

AGENDA

Revere Local School District
Revere Board Meetings
July Work Session
Tuesday, July 12, 2022, 5:30 pm - 8:30 pm
Revere Administration Building Conference Room



I. **CALL TO ORDER**

II. **ROLL CALL**

Hayden Hajdu
Claudia Hower
Mike Kahoe
Keith Malick
Diana Sabitsch

III. **BOARD OF EDUCATION'S AGENDA**

No items at this time.

IV. **TREASURER'S AGENDA** - Mr. Richard Berdine

No items at this time.

V. **SUPERINTENDENT'S AGENDA** - Michael L. Tefs, Ed.D.

- a. ACTIV Strength & Conditioning Service Agreement 2022-2023 School Year

It is recommended that the Board of Education approve the one (1) year agreement as detailed in **Attachment1**

VI. **INFORMATION/DISCUSSION ITEMS**

- a. Review Draft Agenda for the July 7, 2022 Regular Meeting.

VII. **EXECUTIVE SESSION**

Personnel: To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of public employees.

VIII. **ADJOURNMENT**

NEW DOCUMENT

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is by and between the Revere Local School District Board of Education (“Revere” or the “District”) and ACTIV Physical Therapy, LLC (“ACTIV”) for the provision of strength and conditioning services at Revere High School (“RHS”).

WHEREAS, Revere requires strength and conditioning services (the “S&C Services”);
and

WHEREAS, ACTIV desires to provide S&C Services to Revere;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, the Parties agree as follows:

- I. **Term.** This Agreement shall be effective July 25, 2022, through July 31, 2023, unless terminated by either party pursuant to Section IX. This Agreement shall automatically expire at 11:59 p.m. on July 31, 2023, unless the Parties agree, in writing, to renew or extend it.

- II. **ACTIV Responsibilities.** During the term of this Agreement, ACTIV shall:
 - A. **S&C Services.** Provide a qualified individual to coordinate strength and conditioning services for RHS. A “qualified individual,” for the purposes of this Agreement, is someone who:
 1. is capable of performing the Services set forth in Exhibit A to this Agreement,
 2. holds a Certified Strength and Conditioning Specialist Certification, or equivalent, and
 3. satisfactorily completes a background check as required by Section 3319.39 of the Ohio Revised Code.

In the event the assigned individual is absent for more than two (2) days, ACTIV shall provide a qualified substitute.

- B. **Equipment Review.** Assist Revere with building the strength and conditioning program in the District, including advising as to recommended changes or additions to equipment and facilities, including but not limited to additional equipment, equipment repairs, facility upgrades, and programming.

C. **Insurance.** Maintain the following insurances:

1. Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for bodily injury, personal injury and property damage liability.
2. Professional Liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.
3. Sexual Abuse and Molestation Insurance: Sexual Abuse and Molestation Insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.
4. The Provider shall provide to District a certificate (or certificates) of insurance evidencing such coverage upon request.

D. **Contractor Responsibilities.** ACTIV or its subcontractors will be responsible for paying all taxes, employees' salaries or contracts, and other subcontractor and/or employee expenses associated with performing the Services. The District, from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

III. **District Responsibilities.**

- A. **Facilities.** Revere shall provide ACTIV reasonable access to all relevant athletic facilities, including but not limited to the weight room, outside and inside athletic facilities. Access to these facilities shall not interfere with any sports practice or special event requiring the use of said facilities. Revere shall also provide office space for ACTIV and access to all athletic events scheduled at Revere facilities.
- B. **Equipment Review.** The District shall work with ACTIV to assess an appropriate annual budget for the repair and replacement of equipment for the strength and conditioning program, and to establish a schedule for any agreed-upon repairs or replacements. The annual budget would include but would not be limited to repairs, refurbishing, replacement, upgrades to equipment and facilities; and expendables like general office equipment including but not limited to a printer/copier, printer toner/ink, printer paper, or other routine general office needs that directly affect athlete programming.

III. **Payment.** Revere shall pay ACTIV Four Thousand, Six Hundred Twenty-Five Dollars (\$4,625.00) per month for the 12 months of this Agreement. ACTIV shall bill Revere monthly for this cost and Revere shall pay within thirty (30) days of receipt of ACTIV's invoice. Revere shall pay an additional prorated payment of \$1,156.25 for the time from July 25-August 1, 2022.

Invoices addressed to:

Rick Burdine, CFO
Revere Local Schools
P.O. Box 340
Bath, Ohio 44210

IV. **ACTIV Schedule.** The Parties shall mutually agree upon a work schedule for S&C Services. The schedule may fluctuate depending on the time of year and District needs. If the Parties cannot agree on a work schedule, either Party may terminate this Agreement pursuant to Section IX.

V. **Independent Contractor.** The relationship between ACTIV and the District shall be that of an independent contractor.

VI. **Confidential Information.** ACTIV and its employees and subcontractors will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and all other applicable federal and state laws regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, ACTIV will limit access to such records to those employees or subcontractors who reasonably need access to them in order to perform their responsibilities under this Agreement.

VII. **Compliance with Laws.** ACTIV and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and Revere HS policies and rules in effect now or later and as amended from time to time, including the Drug-Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

VIII. **Background Checks.** ACTIV will comply with all applicable background check laws for its employees and subcontractors that (a) will have contact with children through their performance of the Services, and (b) are not also employed by the District. ACTIV shall complete the necessary background checks, to be completed by the Revere Human Resources office.

IX. **Termination.** Either Party may terminate this Agreement by providing thirty (30) days' notice in writing to the other Party. Notice under this provision may be delivered by email or other written correspondence to:

For the District:

Dr. Michael Tefs, Superintendent
P.O. Box 340
Bath, OH 44210
mtefs@revereschools.org

For ACTIV:

Edward J. Ash, Owner
3667 Brecksville Road
Richfield, OH 44286
ed@ACTIVpt.com

X. **Indemnification.** ACTIV agrees to indemnify, defend and hold harmless the District and its employees from and against claims, suits, demands, judgements, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the proportionate extent of ACTIV's or its subcontractors' ordinary negligence, or gross negligence or willful misconduct of ACTIV or its subcontractors.

XI. **Assignment.** Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

XII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

On Behalf of the Revere Local School
District Board of Education

On Behalf of ACTIV Physical Therapy,
LLC

Superintendent

Owner

Date:

Date:

EXHIBIT A

Qualifications and Responsibilities of ACTIV Strength and Conditioning Services

Revere Supervisor: Athletic Director

ACTIV Subcontractor Qualifications:

- Bachelor's Degree;
- Certified Strength and Conditioning Specialist Certification, or equivalent; and
- Satisfactory background check pursuant to Section 3319.39 of the Ohio Revised Code.

Services To Be Performed:

- Direct strength and conditioning programming for Revere HS athletics and athletes.
- Develop and maintain safe programming and training environment for all athletes.
- Work collegially with the administrators, coaches, sports medicine, and training staff.
- Ensure the maintenance and cleanliness of the weight room for the health and safety of the athletes.
- Teach athletes safe and effective techniques for all strength and conditioning activities.
- Meet routinely and work closely with coaches to help them understand and maximize these programming benefits for their athletes and teams.
- Measure and track every athlete's progress and teach athletes the importance of record-keeping and goal setting.
- Create programming, emphasizing injury reduction, recovery, and long-term athletic development for every Revere HS athlete.
- Create a learning environment for the athletes where the weight room or training environment is treated as a classroom for physical development.
- Work with coaches and administration to create a weight room schedule that takes time of year and sports season into account.
- Maintain communication with the sports medicine/training staff to ensure a proper return to strength and conditioning activities for any injured athletes.
- Create a welcoming and challenging S&C environment where every athlete learns accountability to self and others relative to physical preparation and moves toward autonomy of skill during their four years of HS S&C programming.
- Teach athletes how to be safe and effective in the weight room and other physical training environments.
- Help every athlete learn how to get stronger, faster, more mobile, and reduce injury risk depending upon their level of physical development, needs, and injury history.
- Empower every athlete to get physically better and more confident to maximize their long-term athletic development.
- Build a "strength" culture at to enhance the overall athlete experience at Revere that will carry over onto the field, court, and into the classroom and community.