AGENDA
GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
MARCH 21, 2017 7:00 P.M.

A) ROLL CALL.

B) PLEDGE OF ALLEGIANCE.

C) APPROVAL OF AGENDA AND ADDENDUM.

D) APPROVAL OF MINUTES FROM FEBRUARY 28, 2017, AS WRITTEN.

E) TREASURER'S REPORT:

1) February financial statement.
2) February warrants written.
3) February investments.
4) March invoices payable.
5) Approval of donations to Geauga Achieve from the following:

Don Rice	$50.00
McCaskey Landscape & Design	$50.00
One Hundred Women of East Geauga	$2,760.00

6) Approval of donations to STARS from the following:

Geauga Mechanical Co., Inc.	$100.00
Junction Auto	$100.00
Brunner Funeral Home, Inc.	$100.00

F) HEARING OF THE PUBLIC.

G) SUPERINTENDENT REPORT:

1) Presentation by Michael Abraham, Carrington Supervisor.
2) Office move and shared services.
3) Newbury visit.
4) Reduction in Force Policies.
5) Update of District Agreements.
6) Geauga, Lake and Summit ESC's Administrative Retreat in August.
7) District consolidation.

H) PERSONNEL:

1) Request for a motion for the Geauga County Educational Service Center Governing Board to recess into four (4) consecutive executive sessions for the following purposes: (1) considering the employment of a public employee; (2) considering the employment of a public employee; (3) considering the employment of a public employee; and (4) considering the employment of a public employee. Upon conclusion of these executive sessions, the Governing Board President will gavel the Governing Board back into open session in this location. All matters discussed in all executive sessions are designated to

the public officials and employees as confidential pursuant to R.C. 102.03(B) because of the status of the proceedings and/or the circumstances under which the information will be received, and preserving its confidentiality is necessary to the proper conduct of government business.

2) Professional meeting requests for attendance:

Karen Lackey, Teen Pregnancy Prevention/Youth Led Prevention Director to attend 2017 Ready by 21 National Convention, Austin, TX, March 29-31, total approx. cost: $1,613.79. Paid for by a Drug Free Action Alliance Scholarship.

3) Employee retirement:

Cathy Manning, Assistant Treasurer, effective June 30, 2017. Letter attached.

4) Approval of Contract Non-Renewal of Patricia Randall to be effective at the end of the 2016-2017 school year. Resolution attached.

5) Contract Renewal:

Patricia Randall, Half-time Preschool Teacher
One year limited contract, effective from August 1, 2017 through July 31, 2018
185 half days, salary - $24,880.00. No benefits.

I) OLD BUSINESS:

1) Approval of second reading of the following policy:

Revised Policy 0100 Bylaws	Definitions
New Policy 0160 Bylaws	Meetings
Revised Policy 1530 Administration	Evaluation of Administrators
New Policy 1619 Administration	Group Health Plans
Revised Policy 1619.02 Administration	Privacy Protections of Fully Insured Group Health Plans
New Policy 1619.03 Administration	Patient Protection and Affordable Care Act
Revised Policy 3419 Professional Staff	Group Health Plans
Revised Policy 3419.02 Professional Staff	Privacy Protections of Fully Insured Group Health Plans
Revised Policy 3419.03 Professional Staff	Patient Protection and Affordable Care Act
Revised Policy 4419 Classified Staff	Group Health Plans
Revised Policy 4419.02 Professional Staff	Privacy Protections of Fully Insured Group Health Plans

Revised Policy 4419.03 Professional Staff	Patient Protection and Affordable Care Act
Revised Policy 5330.02 Students	Procurement and Use of Epinephrine Auto Injectors in Emergency Situations
New Policy 5830 Students	Student Fund-Raising
New Policy 6605 Finances	Crowdfunding
Revised Policy 8330 Operations	Student Records
Revised Policy 9700 Relations	Relations with Special Interest Groups

J) NEW BUSINESS:

1) Approval of first reading of the following policy:

Revised Policy 1540 Administration	Suspension of Administrative Contracts

2) Approval of the following substitutes to work in the Geauga County schools:

Signe Comfort	Educational Aide – ESEA
Elizabeth Loveman	Short-Term Sub. General Education
Todd Smaretsky	Short-Term Sub. General Education
Nicole Strauchon	Short-Term Sub. General Education

3) Approval of Cooperative Agreement between Exousia Rehabilitation Services, Inc. and the Geauga County ESC to provide OT and COTA Services to Kenston Local School District, as needed, for the remainder of the 2016-2017 school year. The OT hourly rate is $67.00 and the COTA hourly rate is $57.00. Cooperative Agreement attached.

4) Approval of Participation Agreement between the Jefferson County ESC and the Geauga County ESC to allow for students to participate in alternative educational opportunities through the Virtual Learning Academy. Twenty-four month contract effective beginning July 1, 2017 through June 30, 2019. Participation Agreement attached.

5) Approval to give Superintendent Felker the authority to approve ESC staff professional development, up to $1,000.00, prior to the board meeting.

K) INFORMATIONAL ITEMS:

1) Next board meeting date – April 24, 2017 at the Newbury Board of Education.
2) Second Community Forum with Jennifer Felker, May 3, 2017, 4:00 - 6:00 p.m., at Cardinal High School. Flyer attached.
3) All Boards Dinner - May 3, 2017, 6:00 - 8:00 p.m., LaMalfa.
4) Ohio School Boards Association Northeast Region Spring Conference, March 22, 2017, 5:00 – 8:30 p.m., at Springvale Golf Course and Ballroom in North Olmsted.

5) STARS Fundraiser – April 8, 2017, 11 a.m. – 3 p.m. at Fowler's Mill Banquet Center. Flyer attached.

L) ADJOURNMENT.

Geauga County
EDUCATIONAL SERVICE CENTER

470 Center St., Bldg. #2
Chardon, OH 44024

Ph: 440-279-1700 Fax: 440-286-7106
www.gcesc.k12.oh.us

Committed to the improvement of student achievement

Jennifer A. Felker, Superintendent
Suzanne M. Sotkovsky, Treasurer

Board Members:

Dennis A. Battles
Kenneth C. Burnett
Bonnie H. Cavanaugh
Janice M. Koster
Steve Remias

March 22, 2017

Donald Rice
15815 Arbor Trail
Newbury, Ohio 44065

Dear Mr. Rice,

The Geauga County Educational Service Center's Board of Education would like to formally acknowledge your donation to the Geauga County Achieve Program. At the Board of Education meeting held on March 21, 2017, your financial contribution of $50.00 for Geauga County Achieve program operations was formally accepted and entered into our Board minutes.

Please accept the thanks of the Geauga County Educational Service Center's Board of Education for you generosity. Your support of Geauga County's Special Education programs is greatly appreciated.

Sincerely,
Geauga County Educational Service Center

_____
Jennifer Felker, Superintendent

_____
Sue Sotkovsky, Treasurer

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March 22, 2017

McCaskey Landscape & Design
12377 Taylor Wells Rd.
Chardon, Ohio 44024

Dear Sir,

The Geauga County Educational Service Center's Board of Education would like to formally acknowledge your donation to the Geauga County Achieve Program. At the Board of Education meeting held on March 21, 2017, your financial contribution of $50.00 for Geauga County Achieve program operations was formally accepted and entered into our Board minutes.

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Sincerely,
Geauga County Educational Service Center

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Jennifer Felker, Superintendent

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Sue Sotkovsky, Treasurer

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Steve Remias

March 22, 2017

100 Women of East Geauga
12480 Ravenwood Drive
Chardon, Ohio 44024

Dear Sir,

The Geauga County Educational Service Center's Board of Education would like to formally acknowledge your donation to the Geauga County Achieve Program. At the Board of Education meeting held on March 21, 2017, your financial contribution of $2,760.00 for Geauga County Achieve program operations was formally accepted and entered into our Board minutes.

Please accept the thanks of the Geauga County Educational Service Center's Board of Education for you generosity. Your support of Geauga County's Special Education programs is greatly appreciated.

Sincerely,
Geauga County Educational Service Center

_____
Jennifer Felker, Superintendent

_____
Sue Sotkovsky, Treasurer

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Janice M. Koster
Steve Remias

March 22, 2017

Geauga Mechanical Co.
12585 Chardon Windsor Rd.
Chardon, Ohio 44024

Dear Sir,

The Geauga County Educational Service Center's Board of Education would like to formally acknowledge your donation to the Geauga County "S.T.A.R.S" Autism Program. At the Board of Education meeting held on March 21, 2017, your financial contribution of $100.00 for S.T.A.R.S. program operations was formally accepted and entered into our Board minutes.

Please accept the thanks of the Geauga County Educational Service Center's Board of Education for you generosity. Your support of Geauga County's Special Education programs is greatly appreciated.

Sincerely,
Geauga County Educational Service Center

_____
Jennifer Felker, Superintendent

_____
Sue Sotkovsky, Treasurer

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Steve Remias

March 22, 2017

Junction Auto
12423 Mayfield Rd.
Chardon, Ohio 44024

Dear Sir,

The Geauga County Educational Service Center's Board of Education would like to formally acknowledge your donation to the Geauga County "S.T.A.R.S" Autism Program. At the Board of Education meeting held on March 21, 2017, your financial contribution of $100.00 for S.T.A.R.S. program operations was formally accepted and entered into our Board minutes.

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Geauga County Educational Service Center

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Jennifer Felker, Superintendent

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Sue Sotkovsky, Treasurer

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Kenneth C. Burnett
Bonnie H. Cavanaugh
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Steve Remias

March 22, 2017

Brunner Funeral Home, Inc.
8466 Mentor Ave.
Mentor, Ohio 44060

Dear Sir,

The Geauga County Educational Service Center's Board of Education would like to formally acknowledge your donation to the Geauga County "S.T.A.R.S" Autism Program. At the Board of Education meeting held on March 21, 2017, your financial contribution of $100.00 for S.T.A.R.S. program operations was formally accepted and entered into our Board minutes.

Please accept the thanks of the Geauga County Educational Service Center's Board of Education for you generosity. Your support of Geauga County's Special Education programs is greatly appreciated.

Sincerely,
Geauga County Educational Service Center

_____
Jennifer Felker, Superintendent

_____
Sue Sotkovsky, Treasurer

March 13, 2017

Dear Geauga County ESC Board of Education:

After nearly 17 years working in the Treasurer's Office for GCESC, I have made the decision to retire effective June 30, 2017.

My job has been enjoyable and also provided a chance for me to learn and grow with the job.

I thank the Board for the opportunity of working with a great group of individuals especially the treasury and support staff employees.

Thank you,

Cathy Manning

Cathy Manning

RESOLUTION FOR CONTRACT NON-RENEWAL

WHEREAS, R.C. 3319.11 provides for the non-renewal of limited teaching contracts; and

WHEREAS, R.C. 3319.11 provides, in pertinent part, that the holder of a limited teaching contract must receive written notice on or before June 1st of the Governing Board's intention not to re-employ such teacher for the upcoming school year; and

WHEREAS, the Governing Board complied with the evaluation requirements of R.C. 3319.11 and R.C. 3319.111; and

WHEREAS, the Superintendent has given the Governing Board a written recommendation that the teacher not be reemployed at the expiration of the teacher's limited contract.

THEREFORE, BE IT RESOLVED, that under R.C. 3319.11, the teaching contract of Patricia Randall is hereby non-renewed; and

BE IT FURTHER RESOLVED that the Governing Board authorizes and directs the Superintendent to give such teacher written notice that the Governing Board, acting upon the superintendent's written recommendation, resolved that the teacher shall not be reemployed at the expiration of the teacher's limited contract.

Board Member _____ seconded the motion.

Upon roll call on the adoption of the Resolution, the vote was as follows:

COOPERATIVE AGREEMENT
(Geauga County Educational Service Center contracting on behalf of Kenston Local Schools)
WITH
EXOUSIA REHABILITATIVE SERVICES, INC.

THIS _____day of _____ 2017, 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 a Licensed Occupational Therapist to perform specific professional responsibilities, and

WHEREAS, Exousia Rehabilitative Services, Inc. will make available a Licensed Occupational Therapist in accordance with this Agreement, and as required by Ohio Laws and Rules Regulating the Practice of Occupational Therapy, and Ohio Department of Education, 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, March 15, 2017, through the end of the 2016-2017 school year. This Agreement may be terminated sooner as provided herein.

2. EXOUSIA will provide a competent, qualified and Licensed Occupational Therapist(s) and Occupational Therapy Assistant(s) to work at **KENSTON school locations** selected by Geauga County Educational Service Center.

3. The Licensed Occupational Therapist(s) 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 sites and **KENSTON school locations** as indicated by GCESC.

5. EXOUSIA shall be reimbursed for documented travel at current federal reimbursement rates, if required to travel in between KENSTON LOCAL SCHOOLS locations. Travel rates may be adjusted quarterly. Current federal rates are at fifty six and one half cents (53.5) per mile. Travel to be included to and from first site.

6. EXOUSIA fees for services rendered shall be sixty seven dollars ($67.00) per hour for Occupational Therapist and $57.00 per hour for Occupational Therapy Assistant.

7. EXOUSIA will submit to GCESC a statement for services rendered on a monthly basis.

8. 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.

9. 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.

10. 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.

11. 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.

12. While working in **KENSTON school locations**, employee(s) of EXOUSIA may have shared supervision under a duly authorized and qualified GCESC director, supervisor or therapist.

13. 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.

14. 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 defaults in the performance of or compliance with any of its other duties or obligations to EXOUSIA, and fails to cure such default within thirty (30) days after receipt of written notice thereof.

All provisions hereof shall apply to each of the undersigned, if the foregoing terms contained herein confirms the understanding and agreement between GCESC, and EXOUSIA, each shall so indicate by placing their signature on the space(s) provided below:

This agreement was executed at _____, Ohio, on this _____ day of _____, 2017.

Signatures by duly authorized representatives of GCESC and EXOUSIA:

_____ _____

Tarone Claybrook, MA, OTR/L Date
Exousia Rehabilitative Services, Inc.

_____ _____

Geauga County Educational Service Center Date

_____ _____

Geauga County Educational Service Center Date

PARTICIPATION AGREEMENT

This Agreement is entered into between the Governing Board of the Jefferson County Educational Service Center (JCESC) and the ***Geauga County Educational Service Center*** Board of Education (District) for a period of **24 months beginning July 1, 2017 and ending June 30, 2019.** The provision for the summer school program applies for the term beginning June 1, 2017 – August 31, 2017 and June 1, 2018 – August 31, 2018.

WHEREAS, the JCESC has developed a Virtual Learning Academy (VLA), an internet-based educational curriculum and delivery system designed for grades K-12 which provides alternative educational opportunities for credit deficiencies; alternative programs; summer school programs, including but not limited to gifted, special needs and home schooled students; and

WHEREAS, the District desires to contract with the JCESC to enable its students to participate in the VLA when appropriate;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, it is understood and agreed by the parties as follows:

1. JCESC shall provide the following services:
   a) curriculum and delivery system
   b) development and maintenance of the school district VLA database, including registration of students and faculty
   c) professional development and system training
   d) daily on-line VLA technical support
   e) marketing consultation
   f) treasurer's office/EMIS support
   g) intervention support

2. The District agrees to provide an administrator to serve as a "point of contact" between the District and the JCESC for coordination and administration of the VLA program.

3. Students enrolled in the VLA shall remain part of the districts ADM.

4. Fees for Service:
   a) The District shall pay the sum of $1000 per year to the JCESC for a two year VLA contract, payable as arranged by the parties.
   b) The District may obtain a customized login page for a one-time fee of $2000, payable as arranged by the parties.
   c) Student License Fees are the responsibility of the District. The License Fee is $185 which enables a student to enroll in an unlimited number of courses for a period of 365 days, within the dates of the agreement. The Student License Fee for the Summer School session is $85. Fees are payable. Additional fees are required for the following courses:
      $40 for Math 120 and Math 110
      $60 for Chemistry, Aviation, AP Physics and OGT Science
      $75 for any Microsoft® courses, AP Calculus and ACT Preparation; and

$150 for AP World History

5. Teacher Stipends: Teacher stipends are the responsibility of the District. If the JCESC provides the teacher, the rate is $250 for a full year course, $125 for a semester course and $63 for a nine week course. The stipend is payable to the JCESC. If the District provides the teacher, payment arrangement shall be between the District and teacher.

6. Independent Contractor Status: Each party hereto shall be deemed an independent contractor, and neither party is nor shall be considered an agent, employee, or representative of the other.

7. Cooperation: Upon either party's request, the other party shall provide, without charge, copies of all information, data, records, and/or reports which the requesting party deems necessary to the provision of the Staffing Services. Appropriate conferences shall also be scheduled at convenient times with essential administrative personnel of both parties for the purpose of discussing necessary information.

8. Limitation on Warranties: This Agreement is a service contract. Accordingly, JCESC disclaims all expressed, implied, and/or statutory warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

9. Compliance with Law: Both parties shall comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies, including but not limited to those governing the disclosure of confidential information regarding students and/or their family members, such as the Family Educational Rights and Privacy Act (20 U.S.C.§1232g).

10. Confidentiality: During the course of this Agreement the District and its students and employees may have access to curriculum and materials developed by the VLA which may be considered proprietary and confidential. The District agrees to maintain the confidentiality of this information and to take all reasonable steps to insure that its employees, agents, students and like entities will do the same. Specifically except as otherwise required by law the District, its students, employees, and agents will not copy or use the curriculum and materials for reproduction or its own purposes. Nor will the District make such information available to third parties for any purpose without the express written consent of the JCESC. This obligation to maintain confidentiality shall survive the termination of this Agreement.

11. Amendment: This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties.

12. Assignment: Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party.

13. Entirety: This Agreement contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior service contract or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.

14. Governing Law: The laws of the State of Ohio shall govern the validity, performance, and enforcement of this Agreement.

15. Severability: Each article, paragraph, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

16. Section Headings: The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF EDUCATION OF GEAUGA COUNTY EDUCATIONAL SERVICE CENTER	GOVERNING BOARD OF THE JEFFERSON COUNTY EDUCATIONAL SERVICE CENTER

By:_____
Board President

By:_____
Board President

By:_____
Fiscal Officer

By:_____
Treasurer

By:_____
Superintendent

By:_____
Superintendent

Date:_____

Date:_____

COMMUNITY FORUM

You are invited to attend our 2nd Community Forum hosted by Geauga County Superintendent, Jennifer Felker and Cardinal Local Schools

"Program and Services Update" will take place

Wednesday, May 3, 2017 ▪ 4:00-6:00

at Cardinal High School, 1475 Thompson Ave, Middlefield

Please take the opportunity to join in the discussion of community programs that currently provide services to students in all Geauga County Schools.

The agenda for the evening will include:

4:00-4:30	Meet local agency providers-who we are and what we do in the schools
4:30-4:45	Presentation of program outcomes for 2016-17
4:45-5:30	Discussion of new ideas, student needs, barriers and opportunities
5:30-6:00	Q & A for parents and community members

Light refreshments will be served
Please RSVP by April 27th to
tammy.kuhn@geaugaesc.org or 440-279-1700 if you plan to attend

Committed to engaging the community in service to students

Please Save The Date!

and help us build

A PROGRAM OF CHAMPIONS!

Saturday, April 8, 2017

S.T.A.R.S. Autism Program

GEAUGA COUNTY EDUCATIONAL SERIVCE CENTER

CHINESE AUCTION • LUNCH • ART WORK • SILENT AUCTION

FOWLER'S MILL BANQUET CENTER
13095 ROCKHAVEN ROAD
CHESTERLAND OH 44026

11am ~ 3pm

Lunch will be served at noon.

2 Chinese auction tickets and chance to win Brand NEW iPad
All proceeds benefit the STARS Autism Progam!

TICKETS ON SALE NOW!!!
$35

10th Annual Luncheon Fundraiser