

**OFFICIAL MINUTES**  
**of the**  
**MONTGOMERY COUNTY GOVERNING BOARD OF EDUCATION**  
Thursday April 21, 2022

The Governing Board of Education of Montgomery County, State of Ohio, met in regular session on Thursday, April 21, 2022, at 4:30 p.m. The meeting was called to order by President Daryl Michael. The Pledge of Allegiance was given.

**Roll Call**

Present: Mr. Michael, Mr. Shell, Mr. Smith, Mr. Roberts, Mrs. Weaver

Others Present: Mrs. Cox, Mr. Fox, Mr. Clifford, Mrs. Stout, Mrs. Davies, Mr. Coutts, Mrs. Anyanwu, Mrs. Gunnell, Mrs. Sears, Ms. Hargreaves, Mrs. VanHoose

**Approval of Minutes**

**#58-22**

Motion made by Mr. Shell and seconded by Mr. Roberts to approve the minutes of the regular work session meeting on April 14, 2022

**Roll Call**

Yeas – Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

**Adoption of Board Agenda**

**#59-22**

Motion made by Mr. Roberts and seconded by Mr. Michael to adopt the agenda for April 21, 2022, regular meeting.

**Roll Call**

Yeas – Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

**Communications**

- ☐ Retirement Celebration: May 12, 2022; 3:30 pm at Learning Center North
- ☐ MD Celebration: May 12, 2022; 7:00 pm at Learning Center North
- ☐ ED Celebration: May 16, 2022; 10:00 am at Learning Center North
- ☐ EANS Funding - Round 2

**Superintendent's Reports**

- COVID-19 Update
- Regional Center Facility Update
- Superintendent Searches

Personnel Actions

**#60-22**

Motion made by Mrs. Weaver and seconded by Mr. Roberts that the resignations and retirements found in Exhibit 2 be approved.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

**#61-22**

Motion made by Mr. Smith and seconded by Mrs. Weaver that the new employment, contract amendments, resolution for additional days, contract renewals, and supplemental contracts in Exhibit 2 be approved.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

**#62-22**

Motion made by Mr. Shell and seconded by Mr. Smith that the unpaid leave in Exhibit 2 be approved.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval of Board Policy(s)

**#63-22**

Motion made by Mr. Roberts and seconded by Mr. Michael that the following board policy(s) be approved:

- 1439- Holidays
- 1616- Staff Dress and Grooming
- 1617- Weapons
- 2370.01- Blended Learning
- 3216- Staff Dress and Grooming
- 3217- Weapons
- 3410- Rescind
- 3434- Rescind

Approval of Board Policy(s)(continued)

**#63-22**

- 3439 Holidays (updating and replacing 3410 + 3434)
- 4216- Staff Dress and Grooming
- 4217- Weapons
- 4439- Holidays (Renumbered)
- 5511- Dress and Grooming
- 5630.01- Positive Behavior Intervention and Supports and Limited use of Restraint and Seclusion
- 5772- Weapons
- 6100- Grant Funds
- 6114- Cost Principles-Spending Federal Funds
- 6325- Procurement - Federal Grants/Funds
- 6423- Use of Credit Cards - Rescind
- 6424- Procurement Cards
- 7217- Weapons
- 8500- Food Services

RollCall

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval of 2022-2023 Early Childhood Calendar and Remote Learning Calendar

**#64-22**

Motion made by Mr. Shell and seconded by Mr. Michael that the following calendars be approved as presented in exhibit 3 and 4:

RESOLVED, that the 2022-2023 Early Childhood Calendar be approved;

RESOLVED, that the 2022-2023 Remote Learning Calendar be approved.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval of Performance/Consultant Contracts

**#65-22**

Motion made by Mr. Shell and seconded by Mr. Roberts that the following performance/consultant contract(s) be approved for the services, rates and effective dates listed on the contract:

**Office of Superintendent**

Contractual agreement between Montgomery County Educational Service Center and InnovateK12 to support the engagement and collaboration needs of the Montgomery County ESC in the amount of \$6,000.00 from General Fund.

Approval of Performance/Consultant Contracts(continued)  
**#65-22**

**Office of Superintendent (continued)**

Contractual agreement between the Montgomery County Educational Service Center and Learning Forward for ESC Networked Improvement Community Training and Facilitation in the amount of \$60,000.00 from RemotEDx Professional Development Grant.

Contractual agreement between the Montgomery County Educational Service Center and Association of Educational Service Agencies (AESA) for Business Strategy Framework Training and Facilitation in the amount of \$250,000.00 from RemotEDx Professional Development Grant.

**Office of Assistant Superintendent**

Contractual agreement between Montgomery County Educational Service Center and Kurt Russell as a speaker for Equity Fellows end of year celebration on May 10, 2022; in the amount of \$500.00 from Equity Fellows General.

Contractual agreement between Montgomery County Educational Service Center and Angela Shelton to create and revise Equity Fellows Curriculum by August 15, 2022 in the amount of \$50.00/hour; not to exceed \$5,000.00 from Equity Fellows General.

Contractual agreement between Montgomery County Educational Service Center and Eric Krissick to co-create and revise Equity Fellows Curriculum by August 15, 2022 in the amount of \$50.00/hour; not to exceed \$2,500.00 from Equity Fellows General.

Contractual agreement between Montgomery County Educational Service Center and Ashley Wheeler as co-speaker for one MCELI session through June 1, 2022 in the amount of \$250.00 from Equity Fellows General.

Contractual agreement between Montgomery County Educational Service Center and Corinne Brion to conduct educational research for MCELI through June 1, 2022 in the amount of; not to exceed \$3,500.00 from Equity Fellows General.

**Office of Social Emotional Learning**

Contractual agreement between the Montgomery County Educational Service Center and Safe and Sound: A Sandy Hook Initiative, Inc. to provide Professional Development Services Training on Identifying & Preventing Self-Injury and Suicide by June 30, 2022 in the amount of; not to exceed \$6,000.00 from the Montgomery County ADAMHS Mental Health, Threat Assessment & Crisis Grant.

Approval of Performance/Consultant Contracts(continued)  
**#65-22**

**Office of Social Emotional Learning(continued)**

Contractual agreement between the Montgomery County Educational Service Center and LivingWorks ASIST to provide Professional Development Services Training on Suicide Prevention by June 30, 2022, in the amount of; not to exceed \$6,000.00 from the Montgomery County ADAMHS Mental Health, Threat Assessment & Crisis Grant.

**Office of Instructional Services**

Contractual Agreement between Montgomery County Educational Service Center and the Orton-Gillingham Academy to provide three separate 4-day training sessions on/by September 30, 2022, in the amount of; not to exceed \$27,239.10 from the General Fund.

Contractual Agreement between Montgomery County Educational Service Center and Wilson Language Training to provide training for Foundations in Tier 1, Grades K-2 and Wilson Reading System in Tier 3, Grades 2-12 on/by June 30, 2022, in the amount of; not to exceed \$46,500.00 from the General Fund.

**Office of STEM Center**

Contractual agreement between the Montgomery County Educational Service Center and Educators listed to fulfill the requirements of the STEM SUMMERsion professional development on/by June 30, 2022, in the amount of; not to exceed \$100.00 from DSEC Option Year 2 grant.

Esther	Anderson	Joe	Hampton
Tabitha	Arnold	Dori	Harrison
Cathy	Bulach	Phylcia	Hurd
Jennifer	Cain	Linda	Karacia
Mindy	Campbell	Gregory	Koth
Janie	Dale	Nicholas	Kreischer
Cynthia	Dickman	Debbie	Madison
Joseph	Duncan	Kayla	Morrison
Sydney	Fay	Jaclyn	Nicodemus
Corrinne	Fisher	Justin	Richardson
Erin	Fout	Kathleen	Shannon
Shampa	Ganguli	Steve	Stamper
Holly	George	Wendy	Telatko
Ronda	George	Jill	Williams
Amanda	Grear	Pete	Ziehler

Approval of Performance/Consultant Contracts(continued)  
**#65-22**

**Office of STEM Center(continued)**

Contractual agreement between the Montgomery County Educational Service Center and Kevin Fleming, Telos Educational Services to serve as virtual keynote speaker at The STEM Leaders' Summit on June 9, 2022, in the amount of; not to exceed \$6,200.00 from the DSEC Option Year 2 grant.

**District/County**

Contractual agreement between the Montgomery County Educational Service Center and Dream Builders University, INC. to provide consultant services to Trotwood Madison City Schools for the 2021 – 2022 school year in the amount of; not to exceed \$25,000.00 from District/County.

Contractual agreement between the Montgomery County Educational Service Center and Miami Township Police Department to provide SRO services to Miamisburg City Schools for the 2021 – 2022 school year in the amount of; not to exceed \$75,195.35 from District/County.

Contractual agreement between the Montgomery County Educational Service Center and The Impact Group to provide PR services to Miamisburg City Schools for the 2021 – 2022, and 2022 - 2023 school years in the amount of; not to exceed \$60,000.00 from District/County.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Acceptance of Financial Statement

**#66-22**

Motion made by Mr. Shell and seconded by Mr. Smith to accept the Financial Statement as presented in Exhibit 5.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval of EANS Contract(s)  
**#67-22**

Motion made by Mr. Shell and seconded by Mr. Michael for approval of the following:

RESOLVED, that the following EANS Contract(s) be approved for the dates, service, and fees as listed on the contract(s):

- University of Dayton – Our Lady of the Rosary
- University of Dayton - Mother Brunner Catholic School
- Catapult Learning - Chaminade Julianne High School

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval of contract agreements with K-12 Consulting  
**#68-22**

Motion by Mr. Smith and seconded by Mr. Roberts to approve the following contracts:

RESOLVED, that the Montgomery County Governing Board of Education approve the contract with K-12 Business Consulting, Inc. to provide services to the Huber Heights City Schools Board of Education in searching and securing a Superintendent per contract;

RESOLVED, that the Montgomery County Governing Board of Education approve the contract with K-12 Business Consulting, Inc. to provide services to the Kettering City Schools Board of Education in searching and securing a Superintendent per contract.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval of School Contract(s)

**#69-22**

Motion made by Mr. Roberts and seconded by Mr. Michael for approval of the following:

RESOLVED, that the following School Contract(s) be approved for the dates, service, and fees as listed on the contracts.

- Board of Education of Bishop Leibold School
- Board of Education of Butler County ESC
- Board of Education of Coldwater Exempted Village Schools
- Board of Education of Dayton Leadership Academies
- Board of Education of Horizon Science Academy Dayton Downtown
- Board of Education of Horizon Science Academy Dayton Elementary
- Board of Education of Imagine Klepinger Schools
- Board of Education of Marion Local Schools
- Board of Education of Miami County ESC
- Board of Education of Parkway Local Schools
- Board of Education of Richard Allen Schools
- Board of Education of Springboro Community City Schools
- Board of Education of St. Henry Consolidated Local Schools
- Board of Education of Tri-County North Local Schools
- Board of Education of Twin Valley Community Local Schools
- Board of Education of Wapakoneta City Schools

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver  
Nays – None

**Motion carried**

Approval of Out of State Travel for the Superintendent

**#70-22**

Motion made by Mr. Shell and seconded by Mr. Roberts for approval of the following:

RESOLVED, that the following Out of State meeting be approved:

- June 6-9, 2022; New Orleans, LA, Horizons Conference  
Pathways to Prosperity / JFF

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver  
Nays – None

**Motion carried**

Approval of General Service Contract

**#71-22**

Motion made by Mr. Smith and seconded by Mr. Roberts for approval of the following:

RESOLVED, that the Montgomery County Governing Board of Education approve the General Service Contract for the fiscal year 2023 with META Solutions.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval of Account Code

**#72-22**

Motion made by Mr. Shell and seconded by Mr. Michael for approval of the following:

RESOLVED, that the Montgomery County Governing Board of Education approve the creation of a district agency fund (Fund 022) in order to properly account for the financial oversight of the Shared Resource Center and to perform all duties prescribed to a fiscal agent of a Regional Council of Governments under Ohio Revised Code Chapter 167.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval contract Amendment for Panorama

**#73-22**

Motion made by Mr. Roberts and seconded by Mrs. Weaver to approve the following:

RESOLVED, that the contract between the Montgomery County ESC and Panorama add the Montgomery County ESC Student Programs to use Panorama Student Social Emotional Learning and Intervention Tracking Platform products at no cost.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval Physician(s) to Conduct Bus/Van Driver Physicals  
**#74-22**

Motion made by Mr. Roberts and seconded by Mr. Shell to approve the following:

RESOLVED, that Montgomery County governing Board of Education approve Physicians listed below to provide physicals for Bus Drivers and Van Drivers effective May 1, 2022 to April 30, 2023 in the amount of; not to exceed \$55.00 per physical from the General Fund. If the cost exceeds the \$55.00 amount, it will have to be paid by the district or the employee.

Dr. Dennis Bingham, MD  
Primary Care of New Lebanon  
550 W. Main St.  
New Lebanon, OH 45345

Danielle Little, Nurse Practitioner  
Farmersville Medical Center  
49 East Center St.  
Farmersville, OH 45325

Dr. Jeffery Studebaker, MD  
Studebaker Family Practice  
98 Mosier Parkway  
Brookville, OH 45309

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval of Subaward Agreement with Wright State University  
**#75-22**

Motion made by Mr. Roberts and seconded by Mrs. Weaver to approve the following:

RESOLVED, that the Montgomery County Governing Board of Education approve the subaward contract for the I Educate Montgomery County Grant in the amount of \$5,000.00 to offer incentives that support high school students participating in educator workforce pathways.

Roll Call

Yeas –Mr. Michael, Mr. Smith, Mr. Roberts Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Approval of Agreement with Whittle Consulting and Walter Whittle  
**#76-22**

Motion made by Mr. Shell and seconded by Mr. Smith to approve the following as presented in exhibit 6:

RESOLVED, that the Montgomery County Governing Board of Education approve the sale and purchase of assets agreement with Whittle Consulting Group and Walter Whittle and the Governing Board of Montgomery County Educational Service Center as found in Exhibit 6.

Adjournment  
**#77-22**

Motion made by Mrs. Weaver and seconded by Mr. Roberts that the meeting be adjourned.

Roll Call

Yeas – Mr. Michael, Mr. Smith, Mr. Shell, Mrs. Weaver

Nays – None

**Motion carried**

Meeting adjourned 5:10 p.m.

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Treasurer

## Exhibit 2

*Employment - all subject to proper certification and experience, where required, and contingent upon negative fingerprinting results:*

### **a. Accept Resignation(s)/Retirement(s):**

Rusty Clifford, Director of Administration & Operations, effective July 31, 2022  
Katherine Connair, Quality & Training Specialist, effective March 31, 2022  
[Desirae Danzy, Speech Therapist, effective end of contract](#)  
[Grace Dodge, Educational Assistant, effective April 17, 2022](#)  
Brice Fornshell, Educational Assistant, effective March 18, 2022  
[Gabryelle Grieshop, Substitute Educational Assistant, effective April 14, 2022](#)  
Sandra Jacomet, Psychologist, effective end of contract  
Todd Lampley, Technology Support Specialist, effective April 1, 2022  
Ashley Lockemer, Psychologist, effective July 31, 2022  
[Jessica McKelvey, Educational Assistant, effective April 29, 2022](#)  
Lindsay Nau, Speech Therapist, effective end of contract  
Kristen Otte, Teacher, effective end of contract  
Taniesha Pressley, Educational Assistants, effective March 18, 2022  
David Profitt, Psychologist, effective end of contract  
Barbara Savino, Special Education Supervisor, effective May 1, 2022  
Kristina Scott, CEO Learn to Earn, effective March 17, 2022  
Sharon Snyder, Substitute Educational Assistant, effective April 5, 2022  
Mary Lou Shafer, SST Consultant, effective end of contract  
Carla Wade, Educational Assistant, effective March 9, 2022  
Austin Womack, Educational Assistant, effective end of contract

### **b. Approval of New Employment:**

#### **Approval of Administrative Staff, One Year Contract:**

Beth Deutscher, Senior Project Manager, \$40.00 per hour, effective April 4, 2022, As Needed  
Kelsi Fannin, Literacy Coordinator, Salary Schedule 615-B-1, effective August 2, 2022  
[Brittnee Hoover, Parent Educator, Salary Schedule 1013, \\$12,500.00, effective May 2, 2022](#)  
[Kara Jankowski, ELL Supervisor, Salary Schedule 610-1, effective August 2, 2022](#)  
Madeline Gronotte, Psychologist, Salary Schedule 625-1, effective August 2, 2022  
Kelsey Stockdale, Speech Therapist, Salary Schedule 630-B-8, effective August 2, 2022  
[Tiarra Williams, Parent Educator, Salary Schedule 1013, \\$11,225.00, effective May 2, 2022](#)

#### **Approval of Licensed Staff, One Year Contract:**

Beth Allaire, Tutor, \$30.00 per hour, effective March 1, 2022, As Needed  
[Samantha Gelle, Teacher, Salary Schedule 715-C-2, effective July 1, 2022](#)  
Rebecca Kondritz, Tutor, \$30.00 per hour, effective March 1, 2022, As Needed  
Makynzie Lowery, Teacher, Salary Schedule 715-B-1, effective July 1, 2022  
Kimberly Patti, Tutor, \$30.00 per hour, effective February 7, 2022, As Needed  
Elise Salzl, Tutor, \$30.00 per hour, effective March 1, 2022, As Needed  
Ashleigh Stout, ESL Tutor, \$43,500.00, effective July 1, 2022  
Selena Woyak, Teacher, Salary Schedule 715-A-1, effective July 1, 2022

## Exhibit 2 (Continued)

### Approval of Classified Staff, One Year Contract:

Kassidy Boyd, Educational Assistant, Salary Schedule 835-2, effective April 15, 2022  
Caleb Brumley, Educational Assistant, Salary Schedule 835-2, effective July 1, 2022  
Frank Burneka, Substitute Custodian, Salary Schedule 850-9, effective March 21, 2022,  
\$20.52 per hour, As Needed  
Frank Burneka, Substitute Custodian, Salary Schedule 850-9, effective July 1, 2022,  
\$20.52 per hour, As Needed  
Kristina White, Tutor, \$18.18 per hour, effective October 4, 2021, As Needed  
Pamela White, Educational Assistant, Salary Schedule 835-1, effective July 1, 2022

### Approval of Classified Substitutes:

David Akbar	D'Wana Nelson
Zachary Avila	Elizabeth Repinski
Johnniqua Carter	Tyler Tiggs
Robert Coleman	Nikla Trammell
Babacar Fall	Nicholas Watkins
Brice Fornshell	Pamela White
Rease Howard	

### Approval of Certified Substitutes:

Robert Coleman  
Babacar Fall  
LaCherry Hubbard  
Andre Pogue  
Nicholas Watkins

### c. Approval of Contract Amendment(s):

Rebecca Brinkman Clayman, SST Consultant, Salary Schedule 616-B-11, 197 days, effective April 1, 2022  
Norma Greenberg, Gifted Supervisor, Salary Schedule 610-2, 200 days, effective August 1, 2022  
Christopher James, Senior Program Manager, Salary Schedule 1015, \$25,442.00, effective March 28, 2022  
Mary Jane Karns, SST Consultant, Salary Schedule 616-B-3, 60 days, effective April 1, 2022  
John McKinney, Educational Assistant, Salary Schedule 835-6, effective January 3, 2022  
D'wana Nelson, Educational Assistant, Salary Schedule 835-1, effective July 1, 2022  
Laura Sheets, SST Consultant, Salary Schedule 616-A-3, 195 days, effective April 1, 2022  
Elizabeth Wolf-Eberly, Personalized Learning Specialist, Salary Schedule 610-12, effective August 1, 2022

### d. Approval of Resolution for Additional Days:

Resolution to amend the Limited Contract of Ashleigh Stout to work up to fourteen (14) days in July, 2022 at the per diem rate of the 2022-2023 contract and to be entitled to receive group health insurance benefits available to employees as stated in the adopted Governing Board Policy.

## **Exhibit 2 (Continued)**

### **e. Approval of Contract Renewal(s):**

#### **Approval of Administrative Staff, One Year Contract, effective August 1, 2022 – July 31, 2023:**

Megan Bennett, Speech Therapist, Salary Schedule 630-B-2

Carolyn Breed, Occupational Therapist Assistant, Salary Schedule 825-B-9, \$261.51 per day, As Needed

Elizabeth Genslinger, Curriculum Support, Salary Schedule 630-C-5, \$343.88 per day, As Needed

Shirley Northcutt-Lewis, Speech Therapist, Salary Schedule 630-A-11, \$384.78 per day, As Needed

Kylie Shetler, Occupational Therapist, Assistant, Salary Schedule 825-A-10, \$267.34 per day, As Needed

Brandi Steagall, Regional Field Coordinator, Salary Schedule 770

#### **Approval of Administrative Staff, Two Year Contract, effective August 1, 2022 – July 31, 2024:**

Mary Bruner, Speech Therapist, Salary Schedule 630-B-7

Veronica Cope, Occupational Therapist, Salary Schedule 703-C-8

Mandy Craig, Psychologist Assistant, Salary Schedule 730-D-7

Ashley Cushman, Occupational Therapist, Salary Schedule 703-D-5

Maria Dickens, Occupational Therapist, Salary Schedule 703-C-6

Casey Dorow, Gifted Intervention Specialist, Salary Schedule 630-B-5

Stephanie Ferra, Psychologist Assistant, Salary Schedule 730-C-11

Carly Hube, Psychologist, Salary Schedule 625-3

Allison Innis, Speech Therapist, Salary Schedule 630-B-2

Elizabeth Kunkel, Occupational Therapist, Salary Schedule 703-D-4

Emily Larson, Speech Therapist, Salary Schedule 630-B-2

Amber Maynard, Teacher of the Visually Impaired, Salary Schedule 630-B-2

Nicole Meiners, Physical Therapist, Salary Schedule 701-D-11

Jasmine Pruitt, Psychologist, Salary Schedule 625-6

Hannah Reckman, Speech Therapist, Salary Schedule 630-B-3

Tracey Reinoehl, Physical Therapist, Salary Schedule 701-C-15, \$516.01 per day, As Needed

Elizabeth Short, Psychologist, Salary Schedule 625-4

Christine Skujins, Occupational Therapist, Salary Schedule 703-C-10

Amy Smith, Occupational Therapist, Salary Schedule 703-C-11

Morgan Stefanoff, Physical Therapist, Salary Schedule 701-D-5

Jayne Walton, Speech Therapist, Salary Schedule 630-B-15

Abigayle Wilbanks, Speech Therapist, Salary Schedules 630-B-4

#### **Approval of Administrative Staff, Three Year Contract, effective August 1, 2022 – July 31, 2025:**

Whitney Brandhorst, Audiologist, Salary Schedule 630-C-10

Denise Campbell, Occupational Therapist, Salary Schedule 703-C-12

Travis Cooper, Hearing Intervention Specialist, Salary Schedule 630-B-16

## **Exhibit 2 (Continued)**

### **Approval of Administrative Staff, Three Year Contract, effective August 1, 2022 – July 31, 2025 (Continued):**

Kelly Coppess, Occupational Therapist, Salary Schedule 703-C-9  
Emily Cuprys, Speech Therapist, Salary Schedule 630-B-5  
Linda Daniels, Physical Therapist, Salary Schedule 701-C-18  
Jennifer Dietz, Occupational Therapist, Salary Schedule 703-B-14  
Michelle Gardner, Physical Therapist, Salary Schedule 701-C-19  
Adrian Garnett, Occupational Therapist, Salary Schedule 703-D-5  
Hallie Greenfield, Orientation Mobility Specialist, Salary Schedule 630-C-16  
Carla Hammond, Physical Therapist, Salary Schedule 701-C-18  
Marietta Harris, Psychologist, Salary Schedule 625-13  
Cara Hayes, Occupational Therapist, Salary Schedule 703-C-12  
Sharon Jancha, Orientation Mobility Specialist, Salary Schedule 630-B-11  
Jennifer Kemmer, Occupational Therapist, Salary Schedule 703-C-11  
Denise Kovacs, Psychologist, Salary Schedule 625-8  
Michelle Kyle, Physical Therapist, Salary Schedule 701-C-16  
Cheryl Lavilla, Occupational Therapist, Salary Schedule 703-B-17  
Rhonda Lavin, Speech Therapist, Salary Schedule 630-B-16  
Melinda Miller, Orientation Mobility Specialist, Salary Schedule 630-B-6  
Cari Minnich, Physical Therapist, Salary Schedule 701-D-10  
Kelly Moberly, Occupational Therapist, Salary Schedule 703-A-14  
Abby Naska, Orientation Mobility Specialist, Salary Schedule 630-A-9  
Katherine Nelson, Orientation Mobility Specialist, Salary Schedule 630-B-5  
Erin Newsome, Occupational Therapist, Salary Schedule 703-C-10  
Connie Nichols, Psychologist, Salary Schedule 625-13  
Amber Otis, Teacher of the Visually Impaired, Salary Schedule 630-C-14  
Jennifer Poston, Occupational Therapist, Salary Schedule 703-A-12  
Jason Reboulet, Psychologist, Salary Schedule 625-3  
Theresa Roberts, Audiologist, Salary Schedule 630-B-15  
Jenelle Robertson, Physical Therapist, Salary Schedule 701-C-18  
Briana Sheets, Occupational Therapist, Salary Schedule 703-D-9  
Kerry Stanley, Physical Therapist, Salary Schedule 701-C-16  
Krista Swihart, Psychologist, Salary Schedule 625-13  
Cheryl Vanhooose, Director of OT/PT, Salary Schedule 605-5  
Heather Venters, Occupational Therapist, Salary Schedule 703-C-12  
Diana Wourms, Physical Therapist, Salary Schedule 701-A-16  
Lynn York, Occupational Therapist, Salary Schedule 703-A-15

### **Approval of License Staff, Three Year Contract, effective July 1, 2022 – June 30, 2025:**

Rebecca King, Teacher of the Visually Impaired, Salary Schedule 630-B-15

### **Approval of Classified Staff, Two Year Contract, effective July 1, 2022 – June 30, 2024:**

Travis Tegtmeyer, Technical Support Specialist, Salary Schedule 637-7

## **Exhibit 2 (Continued)**

### **Approval of Administrative Staff Salary Notices, 2022-2023 Contract Year:**

Jennifer Abels, Physical Therapist, Salary Schedule 701-C-15  
Angela Asman, Occupational Therapist, Salary Schedule 703-B-14  
Mimzie Attisano, Physical Therapist, Salary Schedule 701-C-9  
Terri Blakely, Occupational Therapist, Salary Schedule 703-D-18  
Jeanne Boardman, Physical Therapist, Salary Schedule 701-C-18  
Maria Brandt, Occupational Therapist, Salary Schedule 703-B-18  
Bonnie Buchanan, Occupational Therapist, Salary Schedule 703-A-14  
Rhonda Calhoun, Occupational Therapist, Salary Schedule 703-B-18  
Lynn Clayton, Speech Therapist, Salary Schedule 630-B-11  
Christina Cool, Occupational Therapist, Salary Schedule 703-B-18  
Heather Cooper, Hearing Intervention Specialist, Salary Schedule 630-B-15  
Amy D'Amico, Speech Therapist, Salary Schedule 630-B-13  
Lynn Demange, Occupational Therapist, Salary Schedule 703-B-14  
Terri Dinkelaker, Physical Therapist, Salary Schedule 701-D-14  
Susan Edmondson, Physical Therapist, Salary Schedule 701-C-19  
Laura Engle, Physical Therapist, Salary Schedule 701-C-16  
Michaline Flynn, Psychologist, Salary Schedule 625-5  
Jessica Foster, Occupational Therapist, Salary Schedule 703-C-12  
Lauren Gibbs, Hearing Intervention Specialist, Salary Schedule 630-B-13  
Lisa Grant-Raucci, Speech Therapist, Salary Schedule 630-B-11  
Kara Hartke, Occupational Therapist, Salary Schedule 703-A-14, \$442.73 per day, As Needed  
Nicole Harris, Occupational Therapist, Salary Schedule 703-B-17  
Susan Hey, Occupational Therapist, Salary Schedule 703-A-18  
Tracey Jackson, Occupational Therapist, Salary Schedule 703-B-18  
Georgia Jewell, Occupational Therapist, Salary Schedule 703-B-18  
Megan Kreill, Occupational Therapist, Salary Schedule 703-C-18  
Jodi Kulka, Psychologist, Salary Schedule 625-13  
Melissa Martin, Physical Therapist, Salary Schedule 701-C-15  
Nancy Maxwell, Speech Therapist, Salary Schedule 630-B-16  
Ashley McCoy, Occupational Therapist, Salary Schedule 703-C-15  
Patricia Nichols, Physical Therapist, Salary Schedule 701-C-14  
Paula Pleiman, Occupational Therapist, Salary Schedule 703-B-18  
Amy Pratt, Physical Therapist, Salary Schedule 701-C-16  
Deborah Reichard-Smith, Psychologist, Salary Schedule 625-12  
Jacqueline Renegado, Occupational Therapist, Salary Schedule 703-C-16  
Andrea Rhoden, Occupational Therapist, Salary Schedule 703-C-14, \$474.82 per day, As Needed  
Brooke Ross, Occupational Therapist, Salary Schedule 703-C-9  
Lisa Saylor, Psychologist, Salary Schedule 625-14  
Marissa Steinhelfer, Occupational Therapist, Salary Schedule 703-A-14  
Teresa Stukey, Occupational Therapist, Salary Schedule 703-C-18  
Erin Thalheimer, Speech Therapist, Salary Schedule 630-B-5  
Suzanne Voisard, Occupational Therapist, Salary Schedule 703-B-18  
Amy Wade, Speech Therapist, Salary Schedule 630-B-16  
Victoria Wade, Audiologist, Salary Schedule 630-B-16

## **Exhibit 2 (Continued)**

### **Approval of Administrative Staff Salary Notices, 2022-2023 Contract Year (Continued):**

Kaleigh Weithman, Occupational Therapist, Salary Schedule 703-C-7  
Amy Wennerstrom, Physical Therapist, Salary Schedule 701-C-15  
Norma Wilker, Occupational Therapist, Salary Schedule 703-B-18  
Laura Windholtz, Speech Therapist, Salary Schedule 630-B-12  
Paula Woolley, Physical Therapist, Salary Schedule 701-D-15

### **Approval of Licensed Staff Salary Notices, 2022-2023 Contract Year:**

Emily Adams, Teacher of the Visually Impaired, Salary Schedule 630-B-16  
Rebecca Boyd, Speech Therapist, Salary Schedule 630-B-16  
Seney Calis, Speech Therapist, Salary Schedule 630-B-16  
Danielle Campbell, Physical Therapist Assistant, Salary Schedule 825-B-14  
Leah Ann Dabbelt, Hearing Intervention Specialist, Salary Schedule 630-A-11  
Carol Dittoe, Speech Therapist, Salary Schedule 630-B-16  
Mark Foley, Teacher of the Visually Impaired, Salary Schedule 630-C-15  
Allison Officer, ACT Intervention Specialist, Salary Schedule 630-B-15  
Mary Rizkallah, Teacher of the Visually Impaired, Salary Schedule 630-B-16  
Jeanette Roesner, Teacher of the Visually Impaired, Salary Schedule 630-B-16  
Sonya Shull, Physical Therapist, Salary Schedule 701-D-17  
Patricia Skidmore, Hearing Intervention Specialist, Salary Schedule 630-C-16  
Dakota Trasser, Teacher of the Visually Impaired, Salary Schedule 630-A-3  
Jennifer Trembley, Teacher of the Visually Impaired, Salary Schedule 630-B-13

### **Approval of Classified Staff Salary Notices, 2022-2023 Contract Year:**

Pam Friesel, School and Family Facilitator, Salary Schedule 860-1

#### **f. Approval of Supplemental Contract(s):**

The following Remote Teachers to provide support for the expansion of Curriculum Packs, through July 31, 2022:

Monica Riesenberger, up to \$2,000.00  
David Vasconez, up to \$2,000.00  
Lauren Zipp, up to \$2,000.00

[Stacie Anderson-Cook, Curriculum Supervisor, \\$2,500.00 for Leadership Team responsibilities, August 1, 2022 - July 31, 2023](#)

Emily Davis, Teacher, to provide up to 120 hours of support for the Preschool Summer Program, \$19.00 per hour

Derry Glenn, Educational Assistant, to provide up to 120 hours of support for the Preschool Summer Program, \$25.00 per hour

Marietta Harris, Psychologist, \$2,500.00 for additional duties for the MCESC Preschool, August 1, 2022 - July 31, 2023

Lori Herrick, Teacher, to serve as a Member of the 2021-2022 EMC LPDC committee, \$500.00, to be paid after attending 6 meetings

## Exhibit 2 (Continued)

### Approval of Supplemental Contract(s) (Continued):

Connie Nichols, Psychologist, \$2,500.00 for Supervisory Service, August 1, 2022 – July 31, 2023

Katherine Pearson, Gifted Supervisor, \$2,500.00 for Leadership Team responsibilities, August 1, 2022 - July 31, 2023

Rebecca Pitcher, Literacy Supervisor, \$2,500.00 for Leadership Team responsibilities, August 1, 2022 - July 31, 2023

Jacqueline Renegado, Occupational Therapist, \$2,500.00 for Supervisory Service, August 1, 2022 – July 31, 2023

Stacey Whittaker, PAX Partner, \$2,500.00 for additional duties, August 1, 2022 - July 1, 2023

### g. Approval of Non-Renewals:

(None)

### h. Approval of Unpaid Leave:

Stephanie Agenboard, Educational Assistant, February 15, 2022, March 1, 2 and 8, 2022

Caroline Bauer, Educational Assistant, March 3, 11 through 18, 2022

Megan Bennett, Speech Therapist, February 15, 2022

Annette Bowling, Educational Assistant, March 18 and 25, 2022

Seney Calis, Speech Therapist, February 15, 16, 17, and 22, 2022, March 15 and 16, 2022

Grace Dodge, Educational Assistant, January 17 through 19, 2022, March 9, 17 and 18, 2022

LaShawn Green, Educational Assistant, April 1 through April 30, 2022

Tamara Gordon, Educational Assistant, February 22, 2022, March 4, 7, 15, and 21 through 25, 2022

Sandra Jacoment, Psychologist, March 18, 2022

Elizabeth Jones, PAX Partner, February 16 and 17, 2022

Kimberly Linder, Educational Assistant, February 7, 8, and 18, 2022

Cristi McClellan, Educational Assistant, March 2 through 9, 2022

Brandy Mills, Teacher, March 1 and 2, 2022, March 9, 10, 11, 14 and 17, 2022

Branden Nedd, Educational Assistant, March 17, 24 and 25, 2022

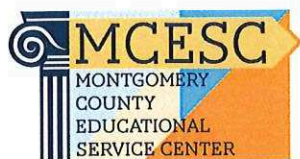
Thomas Schreier, Educational Assistant, March 21 through March 24, 2022, April 4 through 8, 2022, May 23 through 25, 2022

Penny Sottoway, Educational Assistant, March 4, 15 through 18, 2022

Rhonda Tyra, Educational Assistant, March 4, 2022

Maria Van Dyke, Educational Assistant, January 12, 13, 14, and 20, 2022, February 2 and 22, 2022, March 14, 24 and 25, 2022

Daniel Woodard, Educational Assistant, March 24 and 25, 2022



**MCESC**  
**Early Childhood Program**

**2022-2023**  
**School Calendar**

**Shannon Cox**  
**Superintendent**

**(937) 224-8087**

August 2022						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20*	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12*	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23*	24	25
26	27	28	29	30	31	

April 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
Su	M	Tu	W	Th	F	Sa
				1*	2	3
4	5	6	7	8	9	10

June						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21

August
3 - Opening Day Convocation
4-5, 8 - Ed Assistants PD (3 yrs or less)
9-10 Staff Professional Development
11 - First Student Day
26 - Family Engagement Day
September
5 - Labor Day Holiday-Closed
22 - Parent/Teacher Conferences
30 - Family Engagement Day
October
5-6 - Fall Break - No School
7 - WOE Day - No School
12 - Home Visit Day/Evening
20 - End of 1st quarter - 47 days
21 - Staff PD Day - No School
28 - Family Engagement Day
31 - No School
November
11 - Family Engagement Day
17 - Parent/Teacher Conferences
21-25 - Thanksgiving Break-Closed
December
6 - Home Visit Day/Evening
16 - Family Engagement Day
22-30 - Winter Break- No School
January
2-4 Winter Break - No School
12 - End of 2nd Quarter - 44 days
13 - Staff PD Day - No School
16 - MLK Jr. Day - No School
27 - Family Engagement Day
February
16 - Parent/Teacher Conferences
17 - February Break - No School
20 - Presidents Day- No School
21 - No School
24 - Family Engagement Day
March
6 - Home Visit Day/Evening
17 - March Break - No School
23 - End of 3rd quarter - 45 days
24 - Staff PD Day - No School
31 - Family Engagement Day
April
3-7 - Spring Break - No School
11 - Home Visit Day/Evening
28 - Family Engagement Day
May
4 - Parent/Teacher Conferences
5 - May Break - No School
19 - Family Engagement Day
29 - Memorial Day - No School
June
1 - Last Student Day
End of 4th Quarter - 42 days
2 - Staff Professional Development

No school for students Staff on duty  
Beginning/Ending dates for students  
No School

\* End of the Quarter  
Family Night P/T Conferences  
No School for Students, Ed Assistant PD (3 yrs or less)

**Student Make-Up Days: June 2 - 8, 2023**



## Remote Learning Center

2022-2023  
School Calendar

Shannon Cox,  
Superintendent

(937) 424-3838

August 2022						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
Su	M	Tu	W	Th	F	Sa
		1	2*	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19*	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21*	22	23	24	25
26	27	28	29	30	31	

April 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26*	27
28	29	30	31			

June 2023						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- No school for students  
Staff on duty
- Beginning/Ending dates  
for students
- No school
- End of the Quarter
- Parent/Teacher Conferences

### August

3 - Convocation (Staff Only)

### September

5 - Labor Day Holiday-Closed

6 - First Day of School for Students

### October

### November

2 - End of First Quarter - 42 Days

17 - Parent/Teacher Conferences

21-25 - Fall Break

### December

22-30 - Winter Break - No School

### January

2 - Winter Break - No School

16 - M.L. King Jr. Day - No School

19 - End of Second Quarter - 42 Days

### February

16 - Parent/Teacher Conferences

20 - Presidents Day - No School

### March

21 - End of Third Quarter - 42 Days

31 - Spring Break - No School

### April

3-7 - Spring Break - No School

### May

4 - Parent/Teacher Conferences

26 - End of Fourth Quarter - 42 Days

Last day for Students

29 - Memorial Day-CLOSED

### Evening Parent/Teacher Conferences

November 17, 2022 4:00-7:30pm

February 16, 2022 4:00-7:30pm

May 4, 2022 4:00-7:30pm

Student Day: 8:00-3:30pm

**April 21, 2022 Board Memo**

**New Sheets**

- The first five sheets continue to be the same and are new for this year.
  - The first page is the rolling report from the Master Plan.
    - These are actual expenses and revenues for the first nine months paired with estimates for the remaining months from the master plan. This will estimate to see where we are trending for the year. The bottom right hand side shows plan of nearly \$1.3 million to the good and actual is now at \$2.2 million.
      - Salaries are higher than plan by \$900k while benefits are spot on.
        - Most of this is due to the continual hiring of staff throughout the year for our many partner organizations, ODE initiatives and grants.
      - Expenses are slightly higher compared to plan but are within less than 1% of plan.
      - Revenue continues to outpace estimates bringing us to an estimated carryover of \$2.2 million.
        - This number will continue to fluctuate over the final quarter. It was just two short months ago that this number was \$2 million less than it is now.
  - The next four are a printout from the software as a verification of numbers on the prior and following sheets.

**Board Report pg.1**

- Revenue exceeded expenses by almost \$600k this month pushing us further into the black now by \$1.3 million.
- Outstanding invoices are at the lowest point since September.
  - Of that, 60% has been issued in the last 30 days.

**District/County pg.2**

- No change

**Investments pg.2**

- No change

### All Other Funds pg.3

- By the time we meet, most of what is in the red will have been invoiced and received like any other month.

### Three Year Comparison pg.4

- Revenues are up \$1.3 million from this time last year while expenses are nearly identical to this time last year.

### Final Notes

- Once again, it was a great month as revenues came in well over plan.
  - The Plan has us bringing in more than what we spend in each of the remaining months of the fiscal year.
- The Plan is continuing to project actuals exceeding plan.
  - We will be cutting the check to Walt Whittle on April 25<sup>th</sup> which will be \$289,000. Again, this will be a revenue generator in the future and will likely pay for itself in just a few years.
  - We are still in the midst of finalizing formal quotes for the Regional Center backflow install on the fire suppression system to bring us into compliance with the County.
- Since we are ahead of plan, we just need to break even in the final quarter in order to hit plan estimates.
- I have included for you the outstanding invoice list along with the estimated final foundation reconciliation for this year. I will go into detail of each at the meeting.

### Updates

- In your packet, we will be asking you to approve a new Fund on our books to bring the Shared Resource Center (SRC) on. They are currently operating on an old accounting system that will be retired December 31, 2022. Our investment into the SRC is already on our books so there will be no change to our financial position. They will continue to operate as a separate entity, governed by their current Board, and undergo their own audit each year. This is very similar to when we had MDECA on our books.



## Montgomery County ESC

### Rolling Report

Fiscal Year 2022

REVENUE	Q1	Q2	JANUARY	FEBRUARY	MARCH	Q3	APRIL	MAY	JUNE	TOTAL	NOTES
PLAN REVENUE	11,068,880	22,759,004	4,056,223	3,816,951	3,763,655	34,395,832	4,056,223	3,763,655	3,816,951	46,032,660	
ACTUAL REVENUE	10,943,264	21,991,841	3,774,514	5,482,870	4,405,121	35,654,346	-	-	-	47,291,174	
Variance	(125,616)	(767,163)	(281,709)	1,665,919	641,466	1,258,513	(4,056,223)	(3,763,655)	(3,816,951)	1,258,513	Foundation Refunds, Timing
EXPENSES	Q1	Q2	JANUARY	FEBRUARY	MARCH	Q3	APRIL	MAY	JUNE	TOTAL	NOTES
PLAN SALARIES	6,879,695	13,759,389	1,965,627	1,965,627	1,965,627	19,656,270	1,965,627	1,965,627	1,965,627	25,553,151	
ACTUAL SALARIES	7,101,630	14,334,957	2,037,277	2,142,864	2,046,459	20,561,557	-	-	-	26,458,438	Payment in-lieu of insurance
Variance	221,936	575,568	71,650	177,237	80,832	905,286	(1,965,627)	(1,965,627)	(1,965,627)	905,286	
PLAN BENEFITS	2,485,359	4,779,536	955,907	764,726	764,726	7,264,894	764,726	764,726	764,726	9,559,071	
ACTUAL BENEFITS	2,515,584	4,827,283	951,079	728,024	763,423	7,269,808	-	-	-	9,563,985	
Variance	30,226	47,747	(4,829)	(36,701)	(1,303)	4,914	(764,726)	(764,726)	(764,726)	4,914	
PLAN ED SUPPORT	2,113,382	4,846,801	1,040,029	576,051	669,606	7,132,488	1,119,612	836,731	549,609	9,638,439	
ACTUAL ED SUPPORT	2,080,822	4,391,017	759,893	650,303	732,714	6,533,926	-	-	-	9,039,877	
Variance	(32,560)	(455,785)	(280,136)	74,252	63,107	(598,562)	(1,119,612)	(836,731)	(549,609)	(598,562)	Property Ins, Satellite Program
EXPENSES PLAN TOTAL	11,478,435	23,385,726	3,961,563	3,306,404	3,399,959	34,053,652	3,849,965	3,567,083	3,279,961	44,750,662	
EXPENSES ACTUAL TOTAL	11,698,036	23,553,256	3,748,249	3,521,191	3,542,595	34,365,291	-	-	-	45,062,300	
Variance	219,601	167,530	(213,314)	214,787	142,636	311,639	(3,849,965)	(3,567,083)	(3,279,961)	311,639	
NET	Q1	Q2	JANUARY	FEBRUARY	MARCH	Q3	APRIL	MAY	JUNE	TOTAL	NOTES
PLAN SURPLUS/DEFICIT	(409,556)	(626,722)	94,660	510,547	363,696	342,180	206,258	196,571	536,989	1,281,998	
ACTUAL/OUTLOOK SURPLUS/DEFICIT	(754,772)	(1,561,415)	26,265	1,961,679	862,526	1,289,054	-	-	-	2,228,873	

Overview/Updates:

Encumbrances: \$2,578,318.99

Outstanding Invoices: \$1,070,721.55

30- \$601,892.36

60- \$266,574.98

90- \$124,280.96

over 90- \$77,973.25

# Report Options

Report Generated By: mg4admin

Report Generated On: 4/4/22 8:58 AM

## Report Parameters

Page Size	LETTER
Page Orientation	LANDSCAPE
Output Format	PDF
Template Name	Cash Summary Report
Suppress Detail	false
Show Options	true
Active	true

## Query Parameters

(active) Active only? (true/false) true

# MONTGOMERY COUNTY EDUCATIONAL

## Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
001-0000	GENERAL BUDGET RECORD FOR FUND	\$ 5,616,526.53	\$ 4,405,120.85	\$ 35,654,345.53	\$ 3,542,595.09	\$ 34,365,291.16	\$ 6,905,580.90	\$ 2,578,318.99	\$ 4,327,261.91
001-9909	PROM ACCOUNT	(790.65)	0.00	0.00	0.00	0.00	(790.65)	0.00	(790.65)
006-9005	FOOD SERVICE FUND	0.00	0.00	0.00	1,233.60	3,949.06	(3,949.06)	9,552.10	(13,501.16)
007-9001	SPECIAL TRUST UNCLAIMED FUNDS	80.35	0.00	0.00	0.00	0.00	80.35	0.00	80.35
007-9600	HANDICAPPED CHILDREN'S FUND	6,079.44	0.00	0.00	0.00	0.00	6,079.44	0.00	6,079.44
014-9190	MHJ - SHARED READING LIBRARY	230.00	0.00	0.00	0.00	0.00	230.00	0.00	230.00
014-9200	DASA-UD	8,437.83	0.00	0.00	0.00	0.00	8,437.83	0.00	8,437.83
014-9201	DASA/EMPLOYEE	5,014.62	0.00	0.00	0.00	0.00	5,014.62	0.00	5,014.62
014-9208	REGIONAL CENTER	8,719.84	0.00	0.00	0.00	70.40	8,649.44	0.00	8,649.44
014-9250	GIFTED STUDENT RETREAT	3,023.69	0.00	0.00	0.00	0.00	3,023.69	0.00	3,023.69
014-9700	REGIONAL TRANSPORTATION	1,248,772.57	0.00	0.00	0.00	1,836.24	1,246,936.33	1,623.76	1,245,312.57
014-9909	GORMAN-HEWITT-AYARS PROM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9004	EANS ROUND I	0.00	0.00	1,998,132.11	354,280.02	2,538,397.96	(540,265.85)	632,810.08	(1,173,075.93)
019-9005	REGIONAL FIELD COORDINATOR FY22	0.00	6,931.94	13,863.88	7,031.30	45,856.04	(31,992.16)	0.00	(31,992.16)
019-9006	DAYTON FOUNDATION	0.00	0.00	20,723.00	0.00	0.00	20,723.00	0.00	20,723.00
019-9028	HOTSPOTS	0.00	0.00	53,583.00	3,970.29	17,508.50	36,074.50	4,150.00	31,924.50
019-9029	UES BIOTECH	7,883.03	(7,883.03)	(7,883.03)	0.00	0.00	0.00	0.00	0.00
019-9122	REGIONAL FIELD COORDINATOR	36,700.00	0.00	0.00	0.00	0.00	36,700.00	0.00	36,700.00
019-9141	DF CURRICULUM PACKS	217.60	0.00	0.00	0.00	0.00	217.60	0.00	217.60
019-9194	NEA-LEARNING & LEADERSHIP	0.00	0.00	22,700.00	0.00	0.00	22,700.00	0.00	22,700.00
019-9210	ESF: ASPIRE	0.00	0.00	172,599.41	0.00	172,599.41	0.00	0.00	0.00
019-9211	PAX GRANT	0.00	0.00	15,594.14	0.00	15,594.14	0.00	0.00	0.00
019-9212	PRIME FOR LIFE	0.00	0.00	22,989.61	0.00	22,989.61	0.00	0.00	0.00
019-9213	SBIRT PROGRAM	0.00	0.00	23,849.99	0.00	23,849.99	0.00	0.00	0.00
019-9214	VAPING	0.00	0.00	8,776.25	0.00	8,776.25	0.00	0.00	0.00
019-9215	SUICIDE PREVENTION	0.00	0.00	117,508.54	0.00	117,508.54	0.00	0.00	0.00
019-9216	SCHOOLS OF EXCELLENCE	0.00	0.00	80,927.98	0.00	80,927.98	0.00	0.00	0.00
019-9217	SEL/TI PROF DEV	0.00	0.00	24,345.03	0.00	24,345.03	0.00	0.00	0.00
019-9218	HWC PREVENTION	0.00	0.00	18,790.51	0.00	18,790.51	0.00	0.00	0.00
019-9219	PPP	0.00	0.00	15,764.52	0.00	15,764.52	0.00	0.00	0.00
019-9220	YOUR PATH PREVENTION	0.00	0.00	472,009.36	64,122.46	596,700.09	(124,690.73)	85,181.79	(209,872.52)
019-9221	ADAMHS: PREVENTION IN MS	0.00	51,820.31	262,888.29	43,963.21	347,124.65	(84,236.36)	61,797.66	(146,034.02)
019-9222	ADAMHS: PREVENTION IN ELEMENTARY	5,000.00	0.00	0.00	0.00	17,250.10	(12,250.10)	0.00	(12,250.10)
019-9223	DF LEARNING CIRCLE	0.00	0.00	12,897.64	2,595.25	22,326.47	(9,428.83)	7,612.11	(17,040.94)
	ADAMHS: MENTAL HEALTH, THREAT ASSESSMENT, AND		3,045.98						

## MONTGOMERY COUNTY EDUCATIONAL Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
19-9224	CRISIS PLANNING PROGRAM ADAMHS: SOCIAL EMOTIONAL LEARNING PROFESSIONAL DEVELOPMENT	\$ 0.00	\$ 30,238.09	\$ 168,815.44	\$ 23,230.53	\$ 212,439.70	\$ (43,624.26)	\$ 27,535.15	\$ (71,159.41)
19-9225	ADAMHS: SCHOOLS OF EXCELLENCE IN PREVENTION	0.00	10,781.08	62,914.36	8,617.86	79,174.56	(16,260.20)	33,700.21	(49,960.41)
19-9226	ADAMHS: SCHOOL-WIDE ASSESSMENT SURVEYING	0.00	2,352.75	186,831.29	88,253.23	277,183.39	(90,352.10)	122,858.03	(213,210.13)
19-9227	OTHER GRANT	0.00	0.00	0.00	413.85	3,514.75	(3,514.75)	20.97	(3,535.72)
19-9901	CRISIS PREVENTION	0.00	0.00	29,007.38	0.00	29,007.38	0.00	0.00	0.00
19-9902	OCER LOCAL MATCH	348.67	0.00	0.00	0.00	348.67	0.00	0.00	0.00
19-9903	ESF: ASPIRE FY21	10,700.00	0.00	0.00	0.00	0.00	10,700.00	0.00	10,700.00
19-9904	REGIONAL FIELD COORDINATOR	0.00	28,601.38	47,909.74	(6,917.33)	47,909.74	0.00	0.00	0.00
19-9905	CARESOURCE NME	32,000.00	0.00	0.00	28,000.00	28,000.00	4,000.00	4,000.00	0.00
19-9906	ADAMHS ODRP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-9907	PRESCHOOL PBIS	0.00	0.00	39,889.00	0.00	39,889.00	0.00	0.00	0.00
19-9927	ADAMHS ODRG	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9020	OHIO K-12 NETWORK FY20	5,400.00	0.00	0.00	0.00	0.00	5,400.00	0.00	5,400.00
451-9021	OHIO K-12 NETWORK FY21	5,400.00	0.00	0.00	0.00	0.00	5,400.00	0.00	5,400.00
451-9022	OHIO K-12 NETWORK FY22	0.00	2,700.00	5,400.00	0.00	0.00	5,400.00	0.00	5,400.00
499-9210	SCHOOL IMPROVEMENT	8,338.07	0.00	17,190.05	0.00	25,528.12	0.00	0.00	0.00
499-9211	ODE PREVENTION EDUCATION FY21	0.00	0.00	172,521.54	0.00	172,521.54	0.00	0.00	0.00
499-9213	SST TRANSITION	0.00	0.00	10,000.00	0.00	10,000.00	0.00	0.00	0.00
499-9214	OTES STATE TRAINERS	0.00	0.00	36,800.00	0.00	36,800.00	0.00	0.00	0.00
499-9220	SCHOOL IMPROVEMENT	0.00	68,120.26	171,972.15	19,175.24	191,147.39	(19,175.24)	26,132.36	(45,307.60)
499-9221	ODE PREVENTION EDUCATION FY21	0.00	0.00	0.00	0.00	84.19	(84.19)	0.00	(84.19)
499-9223	SST TRANSITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
507-9210	RemotEDx OCER	0.00	0.00	29,000.00	0.00	29,000.00	0.00	0.00	0.00
507-9211	FACE MASKS	0.00	0.00	2,164.21	0.00	2,164.21	0.00	0.00	0.00
507-9212	RemotEDx	0.00	0.00	0.00	(119,639.18)	0.00	0.00	0.00	0.00
507-9213	ESC FAMILY LIAISONS	0.00	0.00	19,331.62	0.00	19,331.62	0.00	0.00	0.00
507-9220	EXTENDED LEARNING AND RECOVERY FY22	0.00	110,000.00	110,000.00	51,375.25	161,375.25	(51,375.25)	0.00	(51,375.25)
507-9221	ESC FAMILY LIAISONS	0.00	36,272.05	36,272.05	6,301.77	42,573.82	(6,301.77)	0.00	(6,301.77)
507-9222	RemotEDx	0.00	0.00	0.00	296,592.79	519,761.07	(519,761.07)	1,985,953.65	(2,505,714.72)
507-9223	ARP Homeless	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
508-9001	GEER FUND	0.00	0.00	31,010.68	0.00	31,010.68	0.00	0.00	0.00
508-9002	GEER FAFSA	0.00	0.00	49,642.24	(47.25)	49,642.24	0.00	0.00	0.00
508-9220	GEER FAFSA FY22	0.00	0.00	28,247.05	28,247.05	33,944.67	(33,944.67)	31,202.58	(65,147.25)
508-9221	GEER FUND FY22	0.00	0.00	29,796.97	29,796.97	148,115.34	(148,115.34)	55,970.13	(204,085.47)

## MONTGOMERY COUNTY EDUCATIONAL Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
516-9210	TITLE VI-B FY21	\$ 13,190.75	\$ 0.00	\$ 145,960.08	\$ 0.00	\$ 159,150.83	\$ 0.00	\$ 0.00	\$ 0.00
516-9211	EARLY LIT SSIP (IDEA)	3,155.23	0.00	8,973.04	0.00	12,128.27	0.00	0.00	0.00
516-9212	URBAN REGIONAL LIT	0.00	0.00	30,235.38	0.00	30,235.38	0.00	0.00	0.00
516-9220	TITLE VI-B FY22	0.00	286,882.06	816,755.08	158,985.75	975,740.83	(158,985.75)	297,788.29	(456,774.04)
516-9221	EARLY LIT SSIP (IDEA)	0.00	24,119.47	52,084.06	7,119.66	59,203.72	(7,119.66)	0.00	(7,119.66)
516-9222	URBAN REGIONAL LIT	0.00	32,792.68	69,452.60	9,162.42	78,615.02	(9,162.42)	0.00	(9,162.42)
551-9210	TITLE III FY21	0.00	0.00	7,578.73	0.00	7,578.73	0.00	0.00	0.00
551-9220	TITLE III FY22	0.00	14,201.13	14,201.13	2.55	14,203.68	(2.55)	18,030.41	(18,032.96)
572-9210	SST PRIORITY SCHOOLS	3,348.16	0.00	7,754.30	0.00	11,102.46	0.00	0.00	0.00
572-9220	SST PRIORITY SCHOOLS	0.00	29,993.48	63,192.62	8,407.22	71,599.84	(8,407.22)	0.00	(8,407.22)
587-9210	EARLY LEARNING-DISCRETIONARY FY20	2,680.32	0.00	8,076.40	0.00	10,756.72	0.00	0.00	0.00
587-9211	EARLY LIT SSIP (ELSR)	1,121.94	0.00	3,085.02	0.00	4,206.96	0.00	0.00	0.00
587-9220	EARLY LEARNING-DISCRETIONARY FY22	0.00	24,551.17	54,015.69	7,477.79	63,493.48	(9,477.79)	0.00	(9,477.79)
587-9221	EARLY LIT SSIP (ELSR)	0.00	7,361.73	15,897.04	2,173.06	18,070.10	(2,173.06)	0.00	(2,173.06)
590-9024	HUMAN CAPITAL	0.00	0.00	6,464.00	0.00	6,464.00	0.00	0.00	0.00
599-9162	EARLY LEARNING CHALLENGE FY16	4,398.65	0.00	0.00	0.00	0.00	4,398.65	0.00	4,398.65
599-9210	DSEC DOD STEM FY21	447.19	0.00	98,439.49	0.00	101,386.49	(2,499.81)	0.00	(2,499.81)
599-9220	DSEC DOD STEM FY22	0.00	4,805.52	61,506.00	4,267.60	58,788.30	2,717.70	72,834.51	(70,116.81)
<b>Grand Total</b>		<b>\$ 7,036,423.83</b>	<b>\$ 5,249,162.57</b>	<b>\$ 41,694,748.17</b>	<b>\$ 4,670,788.05</b>	<b>\$ 42,330,648.79</b>	<b>\$ 6,400,523.21</b>	<b>\$ 6,057,072.78</b>	<b>\$ 343,450.43</b>

# MONTGOMERY COUNTY EDUCATIONAL SERVICE CENTER FINANCIAL REPORT

Mar 2022

	MTD ESTIMATE	MTD ACTUAL	MTD DIFFER	YTD ESTIMATE	YTD ACTUAL	YTD DIFFER
Beginning Cash Balance	\$ 4,504,811.07	\$ 6,043,055.14	\$ 1,538,244.07	\$ 5,699,202.09	\$ 5,616,526.53	\$ (82,675.56)
<b>RECEIPTS</b>						
Excess Costs	\$ 500,000.00	\$ 2,601,533.04	\$ 2,101,533.04	\$ 20,250,000.00	\$ 23,584,818.82	\$ 3,334,818.82
District Costs	\$ -	\$ -	\$ -	\$ 500,000.00	\$ (120,065.03)	\$ (620,065.03)
Investments	\$ 4,166.67	\$ -	\$ (4,166.67)	\$ 37,500.00	\$ 16,777.48	\$ (20,722.52)
Fiscal Agent, Misc, etc.	\$ 335,660.92	\$ 1,640,104.89	\$ 1,304,443.97	\$ 3,020,948.25	\$ 10,213,931.04	\$ 7,192,982.79
Advances Returned	\$ -	\$ -	\$ -	\$ 360,000.00	\$ 581,708.85	\$ 221,708.85
Foundation	\$ 254,593.80	\$ 163,482.92	\$ (91,110.88)	\$ 2,086,750.41	\$ 1,377,174.37	\$ (709,576.04)
Rental/CAFS	\$ 39,028.25	\$ -	\$ (39,028.25)	\$ 351,254.25	\$ -	\$ (351,254.25)
<b>TOTAL RECEIPTS</b>	\$ 3,708,449.64	\$ 4,405,120.85	\$ 696,671.21	\$ 26,606,452.91	\$ 35,654,345.53	\$ 9,047,892.62
<b>RECEIPTS + BALANCE</b>						
	\$ 8,213,260.71	\$ 10,448,175.99	\$ 2,234,915.28	\$ 32,305,655.00	\$ 41,270,872.06	\$ 8,965,217.06
<b>EXPENDITURES</b>						
Salaries	\$ 2,035,714.65	\$ 2,046,458.92	\$ 10,744.27	\$ 18,321,431.84	\$ 20,561,557.09	\$ 2,240,125.25
Fringe Benefits	\$ 712,500.13	\$ 763,422.67	\$ 50,922.54	\$ 6,412,501.14	\$ 7,269,808.11	\$ 857,306.97
Purchased Services	\$ 347,493.16	\$ 692,129.42	\$ 344,636.26	\$ 3,127,438.42	\$ 5,402,191.74	\$ 2,274,753.32
Supplies	\$ 66,823.03	\$ 64,526.48	\$ (2,296.55)	\$ 601,407.23	\$ 392,913.66	\$ (208,493.57)
Capital Outlay--NEW	\$ 24,909.80	\$ (9,730.31)	\$ (34,640.11)	\$ 224,188.20	\$ 294,738.88	\$ 70,550.68
Other	\$ 43,900.19	\$ (14,212.09)	\$ (58,112.28)	\$ 395,101.75	\$ 444,081.68	\$ 48,979.93
<b>TOTAL EXPENDED</b>	\$ 3,231,340.95	\$ 3,542,595.09	\$ 311,254.14	\$ 29,082,068.58	\$ 34,365,291.16	\$ 5,283,222.58
<b>ENDING CASH BALANCE</b>						
	\$ 4,981,919.76	\$ 6,905,580.90	\$ 1,923,661.14	\$ 3,223,586.42	\$ 6,905,580.90	\$ 3,681,994.48
<b>DISTRICT/COUNTY BALANCE</b>						
ENCUMBRANCES	\$ -	\$ 617,805.85		SF Settlements	-	
	\$ -	\$ 2,578,318.99		Excess Costs	931,198.55	
	\$ -	\$ 3,709,456.06		Miscellaneous	139,523.00	
<b>ADJUSTED CASH BALANCE</b>				<b>RECEIVABLES</b>	\$ 1,070,721.55	

### **DISTRICT \$6.50 DEDUCT PROGRAM**

District/County Funding FY22	\$	425,204.00
Carry-Over from FY21	\$	817,414.88
Additional Payments received in FY22	\$	6,513.39
	\$	<u>1,249,132.27</u>
Expended as of April 1, 2022	\$	<u>525,025.42</u>
	\$	<u>724,106.85</u>

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District/County Funding Receipts thru:	March	\$	318,903.00
Carry-Over from FY21		\$	817,414.88
Additional Payments received in FY22		\$	6,513.39
		\$	<u>1,142,831.27</u>
Expended as of April 1, 2022		\$	<u>525,025.42</u>
		\$	<u>617,805.85</u>

### **MONTHLY INVESTMENT REPORT**

Total Principal	Average Yield to Maturity	Average Maturity
\$500,000	3.15%	0.25
Estimated Market Value	YTD Interest Income	
\$503,460	\$33,396	

<b>BALANCES AS OF:</b>	<b>April 1, 2022</b>
Book Balance	\$ 6,905,580.90
Money Market 0.05%	\$ 1,245,719.20
Investments	\$ 500,000.00
Uninvested Balance	<u>\$ 5,159,861.70</u>

## SUMMARY OF OTHER FUNDS AS OF MARCH 31, 2022

Acct Code	Description	Initial Cash	FYTD Received	FYTD Expended	Fund Balance
006 9005	FOOD SERVICE FUND	0.00	0.00	3,949.06	(3,949.06)
007 9001	SPECIAL TRUST UNCLAIMED FUNDS	80.35	0.00	0.00	80.35
007 9600	HANDICAPPED CHILDREN'S FUND	6,079.44	0.00	0.00	6,079.44
014 9190	MHJ - SHARED READING LIBRARY	230.00	0.00	0.00	230.00
014 9200	DASA-UD	8,437.83	0.00	0.00	8,437.83
014 9201	DASA/EMPLOYEE	5,014.62	0.00	0.00	5,014.62
014 9208	REGIONAL CENTER	8,719.84	0.00	70.40	8,649.44
014 9250	GIFTED STUDENT RETREAT	3,023.69	0.00	0.00	3,023.69
014 9700	REGIONAL TRANSPORTATION	1,248,772.57	0.00	1,836.24	1,246,936.33
014 9909	GORMAN-HEWITT-AYARS PROM	0.00	0.00	0.00	0.00
019 9004	EANS ROUND I	0.00	1,998,132.11	2,538,397.96	(540,265.85)
019 9005	REGIONAL FIELD COORDINATOR FY22	0.00	13,863.88	45,856.04	(31,992.16)
019 9006	DAYTON FOUNDATION HOTSPOTS	0.00	20,723.00	0.00	20,723.00
019 9028	UES BIOTECH	0.00	53,583.00	17,508.50	36,074.50
019 9029	REGIONAL FIELD COORDINATOR	7,883.03	(7,883.03)	0.00	0.00
019 9122	DF CURRICULUM PACKS	36,700.00	0.00	0.00	36,700.00
019 9141	NEA-LEARNING & LEADERSHIP	217.60	0.00	0.00	217.60
019 9194	ESF: ASPIRE	0.00	22,700.00	0.00	22,700.00
019 9210	PAX GRANT	0.00	172,599.41	172,599.41	0.00
019 9211	PRIME FOR LIFE	0.00	15,594.14	15,594.14	0.00
019 9212	SBIRT PROGRAM	0.00	22,989.61	22,989.61	0.00
019 9213	VAPING	0.00	23,849.99	23,849.99	0.00
019 9214	SUICIDE PREVENTION	0.00	8,776.25	8,776.25	0.00
019 9215	SCHOOLS OF EXCELLENCE	0.00	117,508.54	117,508.54	0.00
019 9216	SEL/TI PROF DEV	0.00	80,927.98	80,927.98	0.00
019 9217	HWC PREVENTION	0.00	24,345.03	24,345.03	0.00
019 9218	PPP	0.00	18,790.51	18,790.51	0.00
019 9219	YOUR PATH PREVENTION	0.00	15,764.52	15,764.52	0.00
019 9220	ADAMHS: PREVENTION IN ELEMENTARY	0.00	472,009.36	596,700.09	(124,690.73)
019 9221	ADAMHS: PREVENTION IN MS AND HS	0.00	262,888.29	347,124.65	(84,236.36)
019 9222	DF LEARNING CIRCLE	5,000.00	0.00	17,250.10	(12,250.10)
019 9223	ADAMHS: MENTAL HEALTH, THREAT ASSESSMENT, AND CRI	0.00	12,897.64	22,326.47	(9,428.83)
019 9224	ADAMHS: SOCIAL EMOTIONAL LEARNING PROFESSIONAL DE	0.00	168,815.44	212,439.70	(43,624.26)
019 9225	ADAMHS: SCHOOLS OF EXCELLENCE IN PREVENTION	0.00	62,914.36	79,174.56	(16,260.20)
019 9226	ADAMHS: SCHOOL-WIDE ASSESSMENT SURVEYING	0.00	186,831.29	277,183.39	(90,352.10)
019 9227	OTHER GRANT	0.00	0.00	3,514.75	(3,514.75)
019 9901	CRISIS PREVENTION	0.00	29,007.38	29,007.38	0.00
019 9902	OCER LOCAL MATCH	348.67	0.00	348.67	0.00
019 9903	ESF: ASPIRE FY21	10,700.00	0.00	0.00	10,700.00
019 9904	REGIONAL FIELD COORDINATOR	0.00	47,909.74	47,909.74	0.00
019 9905	CARESOURCE NME	32,000.00	0.00	32,000.00	0.00
019 9906	ADAMHS ODRP	0.00	0.00	0.00	0.00
019 9907	PRESCHOOL PBIS	0.00	39,889.00	39,889.00	0.00
019 9927	ADAMHS ODRG	0.00	0.00	0.00	0.00
451 9020	OHIO K-12 NETWORK FY20	5,400.00	0.00	0.00	5,400.00

451	9021	OHIO K-12 NETWORK FY21	5,400.00	0.00	0.00	5,400.00
451	9022	OHIO K-12 NETWORK FY22	0.00	5,400.00	0.00	5,400.00
499	9210	SCHOOL IMPROVEMENT	8,338.07	17,190.05	25,528.12	0.00
499	9211	ODE PREVENTION EDUCATION FY21	0.00	172,521.54	172,521.54	0.00
499	9213	SST TRANSITION	0.00	10,000.00	10,000.00	0.00
499	9214	OTES STATE TRAINERS	0.00	36,800.00	36,800.00	0.00
499	9220	SCHOOL IMPROVEMENT	0.00	171,972.15	191,147.39	(19,175.24)
499	9221	ODE PREVENTION EDUCATION FY21	0.00	0.00	84.19	(84.19)
499	9223	SST TRANSITION	0.00	0.00	0.00	0.00
507	9210	RemotEDx OCER	0.00	29,000.00	29,000.00	0.00
507	9211	FACE MASKS	0.00	2,164.21	2,164.21	0.00
507	9212	RemotEDx	0.00	0.00	0.00	0.00
507	9213	ESC FAMILY LIAISONS	0.00	19,331.62	19,331.62	0.00
507	9220	EXTENDED LEARNING AND RECOVERY FY22	0.00	110,000.00	161,375.25	(51,375.25)
507	9221	ESC FAMILY LIAISONS	0.00	36,272.05	42,573.82	(6,301.77)
507	9222	RemotEDx	0.00	0.00	519,761.07	(519,761.07)
507	9223	ARP Homeless	0.00	0.00	0.00	0.00
508	9001	GEER FUND	0.00	31,010.68	31,010.68	0.00
508	9002	GEER FAFSA	0.00	49,642.24	49,642.24	0.00
508	9220	GEER FAFSA FY22	0.00	0.00	33,944.67	(33,944.67)
508	9221	GEER FUND FY22	0.00	0.00	148,115.34	(148,115.34)
516	9210	TITLE VI-B FY21	13,190.75	145,960.08	159,150.83	0.00
516	9211	EARLY LIT SSIP (IDEA)	3,155.23	8,973.04	12,128.27	0.00
516	9212	URBAN REGIONAL LIT	0.00	30,235.38	30,235.38	0.00
516	9220	TITLE VI-B FY22	0.00	816,755.08	980,844.23	(164,089.15)
516	9221	EARLY LIT SSIP (IDEA)	0.00	52,084.06	59,203.72	(7,119.66)
516	9222	URBAN REGIONAL LIT	0.00	69,452.60	78,615.02	(9,162.42)
551	9210	TITLE III FY21	0.00	7,578.73	7,578.73	0.00
551	9220	TITLE III FY22	0.00	14,201.13	14,203.68	(2.55)
572	9210	SST PRIORITY SCHOOLS	3,348.16	7,754.30	11,102.46	0.00
572	9220	SST PRIORITY SCHOOLS	0.00	63,192.62	71,599.84	(8,407.22)
587	9210	EARLY LEARNING-DISCRETIONARY FY20	2,680.32	8,076.40	10,756.72	0.00
587	9211	EARLY LIT SSIP (ELSR)	1,121.94	3,085.02	4,206.96	0.00
587	9220	EARLY LEARNING-DISCRETIONARY FY22	0.00	54,015.69	63,493.48	(9,477.79)
587	9221	EARLY LIT SSIP (ELSR)	0.00	15,897.04	18,070.10	(2,173.06)
590	9024	HUMAN CAPITAL	0.00	6,464.00	6,464.00	0.00
599	9162	EARLY LEARNING CHALLENGE FY16	4,398.65	0.00	0.00	4,398.65
599	9210	DSEC DOD STEM FY21	447.19	98,439.49	101,386.49	(2,499.81)
599	9220	DSEC DOD STEM FY22	0.00	61,506.00	58,788.30	2,717.70
			1,420,687.95	6,040,402.64	7,974,461.03	(513,370.44)

MONTGOMERY COUNTY E.S.C.  
THREE YEAR COMPARISON

March Year-To-Date

	FY20	FY21	FY22
<b>Beginning Cash Balance</b>	<b>\$ 15,741,382.62</b>	<b>\$ 5,699,202.09</b>	<b>\$ 5,616,526.53</b>
<b>RECEIPTS</b>			
Excess Costs	2,599,135.41	23,881,886.25	23,584,818.82
District Costs	21,369,573.47	-	(120,065.03)
Investments	130,409.35	34,297.48	16,777.48
Fiscal Agent, Misc, etc.	2,874,828.51	8,178,880.76	10,213,931.04
Advances Returned	262,265.91	357,941.57	581,708.85
Foundation	1,807,349.53	1,651,986.07	1,377,174.37
Other/Rental/CAFS	418,339.82	209,169.91	-
<b>TOTAL RECEIPTS</b>	<b>\$ 29,461,902.00</b>	<b>\$ 34,314,162.04</b>	<b>\$ 35,654,345.53</b>
<b>RECEIPTS + BALANCE</b>	<b>\$ 45,203,284.62</b>	<b>\$ 40,013,364.13</b>	<b>\$ 41,270,872.06</b>
<b>EXPENDITURES</b>			
Salaries	18,890,528.56	19,558,974.27	20,561,557.09
Fringe Benefits	6,187,309.93	6,427,506.92	7,269,808.11
Purchased Services	5,065,886.76	7,098,176.06	5,402,191.74
Supplies	510,616.14	630,888.60	392,913.66
Capital Outlay	139,785.59	149,654.52	294,738.88
Other	478,733.77	537,692.62	444,081.68
Advances/Transfers	-	-	-
<b>TOTAL EXPENDED w/o</b>	<b>\$ 31,272,860.75</b>	<b>\$ 34,402,892.99</b>	<b>\$ 34,365,291.16</b>
LC North/Renovations	6,399,089.61	1,105,149.80	-
<b>TOTAL EXPENDED</b>	<b>\$ 37,671,950.36</b>	<b>\$ 35,508,042.79</b>	<b>\$ 34,365,291.16</b>
<b>ENDING CASH BALANCE</b>	<b>\$ 7,531,334.26</b>	<b>\$ 4,505,321.34</b>	<b>\$ 6,905,580.90</b>
<b>CITY/COUNTY BALANCE</b>	<b>1,306,057.07</b>	<b>860,820.17</b>	<b>617,805.85</b>
<b>ADJUSTED CASH BALANCE</b>	<b>\$ 6,225,277.19</b>	<b>\$ 3,644,501.17</b>	<b>\$ 6,287,775.05</b>
<b>Outstanding Receivables</b>	<b>\$ 1,870,516.01</b>	<b>\$ 1,599,371.25</b>	<b>\$ 1,070,721.55</b>

## AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AGREEMENT FOR PURCHASE AND SALE OF ASSETS, hereinafter the "Agreement", is made and entered into as of this 25th day of April, 2022, by and between Whittle Consulting Group, Ltd., an Ohio Limited Liability Company, 1945 Martin Avenue, Fremont, Ohio, 43420, and Walter S. Whittle, Ph.D., a natural person, herein collectively designated as the "Seller", and the Governing Board of the Montgomery County Educational Service Center, a school district organized pursuant to Section 3311.055 of the Ohio Revised Code and a political subdivision of the State of Ohio, 200 S. Keowee Street, Dayton, Ohio, 45402, herein designated as the "Purchaser".

### Recitals

WHEREAS, Seller has developed, owns, and is presently engaged in the licensing to School District customers of certain deliverables set forth in Exhibit A, which include, but are not limited to, comprehensive plans identifying employee job positions, job objectives, minimum job qualifications and duties, essential job functions, descriptions of working conditions, job classifications, and job performance expectations (collectively the "Works") and providing consulting and training services related to such Works (collectively, the development, licensing, and consulting related to the Works, the "Business");

WHEREAS, Seller is presently engaged in the provision of the services described in Paragraph No. 7 of this Agreement, and the Purchaser agrees that it will, subject to the terms and conditions in Paragraph No. 7 of this Agreement, permit Seller to complete the provision of said services after Closing; and

Seller desires to sell and convey to Purchaser, and Purchaser desires to purchase from Seller, all of Seller's rights, title, and interest in and to the Works and certain other assets (collectively, and defined herein as, the "Purchased Assets") and certain post-closing obligations of Seller as defined herein, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Sale and Purchase of Assets.**

Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase from Seller all of Seller's right, title and interest in, to and under the following (the "Purchased Assets"):

(a) All copyrights, trade secrets, know-how, moral rights, and all other exclusive rights in and due to the Works, including any and all registrations and applications thereof, including the copyright registrations set forth in Exhibit B attached hereto (collectively, the "Intellectual Property");

(b) All electronic files associated with the Works, including, but not limited to the following: Seller's electronic database of Works; editable text files of such Works; drafts and variations of such Works; notes, explanations, summaries, user guides, and related information; all records pertaining to the copyright applications and registrations of any of such Works; all records pertaining to the development of the Works, including records related to authorship, revision, and references; all records pertaining to the licensing of such Works, including but not limited to all forms of customer agreements; all customer contact information; and all documents related to the marketing and promotion of the Works (all of the foregoing collectively, the "Electronic Files"); and

(c) Paper copies documents related to the Works, including any paper copies of the Electronic Files ("Paper Files").

## **2. Purchase Price.**

The purchase price for the Purchased Assets listed in Paragraph No. 1 shall be the sum of Two Hundred Eighty-nine Thousand and 00/100 Dollars (\$289,000.00), payable as hereinafter set forth. The purchase price shall be allocated as follows:

Intellectual Property and Electronic Files	\$ 289,000.00
Paper copies of all work done for past clients	\$0.00
Covenant Not to Compete as contained in Paragraph No. 8 of this Agreement	\$0.00
Consulting services set forth in Paragraph No. 9	\$0.00

The full Purchase Price shall be shall be paid to Seller in the form of certified funds at the Date of Closing. Seller shall file all returns, declarations, reports, information returns and statements, and other documents relating to taxes, if any, (including amended returns and claims for refund) as may be applicable to Seller.

## **3. Closing Date.**

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement, hereinafter "the Closing", shall take place simultaneously with the execution of this Agreement at the offices of Buyer.

## **4. Seller to Deliver Title and Possession.**

At the time of Closing, Seller shall execute and deliver an Assignment of Intellectual Property in form attached hereto as Exhibit C, whereby Seller shall assign any and all of the intellectual property rights (of any nature or character whatsoever) in, to and under the Purchased Assets to Purchaser, which shall contain full warranties of title to vest in Purchaser good, absolute and marketable title to the assets being

transferred to Purchaser by Seller, free and clear of all liens, charges and encumbrances. At the time of Closing, Seller shall also execute and deliver to Purchaser a Bill of Sale in the form attached hereto as Exhibit D, whereby Seller shall transfer all of the remaining Purchased assets, including any and all of the Electronic Files, Physical Files, and the Paper Files, which Bill of Sale shall contain full warranties of title to vest in Purchaser good, absolute and marketable title to the assets being transferred to Purchaser by Seller, free and clear of all liens, charges and encumbrances.

The Assignment of Intellectual Property and Bill of Sale contemplated by this Paragraph No. 4 shall be collectively referred to as the "Transaction Documents".

#### **5. Seller's Title.**

Seller warrants and represents that Seller has good, valid, absolute and marketable title to all of the Purchased Assets being sold to Purchaser pursuant to the terms and conditions of this Agreement. Seller warrants that the Purchased Assets hereby being transferred to Purchaser are not subject to pledges, liens, charges, security interests, encumbrances or restrictions.

#### **6. Representations of Seller.**

Seller represents and warrants to Buyer that the statements contained in this Paragraph No. 6 are true and correct as of the Closing.

Seller Whittle Consulting Group, Ltd. is an Ohio Limited Liability Company duly organized, validly existing, and in good standing under the laws of the State of Ohio. Walter S. Whittle, Ph.D., is the sole Member of the Limited Liability Company and has authorized and approved execution and delivery of this Agreement and the performance of the transactions contemplated herein, and has authorized the execution and delivery of all documents necessary or appropriate to the performance hereof. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

The execution, delivery, and performance by Seller of this Agreement and the Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the articles of organization, operating agreement, or other governing documents of Seller; (b) violate or conflict with any provision of any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, or rule of law of any Governmental Authority, collectively referred to herein as a "Law", or any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any Governmental Authority, collectively referred to herein as a "Governmental Order", applicable to Seller, the Business, or the Purchased Assets; (c) require the consent, notice, declaration, or filing with or other action by any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity ("Person") or require any permit, license, or Governmental Order; or (d) result in the creation or imposition of any charge, claim, pledge, equitable interest, lien, security interest, restriction of any kind, or other encumbrance on the Purchased Assets.

As of the Closing, Seller represents and warrants that it has fully paid and discharged all of the liabilities and/or obligations of Seller with respect to the Business and the Purchased Assets.

Seller represents and warrants that the Purchased Assets are in good operating condition and repair and is adequate for the uses to which it is being put, and that the Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Business as currently conducted. None of the Excluded Assets are material to the Business.

Seller covenants and represents that there are no claims, actions, causes of action, demands, arbitrations, lawsuits, proceedings, summons, subpoenas, or investigations of any nature, whether at law or in equity, collectively referred to herein as the "Actions", pending or, to the knowledge of the Seller, threatened against or involving Seller or any of the Purchased Assets. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action. Similarly, since September 1, 2021, and other than in the ordinary course of business consistent with past practice, there has not been any change, event, condition, or development that is, or could reasonably be expected to be, individually or in the aggregate, materially adverse to the value of the Purchased Assets.

Seller represents and warrants that is in compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

All Taxes due and owing by Seller have been, or will be, timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller. All tax returns with respect to the Business required to be filed by Seller for any tax periods prior to Closing have been, or will be, timely filed. Such tax returns are, or will be, true, complete, and correct in all respects. The term "Taxes" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

Except as disclosed to Purchaser on Exhibit E (the "Previous Licensees"), Seller represents and warrants that—to the best of its knowledge—it has not licensed, nor otherwise granted permission for the use of, any of the Purchased Assets to any third party whatsoever.

Except as disclosed to Purchaser on Exhibit F (the "Infringement Files"), Seller represents and warrants that—to the best of Seller's knowledge—no third party has interfered with, infringed upon, diluted, misappropriated, or violated any of the Seller's intellectual property rights in and to the Purchased Assets, and Seller has not given notice to any other Person of any of the foregoing. The Parties agree that Exhibit F sets forth—without revealing any confidential details of the agreement amongst Seller and the infringing third party—the name of the third party school district who did or was believed to interfere with, infringe upon, dilute, misappropriate, or violate the Seller's intellectual property rights in and to the Purchased Assets. The Purchaser understands and agrees that the term "Infringement Files" does not include any interference with, infringement upon, dilution, misappropriation, or violation of any of the

Seller's intellectual property rights in and to the Purchased Assets that is not within the actual knowledge of Seller. Purchaser understands and agrees that Exhibit F does not contain an exhaustive, global list of the Infringement Files, but Seller agrees that it will use best efforts to complete Exhibit F to the best of its knowledge.

Seller represents and warrants that no broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Seller represents and warrants that no statement contained in Paragraphs No. 5 and No. 6 of this Agreement, nor any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

#### **7. Current Commitments of Seller; Condition Precedent to Closing.**

The parties acknowledge and agree that Seller is currently performing certain services for the School Districts listed on Exhibit G attached hereto (the "Pre-existing Obligations"). Purchaser hereby agrees and acknowledges that Seller's completion of the Pre-existing Obligations after Closing, as provided for in this Paragraph No. 7, will not be in violation or in contravention of the terms of this Agreement, and Seller hereby agrees and acknowledges that only those engagements with the School Districts with which Seller has executed a valid license agreement shall be considered within the meaning of the term of "Pre-existing Obligations" at Closing. At Closing, the Seller will provide copies of executed license agreements to demonstrate the existence of any Pre-existing Obligations with the relevant School Districts that must continue after Closing. For any such Pre-existing Obligation(s), as soon as reasonably practicable after Closing, Purchaser will license to Seller the requisite materials as may be needed by Seller to continue to perform and complete the Pre-existing Obligations on such terms as are acceptable to Purchaser in its sole discretion. Seller agrees and acknowledges that it shall, following execution of the aforementioned license with Purchaser, sub-license the referenced materials to the School District on substantially the same terms as currently exists between Seller and the relevant School District, except that the sublicense agreement shall indicate that Purchaser is now the owner of the particular licensed materials. Seller expressly agrees that any license of the Purchased Assets (or any portion thereof) back to Seller shall be only for such period as is required to complete the Pre-existing Obligations and that the license shall be terminable at will of Purchaser upon completion of the Pre-existing Obligations.

#### **8. Confidentiality; Covenant Not to Compete.**

From and after the Closing, Seller and its sole Member shall hold, and shall use its reasonable best efforts to cause its or their respective directors, officers, employees, consultants, counsel, accountants, and other agents to hold, in confidence any and all information, whether written or oral, concerning the Purchased Assets, except to the extent that Seller can show that such information is generally available to and known by the public through no fault of itself or its respective representatives. If Seller or its respective representatives are compelled to disclose any information by Governmental Order or Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which is legally

required to be disclosed, provided that Seller shall use reasonable best efforts to obtain as promptly as possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information. Unless otherwise required by applicable Law, Seller shall not make any public announcements in respect to this Agreement or the transactions contemplated hereby without the prior written consent of the Buyer, in its sole discretion, and the parties shall cooperate as to the timing and contents of any such announcement. Notwithstanding the foregoing, if requested by a potential client of Seller (whether future or existing), Seller may disclose (1) that the Purchased Assets are no longer owned by Seller and (2) the identity of the Buyer as the present owner of the Purchased Assets.

Seller and its sole Member agree that, for a period of five (5) years from and after the Closing (i.e., April 25th, 2022), Seller and its sole Member will not, directly or indirectly, own, manage, operate, join, control or participate in the ownership, management, operation, or control of, or be connected with, in any manner, including but not limited to the providing of assistance to any other Person in such ownership, management, operation or control of, any business which may be in competition with the business of the Seller presently being conducted.

Seller acknowledges that a breach or threatened breach of this Paragraph No. 8 would give rise to irreparable harm to Purchaser, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Seller acknowledges that the restrictions contained in this Paragraph No. 8 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Paragraph No. 8 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction or any Governmental Order, then any court is expressly empowered to reform such covenant in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law or such Governmental Order. The covenants contained in this Paragraph No. 8 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

#### **9. Seller's Post-Closing Obligations.**

The parties hereto acknowledge that Buyer's operation and use of the Purchased Assets may require, from time to time, the reasonable assistance of Seller. The Seller, therefore, agrees to provide (on an as-needed basis), for a period of one (1) year from and after the Closing Date, reasonable assistance to Buyer to aid Buyer's operation and use of the Assets, including but not limited to electronic or virtual (and when necessary, in-person) consulting, coaching and training to Buyer as it relates to the Assets. Seller agrees

that it shall not be entitled to compensation for said services, if any, and the parties agree that Seller shall not be construed as an employee or contractor of Buyer for purposes of Chapter 145 of the Ohio Revised Code during this one (1) year period.

#### **10. Indemnification by Seller.**

Seller hereby agrees to indemnify, defend and hold Purchaser and its successors and/or assigns harmless from and after the Closing Date against any and all claims, Actions, demands, losses, liabilities, damages, fines, awards, penalties and expenses of whatever kind, including attorneys' fees and court costs, arising from or relating to any misstatement, error or omission in any of the representations and warranties of Seller contained in this Agreement or the Transaction Documents, the failure of Seller to comply with any of its obligations, covenants or agreements contained in this Agreement or the Transaction Documents, and any Third Party Claim based upon, resulting from, or arising out of the Business, operations, properties, assets (including the Purchased Assets), or obligations of Seller conducted, existing, or arising on or prior to the Closing Date. For purposes of this Agreement, "Third Party Claim" means notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing.

If any litigation, action, suit, claim, demand or other proceedings shall be commenced or asserted against Purchaser with respect to which Purchaser proposes to demand indemnification from the Seller, Seller shall be notified to that effect with reasonable promptness after the same is commenced or asserted, and Seller shall have the right to assume the control and management of the defense, compromise or settlement thereof, all at Seller's own expense; provided, however, the decisions as to employment of counsel shall be in Purchaser's sole discretion. Seller shall not settle any Action without the Purchaser's prior written consent (which consent shall not be unreasonably withheld or delayed). If Seller shall assume the defense of any claim, it shall not be responsible for any of Purchaser's legal fees thereafter accrued.

The rights and remedies provided in this Paragraph No. 10 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

#### **11. Parties to Bear Own Expenses.**

Purchaser and Seller shall each bear its own expenses incurred in preparation for and in contemplation of this Agreement being consummated, including but limited to fees for attorneys, accountants and other advisors.

#### **12. Headings.**

Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

#### **13. Counterpart Execution.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of a facsimile of an executed Agreement (counterpart or otherwise) shall be deemed the delivery of an original executed Agreement.

#### **14. Parties in Interest.**

All of the terms and provisions of this Agreement shall be binding on and shall inure to the benefit of and be enforceable by Seller and Purchaser, and their legal representatives, successors and/or assigns.

#### **15. Integrated Agreement.**

This Agreement, along with its Exhibits, and the Transaction Documents constitute the entire agreement between the parties and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth or provided for in this Agreement or the Transaction Documents. In the event of any inconsistency between this Agreement and those in the other Transaction Documents and the Exhibits, the provisions of this Agreement will control.

#### **16. Choice of Law; Venue; Jurisdiction.**

This Agreement and all performance hereunder shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of Ohio, without regard to conflicts of laws provisions. Any proceeding, dispute, claim and/or action (collectively, an "Action") shall be brought exclusively in the state or federal courts located in Montgomery County, Ohio. The Parties waive any objection which any Party may have now or hereafter to the laying of the venue of any Action and the Parties hereby irrevocably submit to the jurisdiction of the state or federal courts located in Montgomery County, Ohio in connection with any Action.

#### **17. Cooperation of Parties.**

Each party shall cooperate, shall take such further action, and shall execute and deliver such further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement and give effect to the Transaction Documents.

#### **18. Survival of Warranties and Indemnification.**

All of the representations, covenants, agreements and warranties of the Seller, as well as the obligations of the Seller with respect to indemnification, as set forth above, shall survive the Closing.

#### **19. Notices.**

All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the

date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Paragraph No. 19):

If to Seller:

1945 Martin Avenue, Fremont, Ohio, 43420  
Attention: Walter S. Whittle, Ph.D.

with a copy to:

Counsel for Seller, William Wingard  
Email: wingardw@sbcglobal.net  
Attention: William Wingard

If to Buyer:

200 S. Keowee Street, Dayton, Ohio, 45402  
Email: Shannon.cox@mcesc.org  
Attention: Shannon M. Cox, Superintendent

with a copy to:

Bricker & Eckler LLP  
Email: dlampe@bricker.com  
Attention: David Lampe, Partner

## **20. Severability.**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

## **21. Amendment and Modification; Waiver.**

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

**IN WITNESS WHEREOF**, the parties hereto have set their hands on the day and year first above written.

*Remainder of Page Left Intentionally Blank; Signature Pages Follow*

Seller:

Whittle Consulting Group, Ltd.  
An Ohio Limited Liability Company

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Walter S. Whittle, its Sole Member

Seller:

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Walter S. Whittle

Purchaser:

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The Governing Board of the Montgomery County  
Educational Service Center, a school district organized  
pursuant to Section 3311.055 of the Ohio Revised Code  
and a political subdivision of the State of Ohio

---

Printed Name

---

Title

Prepared by:  
William A. Wingard, Attorney  
Supreme Court Reg. No. 0023840  
414 Croghan Street  
Fremont, Ohio 43420  
Telephone No. 419-334-9501  
[E-Mail: wingardw@sbcglobal.net](mailto:wingardw@sbcglobal.net)

## **EXHIBIT A**

### **DESCRIPTION OF PURCHASED ASSETS**

All assets, materials, descriptions, files and storage devices (as well as their contents) subject to this Asset Purchase Agreement were previously delivered by Seller and accepted by Buyer to the physical offices of Buyer in advance of Closing. The Parties agree that any and all materials delivered to Buyer were and are to be considered part of the "Purchased Assets" for purposes of this Asset Purchase Agreement.

**EXHIBIT B****COPYRIGHT REGISTRATIONS OF SELLER****OWNER: Whittle Consulting Group, Ltd.**

REGISTRATION NUMBER	TITLE	REGISTRATION DATE
TX0006088271	Brown Local School District; Job Descriptions	2005-01-10
TX0006077427	Fairless Local School District; Job Descriptions	2004-11-15
TX0006101568	Tri-County North Local School District; Job Descriptions	2005-01-13
TX0007833556	Celina City School District; Job Descriptions	2013-12-13
TX0007833557	Franklin Local School District; Job Descriptions	2013-12-13

**OWNER: Whittle, Walter S.**

REGISTRATION NUMBER	TITLE	REGISTRATION DATE
TX0006088271	Brown Local School District; Job Descriptions	2005-01-10
TX0007833556	Celina City School District; Job Descriptions	2013-12-13
TX0006102441	Coldwater Exempted Village School District; Job Descriptions	2005-01-13
TX0006077427	Fairless Local School District; Job Descriptions	2004-11-15
TX0007833557	Franklin Local School District; Job Descriptions	2013-12-13
TX0006064320	Miami Trace Local School District; Job Descriptions	2004-10-26

REGISTRATION NUMBER	TITLE	REGISTRATION DATE
TX0006090885	Pike County Joint Vocational School; Job Descriptions	2004-11-03
TX0006101568	Tri-County North Local School District; Job Descriptions	2005-01-13
TX0006073206	Troy City School District; Job Descriptions	2004-11-15
TX0006064321	Washington Court House Local School District; Job Descriptions	2004-10-26

**EXHIBIT E**

**PREVIOUS LICENSEES OF THE PURCHASED ASSETS**

**WHITTLE CONSULTING GROUP, LTD.  
JOB DESCRIPTION CLIENT LIST**

**ADAMS COUNTY**

1. Adams County/Ohio Valley Local

**ALLEN COUNTY**

2. Apollo Career Center
3. Bluffton Ex. Village
4. Lima City

**ASHLAND COUNTY**

5. Ashland County – West Holmes Career Center

**ASHTABULA COUNTY**

6. Ashtabula County JVSD
7. Jefferson Area Local

**ATHENS COUNTY**

8. Athens City

**AUGLAIZE COUNTY**

9. Auglaize County ESC
10. Minster Local
11. New Bremen Local
12. St. Marys City
13. Waynesfield-Goshen Local

**BROWN COUNTY**

14. Eastern Local
15. Georgetown Ex. Village
16. Southern Hills JVSD
17. Western Brown Local

**CARROLL COUNTY**

18. Brown Local

**CHAMPAIGN COUNTY**

19. Graham Local
20. Triad Local

**CLARK COUNTY**

- 21. Clark County ESC
- 22. Northwestern Local
- 23. Springfield-Clark JVSD
- 24. Tecumseh Local

#### **COLUMBIANA COUNTY**

- 25. Columbiana Co. JVSD

#### **COSHOCTON COUNTY**

- 26. Coshocton City

#### **CRAWFORD COUNTY**

- 27. Colonel Crawford Local
- 28. Buckeye Central
- 29. Bucyrus City

#### **CUYAHOGA COUNTY**

- 30. Bay Village City
- 31. Berea City
- 32. Brecksville-Broadview Hts.
- 33. Chagrin Falls Ex. Village
- 34. Cleveland-University Hts.
- 35. Cuyahoga County ESC
- 36. Fairview Park City
- 37. Lakewood City
- 38. North Olmsted City
- 39. North Royalton City
- 40. Orange City
- 41. Polaris JVSD
- 42. Rocky River City
- 43. Strongsville City
- 44. Warrensville Heights City
- 45. Westlake City

#### **DARKE COUNTY**

- 46. Versailles Ex. Village

#### **DEFIANCE COUNTY**

- 47. Ayersville Local
- 48. Defiance City
- 49. Hicksville Ex. Village

#### **DELAWARE COUNTY**

- 50. Delaware County JVSD

**ERIE COUNTY**

- 51. EHOVE
- 52. Margaretta Local

**FAIRFIELD COUNTY**

- 53. Bloom-Carroll Local

**FAYETTE COUNTY**

- 54. Miami Trace Local
- 55. Washington C. H. City

**FRANKLIN COUNTY**

- 56. Franklin County ESC
- 57. INFOhio

**FULTON COUNTY**

- 58. Archbold Area Local
- 59. Evergreen Local
- 60. Fayette Local
- 61. Northwest Ohio ESC
- 62. Pettisville Local
- 63. Pike Delta York Local
- 64. Swanton Local
- 65. Wauseon Ex. Village

**GEAUGA COUNTY**

- 66. Newbury Local
- 67. Chardon Local

**GREENE COUNTY**

- 68. Beavercreek Local
- 69. Greene County JVSD
- 70. MVECA

**HAMILTON COUNTY**

- 71. Oak Hills Local

**HANCOCK COUNTY**

- 72. Arcadia Local
- 73. Cory-Rawson Local
- 74. Van Buren Local
- 75. Vanlue Local

**HARDIN COUNTY**

- 76. Ada Ex. Village
- 77. Hardin Northern Local
- 78. Kenton City
- 79. Riverdale Local
- 80. Ridgemont Local
- 81. Upper Scioto Valley Local

**HENRY COUNTY**

- 82. Four County JVSD
- 83. Liberty Center Local
- 84. Napoleon Area City
- 85. N. Buckeye Ed. Council

**HIGHLAND COUNTY**

- 86. Hillsboro City

**HOLMES COUNTY**

- 87. West Holmes Local

**HURON COUNTY**

- 88. Bellevue City
- 89. South Central Local

**LAKE COUNTY**

- 90. Kirtland Local
- 91. Painesville City Local
- 92. Willoughby-Eastlake City

**LICKING COUNTY**

- 93. Granville Ex.
- 94. Licking Valley Local
- 95. North Fork Local
- 96. Southwest Licking Local

**LOGAN COUNTY**

- 97. Benjamin Logan Local
- 98. Indian Lake Local
- 99. Ohio Hi-Point JVSD
- 100. Riverside Local

**LORAIN COUNTY**

- 101. Amherst Ex. Village
- 102. Avon Lake City

- 103. Avon Local
- 104. Firelands Local
- 105. LEECA
- 106. Lorain County JVSD
- 107. Midview Local
- 108. Wellington Ex. Village

#### **LUCAS COUNTY**

- 109. Anthony Wayne Local

#### **MADISON COUNTY**

- 110. London City
- 111. Madison-Champaign ESC
- 112. Tolles Career & Tech. Ctr.

#### **MAHONING COUNTY**

- 113. Campbell City

#### **MARION COUNTY**

- 114. River Valley Local

#### **MEDINA COUNTY**

- 115. Buckeye Local

#### **MERCER COUNTY**

- 116. Celina City
- 117. Coldwater Ex. Village
- 118. St. Henry Local

#### **MIAMI COUNTY**

- 119. Bethel Local
- 120. Piqua City
- 121. Tipp City
- 122. Troy City
- 123. Upper Valley JVSD

#### **MONTGOMERY COUNTY**

- 124. Brookville Local
- 125. Centerville City
- 126. Mad River Local
- 127. Miamisburg City
- 128. Montgomery County ESC
- 129. New Lebanon Local
- 130. Northridge Local

- 131. Trotwood-Madison City
- 132. Vandalia-Butler City
- 133. West Carrollton City

**MUSKINGUM COUNTY**

- 134. Franklin Local
- 135. Tri-Valley Local

**OTTAWA COUNTY**

- 136. Danbury Local
- 137. Genoa Area Local
- 138. Port Clinton City

**PAULDING COUNTY**

- 139. Antwerp Local
- 140. Paulding Ex. Village

**PIKE COUNTY**

- 141. Pike County JVSD

**PORTAGE COUNTY**

- 142. James A. Garfield Local
- 143. Kent City
- 144. Maplewood Career Center
- 145. Portage County ESC
- 146. Streetsboro City

**PREBLE COUNTY**

- 147. Tri-County North Local

**PUTNAM COUNTY**

- 148. Columbus Grove Local
- 149. Continental Local
- 150. Kalida Local
- 151. Leipsic Local
- 152. Pandora-Gilboa Local
- 153. Putnam County ESC

**RICHLAND COUNTY**

- 154. Madison Local

**SANDUSKY COUNTY**

- 155. Clyde-Green Springs Ex. Village
- 156. Fremont City

- 157. Gibsonburg Ex. Village
- 158. Lakota Local
- 159. Sandusky County ESC
- 160. Woodmore Local

#### **SENECA COUNTY**

- 161. Fostoria City
- 162. Seneca East

#### **SHELBY COUNTY**

- 163. Anna Local
- 164. Botkins Local
- 165. Fairlawn Local
- 166. Fort Loramie Local
- 167. Hardin-Houston Local
- 168. Shelby County ESC
- 169. Sidney City

#### **STARK COUNTY**

- 170. Fairless Local
- 171. North Canton City
- 172. Osnaburg Local
- 173. Perry Local
- 174. Sandy Valley Local

#### **SUMMIT COUNTY**

- 175. Copley-Fairlawn City
- 176. Green Local
- 177. Hudson City
- 178. NEOLA
- 179. Nordonias Hills City
- 180. Revere Local
- 181. Stow-Munroe Falls City
- 182. Summit County ESC
- 183. Tallmadge City
- 184. Twinsburg City

#### **TRUMBULL COUNTY**

- 185. Hubbard Ex. Village
- 186. Weathersfield Local

#### **TUSCARAWAS COUNTY**

- 187. Buckeye JVSD
- 188. Dover City

- 189. New Philadelphia City
- 190. Tuscarawas/Carroll/Harrison ESC

**VAN WERT COUNTY**

- 191. Crestview Local
- 192. Van Wert City
- 193. Vantage Career Center

**WAYNE COUNTY**

- 194. Green Local
- 195. Southeast Local
- 196. Triway Local

**WILLIAMS COUNTY**

- 197. Bryan City
- 198. Edgerton Local
- 199. Millcreek-West Unity Local
- 200. Montpelier Ex. Village
- 201. North Central Local
- 202. Stryker Local

**WOOD COUNTY**

- 203. Bowling Green City
- 204. Elmwood Local
- 205. Northwood Local
- 206. Otsego Local
- 207. PENTA Career Center

**OUTSIDE OHIO**

- 208. Howard-Suamico (WI)
- 209. Montrose (MI)
- 210. Noblesville (IN)
- 211. Porter Township (IN)
- 212. South Spencer (IN)
- 213. Swartz Creek (MI)
- 214. Union City Area (PA)

## **EXHIBIT F**

### **INFRINGEMENT OF INTELLECTUAL PROPERTY OF SELLER BY THIRD PARTIES**

#### **Closed Cases**

1. Abby Kelly Charter (Waterford Public Schools)
2. Allen East LSD
3. Bloom-Vernon LSD
4. Buckley Community
5. Chimacum SD
6. Clearview LSD
7. Commodore Perry SD
8. Connotton
9. Davenport SD
10. Eastmont SD
11. Fall River Public Schools
12. Ft. Thomas Unified SD
13. Hamilton M S Academy
14. Harmony SD
15. Holdrege Public Schools
16. Imagine Indigo Ranch
17. Los Gatos Christian School
18. Mobius Industries USA, Inc.
19. Morgan LSD
20. Mt. San Jacino
21. Muskingum Valley ESC
22. Newfield SD
23. Norfolk Public Schools
24. Olmsted Falls SD
25. Perrysburg EVSD
26. Popular Bluff SD
27. Shaker Heights SD
28. Shawnee LSD
29. Southwest Licking LSD
30. Spencerville LSD
31. St. Raymond
32. Stark County ESC
33. Sundown ISP
34. The Tomorrow Center (Mount Gilead EVSD)
35. West Geauga

#### **Unresolved - Full Documentation**

1. Albuquerque
2. Auburn Career Center
3. Batavia Local
4. Bellevue School District No 405
5. Boaz City

6. Brawley Union H.S.
7. Cincinnati Generation Academy
8. Crawford AuSable
9. Crestwood
10. Darrington
11. Eatonville School District #404
12. Elgin Local
13. Fairfield County ESC
14. Fort Recovery Local
15. Fremont Unified
16. Guadalupe Union
17. Handover Community
18. Hathaway Brown School
19. High Island Independent
20. Joint School District 171
21. Kent School District 415
22. Lancaster City
23. Lawrence County
24. Licking County ESC
25. Linn-Mar Community
26. Little Miami Local
27. Malden Public
28. Massillon City
29. Medina County ESC
30. Mid-Ohio ESC
31. Mount Vernon Community
32. Normandy
33. Oregon City
34. Orofino Joint School District 171
35. Ottawa Hills
36. Pikes Peak
37. Queens Creek Unified
38. Rhodes School
39. Richmond Heights
40. Rolling Hills Public
41. Rossford Exempted
42. Spring Lake Park
43. Switzerland of Ohio
44. Tamalpais Union H.S.
45. Teton County School District #1
46. Thornton Academy
47. Tiffin City
48. Trumbull County ESC
49. Truth or Consequences Municipal
50. Twin Lakes School District #4
51. Unified School District 257
52. Upper Lake Union High School District
53. US Grant Career Center
54. Walnut Valley Unified
55. Washington County
56. Waynesville R-VI

- 57. Wyoming City
- 58. Yuma School

**Not Pursued - Partial Documentation**

- 1. Alia for Early Education
- 2. Allen County
- 3. Aspen
- 4. Beauford
- 5. Borough of Barrington
- 6. Bright
- 7. Central
- 8. Columbia
- 9. Conneaut Area
- 10. Crestline
- 11. Crete
- 12. Dallas Center
- 13. Deerpark City
- 14. East Muskingum
- 15. Euclid
- 16. Fairborn
- 17. Galion
- 18. Great Falls
- 19. Greene Co. ESC
- 20. Groveport Madison
- 21. Highland Local
- 22. Holt Public
- 23. Keystone Local
- 24. Knox
- 25. Lakewood
- 26. Liberty Union
- 27. Lorain City
- 28. Mapleton
- 29. Medina Career
- 30. Middletown
- 31. Milford
- 32. Mineral County
- 33. Mount Gilead
- 34. Mt. San Jacinto
- 35. North Monterey Co. Unified
- 36. Northbridge
- 37. Norton City
- 38. Oconee
- 39. Old Bridge
- 40. Ottawa Hills
- 41. Pender County
- 42. Pleasantville
- 43. Racine Unified
- 44. Richmond Heights
- 45. Riverside
- 46. Rocklin

47. S. Washington County
48. Spring Cove
49. Springboro
50. Sussex
51. Thornton Township
52. Troy CCSD
53. Upper Lake Union H.S. District
54. Valley View Community
55. Wayne County
56. Xenia Community
57. Wilmington City
58. Woodstown (NJ)
59. York
60. Zionsville Community

## **EXHIBIT G**

### **CURRENT COMMITMENTS OF WHITTLE CONSULTING GROUP, LTD.**

Pettisville Local School District

Bethel Local School District

Brecksville-Broadview Heights City School District

Chagrin Falls Exempted Village School District