MINUTES
GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
FEBRUARY 28, 2017 7:00 P.M.

The Geauga County Educational Service Center board met on February 28, 2017, at 7:02 p.m., 470 Center St., Bldg. 2, Chardon, Ohio, for the purpose of conducting their regular business meeting. Members present: Mrs. Cavanaugh, Mr. Burnett, Mr. Remias, Mrs. Koster, and Mr. Battles. Also present: Brenda Harriss and Joan Benedejcic.

MOTION: 29-2017
Mrs. Koster moved and Mrs. Cavanaugh seconded the motion to approve the agenda with amendments to remove the Presentation under the Superintendent Report and add the BASA Conference request for approval and to approve the addendum as written. Vote: Mrs. Koster, yes; Mrs. Cavanaugh, yes; Mr. Burnett, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

MOTION: 30-2017
Mr. Burnett moved and Mrs. Koster seconded the motion to approve the Organizational meeting minutes from January 24, 2017 as written. Vote: Mr. Burnett, yes; Mrs. Koster, yes; Mrs. Cavanaugh, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

MOTION: 31-2017
Mrs. Koster moved and Mr. Burnett seconded the motion to approve the regular meeting minutes from January 24, 2017 as written. Vote: Mrs. Koster, yes; Mr. Burnett, yes; Mrs. Cavanaugh, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

MOTION: 32-2017
Mrs. Koster moved and Mr. Remias seconded the motion to approve the Treasurer's report as listed below:

1) January financial statement.
2) January warrants written.
3) January investments.
4) February invoices payable.

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

Mrs. Felker discussed the following topics:

1) ESC facilities.
2) Cell phone policy and superintendent contract.
3) iSTEM board requesting authorization for the Superintendent to approve professional development prior to the board meeting.
4) Bonds for Jennifer and Sue to cover iSTEM and other entities the Geauga County ESC is fiscal agent for.
5) Memo of Understanding for personal days, Reduction in Force language and value added.
6) Geauga, Lake and Summit ESC's partnership.

There was discussion on the Board approving professional development before conferences.

Jennifer provided guidance on the role of the iSTEM Board and the ESC Board role in regard to iSTEM.

MOTION: 33-2017
Mrs. Cavanaugh moved and Mr. Burnett seconded the motion to move the March 21, 2017 regular board meeting from the Geauga County ESC to the West Geauga Board of Education, if available. Vote: Mrs. Cavanaugh, yes; Mr. Burnett, yes; Mr. Remias, yes; Mrs. Koster, yes; and Mr. Battles, yes. Motion carried.

MOTION: 34-2017
Mr. Burnett moved and Mr. Remias seconded the motion to approve the amendment of Jennifer Felker's contract, #9, cell phone reimbursement to be paid as a non-taxable reimbursement. Vote: Mr. Burnett, yes; Mr. Remias, yes; Mrs. Cavanaugh, yes; Mrs. Koster, yes; and Mr. Battles, yes. Motion carried.

MOTION: 35-2017
Mr. Remias moved and Mrs. Cavanaugh seconded the motion to approve the following personnel items:

1) Professional meeting requests for attendance:

Jennifer Felker, Superintendent, to attend BASA Women's Superintendent Conference, Columbus, March 20-21, total approx. cost: $485.00.

Jennifer Felker, Superintendent, and Tamee Tucker, iSTEM Chief Academic Officer, to attend Ohio Association of Administrators of State and Federal Education Programs Spring Conference, Columbus, April 4-6, total approx. cost: $2077.15.

Sue Sotkovsky, Treasurer, to attend Ohio Treasurers of Educational Service Centers Association Annual Spring Conference, Dayton, May 11-12, total approx. cost: $652.50.

Jennifer Felker, Superintendent, and Sue Sotkovsky, Treasurer, to attend Ohio Association of School Business Officials Annual Workshop, Columbus, April 25-27, total approx. cost: $1,596.50.

Michelle Fraley, Occupational Therapist, and Nancy McCauley, Certified Occupational Therapist Assistant, to attend Visual Rehabilitation for Pediatrics, Mayfield Village, February 27, 2017, total approx. cost: $399.98.

Lindsay Baar, Gaitway Principal, to attend Bus Driver In-Service Training, Ravenna, March 2, 3, and 6, total approx. cost: $153.22.

Amanda Tovar, Job Training Coordinator, to attend Ohio Association of Job Training Coordinators State Conference, Columbus, March 2, total approx. cost: $338.80.

Jaina Gandolfi, Vocational Director, and Amanda Tovar and Candace Mullet, Job Training Coordinators, to attend Employment as the Outcome, Independence, April 10, total approx. cost: $460.60.

Alyssa Lucas, Speech Language Pathologist, to attend Autism Meltdown in Children, Beachwood, March 17, total approx. cost: $239.99.

Michael Abraham, Carrington Supervisor, to attend Cleveland State University Spring Career Fair, Cleveland, March 3, total approx. cost: $300.00.

2) FMLA request for approval:

Brittany Landies, Certified Occupational Therapist Assistant, request for FMLA to begin approximately April 14, 2017 for the remainder of the 2016-2017 school year.

3) Approval to pay Jeremy Hunter, LGCA Curriculum Technology Coordinator, a pro-rated stipend of $875.00 for waiving health insurance from February 1, 2017 through June 30, 2017.

4) Additional work days request for approval:

Kathrine Gingerich, Occupational Therapist,
Additional 10 days at $300.49 per day,
Effective March 23, 2017 through June 30, 2017
Total additional compensation: $3,004.90.

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

MOTION: 36-2017
Mr. Burnett moved and Mrs. Koster seconded the motion to approve the Contract Non-Renewal of Deborah Tyukodi to be effective at end of the 2016-2017 school year. Vote: Mr. Burnett, yes; Mrs. Koster, yes; Mrs. Cavanaugh, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

MOTION: 37-2017
Mrs. Koster moved and Mr. Burnett seconded the motion to approve the Contract Non-Renewal of Susan Ferrazza to be effective at end of the 2016-2017 school year. Vote: Mr. Burnett, yes; Mrs. Koster, yes; Mrs. Cavanaugh, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

MOTION: 38-2017
Mrs. Cavanaugh moved and Mrs. Koster seconded the motion to approve the second and final reading of the following policy:

New Policy 7530.01 Property Cell Phone Allowance

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

MOTION: 39-2017
Mrs. Koster moved and Mr. Burnett seconded the motion to approve the first reading of the following policies:

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

There was discussion about the need to disperse the policies and review the current policies online for comparison.

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

Joan Benedejcic left at 8:54 p.m.

MOTION: 40-2017
Mrs. Koster moved and Mrs. Cavanaugh seconded the motion to approve the attached list of substitutes to work in the Geauga County schools. Vote: Mrs. Cavanaugh, yes; Mrs. Koster, yes; Mr. Burnett, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

MOTION: 41-2017
Mrs. Koster moved and Mr. Burnett seconded the motion to approve the following Independent Contractors:

Shirley Erjavec, Substitute Accounts Payable Clerk,
Effective January 18, 2017 through June 30, 2017
$20.00 per hour, as needed, total compensation not to exceed $3,000.00.

Marissa Auletta, TPP Consultant,
Effective February 1, 2017 through June 30, 2017
Contract not to exceed $2,800.00.

Morgan Caserta, TPP Teen Parent Coordinator,
Effective February 1, 2017 through June 30, 2017
Contract not to exceed $3,000.00.

Rachel DeVine, TPP Instructor Trainee
Effective February 1, 2017 through June 30, 2017
Contract not to exceed $1,000.00.

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

MOTION: 42-2017
Mr. Burnett moved and Mr. Remias seconded the motion to approve the Memo of Agreement between the Geauga Board Employees Association and the Geauga County ESC to amend the evaluation procedures for value added to include the safe harbor provision passed by the Ohio Legislature. Memo of Agreement attached. Vote: Mr. Burnett, yes; Mr. Remias, yes; Mrs. Cavanaugh, yes; Mrs. Koster, yes; and Mr. Battles, yes. Motion carried.

MOTION: 43-2017
Mrs. Cavanaugh moved and Mrs. Koster seconded the motion to approve the Memo of Understanding between the Geauga Board Employees Association and the Geauga County ESC to revise the personal leave restrictions. Memo of Understanding attached. Vote: Mrs. Cavanaugh, yes; Mrs. Koster, yes; Mr. Burnett, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

MOTION: 44-2017
Mrs. Cavanaugh moved and Mr. Burnett seconded the motion to approve the Memo of Understanding between the Geauga Board Employees Association and the Geauga County ESC to remove language to have part-time employees on a separate seniority list from the full-time employees. Memo of Understanding attached. Vote: Mrs. Cavanaugh, yes; Mr. Burnett, yes; Mr. Remias, yes; Mrs. Koster, yes; and Mr. Battles, yes. Motion carried.

MOTION: 45-2017
Mrs. Koster moved and Mr. Burnett seconded the motion to give Superintendent Felker the authority to approve iSTEM staff professional development, up to $1,000.00, prior to the board meeting. Vote: Mrs. Koster, yes; Mr. Burnett, yes; Mrs. Cavanaugh, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

MOTION: 46-2017
Mr. Burnett moved and Mrs. Cavanaugh seconded the motion to give Superintendent Felker the authority to sell equipment under the valuation of $500.00 that is no longer needed by the Geauga County ESC for fair market value.

Jennifer explained how the value would be determined.

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

MOTION: 47-2017
Mr. Remias moved and Mr. Burnett seconded the motion to approve Sue Sotkovsky to join the Ohio Association of School Business Officials, annual membership cost: $655.71. Vote: Mr. Remias, yes; Mr. Burnett, yes; Mrs. Cavanaugh, yes; Mrs. Koster, yes; and Mr. Battles, yes. Motion carried.

MOTION: 48-2017
Mr. Burnett moved and Mr. Remias seconded the motion to approve the School District Service Agreement template to be used with the school districts to contract for programs and services. Agreement attached. Vote: Mr. Burnett, yes; Mr. Remias, yes; Mrs. Cavanaugh, yes; Mrs. Koster, yes; and Mr. Battles, yes. Motion carried.

MOTION: 49-2017
Mrs. Cavanaugh moved and Mrs. Koster seconded the motion to approve additional language to the following Bylaws and Policies, so that the current bonds of the Superintendent and Treasurer, also, cover iSTEM Geauga and other entities that the Geauga County ESC is fiscal agent for.

1230 – Responsibilities of the Superintendent
1320 – Duties of the Treasurer
8740 – Bonding

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

Informational Items:

1) Next board meeting date – March 21, 2017 at the West Geauga Board of Education, if available.

2) Second Community Forum with Jennifer Felker, May 3, 2017, 4:00 - 6:00 p.m., at Cardinal High School. Flyer attached.
3) New Date for 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) Geauga Achieve Fundraiser – March 11, 2017, 6:00 - 10:00 p.m. at Sun Valley Banquet & Party Center. Flyer attached.
6) Geauga Achieve Fundraiser Raffle for Cleveland Cavaliers Tickets. Flyer attached.
7) STARS Fundraiser – April 8, 2017, 11 a.m. – 3 p.m. at Fowler's Mill Banquet Center. Flyer attached.

MOTION: 50-2017
Mrs. Koster moved and Mr. Remias seconded the motion to approve Jennifer Felker to attend the Ohio School Boards Association Northeast Region Spring Conference, North Olmsted, March 22, 2017. Vote: Mrs. Koster, yes; Mr. Remias, yes; Mrs. Cavanaugh, yes; Mr. Burnett, yes; and Mr. Battles, yes. Motion carried.

MOTION: 51-2017
Mrs. Koster moved and Mr. Burnett seconded the motion to adjourn the meeting at 9:23 p.m. Unanimous approval. Motion carried.

Dear Mrs. Felker,

I am writing this letter in request for maternity leave. My estimated due date is April 14, 2017. I am requesting time off from the birth of the baby until the rest of the school year. I will plan to use the rest of my personal days, and all of the sick time I have acquired up until the birth of the baby. The rest of my leave would be unpaid. I plan to return at the start of the new school year, August 2017.

Thank you for your consideration,

Brittany Landies

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 Deborah Tyukodi 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:

RESOLUTION FOR CONTRACT NON-RENEWAL

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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 Susan Ferrazza 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:

March Substitute List

First Name	Last Name	Certification
Donna	Brown	S-T Sub Gen. Educ.
Mark	Delpra	L-T Sub K-12 Mild/Mod
Daniel	Gilchrist	4 Yr. 7-12 Integ. Lang Arts
Julie	Glasscock	S-T Sub Gen. Educ.
Katrena	Grantham	4 Yr. 4-9 Soc Stud & Sci
Larry	Kletecka	Perm. 7-12 Math
Cynthia	Macko	4 Yr. K-12 Mild/Mod
Mark	Messner	5 Yr. K-12 Mild/Mod
Paul	Petras	S-T Sub Gen. Educ.
Sharon	Reminder	5 Yr. K-12 Mild/Mod
Katie	Rodgers	4 yr. P-3
Kristin	Schultz	4 Yr. P-3, 4-5
Janelle	Stuart	5 Yr. School Counselor

Geauga County Educational Service Center
Independent Contractor Agreement

The agreement is entered into this 18th day of January, 2017 between the Geauga County Educational Service Center (GCESC) and Shirley Erjavec hereinafter referred to as the "Contractor" and the Geauga County Educational Service Center thereinafter referred to as the "Board".

The above listed Contractor agrees to provide the following services:

*This agreement shall not be construed to create an employee/employee relationship between the Board and Contractor. Contractor is an independent contractor and not an employee of the Board.

*The service of Shirley Erjavec will be provided to Geauga County Ed Service Center. Services will be compensated at the hourly rate of $20.00 per hour, as needed. Maximum total compensation for the 2016-2017 school year = $3,000.00. Service will commence on January 18, 2017 and conclude on June 30, 2017.

The Contractor will record work hours on an hourly time sheet provided by the GCESC. Time sheets shall be submitted to the Treasurer's office by the second Friday of each month. Payment will be issued after the monthly Board meeting held on the third Tuesday of every month.

*The Contractor will receive compensation for providing Accounts Payable Services.

*The Independent Contractor is required to abide by all Geauga County ESC policies and procedures. Failure to abide by these policies and procedures will be considered a breach of this agreement and will result in its termination.

*The Contractor understands that all benefits, retirement, taxes, liability, etc. will be waived since she will be hired under a purchase service contract and will not be hired as an employee of the Board.

Social Security number of Independent Contractor _____

Address of Independent Contractor _____

_____ _____

Signature of Independent Contractor Date

_____ _____

Signature of Board Representative Date

TPP

Teen Pregnancy Prevention

TPP Consultant Contract-Addendum

Contractor Name: Marissa Auletta 648 Lander Dr Highland Hts. Ohio 44143

Responsibilities:

New instructor training and responsibilities will be suspended in lieu of a need related to TPP's new E Risk-Social Media contract with Job and Family Services. Attendance at all instructor meetings and training is still required.

Parameters: Contract runs February 1, 2017 through June 30, 2017. Contract will not involve additional funds. Project completion in 4 areas listed below will be paid with balance of existing contract. No benefits or mileage will be included in this contract.

Project List:
1) Completion of Promotional Campaign 'What Would Bob Do" including Facebook promotion, promotional items and dissemination , hashtag and related activities.
2) Design and implementation of parent blog site including student question of the week. Post facts, polls, questions, and photos/videos to engage adult friends/followers
3) Build new site to replace Healthyteenrelationships.org. for parents and students. Build informational links into site and promote links to this site on social media/blog/Facebook and ESC TPP page.
4) Design future TPP/YLP promotional event. Organize contact list, create promotional materials , cost analysis, list specific media and promotional sites to be engaged. This project does not include implementation of event, just a plan for implementation. Event will take place in next contract cycle.

Contract Rate: Remaining funds on current contract equal $2800. A rate is assigned of $700 per completed project. Meetings, planning time and resources needed for project completion are included in the contract rate.

Invoice Procedure
Invoices are submitted electronically to the TPP Director for her signature on the Thursday before each board meeting (the Thursday after the second Tuesday of each month). Copy the assistant treasurer on all invoices: cathy.manning@geaugaesc.org.

Total Contract
$2,800.00

Instructor Signature_____ **Date**_____

Director Signature _____ **Date**_____

TPP CONTRACT AND JOB DESCRIPTION

Contractor Name
Morgan Caserta
17683 Rock Creek Rd
Thompson OH 44086

Position: TPP Teen Parent Coordinator

Responsibilities include:

Coordinate a panel of up to ten teen parent speakers. Design and facilitate panel member training and schedule all speaking events .Duties include recruiting and interviewing panel speakers, individual and group training of speakers and scheduling all panels and speaking events . Duties also include panel follow up, such as attendance, quality, and scheduling and invoicing issues. Communicate with director and instructors regarding suggested improvements.

Coordinator will utilize technology and social media to streamline the process of recruiting, interviewing and selecting speakers.

Additional Responsibilities:

The coordinator will also participate in all TPP instructor meetings and trainings, and assist with program development, evaluation proctoring as necessary.

Parameters:

Contract is contingent upon receipt of grant funding annually from Ohio Children's Trust Fund and Job and Family Services. The contract is a maximum amount dependent on the number of new speakers and training needed. No mileage or benefits are provided.

Contract Rate and Hours

Contract Duration : February 1 2017-June 30 2017.
Contract Hours: All coordinator duties are paid at $15.00/hour. Contract reflects up to 40 hours per month.

Total Contract not to exceed: $ 3000.00

Invoices are submitted electronically to the TPP Director for her signature on the Thursday before each board meeting (the Thursday after the second Tuesday of each month). Copy the assistant treasurer on all invoices: cathy.manning@geaugaesc.org

Signature_____ Date_____

Director_____ Date_____

TPP

Teen Pregnancy Prevention

TPP CONTRACT AND JOB DESCRIPTION

Contractor Name: Rachel DeVine 369 Fox Run Trail, Aurora OH 44202

Position: TPP Instructor Trainee

Responsibilities: Trainee duties in TPP 5th grade, 6th grade and 8th grade programs. Training includes observation of full programs, follow up meetings and review with lead instructor and/or TPP Director, attendance at full instructor meetings, review and study of curriculum, TPP philosophy statement and procedures.

No full time instructor duties such as posting numbers, evaluation proctoring, parent programs or program development activities are required, but trainees should familiarize themselves with these procedures.

Parameters and Rate of Pay: Contract February 1, 2017 through June 30, 2017. Training activities such as classroom observation, mock classroom training, and instructor meetings are paid at $50.00 per day. Full day workshops or training, full day co-facilitation, and full instructor duties are paid at $100.00/day.
No benefits or mileage are included in this contract. Contractor is responsible for their own taxes.

Invoice Procedure

Invoices are submitted electronically to the TPP Director for her signature on the Thursday before each board meeting (the Thursday after the second Tuesday of each month). Copy the assistant treasurer on all invoices: cathy.manning@geaugaesc.org

Total Contract
Up to $ 1000.00

Signature_____ **Date**_____
Instructor

Signature_____ **Date**_____
TPP Director

Memorandum of Agreement
between the
Geauga Board Employees Association
and the
Geauga County Educational Service Center Board

The parties to the Master Contract dated August 1, 2016 through July 31, 2019 hereby agree to amend the Master Contract in Article VI (6.0900) Evaluation Procedures to include the following additional evaluation provision, as passed by the Ohio legislature:

New (I) Any teacher's value-added rating that is based on the results of the mandated state achievement tests administered in the 2014-2015 or 2015-2016 school years and used to assess student growth will not be used in the evaluation process or when making decisions regarding dismissal, retention, tenure or compensation. Further, if this provision is extended by legislature, the parties agree that this Memorandum of Understanding will extend into any subsequent years automatically.

For the Geauga Board Employees Association:

Joan Benedyczic

Date: 3/1/17

For the Geauga County Educational Service Center Board:

Jeffrey A. R

Date: 3/1/17

MEMORANDUM OF UNDERSTANDING
between
Geauga Board Employees Association ("Association")
and the
Geauga County Educational Service Center Board ("Board")
(collectively the "Parties")

The Parties to the Master Agreement between the Association and the Board, with effective dates of August 1, 2016 through July 31, 2019 enter into this Memorandum of Understanding ("MOU") to:

Amend the parties' agreement regarding the definition and use of personal leave in Article V, Section 5.0200, as shown by the bold additional language below:

5.0201 **ENTITLEMENT TO PERSONAL LEAVE** - The Superintendent shall allow absence of up to three (3) personal leave days for members of the bargaining unit. **One (1) of those days shall be unrestricted which means that it may be used for any reason; however, this day may not be used to extend a vacation or school recess. The two (2) other days shall be restricted and may only be used for the following reasons:**

A. To transact personal business that cannot reasonably be transacted outside work hours.

B. Affairs of a personal nature that cannot reasonably be conducted outside the regular workday.

C. Emergency beyond the certificated employee's control.

D. Other good and just cause as shall be determined and approved by the Superintendent.

5.0202 **NON-ENTITLEMENT TO RESTRICTED PERSONAL LEAVE**

A. Entertainment, recreation, or vacation.

B. Seeking other employment, unless approved by the Superintendent.

C. To extend a vacation or school recess.

5.0203 **RESTRICTIONS**

A. Personal leave is not cumulative.

B. Request for personal leave should be in writing with **three (3)** ~~five (5)~~ days notice prior to the leave on an official form provided by the Office of the Superintendent and must be approved by the Superintendent prior to the date of leave, except in the case of an emergency. **The Superintendent may approve additional emergency personal leave days at her discretion.**

C. Personal leave knowingly utilized in violation of this policy shall be considered as insubordination as defined by O.R.C. 3319.16 and shall result in appropriate disciplinary action up to and including contract termination.

5.0204 ROLL INTO SICK LEAVE

Any unused personal leave as of June 30th each year shall be rolled into the employee's sick leave entitlement.

This language will apply only prospectively commencing with the date of the parties' adoption.

For the Association:

Jon Benedyczi

Date 3/01/2017

For the Board: 3/1/17

Date

MEMORANDUM OF UNDERSTANDING
between
Geauga Board Employees Association ("Association")
and the
Geauga County Educational Service Center Board ("Board")
(collectively the "Parties")

The Parties to the Master Agreement between the Association and the Board, with effective dates of August 1, 2016 through July 31, 2019 enter into this Memorandum of Understanding ("MOU") to:

Amend the parties' agreement regarding part-time employees under the Reduction in Force section of the contract, as shown by the strikeouts and the bold additional language below:

6.0800 **REDUCTION IN FORCE**

6.0801 **REDUCTION IN FORCE** - No employee may be reduced except in accordance with the requirements and procedures of O.R.C. 3319.17.

A. A reduction in the number of bargaining unit members may be made by the Board if the Board determines that such a reduction is necessary due to a decrease in the enrollment of pupils, a return to duty of regular bargaining unit members after leaves of absence, the suspension of schools or territorial changes affecting the District, or demonstrable financial reasons. "Financial reasons" means the Board has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations.

B. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making his/her recommendations, the Superintendent will give preference first to bargaining unit members on continuing contracts and then to bargaining unit members on limited contracts.

For OTES personnel, the order of RIF in both groups of limited and continuing contract personnel shall be determined by their performance as indicated on their evaluations. If the evaluations of more than one teacher are comparable, the least senior of that group shall be reduced first.

For NON-OTES personnel, employees shall be reduced by seniority within each group of limited and continuing contracts personnel.

C. No bargaining unit member shall have his/her continuing or limited contract suspended with an effective date during the term of the normal school year.

D. **COMPARABLE EVALUATIONS**

Suspension of MBUs and recall of eligible MBUs whose contracts have been suspended pursuant to a RIF, will not be based upon seniority, except in circumstances when choosing between OTES MBUs with "comparable evaluations" or non-OTES MBUs. The application of the term "comparable" as applied to teacher evaluations shall be based on the following:

Comparable evaluation shall be defined as follows:

a. All Ineffective OTES-rated MBUs will be considered "comparable" to each other.

b. All Developing OTES-rated MBUs will be considered "comparable" for each other.

c. All Accomplished and Skilled OTES-rated MBUs will be considered "comparable" to each other.

6.0802 **SENIORITY**

A. **SENIORITY LISTS**

1. Administration/supervisory lists shall include those employees listed in Section 1.0201, A.-K.

2. Teacher lists shall include those employees listed in Section 1.0201, A.-L. (1.-3.).

B. **POSTING OF SENIORITY LIST** - The Board shall post the seniority lists within sixty (60) days of ratification of this agreement and thereafter by November 15 of each year and sent to association president.

C. **DISCREPANCIES** - The employees shall have thirty (30) calendar days to file in writing to the Superintendent of any discrepancies or

errors to the list(s). If the employees file no objections, then the list(s) shall be deemed correct until the next posting, and the employee waives his/her right to challenge the list until the next year's posting.

D. **SENIORITY DEFINED** - Seniority shall be defined as continuous service from the first day worked in a bargaining unit position as defined in Section A., Seniority Lists, above. However, if a teacher moves to an administrative/supervisory position, the teacher shall be placed at the bottom of that list. The teacher will begin accruing seniority from the first day worked in the new position. The teacher will retain his/her years of continuous service under the other seniority list~~. Likewise, if a part-time employee moves to full-time status, the employee shall retain his/her years of part-time service and shall be placed at the bottom of the full-time list.~~

E. **ACCRUAL OF SENIORITY**

1. Seniority will accrue for all time an employee is on active pay status or is receiving worker's compensation benefits, and will not be broken by legal work stoppage.

2. Time spent on inactive pay status (unpaid leave or layoff) will not contribute to the accrual of seniority but will not constitute a break in seniority.

F. ~~**PART-TIME EMPLOYEES** - Part-time employees may not bump into full-time positions. Part-time employees may only bump a less senior part-time employee if their job is eliminated and only with the approval of the contracting school district and the County Superintendent.~~

G. **EQUAL SENIORITY** - A tie in seniority will occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list. Ties in seniority will be broken by the following method of order to determine the most senior employee:

~~1. The employee who has worked in a full-time position versus a part-time position; then~~

2. The employee with the greatest number of days under a regular contract; then

3. Previous interrupted employment with the school district as a long-term substitute; then

4. Previous employment as a Geauga School Employee; then

5. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure will be implemented in the presence of a designated Association representative.

6.0803 **RECALL**

A. **DURATION OF LAYOFF** - Recall for nontenured teachers and administration/supervisory employees will be eighteen (18) months or the length of their contract from the date of suspension. The timeframe for recall rights for tenured teachers will be as per Ohio Revised Code. The recall will be called for if a vacancy exists or if a new position is created for which the employee holds certification at the time of recall and in accordance with the positions as described by the respective seniority lists. Recall shall be determined by the employee performance on evaluations. Where the employees' evaluations are comparable, as defined in Section 6.0801, recall shall be determined by seniority.

B. **NOTIFICATION** - In such cases, the employee will be notified by certified letter at his/her last known address, and the teacher will have seven (7) days from date of delivery to reply by same of his/her intention for accepting the position offered. The employee will have up to twenty-one (21) days from date of delivery of the letter of recall to report for duty unless otherwise agreed to by the Board. All reasonable efforts will be made to report to duty as soon as possible. If the employee does not meet any one of the above stipulations for recall and has no reason satisfactory to the Board for excusing such failure, he/she will be deemed to have forfeited recall rights.

For the Association: For the Board:

Date 3/01/2017 Date

Aligned School District Service Agreement
between the
Geauga County Educational Service Center Governing Board
and the
[School District] Board of Education
Pursuant to R.C. 3313.843 and R.C. 3313.845
2017-2018 School Year

This AGREEMENT ("Agreement") is made by the [SCHOOL DISTRICT] Board of Education ("Board" or "District") and the Geauga County Educational Service Center Governing Board ("Geauga County ESC").

WHEREAS, this is an agreement for the provision of services under R.C. 3313.843 and R.C. 3313.845. This is not an alignment agreement pursuant to R.C. 3313.843(D).

WHEREAS, R.C. 3313.843(B)(1) provides that the board of education of each city, exempted village or local school district with an average daily student enrollment of 16,000 or less, reported for the district on the most recent report card issued under R.C. 3302.03, **shall** enter into an agreement with the governing board of an educational service center, under which the educational service center governing board shall provide services to the district.

WHEREAS, R.C. 3313.843(B)(2) provides that the board of education of a city, exempted village, or local school district with an average daily student enrollment of more than 16,000 **may** enter into an agreement with the governing board of an educational service center, under which the educational service center governing board will provide services to the district.

WHEREAS, the District has an average daily student enrollment [more/less] than 16,000 reported on the District's most recent report card issued under R.C. 3302.03.

WHEREAS, services provided under an agreement entered into under either R.C. 3313.843 (B)(1) or R.C. 3313.843(B)(2) shall be specified in the agreement, and may include any of the following: supervisory teachers; in-service and continuing education programs for district personnel; curriculum services; research and development programs; academic instruction for which the governing board employs teachers pursuant to R.C. 3319.02; assistance in the provision of special accommodations and classes for students with disabilities; or any other services the district board and service center governing board agree can be better provided by the service center and are not provided under an agreement entered into under R.C. 3313.845. Services included in the agreement pursuant to R.C. 3313.843 shall be provided to the district in the manner specified in the agreement. For services included in the agreement pursuant to R.C. 3313.843, district board of education shall reimburse the educational service center governing

board pursuant to R.C. 3313.843(H). As stated in R.C. 3313.843(H), pursuant to R.C. 3317.023(B), the Ohio Department of Education annually shall deduct from each school district that enters into an agreement with an educational service center under R.C. 3313.843, and pay to the service center, an amount equal to six dollars and fifty cents times the school district's total student count. The district board of education, or the district superintendent acting on behalf of the district board, may agree to pay an amount in excess of six dollars and fifty cents per student in total student count. If a majority of the boards of education, or superintendents acting on behalf of the boards, of the districts that entered into an agreement under this section approve an amount in excess of six dollars and fifty cents per student in total student count, each district shall pay the excess amount to the service center.

WHEREAS, pursuant to R.C. 3313.845, the board of education of a city, exempted village, local, or joint vocational school district and the governing board of an educational service center **may** enter into an agreement under which the educational service center will provide services to the school district. Services provided under the agreement and the amount to be paid for such services shall be mutually agreed to by the district board of education and the service center governing board, and shall be specified in the agreement. Payment for services specified in the agreement shall be made pursuant to the terms of that agreement. If specified in the agreement as the manner of payment, the department of education shall pay the service center the amount due to it under the agreement and shall deduct that amount from the payments made to the city, exempted village, local, or joint vocational school district under R.C. Chapter 3317.

WHEREAS, the authority granted under R.C. 3313.843 and R.C. 3313.845 to the boards of education of city, exempted village, and local school districts is in addition to the authority granted to such boards under R.C. 3313.843 and R.C. 3313.845.

WHEREAS, for purposes of calculating any R.C. 3313.843(G)(1) state operating subsidy to be paid to the Geauga County ESC for the operation of the Geauga County ESC and any services required under Title XXXIII of the Revised Code to be provided by the Geauga County ESC to a school district, the Geauga County ESC's student count shall be the sum of the total student counts of all the school districts with which the Geauga County ESC has entered into an agreement under R.C. 3313.843. Nothing in this Agreement changes the fact that the R.C. 3313.843(G)(1) state operating subsidy paid to the Geauga County ESC belongs to the Geauga County ESC only as a matter of law.

WHEREAS, the Board desires to enter into an agreement with the Geauga County ESC to be in compliance with both R.C. 3313.843 and R.C. 3313.845 and to provide services as set forth in this Agreement.

WHEREAS, this Agreement shall be filed by the Geauga County ESC with the Ohio Department of Education by July 1, 2017, and as may be amended from time to time.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. PROGRAMS AND SERVICES

A. During the term of this Agreement, the Board hereby engages the Geauga County ESC to perform services required by the Board pursuant to R.C. 3313.843(B)(3) as set forth in this Section, below.

B. The Geauga County ESC hereby represents and warrants to the Board that it has the necessary expertise, licenses, permits, and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.

C. The Board agrees to participate in the following Cooperative Programs operated by the Geauga County ESC (please check and initial all programs in which the Board will participate):

[List programs]

D. The Geauga County ESC shall provide the following services to the Board (please check and initial all programs in which the Board will participate and indicate the desired Full Time Equivalent Amount ("FTE") is applicable):

[List services]

E. The Geauga County ESC shall employ the following individuals and assign them to the District:

1) [List personnel and total cost]

2) [List personnel and total cost]

3) [List personnel and total cost]

F. [Include any other miscellaneous services or programs here]

2. TERM

The Geauga County ESC and Board shall each adopt resolutions ratifying this Agreement. This Agreement shall begin on July 1, 2017, and shall terminate on June 30, 2018.

3. COMPENSATION

A. The Board will pay for all services provided by the Geauga County ESC pursuant to this Agreement through (choose one):

i. Direct Billing ☐ Initials _____

ii. Foundation Deduct ☐ Initials _____

If Direct Billing is selected, the Board shall issue payment to the Geauga County ESC as set forth in Sections 1 and 3 (except for Section 3(O)). If Foundation Deduct is selected, the Board shall issue payment to the Geauga County ESC as set forth in Section 3(O).

B. All costs for Cooperative Programs, as set forth in Section 1(C), will be calculated based on the total cost of the program divided by the number of participating students, unless specifically set forth otherwise in this Agreement. The cost of each Cooperative Program includes the actual cost of all teachers, aides, and related services providers serving the classroom, including, but not limited to, salary, fringe benefits, and retirement; purchased services, including, but not limited to, the cost of substitute teachers and staff training; expenses for supplies, materials, and equipment used in the Cooperative Program; technical services and on-line computer utilization; and rent, if charged. The cost of related service providers is not included in the total cost for the Multiple Disabilities program or the Preschool program. Related services for the Multiple Disabilities Program and Preschool program must either be provided by the Board or purchased separately from the Geauga County ESC. The Board will be billed for the total number of its students participating in each Cooperative Program multiplied by the average per student cost of the Cooperative Program. A student's enrollment in a Cooperative Program is based on the student's first day of attendance through the student's official withdrawal date. If the Board requests to maintain a position in a Cooperative Program for a student in alternative placement, the Board will be billed at the normal daily rate. For billing purposes, any portion of a day is considered a full day

C. The Board is responsible for paying excess costs related to the needs of an individual student beyond those included in the cost of a Cooperative Program (e.g., aide, special equipment, additional psychological services, transportation, etc.). Such additional excess cost services will not be implemented by the Geauga County ESC without agreement from the Board and inclusion in the student's Individualized Education Program. If the home district does not agree to an excess cost as recommended by the Management Board, a recommendation for a resolution will be forwarded to the Governing Board. [Explain when excess costs will be billed]

D. The following Related Services set forth in Section 1(D) will be billed on a per student usage basis: [applicable related services]. The cost per student will be calculated by dividing the Geauga County ESC's actual cost for the Related

Service by the total number of students receiving the Related Service. [Explain when these Related Services will be billed]

E. The following Related Services set forth in Section 1(D) will be billed at an average per diem rate based on the total cost of all the specific Related Service providers employed by the Geauga County ESC: [applicable related services]. The average per diem rate is calculated by dividing the Geauga County ESC's total actual cost for all the specific Related Service providers by the total number of contracted days for the specific Related Service providers. [Explain when these Related Services will be billed]

F. The "actual cost" of all Related Service providers employed by the Geauga County ESC includes, but is not limited to, salary, unemployment, health insurance, severance, liability insurance, worker's compensation, and other fringe benefits.

G. The Board agrees to pay the cost of any severance to which a Geauga County ESC employee may become entitled upon separation from service with the Geauga County ESC pursuant to Ohio law or any applicable collective bargaining agreement entered into by the Geauga County ESC and a labor union as follows:

i. For Geauga County ESC employees working in Cooperative Programs or Related Services, the cost of the employee's severance will be added to the total cost of the applicable Cooperative Program or Related Service for the following school year. The total cost for the Cooperative Program or Related Service will be calculated and billed as set forth in this Agreement.

ii. For Geauga County ESC employees specifically assigned to the District, the Board agrees to reimburse the Geauga County ESC for its pro rata share of the employee's severance based on the percentage of time the employee was assigned to the District during the employee's employment with the Geauga County ESC.

H. The Board agrees to pay all costs and expenses for all personnel employed by the Geauga County ESC and assigned to work in the District pursuant to Section 1(E), including, but not limited to, salary, unemployment, health insurance, severance, liability insurance, worker's compensation, and other fringe benefits. [Explain when these employees will be billed]

I. The Board agrees to pay for any services or programs set forth in Section 1(F), above, as set forth in Section 1(F).

J. Pursuant to R.C. 3313.843(H) and R.C. 3317.023, the Ohio Department of Education shall annually deduct from the Board, and pay to the Geauga County

ESC, an amount equal to six dollars and fifty cents ($6.50) times the District's total student count. However, the Board understands and agrees that if a majority of the boards of education, or superintendents acting on behalf of the boards, of the districts that entered into an agreement with the Geauga County ESC under R.C. 3313.843 approve an amount in excess of six dollars and fifty cents ($6.50) per student in total student count, the Board, as well as every other district that has entered into an agreement with the Geauga County ESC under R.C. 3313.843 shall pay the excess amount to the Geauga County ESC.

K. The Geauga County ESC will use the amount of funds received from the Board pursuant to 3313.843(H) and R.C. 3317.023 as a credit to the Board to offset the cost of all services purchased from the Geauga County ESC by the Board pursuant to this Agreement.

L. All services purchased from the Geauga County ESC by the Board that cost in excess of the amount of the credit provided pursuant to Section 3(J) of this Agreement shall be contracted and paid for pursuant to R.C. 3313.845.

M. The Geauga County ESC also receives a state operating subsidy from the State of Ohio pursuant to R.C. 3313.843(G) based on the total student count of all school districts that have entered into an R.C. 3313.843 agreement with the Geauga County ESC. As part of its ongoing efforts to provide its aligned school district's with low cost services, the Geauga County ESC will make 90% of the portion of the state operating subsidy it receives pursuant to R.C. 3313.843(G) — based on the District's total student count — available to the Board as an offset to the cost of services the Board receives from the Geauga County ESC pursuant to this Agreement. For any given school year, in the event that the Board does not purchase services from the Geauga County ESC that cost more than or equal to 90% of the portion of the state operating subsidy it receives pursuant to R.C. 3313.843(G) — based on the District's total student count — the unexpended balance of the portion of the Geauga County ESC's state operating subsidy made available to the Board shall remain with the Geauga County ESC.

N. The Board agrees to remit payment to the Geauga County ESC within 30 days of receiving an invoice. Any invoices that remain unpaid beyond 90 days from the date of billing will incur a 5% late fee.

O. <u>Foundation Deduct</u>

i. By [DATE] of each year of this Agreement, the Geauga County ESC will provide the Board with the estimated cost of all services to be provided by the Geauga County ESC to the Board pursuant to this Agreement. This estimated cost shall be calculated pursuant to Sections 1, 3 and 9 of this Agreement. On an annual basis, the Geauga County ESC will provide the Board with an invoice reflecting the actual cost of the services provided to

the Board by the Geauga County ESC pursuant this Agreement. The actual cost of these services may be in excess of or less than the estimated cost.

ii. Based on the estimated cost of the services provided to the Board by the Geauga County ESC pursuant to this Agreement, the Board agrees to pay the Geauga County ESC an amount equal to estimated cost of services pursuant to R.C. 3313.845 or applicable law by having this amount deducted from the Board's state foundation payments and paid instead to the Geauga County ESC by executing Exhibit A, attached hereto, and filing the same with the Ohio Department of Education. By executing this Agreement, the Board specifically authorizes and directs its Superintendent and Treasurer to annually complete Exhibit A in the amount of the estimated cost of services under this Agreement and file the same with the Ohio Department of Education. Both the Board and the Geauga County ESC understand and agree that this amount is based on estimated costs only. In the event state law no longer allows payment to be made by having the Ohio Department of Education deduct the amount due and owing to the Geauga County ESC under this Section from the Board's state foundation payments and pay such amount directly to the Geauga County ESC pursuant to R.C. 3313.845 or other applicable law, the Board agrees to instead tender the total amount due and owing to the Geauga County ESC under this Section directly to the Geauga County ESC.

iii. If, at the conclusion of the term of this Agreement, the actual cost of services provided to the Board by the Geauga County ESC under this Agreement exceeds the estimated cost, the Board shall directly pay the Geauga County ESC the difference between the actual cost and the estimated cost immediately upon demand. Specifically, the Geauga County ESC shall invoice the Board for the excess cost and the Board shall tender the invoiced amount directly to the Geauga County ESC within 30 days of receipt of said invoice. If the invoice remains unpaid beyond 90 days from the date of billing, it will incur a 5% late fee.

iv. If, at the conclusion of the term of this Agreement, the actual cost of services provided to the Board by the Geauga County ESC under this Agreement is less than the amount already paid by the Board to the Geauga County ESC under this Agreement, the Geauga County ESC shall reimburse to the Board the difference between the actual cost and the amount already paid by the Board to the Geauga County ESC by providing the Board with a credit in that amount towards the cost of services to be provided by the Geauga County ESC to the Board during the following school year. In the event the Board will not receive services from the Geauga County ESC during the following school year or the cost of the services the Board will receive from the Geauga County ESC is less

than the amount owed to the Board by the Geauga County ESC, the Geauga County ESC shall pay the difference directly to the Board.

v. Throughout the term of this Agreement, the Board may find it necessary to request additional services from the Geauga County ESC. The Geauga County ESC may bill the Board for these additional services either directly or by having the amounts deducted from the Board's state foundation payments through the Board executing a revised version of Exhibit A incorporating the costs of the additional services and filing the same with the Ohio Department of Education.

4. MANAGEMENT BOARD

A. The Management Board includes (1) the Superintendent and Treasurer of each Geauga County school district participating in cooperative services under this Agreement; (2) the Superintendent and Treasurer of any non-Geauga County school district that is both aligned with the Geauga County ESC under R.C. 3313.843(D) **and** participating in cooperative services under this Agreement; and (3) the Superintendent and Treasurer of the Geauga County ESC.

B. Any member of the Management Board may invite additional school personnel to a meeting of the Management Board as the Management Board member deems appropriate.

C. The Management Board will meet at least annually to evaluate the Agreement and Menu of Services, discuss recommended revisions to the Agreement and Menu of Services, evaluate the Geauga County ESC's delivery of services under the Agreement, discuss the placement of students in cooperative programs operated by the Geauga County ESC, discuss the location of cooperative programs, identify training needs for all personnel delivering services in cooperative programs operated by the Geauga County ESC, evaluate the effectiveness of each classroom unit and to develop improvement plans, identify strategies aimed at cost effective and efficient delivery of services, recommend the addition of classroom units or the reorganization of existing units, review the capacity of existing programs and anticipate the need for student placements or additional programs, review the availability and efficacy of utilizing participating district administrators to supervise cooperative programs, discuss the utilization of district-employed related service providers in Cooperative Programs, and discuss any other issues regarding the Geauga County ESC's provision of services under this Agreement. The Menu of Services is attached hereto as Exhibit C. Any member of the Management Board, as set forth in Section 4(A), may call additional meetings of the Management Board if deemed necessary.

D. Significant revisions to the programs and services offered by the Geauga County ESC under this Agreement will be implemented pursuant only to a majority vote

of each entity set forth in Section 4(A) of this Agreement (i.e., each Geauga County school district participating in cooperative services under this Agreement, any non-Geauga County school district that is both aligned with the Geauga County ESC under R.C. 3313.843(D) **and** participating in cooperative services under this Agreement, and the Geauga County ESC). Each entity described in Section 4(A) of this Agreement shall be entitled to one (1) vote. The Superintendent or Treasurer of an entity described in Section 4(A) of this Agreement may appoint a designee to vote on their district's behalf if neither the Superintendent nor Treasurer are able to attend a Management Board meeting where a vote under this Section is taking place. The Superintendent of the Geauga County ESC shall be solely responsible for determining what constitutes a "significant revision" to the programs and services offered by the Geauga County ESC for the purposes of this section.

E. The Geauga County ESC will ensure that minutes are recorded at all Management Board meetings. The Geauga County ESC will provide the minutes of every Management Board meeting to all members of the Management Board within a reasonable time following the meeting.

5. EVALUATIONS

All personnel serving individual classroom units will be directly supervised by the responsible Geauga County ESC supervisor in conjunction with the district level administrators or as otherwise agreed by the Management Board. Evaluations will be completed as guided by the negotiated agreement and policies of the Geauga County ESC. All persons employed by the Geauga County ESC to serve more than one classroom will be evaluated as directed by the Geauga County ESC's Superintendent. All teacher evaluations will be completed in compliance with applicable law. The Geauga County ESC is not responsible for evaluating any Board personnel providing services in Geauga County ESC operated programs. The Board is also solely responsible for evaluating personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E). Moreover, the Board shall be solely responsible for any consequences (e.g., costs associated with the renewal of employment contracts due to failure to evaluate) relating to the Board's failure to evaluate personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E).

6. LICENSURE/CERTIFICATION

The Geauga County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Geauga County ESC for inspection, upon request, by the Board.

7. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Geauga County ESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied in its hiring and employment of all personnel providing services under this Agreement.

8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

a. The Board and Geauga County ESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the Board and Geauga County ESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose, or communicate any Confidential Information to any other person, firm, corporation, or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.

b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

9. UNEMPLOYMENT

The Board agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

10. ADMINISTRATIVE FEE

The Geauga County ESC shall assess an administrative fee calculated at five (5) percent of the cost of all programs, services, and personnel purchased by the Board as set forth in Section 1 of this Agreement.

11. TERMINATION

The Board agrees to provide written notice of its desire to withdraw from participation in any one or more of the programs and/or services contracted for in this Agreement to the Geauga County ESC no later than February 1, 2018.

12. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Geauga County ESC:	If to the District:
Geauga County Educational Service Center	[ENTITY]
c/o Treasurer and Superintendent	c/o [NAME], [POSITION]
470 Center Street, Building 2	[ADDRESS]
Chardon, Ohio 44024	[CITY, STATE, ZIP]

13. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Geauga County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

14. FORCE MAJEURE

Neither the Board nor Geauga County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

16. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto. Any such amendment to this Agreement shall be accomplished by the parties completion and execution of the addendum template attached hereto as Exhibit B. This Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the Board and/or Geauga County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the Board and Geauga County ESC.

17. BENFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party unless otherwise required by R.C. 3311.053.

18. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

19. INSURANCE/RESPONSIBILITY

a. Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law, except for personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E), for whom the Board shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of these employees. Each party shall maintain, at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against the Board and/or Geauga County ESC as a result of the Geauga County ESC's provision of services under this Agreement, the Board and Geauga County ESC shall each be responsible for its own attorney fees and costs associated with such litigation. However, the Board shall be responsible for all due process hearing costs, including, but not limited to, hearing officer, court reporter, and attorney fees for any due process that is brought by a District student (or the student's parent/guardian) enrolled in a Cooperative Program set forth in this Agreement.

b. Any and all persons employed to perform work by the Geauga County ESC, including but not limited to the supervisors, program staff, and/or other staff hired by the Geauga County ESC and assigned work in the District are employed solely by and are the employees of the Geauga County ESC only and, when working in this capacity, are not employed by or employees of the Board. Moreover, work performed by any employee of the Geauga County ESC is not considered to be performed on behalf of the Board for the purpose of determining eligibility for coverage under the Board's group health plan. As the employer, the Geauga County ESC is responsible for offering Geauga County ESC employees coverage under a group health plan that is affordable and provides minimum value, if required under the Patient Protection and Affordable Care Act.

20. MEDICAID SCHOOL PROGRAM

All approved related services contracted through the Geauga County ESC will participate in Ohio's Medicaid School Program whenever possible. With regard to any therapy services provided by the Geauga County ESC pursuant to this Agreement, the Geauga County ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

21. CANCELLATION OF RELATED SERVICE OR PROGRAM

The Geauga County ESC reserves the right to cancel any one or all of the services and programs listed in Section 1 of this Agreement if an insufficient number of districts elect to participate in a particular program or related services, or if the Geauga County ESC incurs a discontinuation or reduction of funds. Notice of such cancellation will be provided to the Board by the Geauga County ESC.

22. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

23. BINDING EFFECT

This Agreement shall not be binding until adopted by the Board and Geauga County ESC in public session and executed by the parties.

IN WITNESS THEREOF, the parties hereto have set their hands.

[DISTRICT] SCHOOL DISTRICT
BOARD OF EDUCATION

By _____ _____
President (In his/her official capacity only) Date

And by _____ _____
Superintendent (In his/her official capacity only) Date

And by _____ _____
Treasurer (In his/her official capacity only) Date

* This Agreement has no legal effect absent Board action

GEAUGA COUNTY EDUCATIONAL SERVICE CENTER

GOVERNING BOARD

By _____ _____
President (In his/her official capacity only) Date

And by _____ _____
Superintendent (In his/her official capacity only) Date

And by _____ _____
Treasurer (In his/her official capacity only) Date

* This Agreement has no legal effect absent Governing Board action

Attachments: Board Resolution No. _____ (District)
Board Resolution No. _____ (Geauga County ESC)

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

_____ _____
Treasurer Superintendent
(In his/her official capacity only) (In his/her official capacity only)

_____ _____
Date Date

_____
Board President
(In his/her official capacity only)

_____

Date

R.C. 3313.843 and R.C. 3313.845 VERIFICATION

I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education via Regular U.S Mail on _____.

_____
Superintendent (or designee), Geauga County ESC

1230 - RESPONSIBILITIES OF THE SUPERINTENDENT

The Superintendent of Schools shall strive to achieve Center goals for students by providing educational direction and supervision to the professional staff and supervision to the classified staff and by acting as a proper model for staff and students both in the school and outside the Center.

The Superintendent shall be directly responsible to the Governing Board for the performance of the following duties and responsibilities:

A. keep the Board informed of school operation by preparing monthly Board agendas, providing oral and written communication, scheduling management team committee meetings, and requesting special Board meetings that become necessary to keep the Board properly informed

B. ensure that all aspects of Center operation comply with State laws and regulations as well as Board contracts and policies

C. establish and maintain a written educational plan for the schools of the Center consistent with the educational goals adopted by the Board

D. ensure proper implementation of the current Center-wide instructional plan as it applies to each building

E. strive to increase the efficient use of Center resources in the daily operations of the schools

F. assign staff to achieve the maximum benefit toward the attainment of educational goals

G. evaluate the progress of the professional and classified staff toward the attainment of educational goals

H. analyze the results of instructional program development as it applies to the Board's educational goals

I. recommend changes in instructional or staffing patterns based on an analysis of staff and program progress

J. work cooperatively with parents and community groups concerned with programs in the schools

K. develop personal capabilities in personnel strategies and facility management

L. work cooperatively with the Board and administrative staff

M. strive toward the highest standards of personal conduct

N. serve as an officer, agent, employee, or representative for the iSTEM Geauga Early College High School and any other entity or agency that the Board serves as the fiscal agent for

O. perform such other duties as the Board may direct

1320 - DUTIES OF THE TREASURER

The Governing Board believes that the Treasurer of the Educational Service Center has responsibilities, in addition to those required by law, that can help the Center achieve its goals, by providing leadership and supervision in the program of fiscal management.

The Treasurer shall be directly responsible to the Board for the performance of the following duties and responsibilities:

A. call special meetings of the Board (R.C. 3313.16)

B. sign all checks of the Board (R.C. 3313.51)

C. record the proceedings of each meeting of the Board (R.C. 3313.26)

D. notify the Board of Elections of all changes in boundaries of the Educational Service Center (R.C. 3313.261)

E. deduct from the wages and salaries of teachers amounts authorized by the teacher and Board (R.C. 3313.262)

F. produce all money, bonds, and securities in his/her hands at the expiration of his/her term (R.C. 3313.27)

G. deliver all books and papers in his/her hands to his/her successor at the expiration of his/her term (R.C. 3313.28)

H. keep an account of all Center funds and maintain all records pertaining thereto in the manner described by law (R.C. 3313.29)

I. render a statement of accounts to the Board and Superintendent in the form prescribed by law and at the times required by law and by the Board (R.C. 3313.29)

J. direct and assign employees who are engaged in the day-to-day fiscal operations of the Center, as designated by the Board

K. execute all conveyances of the Board (R.C. 3313.33)

L. meet the qualifications specified for the position by law (A.C. 3301-5-01)

In addition, the Treasurer shall:

A. establish and maintain long-range fiscal and building plans and prepare the annual budget based on Center resources and needs;

B. ensure that all Center fiscal activities comply with the laws and regulations of the State, the negotiated agreements and policies of the Board, and the rules of the Superintendent;

C. provide for efficient management of the Center fiscal systems of purchasing and supply management;

D. ensure that proper personnel are employed and positions levels adequately maintained in the areas of his/her responsibility;

E. implement an evaluation system for his/her staff;

F. increase the capability of his/her staff through supervision and in-service training;

G. analyze the effectiveness of those Center programs in his/her areas of responsibility and recommend changes in program, staffing, or management strategies as necessary;

H. ensure efficient use of resources toward the achievement of Center goals;

I. work cooperatively with the Superintendent and staff toward the achievement of Center objectives;

J. help interpret the budget and the Center affairs under his/her supervision to interested members of the community;

K. improve personal capabilities in financial strategies and supervisory methods.

L. serve as an officer, agent, employee, or representative for the iSTEM Geauga Early College High School and any other entity or agency that the Board serves as the fiscal agent for

M. perform such other duties as the Board may direct

The Treasurer shall be directly responsible to the Board for the performance of his/her assigned duties and responsibilities.

Observation of his/her performance and preparation of performance reports shall be the responsibility of the Board.

R.C. 3301.074

8740 - BONDING

The Governing Board recognizes that prudent trusteeship of the resources of this Center dictate that employees responsible for the safekeeping of Center monies be bonded.

The Center shall be indemnified against loss of money by bonding of employees holding the positions and in the amounts determined by the Board.

All other employees handling money shall be covered under a blanket bond to an amount determined by the Board.

The Superintendent shall be covered under a blanket bond that applies to both the Center and any entity in which the Superintendent serves as an officer, agent, employee, or representative as part of Superintendent's official duties and responsibilities as an employee of the Governing Board.

The Treasurer shall be covered under a bond that applies to both the Center and any entity in which the Treasurer serves as an officer, agent, employee, or representative as part of Treasurer's official duties and responsibilities as an employee of the Governing Board.

The Board shall bear the cost of bonding each employee required to be bonded by this policy.

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

All Children Included in Educational

GEAUGA achieve

and Vocational Experiences

Join us for the Annual

GEAUGA ACHIEVE FUNDRAISER

Saturday, March 11, 2017

From 6:00 p.m. to 10:00 p.m.

at

Sun Valley Banquet & Party Center

10000 Edwards Lane, Chagrin Falls, Ohio

Event Tickets: $60.00 per couple/pair

Reserved Table for 8-$240.00 Reserved Table for 10-$300.00

Includes dinner, cash bar, basket raffle tickets, & entry into the reverse main board raffle.

Proudly presented by the Geauga Achieve PTO, this fun-for-everyone event includes Silent Auctions, Balloon Pops, Basket Raffles, Side Boards, Sports Jersey Auctions, Liquor Table Raffle, $1,000 Reverse Main Board Raffle Grand Prize, and more! (Winners do not need to be present for raffles.)

Special Advance Raffle Ticket Sale for 4 Premium Floor Seats for Cleveland Cavaliers vs. Utah Jazz Game on March 16, 2017 at Quicken Loans Arena!

Tickets may be purchased by contacting 440-279-7100, or by emailing jennifer.cooper@geaugaesc.org

All proceeds benefit students in the Geauga Achieve Program, which empowers young individuals with disabilities through a supportive and integrated educational environment designed to ensure each student thrives to their best ability.

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