and treatment services, as necessary for each student assigned.
2. Consultations with educational staff concerning establishment of IEP goals and objectives.
3. Provision of the following record work/documentation:
 - a. Initial evaluation or re-evaluation report, if requested or needed.
 - b. Written IEP goals and objectives to support direct treatment.
 - c. Periodic (as specified in IEP) evaluation and reporting of progress on IEP goals and objectives.



The County of Summit Alcohol, Drug Addiction, and Mental Health Services Board

Affiliate of:

The County of Summit Board of Mental Retardation and Developmental Disabilities



Commission on the Accreditation of Rehabilitation Facilities (CARF) International Accreditation for our Case Management/Services Coordination, Community Housing, Outpatient Treatment, Partial Hospitalization, Supported Living and Community Services.

D. School Responsibility

1. Schools shall provide the following:
 - a. Students' names and school placement locations.
 - b. Contact persons name and phone number for each site who will be responsible to assist therapists in typing, IEP scheduling and prescription attainment. Adequate workspace and phone access.
 - c. All necessary support service elements (typing, etc.) to maintain Clinical/Educational Services shall be provided by Revere Local Schools.
 - d. Student assignment for services shall be made by Revere Local Schools with stipulations as indicated in section III.
 - e. All support services noted in I.D.1.a-d. shall be provided at no cost to Blick Clinic.

II. Fees and Charges

Fees and charges shall be assessed using the following rules:

- A. The rate for the Alternative Education Program shall be \$190 per full day and \$95.00 per half day. The rate for Occupational Therapy shall be \$64.00 per hour. The rate for Certified Occupational Therapy Assistants shall be \$43.00 per hour. The rate for Physical Therapy shall be \$80.00 per hour. The rate for Physical Therapy Assistants shall be \$55.00 per hour. The rate for Speech/Language Therapy shall be \$63.00 per hour. The rate for Social Work shall be \$63.00 per hour. The rate for Psychology shall be \$95.00 per hour.
 1. This shall be billed starting with the first day specified in I.B. following contract execution by Revere Local Schools.
 2. This shall be billed regardless of student presence or absence across the contract period specified in I.B. If the child is attending the Alternative Education Program and is not present on a school day than the contract is billed.
 3. Service time shall be rounded up to the next quarter hour.
 4. Service time shall include any and all travel time between service provision site and all spent in the provision of service including, but not restricted to, direct evaluation or treatment time, set-up and waiting time, report writing, staff consultation, phone conversations with family and staff, due process hearings or disclosure conference times, and IEP meeting times.
 5. All time records shall be maintained by Blick Clinic and shall be deemed accurate for billing purposes.
- B. Invoicing for all fees and charges shall be made monthly by Blick Clinic to Revere Local Schools for payment.

AGREEMENT

Page 3 of 3

III. Schedule Modifications: Cancellations or Additional Service Request

Blick Clinic staff will not routinely reschedule services missed due to weather-calamity days, staff illness, vacation, or other staff cancellations. Services missed in these situations will not be billed. Cancellations by Clinic staff do not require agreement by Revere Local Schools.

IV. Payment

- A. Payment shall be made by Revere Local Schools to Blick Clinic within thirty (30) days of invoice receipt.
- B. Payment not made within the 30 day time period specified in IV.A. shall allow Blick Clinic to immediately terminate this Agreement.

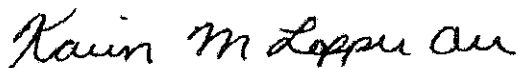
V. General Terms

- A. Changes, additions, or deletions to the AGREEMENT shall be executed in writing, signed by both parties, and physically attached to this document.
- B. This AGREEMENT shall be considered null and void upon written notice by either party. Such notice shall terminate the AGREEMENT no earlier than sixty (60) days from the date of receipt of this notice.

IN WITNESS WHEREOF, the parties have executed the AGREEMENT by their respective officers as shown below:

For: Blick Clinic

For: The Board of Education for
Revere Local Schools



Karin Lopper-Orr, LISW
Executive Director

Signature

Title

Printed Name

5/18/11
Date

Date

New Document

AGREEMENT

This agreement effective the 1st of June, 2011, by and between Revere City Schools (hereinafter referred to as FACILITY) and Sendero Therapies, Inc., (hereinafter referred to as CONSULTANT.)

For mutual consideration, the parties hereby agree as follows:

I. Duties of the Consultant

- A. Provide direct occupational therapy evaluation and treatment service to students.
- B. Record students' evaluation and treatment results and progress.
- C. Provide information for the development of student IEPs.
- D. Provide consultation services as requested to students, parents and educational staff members.

II. Duties of the Facility

- A. Provide rent free space and equipment as is reasonably required to enable Consultant to perform duties and services.
- B. Maintain liability insurance to indemnify and hold harmless Consultant from any claims caused by employees of Facility and/or premises.
- C. Provide copies of IEPs and other related reports and materials.

III. Frequency of Services and Fee Schedule

- A. Consultant shall make available 1-1.5 day per week at the rate of \$440.00 per school day based on beginning 2011-2012 school year requested student caseload coverage for occupational therapy services. Both parties will honor federal and state regulations for caseload coverage and days will be automatically adjusted if therapist/student ratios change. Such availability shall be invoiced to the Facility regardless of student presence or absence except for advanced scheduled school breaks. Scheduled days which are cancelled by the Consultant shall not be invoiced to the Facility.
- B. Consultant shall provide occupational therapy sessions for extended school year services (includes travel expenses) at the rate of \$80.00 per session, beginning June 1, 2011 and ending August 31, 2011. Such availability shall be invoiced to the Facility regardless of student presence or absence. Scheduled days which are cancelled by the Consultant shall not be invoiced to the Facility.
- C. Evaluations conducted by an OTR shall be billed at an hourly rate of \$75.00 an hour. This includes new referrals, re-evaluations, and screenings. Allowable billable time includes consultations with team

members, evaluation procedures, provision of written report and recommendations and attendance at meetings.

- D. Any additional time for IEP meetings, evaluations, consultation with staff or family, phone calls, travel, etc., as scheduled with the mutual agreement of the Facility and the Consultant, shall be billed to the Facility at the rate of \$75.00 per hour.
- E. Additional time for Professional Development Training to Revere Schools staff, as scheduled with the mutual agreement of the Facility and the Consultant, shall be billed to the Facility at the rate of \$75.00 per hour. Fees include preparation, set up time of presented materials and presentation. The anticipated number of sessions is _____ and more as deemed necessary and mutually agreed upon by Facility and Consultant.
- F. Consultant shall invoice the Facility at least monthly for the performance of the work hereunder. Upon receipt the Facility will reimburse the Consultant within thirty days.

IV. Grounds for Termination

The Facility and Consultant shall have grounds for termination of this agreement upon:

- A. Mutual agreement by Consultant and Facility;
- B. Thirty days prior written notice of either party to the other;
- C. Failure of either party to comply with the terms of this Agreement.

V. Term

The term of this Agreement shall begin on 6/7/2011 and shall extend to 6/6/2012.

VI. Miscellaneous

This agreement shall be construed in accordance with the laws of the State of Ohio. Amendments to this Agreement may be made at any time by mutual agreement reduced to writing and signed by the parties.

BY: Rebecca K. Mohler Date: 5/23/2011
President, Sendero Therapies, Inc.

REVERE SCHOOLS BOARD OF EDUCATION

BY: _____ Date: _____

TITLE: _____

New Document

Orientation and Mobility

Instructor: Judy Harpley

Rate: \$110.00 per session

Contract Period: August 2011 – June 2012

6/6/11

Responsibilities of the vendor:

Judy Harpley agrees to provide Orientation and Mobility services, consultation and inservice training activities to benefit the students who are identified as visually impaired through the Special Education Department of the Revere School District.

The vendor will provide individual instructional training at two sessions per month for one student during the 11/12 school year. The rate is \$110.00 per session. The vendor will assume costs for transportation, clerical expenses and liability.

Vendor Judy Harpley Date 6/6/11

Board of Education _____ Date _____

Treasurer _____ Date _____

New Document

REVERE LOCAL SCHOOLS

3496 Everett Road. P.O. Box 340. Bath, Ohio 44210-0340
 (330) 666-4155 (330) 659-6111 Fax (330) 659-3127 or 659-3523

CONTRACT FOR SERVICES

THIS CONTRACT made and concluded between **Cristina Di Lullo** and Revere Local Schools, 3496 Everett Road, P.O. Box 340, Bath, Ohio 44210, County of Summit.

NOW, THEREFORE, it is hereby mutually understood and agreed as follows:

- (1) **Cristina Di Lullo** agrees to furnish ESY services for a Revere student (Visually Impaired) to the Revere Local School System for the 2011 ESY school year with services commencing no sooner than 13 June 2011 and concluding no later than 22 August 2011.
- (2) **Cristina Di Lullo** will provide the exact hours/schedule to be determined between the therapists and the school system. The therapist will adhere to policies and procedures of the Revere School System when providing services to their students as a purchased service.
- (3) Services provided under this agreement shall be performed in accordance with the standards of skill, ethics and practice required of persons providing such services in the State of Ohio, and will, at all times, comply with all laws and regulations governing the provisions of such services, including but not limited to, licensing and educational requirements.
- (4) Revere Local Schools shall reimburse **Cristina Di Lullo** at the rate of \$55.00 an hour. **Cristina Di Lullo** will invoice Revere Local Schools on a monthly basis for hours or services provided in the previous month.
- (5) **Cristina Di Lullo** will be responsible for providing professional liability coverage for the Visual Therapist and will verify current licensure and acceptable medical status.
- (6) This agreement may be canceled by either party by giving (30) days written notice. Renewal of this agreement for future school terms may occur upon consent of both parties, and fee review annually.

Services will include: Braille reading and writing instruction, instructional planning and consultation with parents and/or school district personnel regarding student progress.

The Visually Impaired teacher shall report directly to the Director of Student Services.

Signatures below reflect an agreement with the above provisions.

Cristina Di Lullo
 Cristina Di Lullo, VI teacher

17 June 2011
 Date

 Board of Education President

 Date

 Treasurer

 Date

 Superintendent

 Date

New Document

SETTLEMENT AGREEMENT AND RELEASE

The following Settlement Agreement and Release ("Agreement") is entered into by and ("Parents") on their behalf and on behalf of their (Student) and the Revere Local School District Board of Education ("Board" or "District").

WHEREAS, Parents have expressed concerns regarding the provision of an educational program to Student;

WHEREAS, the Board and Parent desire to resolve all matters relating to Student's educational program and avoid costly and vexatious litigation;

NOW THEREFORE, in consideration for the promises and releases contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties to this Agreement agree, for themselves and on behalf of their heirs, successors, assigns, agents, employees and representatives as follows:

1. Attendance at Copley-Fairlawn City School District. Parents have enrolled Student, on a tuition basis in Copley-Fairlawn City School District (Copley-Fairlawn) and as such have made a unilateral placement at their expense. In exchange for the promises and releases set forth in this Agreement, the Board agrees to pay Parents One Thousand Six Hundred Dollars (\$1600.00) for the 2010-2011 school year. Payment will be made within thirty days of the Board's approval of this Agreement.
2. Acknowledgement of Services through Copley-Fairlawn. Parents acknowledge that the services provided through Copley-Fairlawn provide Student with a Free Appropriate Public Education (FAPE) and there shall be no challenge to the Board that the Board has failed to provide FAPE to Student prior to and during the period of attendance at Copley-Fairlawn.
3. IEP. The District IEP team convened and prepared an IEP on December 16, 2010. The Parents disagreed with implementation of the IEP because Student no longer attended the District. On December 22, 2010, an IEP team through Copley-Fairlawn met and developed an IEP for which Parents gave consent for implementation. The parties agree that the Copley-Fairlawn IEP provides FAPE and if Student returns to the District, the District will implement the Copley-Fairlawn IEP. The Parents waive any requirement the District may have to offer Student an IEP while he is unilaterally placed in Copley-Fairlawn or attends Copley-Fairlawn.
4. Withdrawal or Removal from Copley-Fairlawn City School District. Should Parents elect to withdraw Student or Copley-Fairlawn elects to terminate Student's attendance for any

May __, 2011 Settlement Agreement and Release

/Revere Local School District Board of Education

Page 1 of 3

reason, the Student's stay-put placement is the District under the IEP in effect at the time of withdrawal or removal from Copley-Fairlawn. If Student discontinues attendance at Copley-Fairlawn, the District will reconvene an IEP meeting within ten days of Parent's notice to District of the withdrawal or removal.

5. Non-Admission of Liability and Effect of Agreement. The Parents understand and agree that payment of the aforesaid consideration does not constitute and may not be used as an admission by the Board of any wrongdoing or failure or alleged inability to provide Student with a free appropriate public education in accordance with federal and state law. Rather, the Parties are entering into this Agreement solely for the purpose of resolution and avoiding expensive and vexatious litigation.
6. Mutual Release of Claims. The Parties hereby forever release and discharge each other from any and all claims, demands, actions, causes of action or suits at law or in equity, of whatsoever kind or nature, which either Party may have had, now have or may now or hereafter assert against the other, growing out of or resulting from the Board's provision to Student of an educational program for the entire period prior to the execution of this Agreement. This Agreement includes, but is not limited to the release of all claims arising under the Individuals with Disabilities Education Improvement Act (IDEA), 20 U.S.C. §§1400 *et seq.*, Section 504 of the Rehabilitation Act, 29 U.S.C. §794, the Americans with Disabilities Act Amendments Act (ADAAA), 42 U.S.C. §§12101 *et seq.*, Section 1983 of the Civil Rights Act, 42 U.S.C. §1983, Ohio Revised Code Chapters 3323; related federal and state regulations and any other applicable federal, state or local laws or regulations relating to the Board of Education's provision of education. It is expressly agreed and understood that this settlement agreement and release does not release the board or district from any liability, claims, demands or actions that accrue after the execution of this agreement.
7. Attorney's Fees. Each party shall assume its own attorney's fees, costs and any other out-of-pocket expenses associated with this Agreement.
8. Enforcement of this Agreement. This Agreement is a contract enforceable in state court. Neither party may seek enforcement of this Agreement through a due process proceeding.
9. Confidentiality. The Parties agree to keep the terms of this Agreement strictly confidential to the fullest extent permitted by law. The Parties agree not to disclose to any individual or entity, other than their legal counsel, accountants or tax advisers, or as required by law or to effect the terms of this Agreement, the existence of or terms and conditions of this Agreement. If asked about any dispute between the Parties or conflict, the Parties shall indicate only that their disagreements have been resolved to their mutual satisfaction.

10. Provisions of Agreement. The Parties agree that this Agreement includes the entire Agreement between the Parties and that no other representations, promises or agreements have been made between them not expressly included herein. This Agreement is divisible and to the extent any portion of this Agreement is found to be void or voidable, it shall not affect the validity or enforceability of any other portion of this Agreement. The Parties agree that this Agreement is comprehensive with respect to the sums to be paid and that both Parties will bear their own fees and costs in connection with this matter except as provided herein. The Parties agree that this Agreement may only be modified in writing.
18. Effective Agreement. This Agreement is effective only if and when adopted by the Board of Education.
19. Acknowledgement of Understanding of Agreement's Terms. The Parties acknowledge they have read this Agreement and fully understand and accept voluntarily and without duress, its terms. The Parties acknowledge they have had the opportunity to consult with legal counsel of their choosing and affirm that they are entering this Agreement of their own free and voluntary will.

FOR

Mother
On her own behalf and on behalf of Student

Date: 6/16/11

Father
On his own behalf and on behalf of Student

Date: 6/16/11

FOR THE BOARD:

Board President
In His Professional Capacity Only

Date: _____

Superintendent
In His Professional Capacity Only

Date: _____

Treasurer/CFO
In His Professional Capacity Only

Date: _____

May ____, 2011 Settlement Agreement and Release
/Revere Local School District Board of Education

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Date: _____

Director of Pupil Services
In Her Professional Capacity Only

Authorized per Board Resolution No. _____.

New Document

Body Mass Index Screening Program Waiver Affidavit

Revere Local School District

Summit County, OH

I, Bill Hoover, President of the Revere Board of Education, of the Revere Local School District, hereby certify as follows:

1. That the Revere Board of Education is aware of the requirements set forth in section 3313.674(A) of the Ohio Revised Code that each student enrolled in kindergarten , third grade, fifth grade and ninth grade be screened for body mass index and weight status category, prior to the first day of May of the school year.
2. That the Revere Board of Education is unable to comply with the requirements of section 3313.674 of the Ohio Revised Code and has resolved to seek a waiver from compliance with said requirements from the Superintendent of Public Instruction for the 2011-2012 school year.
3. That the Revere Board of Education has duly authorized execution of this affidavit by Bill Hoover, by resolution.

Attested to by the president or presiding officer of the board or governing authority:

Bill Hoover, President BOE Revere Local

(Signature)

New Document

AFFILIATION AGREEMENT

THE UNIVERSITY OF AKRON
and
REVERE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

This Agreement entered into on this ____ day of _____, 2011, between The University of Akron, a state university created under the laws of Ohio, located at 302 East Buchtel Common, Akron, Ohio 44325 ("UNIVERSITY"), and the REVERE LOCAL School District Board of Education, located at P.O. Box 340, Bath, OH 44210 ("SCHOOL").

WITNESSETH:

WHEREAS, the parties hereto desire to cooperate in establishing a continuing educational relationship to assist in the education of students by the UNIVERSITY whereby the College of Education may utilize student teaching experience offered by SCHOOL, at facilities SCHOOL shall make available to the UNIVERSITY; and

WHEREAS, SCHOOL operates facilities with the capacity to provide sites for student teaching and other field-based teacher education experiences for students who are enrolled in the UNIVERSITY's College of Education; and

WHEREAS, UNIVERSITY's College of Education desires to place teacher education students in the classrooms of SCHOOL for the purposes of their participating in student teaching and other field-based teacher education experiences as required by, but not necessarily limited to, the Standards for College or Universities Preparing Teaching as promulgated by the State Board of Education.

NOW, THEREFORE, the parties hereto, in consideration of the promises and covenants between them hereinafter made and entered into, mutually agree, according to the following terms and conditions hereinafter set forth, as follows:

- I. The UNIVERSITY and SCHOOL agree to affiliate and cooperate for their mutual benefit to provide a high standard of student teaching and other field-based teacher education experiences for UNIVERSITY students.
- II. This Agreement is for a term of one (1) year beginning on the date first written above. Thereafter, this Agreement shall renew automatically year after year unless one of the parties gives written notice at least ninety (90) days prior to the end of the then existing term of its intention to terminate this Agreement at the end of the term.
- III. THAT THE UNIVERSITY SHALL:

- A. Provide the appropriate SCHOOL official with Course Syllabi, objectives, and goals for students assigned to SCHOOL.
- B. Establish and maintain curriculum standards and educational policies that meet UNIVERSITY requirements, including applicable licensing and accreditation requirements.
- C. Employ, through UNIVERSITY's College of Education, faculty members and other instructional staff who meet applicable qualifications and who shall assume, in respect to SCHOOL, the following responsibilities for College of Education students:
 - a. Full responsibility for the education of its students.
 - b. Select and assign for student teaching educational experiences only those students who meet UNIVERSITY requirements and qualifications and who agree to follow SCHOOL's rules and regulations.
 - c. Plan student assignments with SCHOOL personnel in charge of the student teaching experience prior to the scheduled student teaching experience and assist with any orientation session scheduled by SCHOOL.
 - d. Arrange scheduled hours of student teaching of students.
 - e. Use whatever pertinent teaching experiences may be available at various times and places that may be of assistance in meeting program objectives.
 - f. Arrange and conduct classes, conferences, and field trips for the students at times that shall be determined by the faculty.
 - g. Admit to the student teaching experience only students who have met all UNIVERSITY requirements.
- D. Designate a faculty member of the UNIVERSITY who will coordinate and/or act as liaison person between the UNIVERSITY and SCHOOL.
- E. Provide a faculty member who will communicate at least annually with appropriate SCHOOL official(s) to discuss and establish suitable student teaching experience.

- F. Provide the appropriate SCHOOL official with a yearly projection of the numbers of students who will be assigned for student teaching experience and the dates of such assignments.
- G. Submit to SCHOOL the names of students, dates, and assigned areas at least one month prior to the assignment at SCHOOL and thereafter a list of students based on final registration.
- H. Provide orientation to SCHOOL's staff with respect to the UNIVERSITY.
- I. Accept SCHOOL's written or expressed policies and procedures as guides to College of Education Office of Student Teaching personnel and provide SCHOOL, UNIVERSITY faculty, and students with copies of any written UNIVERSITY rules and regulations that may apply to students in the student teaching program.
- J. UNIVERSITY shall advise students who intend to participate in the student teaching educational experience in SCHOOL that they must complete a criminal background check within one year prior to their placement in SCHOOL, and they must provide the result directly to SCHOOL. Students are responsible for the cost of the criminal background check.
- K. Shall compensate each Cooperating Teacher/Clinical Faculty \$80.00 for an eight week assignment, \$110.00 for a twelve week assignment, or \$160.00 for a sixteen week assignment (speech pathology only).

IV. THAT SCHOOL SHALL:

- A. Make available to the faculty and students of the College of Education Office of Student Teaching the agreed-upon essential educational experiences.
- B. Provide a Cooperating Teacher/Clinical Faculty. The Cooperating Teacher/Clinical Faculty shall be defined as School District's employee who is jointly selected by the parties to assume supervisory responsibility for University Student Teachers involved in the student teaching program at the School District. A Cooperating Teacher/Clinical Faculty shall not be considered for any reason to be an employee of the University.
- C. Use the following criteria in the selection of a Cooperating Teacher/Clinical Faculty:
 - a. Holds and maintains teacher certification/licensure in the area(s) in which he or she will supervise a University Student Teacher;

- b. Has completed a minimum of three (3) successful years of classroom teaching experience including a minimum of one (1) year classroom teaching experience in the area which he or she will supervise the Student Teacher;
 - c. Is recommended by the building principal; and
 - d. Gives consent to assume the role of Cooperating Teacher/Clinical Faculty after he or she has been fully informed of the duties and responsibilities required of a Cooperating Teacher/Clinical Faculty under this Agreement.
- D. Assume the responsibility for explaining to and instructing the staff members in their respective roles and relationships with the faculty and students and to promote the successful, cooperative arrangement between SCHOOL and UNIVERSITY.
- E. Provide orientation for faculty members of the UNIVERSITY through programs, meetings, or the dissemination of appropriate published matter, as well as provide UNIVERSITY faculty with written policies, procedures, standards of care, and protocols of SCHOOL which shall govern the students and faculty involved in the student teaching program.
- F. Assist the faculty in orienting their students to SCHOOL and provide orientations to acquaint students with SCHOOL facilities, policies, procedures, SCHOOL faculty and staff, and the needs of individuals or groups with whom students will be working.
- G. Provide spaces, including conference rooms, for the students and faculty during the periods of their student teaching experience and space for reference materials for students and faculty.
- H. Define mechanisms for students reporting on and off duty, and define student dress codes that meet the approval of SCHOOL.
- I. Maintain the sole responsibility for SCHOOL students.
- J. Maintain administrative and professional supervision of UNIVERSITY students insofar as their presence and program assignments affect the operations of SCHOOL and its care, direct and indirect, of SCHOOL students.
- K. Provide safety and security measures to faculty and students that are

available to employees.

L. Permit faculty representation on SCHOOL committees as appropriate.

M. provide policy and procedure updates to UNIVERSITY.

V. IT IS MUTUALLY AGREED BY BOTH PARTIES THAT:

A. The Associate Deans and the appropriate SCHOOL officials, or their designates, will agree upon the number of students and types of classes to be utilized to meet the educational objectives of the program. It is further agreed the faculty/student ratio will be commensurate with the objectives of the program.

B. UNIVERSITY and SCHOOL hereby agree that they are and shall continue to be in compliance with all laws regarding fair employment, equal opportunity, and non-discrimination. No person shall, on the grounds of race, color, religion, creed, national origin, ancestry, sex, age, handicap, or disability be excluded from participation in any program or activity sponsored by the parties to this Agreement.

C. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations in compliance with the standards, rulings, and regulations of the State Board of Education, as well as their own respective institutional rules, regulations, and bylaws.

D. The Boards of Trustees of UNIVERSITY and SCHOOL shall have exclusive control of the respective institutions. No party by virtue of this agreement assumes any liability of any debts or obligations of a financial, legal, moral nature incurred by the other party into this Agreement. Neither party intends for this Agreement to alter in any way their respective legal rights or their obligations to one another, the students and faculty assigned to SCHOOL, or to any third party.

E. Neither party shall use the name of the other in any promotional or advertising material unless review of approval of the intended use shall first be obtained from the party whose name is to be used.

F. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of students must be obtained before student data can be released to anyone.

- G. While at SCHOOL, students and faculty shall not be considered as employees of SCHOOL, and shall not be covered by its state retirement programs, unemployment compensation, workers' compensation, or malpractice insurance coverages.
- H. SCHOOL shall have final responsibility for all aspects of SCHOOL students.
- I. The parties agree that UNIVERSITY students shall not be compensated for their participation in the student teaching program.
- J. SCHOOL may recommend to the UNIVERSITY withdrawal of a student if the achievement, academic progress, adjustment, or health of the student does not warrant continuation or if the student's behavior fails to conform to applicable regulations of SCHOOL. Such recommendation shall be in writing and shall specify the basis for SCHOOL's recommendation.
- K. Neither party shall be required to provide pay or in kind for any services performed nor activities required in connection with matters associated with this Agreement. SCHOOL shall provide all equipment and supplies needed for clinical instruction at its facility. The UNIVERSITY will provide and maintain any necessary records and reports pertaining to the student's student teaching experience.
- L. UNIVERSITY faculty shall have the right to ascertain if the objectives of the student teaching education program are being met.
- M. This Agreement shall be binding on all parties, their successors and assigns.
- N. UNIVERSITY and its employees shall not be considered nor shall they hold themselves out as employees of SCHOOL. Nothing in this Agreement shall be intended to create a joint venture relationship or anything other than a relationship between the parties as independent contractors. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, workers' compensation, or other taxes or benefits on behalf of its employees.
- O. The parties acknowledge that each participates in various third party payment programs and agree to fully cooperate with each other in providing any other assistance needed to meet the requirements for such participation.
- P. Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason

or if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.

VI. GOVERNING LAWS

This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

VII. ASSIGNMENT

Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.

VIII. NOTICE

Any notice to either party must be in writing signed by the party giving it and be deemed by the parties given when mailed postage prepaid, first class, certified, or express mail or hand delivered when addressed to the following individuals:

For UNIVERSITY:

Pamela M. Spinner
Zook Hall , Room 228
Akron, Ohio 44325-4203

For SCHOOL:

In executing this Agreement, each of the parties represents and warrants that they are authorized by their respective principals to enter into the Agreement and to give it binding legal effect. The parties to this Agreement accept these terms through their respective representatives on the day and year first above written.

THE UNIVERSITY OF AKRON

REVERE LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

RECOMMENDED BY:

By: _____
Dr. Mark D. Shermis
Dean, College of Education

Date: _____

By: _____

Its: _____

Date: _____

APPROVED BY:

By: _____
Dr. William M. (Mike) Sherman
Senior Vice President, Provost
and Chief Operating Officer

Date: _____

Reviewed and approved for
legal form and sufficiency by:

By: _____
Scott Campbell
Assistant General Counsel and
Records Compliance Officer
The University of Akron

Date: _____

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NEOLA of OHIO TEMPLATES

BOARD OF EDUCATION
SCHOOL DISTRICT

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FOOD SERVICES

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of lunch for all students. The Board shall annually encumber the funds needed to operate the program.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages as well as to the fiscal management of the program.

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold. In adopting such standards, the Board shall:

- A. consider the nutritional value of each food or beverage;
- B. consult with a dietitian licensed under R.C. Chapter 4759, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association; and
- C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the United States Department of Agriculture (USDA) and the United States Department of Health and Human Services.

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.



NEOLA of OHIO TEMPLATES

BOARD OF EDUCATION
SCHOOL DISTRICT

OPERATIONS
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In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons.

The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer, for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

Lunches sold by the school may be purchased by students and staff members and community residents in accordance with administrative guidelines established by the Superintendent. Lunches may be made available, free of charge, to senior citizens who are serving as volunteers to the District.

Food Service Supervisor
The operation and supervision of the food-service program shall be the responsibility of the *Food Service Supervisor*. In accordance with Federal law, *Food Service Supervisor* shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request. [Please note: Schools participating in more than one (1) child nutrition program are only required to obtain two (2) food safety inspections per school year if the nutrition programs offered use the same facilities for the preparation and service of meals. Also, the requirement for two (2) inspections does not apply to schools that only offer the Special Milk Program.] *Food Service Supervisor*

Food Service Supervisor
A periodic review of the food-service accounts shall be made by the *Food Service Supervisor*. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food-service program, () the school, () or a student activity fund.

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In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction, unless the classroom is also used to serve meals to students, is prohibited.

No foods or beverages, other than those associated with the District's food-service program, are to be sold during food-service hours. The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board. Foods and beverages in competition with the District's food-service program may only be sold in accordance with Board Policy 8550.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report regarding the District's compliance with the standards at one of its regular meetings annually.

R.C. 3313.81, 3313.811-815
A.C. 3301-91
7 C.F.R. 210, 215, 220
42 U.S.C. 1758

KB KAT RN
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**NEOLA of OHIO**
TEMPLATES**BOARD OF EDUCATION**

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8550/page 1 of 1**COMPETITIVE FOOD SALES**

The Food and Nutrition Services Department will comply with the provisions set forth in Federal law regarding sale of competitive food and foods of minimal nutritional value.

[CHOOSE ONE (1) OF THE FOLLOWING 2 OPTIONS]**[] Option 1**

Only the Food and Nutrition Services Department shall sell food and beverages in District schools during regular school hours.

[X]**Option 2**

The Food and Nutrition Services Department shall be the sole provider of food and beverage items sold in all schools until

[X]

thirty (30) minutes

[]

one (1) hour

[]

following the last lunch period, at which time other school organizations may begin to sell foods and beverage items in accordance with the Board's wellness policy (Policy 8510) and guidelines (AG 8510) and with principal approval.

[END OF OPTIONS]**[X]**

Food and beverages sold during the school day outside the cafeteria may be operated on a "profit share" program with prior approval of the Director of the Food and Nutrition Services Department and the principal.

[]

The food and beverages to be sold must be in accordance with the District's approved nutrition standards and the District's wellness policy (Policy 8510) and guidelines (AG 8500).

Title 7 C.F.R. 210.11
R.C. 3313.84
A.C. 3301-91
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