

MINUTES
GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
DECEMBER 18, 2012 7:00 P.M.

The Geauga County Educational Service Center board met on December 18, 2012, at 7:00 p.m., at the offices of the board for the purpose of conducting their regular business meeting. Members present were: Mrs. Cavanaugh, Mrs. Koster, Mr. Gilson, Mr. Battles and Mr. Burnett. Visitors: Myriam Gilson and Gail Galemme.

MOTION:

Mr. Gilson moved and Mr. Battles seconded the motion to approve the agenda and addendum as presented. Vote: Mr. Gilson, yes; Mr. Battles, yes; Mrs. Cavanaugh, yes; Mrs. Koster, yes; and Mr. Burnett, yes. Motion carried.

MOTION:

Mrs. Cavanaugh moved and Mrs. Koster seconded the motion to approve the minutes as written from November 20, 2012. Vote: Mrs. Cavanaugh, yes; Mrs. Koster, yes; Mr. Battles, yes; Mr. Gilson, yes; and Mr. Burnett, yes. Motion carried.

MOTION:

Mrs. Koster moved and Mr. Battles seconded the motion to approve the treasurer's report as listed below:

- 1) November financial statement.
- 2) November warrants written.
- 3) November investments.
- 4) December invoices payable.
- 5) Approve Cleveland Foundation grant for Gate House School - \$25,000.00, Dec. 1, 2012 through Dec. 31, 2013 – Fund #019-9025.
- 6) Donations for the month of November:
 - \$80.00 – Geauga Achieve
 - \$100.00 from Kidslink for Vocational Transition Fair
 - 14 I Pads – Preston Superstore – Geauga Achieve
 - Decorative Tiles – Home Depot - STARS
 - Treadmill – Betty Milieti – STARS
- 7) Preschool Tuition Rates for 2012-2013:
 - Ledgemont - \$2500.00 per year – 5 days per week
 - Kenston - 2 classes - \$2100.00
 - Berkshire, Metzenbaum and Chardon - \$1800.00

Vote: Mrs. Koster, yes; Mrs. Battles, yes; Mrs. Cavanaugh, yes; Mr. Gilson, yes; and Mr. Burnett, yes. Motion carried.

Mr. Galemme discussed facilitation of a small school forum to discuss future possibilities due to the economic climate of our schools.

MOTION:

Mr. Gilson moved and Mr. Battles seconded the motion to approve the following personnel items:

1) Professional meeting requests for attendance:

Matthew Glemmo, Supt., Julie Ramos, School Improvement Coordinator, and Donna Cook, Geauga Academy Principal, to attend 2013 Educational Technical Conference, Columbus, Feb. 11-13, total approx. cost: \$2535.00.

Matthew Glemmo, Supt., and Suzanne Allen, Assistant Supt., to attend School Negotiations Workshop, Independence, Jan. 24, 2013, total approx. cost: \$150.00.

2) Leave Request:

Jennifer Burky, Occupational Therapist
FMLA request letter attached.

April Gregan, School Psychologist
Parental leave request, effective approx. Feb. 1, 2013.
Letter attached.

Vote: Mr. Gilson, yes; Mr. Battles, yes; Mrs. Koster, yes; Mrs. Cavanaugh, yes; and Mr. Burnett, yes.
Motion carried.

MOTION:

Mr. Battles moved and Mrs. Koster seconded the motion to approve the second and final reading of the following bylaws and policies as amended or corrected:

New Bylaw 0167.2
Revised Policy 1240
Revised Policy 1330
Revised Policy 1411
Revised Policy 1422
Revised Policy 1540
Revised Policy 2260

Revised Policy 2340
New Policy 2623.02
Revised Policy 3122
Revised Policy 3131

Use of Personal Communication Devices
Evaluation of the Superintendent
Evaluation of the Treasurer
Whistleblower Protection
Nondiscrimination and Equal Employment
Suspension of Administrative Contracts
Nondiscrimination and Access to Equal Educational Opportunity
Field and Other Center Sponsored Trips
Third Grade Reading Guarantee
Nondiscrimination and Equal Employment
Reduction in Staff

Revised Policy 3211
Revised Policy 4122
Revised Policy 4211
Revised Policy 5517.01
New Policy 6107

Revised Policy 6460
Rejected Policy 7300
Revised Policy 7540.03
Revised Policy 7540.04
Revised Policy 8210
Revised Policy 8320.01
Revised Policy 8330
Revised Policy 8462
Revised Policy 8800
Revised Policy 8900
Revised Bylaw 0140
Revised Bylaw 0150
Revised Policy 2260.01
Revised Policy 2280
New Policy 2423
Revised Policy 2464
New Policy 3138

Revised Policy 3210
Revised Policy 3430.01
New Policy 3430.03
Revised Policy 4121
New Policy 4138

Revised Policy 4140
Revised Policy 4210
Revised Policy 4430.01
New Policy 4430.03
New Policy 5111.01
Revised Policy 5335

Whistleblower Protection – Professional
Nondiscrimination & Equal Employment/Classified
Whistleblower Protection - Classified
Bullying & Other Forms of Aggressive Behav
Authorization to Accept and Distribute Electronic
Records & Use Elec Signatures
Vendor Relations
Disposition of Real Property/Personal Property
Student Network & Internet Use and Safety
Staff Network & Internet Use & Safety
School Calendar
Personal Information Systems
Student Records
Student Abuse and Neglect
Religious/Patriotic Ceremonies & Observances
Anti-Fraud
Membership
Organization
Section 504/ADA
Preschool Program
School to Work Program
Gifted Education and Identification
Suspension During Pending Criminal
Actions/Professional
Staff Ethics/Professional
FMLA Leave
Call to Active Duty Leave
Criminal History Record Check
Suspension During Pending Criminal
Actions/Classified
Termination or Resignation
Staff Ethics/Classified
FMLA Leave/Classified
Call to Active Duty Leave/Classified
Homeless Students
Care of Students with Chronic Health Conditions

Revised Policy 6520	Payroll Deductions
Revised Policy 8310	Public Records
Revised Policy 8320	Personnel Files
Revised Policy 8450	Control of Casual Contact Communicable Diseases
Replacement Policy 8600.04	Bus Driver Certification
Revised Policy 9270	Home Schooling
Revised Policies – List attached	Declaration of Material Assistance/Non-assistance to a Terrorist Organization

Vote: Mr. Battles, yes; Mrs. Koster, yes; Mrs. Cavanaugh, yes; Mr. Gilson, yes; and Mr. Burnett, yes. Motion carried.

MOTION:

Mr. Gilson moved and Mrs. Koster seconded the motion to approve the second reading :

Revised Policy 3142	Non-Renewal of Teacher Contract
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Vote: Mr. Gilson, yes; Mrs. Koster, yes; Mrs. Cavanaugh, yes; Mr. Battles, yes; and Mr. Burnett, yes. Motion carried.

MOTION:

Mrs. Cavanaugh moved and Mrs. Koster seconded the motion to approve the following new business items:

- 1) Approve membership to the OSBA Legal Assistance Fund for 2013.
Membership fee - \$250.00.
- 2) Approve Cooperative Agreement with Exousia Rehabilitative Services, Inc., for a Licensed Occupational Therapist, effective Dec. 17, 2012, through June 30, 2013.
Contract attached.
- 3) Appoint Mr. Battles, President Pro-tem for the 2013 Geauga County Educational Service Center Organizational Meeting.

Vote: Mrs. Cavanaugh, yes; Mrs. Koster, yes; Mr. Gilson, yes; Mr. Battles, yes; and Mr. Burnett, yes. Motion carried.

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Informational items:

- 1) 2013 Organizational Meeting – January 15, 2013.
- 2) Mileage rate for 2013 – 56.5

MOTION:

Mrs. Koster moved and Mrs. Cavanaugh seconded the motion to adjourn the meeting at 9:15 p.m. Vote: Unanimous approval. Motion carried.

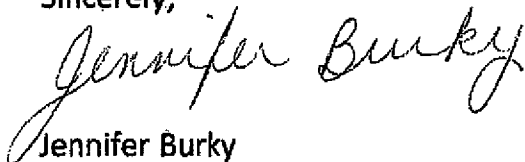
Jennifer Burky
6571 Wooded View Drive
Hudson, OH 44236
(440) 759-2225

December 13, 2012

Dear Mr. Galemmo:

I am writing this letter in request for Family Medical Leave Act (FMLA) for an upcoming surgery and recovery beginning December 14, 2012. I hope to return on February 4th, 2013, assuming all goes well. I would like to use my sick time. Please call me if you should need any additional information. Thank you.

Sincerely,


Jennifer Burky

April Gregan
17640 Indian Hills Drive
Auburn Twp, OH 44023

12/17/12

Dear Mr. Galemmo and GCESC Board of Education,

I would like to request a maternity leave, which I estimate to begin as early as February 1st. I would like to request 60 days of intermittent FMLA leave through June 10th.

Thank you for your time and consideration.

Sincerely,



April Gregan
School Psychologist

*May use up to 40
sick days for this
leave.*

**COOPERATIVE AGREEMENT
WITH
EXOUSIA REHABILITATIVE SERVICES, INC.**

THIS 18th day of Dec 2012, the parties hereto being the Geauga County Educational Service Center (herein referred to as GCESC) and Exousia Rehabilitative Services, Inc. (herein referred to as Exousia)

WHEREAS, the Geauga County Educational Service Center needs Licensed Occupational Therapists and a Certified Occupational Therapy Assistant(s) to perform specific professional responsibilities as required by Ohio Laws and Rules Regulating the Practice of Occupational Therapy, and Ohio Department of Education, and

WHEREAS, Exousia Rehabilitative Services, Inc. will make available Licensed Occupational Therapists and a Certified Occupational Therapy Assistant(s) in accordance with this Agreement, and

NOW, THEREFORE, and for valuable consideration passing by and between the parties hereto, said parties intend to be legally bound hereby agree to the following considerations:

1. The duration of this contract is from its date of initiation, **December 17, 2012**, through Jan 30, 2013. This Agreement may be terminated sooner as provided herein.
2. EXOUSIA will provide a competent, qualified and Licensed Occupational Therapist(s) and/or Certified Occupational Therapy Assistant(s) to work at school locations in the **Chardon School district** by Geauga County Educational Service Center.
3. The Licensed Occupational Therapist(s) and the Certified Occupational Therapy Assistant will be at all times regarded as an employee(s) of Exousia Rehabilitation Services, Inc., and subject to the leave policies and procedures of EXOUSIA. EXOUSIA will give notice of planned leave(s) extending longer than three (3) days to GCESC within fourteen days of planned leave or vacation, excluding sick time, emergencies or acts of nature. EXOUSIA will fulfill contract obligations per available staff during the interim for such planned absence(s).
4. Employee(s) of EXOUSIA shall be responsible for providing their own transportation to diagnostic and therapy sites within Chardon School district.
5. EXOUSIA shall be reimbursed for documented travel at current federal reimbursement rates, if required to travel in between Chardon School district locations. Travel rates may be adjusted quarterly. Current federal rates are at fifty five and one half cents (55.5) per mile. Travel to be included to and from first site.

6. EXOUSIA shall also be compensated a flat rate for therapist travel from Boardman office of record to first school site each day in the amount of \$35.50.
7. EXOUSIA fees for services rendered shall be as follows:
 - a. Occupational Therapist at a rate of sixty dollars (\$60.00) per hour
 - b. Occupational Therapy Assistance at a rate of fifty two dollars (\$52.00) per hour
 - c. Annual changes in reimbursement rates for therapist and therapy assistants may change effective at the end of the school year (usually in May/June).
8. EXOUSIA will submit to GCESC a statement for services rendered on a monthly basis.
9. GCESC agrees to make payment for EXOUSIA's services within fifteen (15) calendar days following receipt of EXOUSIA's statement to ensure continuation of services.
10. It is understood that in the event GCESC refuses or is unable to pay for services received by EXOUSIA within a reasonable time allotted, after GCESC has receipt of EXOUSIA statement, EXOUSIA has the right to temporarily stop services, without jeopardizing this agreement, breach of services or any payments. GCESC agrees to hold harmless EXOUSIA for any and all services, not rendered during such time.
11. GCESC further agrees that if collection procedures need to be implemented in appropriation of the monies due under this agreement, that the GCESC will be responsible for payment of all reasonable costs of collection, including, but not limited to attorneys fees; court costs, collection fees, and damages.
12. Monies due EXOUSIA shall be forwarded to EXOUSIA's representative or, directed to the address of record; Exousia Rehabilitative Services, PO Box 3445, Boardman, Ohio 44513-3445.
13. While working in Chardon Schools, employee(s) of EXOUSIA may have shared supervision under a duly authorized and qualified GCESC director, supervisor or therapist.
14. It is agreed, that GCESC will not compete for, contract, employ or cause to have a contract or employment with EXOUSIA employees, EXOUSIA(s), representatives or agent(s), up to eighteen (18) months of the last day of this contract, unless EXOUSIA agrees to waive such rights, with compensation in writing.
15. GCESC may terminate this Agreement within thirty (30) days in the event that the EXOUSIA breaches any of its obligations to GCESC by engaging in any conduct which is significantly injurious to the business, reputation or student care of GCESC, and if EXOUSIA fails to cure such default within thirty (30) days after receipt of written notice.
16. EXOUSIA may terminate this Agreement within thirty (30) days in the event that GCESC breaches any of its obligations to EXOUSIA by engaging in conduct which could be injurious to the business, reputation or the delivery of student services, or

12/18/12
Date