

MINUTES
GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
JULY 10, 2012 4:30 PM

The Geauga County Educational Service Center board met on July 10, 2012 at 4:30 p.m., at the offices of the board for the purpose of conducting their regular business meeting. Members present were: Mrs. Koster, Mr. Battles, Mr. Burnett, Mr. Gilson, Mrs. Cavanaugh. Guest: Mr. James Koster.

MOTION:

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

MOTION:

Mr. Battles moved and Mrs. Cavanaugh seconded the motion to approve the minutes from the June 18, 2012 regular meeting with the correction that Mrs. Koster voted "no" on the motion to approve Brianne Bush's parental leave for 2012/2013. Vote: Mr. Battles, yes; Mrs. Cavanaugh, yes; Mr. Gilson, yes; Mrs. Koster, yes; Mr. Burnett, yes.

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

- 1) June financial statement.
- 2) June warrants written.
- 3) June investments.
- 4) July invoices payable.
- 5) Fund to Fund transfers and advances to be approved for the 2011-2012 fiscal year as on the attached. All advances will be returned to General Fund when the funds are available.

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

Mr. Galemme discussed the following:

- 1) Shared services and P-16.
- 2) Office lease with the County.
- 3) Legal update.
- 3) West Geauga superintendent search results.

MOTION:

Mr. Battles moved and Mr. Gilson seconded to approve the personnel items as follows:

- 1) Bus drivers to be approved to drive in the Geauga County Schools during the 2012/2013 school year. Lists attached.

2) Employee Resignations:

Brianne Bush, Speech Therapist
Effective July 31, 2012. Letter attached.

Rosemarie Griffin, Speech Therapist
Effective July 31, 2012. Letter attached.

Jackie DeWeese, Preschool Teacher
Effective July 31, 2012. Letter attached.

Michele Wargo, Gifted Coordinator
Effective July 31, 2012. Letter attached.

3) New Employees:

Michael Abraham, ED Supervisor
One year limited contract, effective August 1, 2012 through July 31, 2013.
Salary - \$75,000.00, 220 days, all benefits included.

Christine Casseday, Intervention Specialist at Notre Dame Elementary School
One year non bargaining unit limited contract, effective August 1, 2012
through July 31, 2013, Salary – BA Step 4 - \$38,514.00, 185 days, all benefits
included.

Cindy Llamas, Intern Central Office Secretary
Effective June 26, 2012, as needed basis.
\$8.00 per hour, no benefits included.

Kari-Ellen Organiscak, ED Teacher
One year limited contract, effective August 1, 2012 through July 31, 2013.
Salary – MA + 15, Step 5, \$48,453.00, 185 days, all benefits included.

Alexandra Winick, Early Childhood Intervention Specialist
One year limited contract, effective August 1, 2012 through July 31, 2013.
Salary – MA + 15, Step 3, \$44,726.00, 185 days, all benefits included.

Steve Young, Higher Education Liaison
Effective August 1, 2012 through July 31, 2013 not to exceed 30 days.
Salary - \$300.00 per day, no benefits included.

Karen Quay, Teen Pregnancy Prevention Lead Classroom Instructor
Effective July 1, 2012 through June 30, 2013.
Salary - \$30,900.00.

4) Contract Renewals:

Pam Gingerich, Preschool Educational Assistant
Continuing contract, effective July 1, 2012.
Salary - \$10.77 per hour x 7.5 hours x 186 days - \$15,024.15, all benefits included.

Kelly Misterka, MD Educational Assistant
Two year limited contract, effective July 1, 2012 through June 30, 2014.
Salary - \$11.56 per hour x 7.5 hours x 186 days - \$16,126.20, all benefits included.

5) Appoint Wendy Jovan as Coordinator of Pupil Services for the Ledgemont Local Schools. This will satisfy the requirement to allow her to get a temporary administrative certificate.

6) Professional meeting requests for attendance:

Kristen Liguzinski, Trish Randall, Carrie Koch, Shelley Adams – Preschool Teachers and Renee Siperke – Preschool Aide to attend Early Learners Instruction, Cuyahoga County ESC, August 1 & 2, total approximate cost: \$250.00.

Dana Titus, Psychologist, to attend Response to Intervention Summer Institute, Independence, August 6 & 7, total approximate cost: \$115.00.

7) Approval of additional summer supplemental contracts as attached.

8) Contract change:

Stacy Heatwole, Speech Therapist
Changing from 185 days to 148 days for the 2012/2013 school year.
Salary - \$44,888.80.

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

MOTION:

Mr. Battles moved and Mrs. Koster seconded the motion to approve the following:

- 1) Contract with McGowan and Markling, effective July 1, 2012 through June 30, 2013. Attached.
- 2) Memorandum of Understanding between Geauga Board Employees Association and the Geauga County Educational Service Center. Attached.
- 3) Approve and execute Lease between the Geauga County Board of Commissioners and the Geauga County Educational Service Center for rental space at 470 Center Street, Chardon – Building 2 and Building 8. Lease attached.
- 4) Memorandum of Understanding between Notre Dame Elementary School and the Geauga County Educational Service Center. Attached.
- 5) Approval of Independent Consultant list with assigned districts listed. Attached.

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

August board meeting – Tuesday, August 21 at 7:00 p.m.

MOTION:

Mrs. Koster moved and Mr. Battle seconded the motion to adjourn the meeting at 5:30 p.m. Vote: Unanimous approval. Motion carried.

TIME: 14:53

FUND TO FUND TRANSFERS, ALL FUNDS

(RECEIVED)

DATES 06/01/2012 THRU 06/30/2012

SORTED BY TRANSACTION DATE

TRANS NO	ITEM NO	TRANS DATE	STS DESCRIPTION OR SOURCE	TI FUND FUNC OBJ SPCC SUBJ	OPU IL JOB	TRANS AMOUNT
062712	0001	06/26/2012	F ADVANCE TO HIGHER EDUC. #506	07 001 7410 921 0000 000000 000 00 000	FROM ACCOUNT	2,727.78-
				08 506 5210 9107 000000 000	TO ACCOUNT	2,727.78
CHECK NO: 059518 VENDOR NO: 999999 PURCHASE ORDER NO: 0054182 P.O. ITEM NO: 0001						
062712	0001	06/27/2012	F ADVANCE IN FROM GENERAL	07 001 7410 921 0000 000000 000 00 000	FROM ACCOUNT	1,488.60-
				08 463 5210 9121 000000 000	TO ACCOUNT	1,488.60
CHECK NO: 059526 VENDOR NO: 999999 PURCHASE ORDER NO: 0054188 P.O. ITEM NO: 0001						
061712	0001	06/29/2012	F Advance from General Fund	07 001 7410 921 0000 000000 000 00 000	FROM ACCOUNT	58.20-
				08 506 5210 9107 000000 000	TO ACCOUNT	58.20
CHECK NO: 059555 VENDOR NO: 999999 PURCHASE ORDER NO: 0054198 P.O. ITEM NO: 0001						
062912	0001	06/27/2012	F BRD TRANSFERS APPRVD. JUNE 12	07 001 7200 911 9001 000000 000 00 000	FROM ACCOUNT	6,335.94-
				08 001 5100 0000 000000 000	TO ACCOUNT	6,335.94
CHECK NO: 059528 VENDOR NO: 999999 PURCHASE ORDER NO: 0054190 P.O. ITEM NO: 0001						
062912	0002	06/27/2012	F BRD TRANSFERS APPRVD. JUNE 12	07 001 7200 911 9002 000000 000 00 000	FROM ACCOUNT	19,623.36-
				08 001 5100 0000 000000 000	TO ACCOUNT	19,623.36
CHECK NO: 059528 VENDOR NO: 999999 PURCHASE ORDER NO: 0054190 P.O. ITEM NO: 0002						
062912	0003	06/27/2012	F BRD TRANSFERS APPRVD. JUNE 12	07 001 7200 911 9004 000000 000 00 000	FROM ACCOUNT	100.00-
				08 001 5100 0000 000000 000	TO ACCOUNT	100.00
CHECK NO: 059528 VENDOR NO: 999999 PURCHASE ORDER NO: 0054190 P.O. ITEM NO: 0003						
062912	0004	06/27/2012	F BRD TRANSFERS APPRVD. JUNE 12	07 001 7200 911 9007 000000 000 00 000	FROM ACCOUNT	9,725.00-
				08 001 5100 0000 000000 000	TO ACCOUNT	9,725.00
CHECK NO: 059528 VENDOR NO: 999999 PURCHASE ORDER NO: 0054190 P.O. ITEM NO: 0004						
062912	0005	06/27/2012	F BRD TRANSFERS APPRVD. JUNE 12	07 001 7200 911 9008 000000 000 00 000	FROM ACCOUNT	7,530.31-
				08 001 5100 0000 000000 000	TO ACCOUNT	7,530.31
CHECK NO: 059528 VENDOR NO: 999999 PURCHASE ORDER NO: 0054190 P.O. ITEM NO: 0005						
GRAND TOTAL DEBITS:						47,589.19-
GRAND TOTAL CREDITS:						47,589.19
GRAND TOTAL:						0.00

STATUS (STS) CODES:

A-RECEIPT B-REFUND OF RECEIPT V-VOID REFUND OF RECEIPT X-REDUCTION OF EXPENDITURE
 C-APPROPRIATION OR BUDGET MODIFICATIONS D-EXPENSE/SUPPLIES DISTRIBUTION F-FUND TO FUND TRANSFER

**BUS DRIVERS
2012-2013
PRE-APPROVAL BY THE BOARD
PENDING RECEIPT OF ALL REQUIRED DOCUMENTS
FOR THE FOLLOWING DISTRICTS**

Kenston

Dale T. Ausperk
Andrea Bailey
Anne M. Bongalis
Janet I. Brazil
Fran L. Buffington
Leonard G. Busta
Grace A. Catania
Candice W. Channing
David B. Consolo
Therese A. Corlett
Denise A. Cuper
Erika L. Custis
Susan L. D'Amico
Daniel D. Dawson
Karen L. Downing
Wendy N. Duncan
Renee L. Ebelender
Joanne L. Edic
Anita M. Hajdu
Linda K. Hamilton
Robert A. Hamilton
Linda M. Herbst
Patricia D. Herendeen
Pauline A. Hiros
Stanley D. Keeney
Kimberly P. Lamb-Stitts
Victoria McClellan
Elizabeth A. Minadeo
Linda L. Murphy
Patricia I. Page
Michele A. Pavlik

Rita S. Pealer
Debra A. Price
Lynn A. Rhodes
Roger L. Rodhe
Lena C. Roff
Lynette K. Slezak
George D. Wagner

**VAN DRIVERS
2012-2013
PRE-APPROVAL BY THE BOARD
PENDING RECEIPT OF ALL REQUIRED DOCUMENTS
FOR THE FOLLOWING DISTRICTS**

Kenston

Sandra Dezman
Lorraine Embrescia
Deborah Fantauzzo
Tanimnual Hanlon
Shirley Henderson
Connie Hess
Kristina Janko
Susan Koch
Janine Taylor

**BUS DRIVERS
2012-2013
PRE-APPROVAL BY THE BOARD
PENDING RECEIPT OF ALL REQUIRED DOCUMENTS
FOR THE FOLLOWING DISTRICTS**

Cardinal

Marilyn R. Anderson
Kevin E. Borntreger
Mark J. Brockway
Patricia A. Burkey
Robert L. Delbo
Sandra Harley
Jim Howard
Jerry R. Jacobs
Joyce B. Kiviniemi
Laura Klatik
Nancy J. Kothera
Rod Lovas
Elaine S. Mansfield
Doris E. McLaughlin
Samuel J. Miller
Dawn M. Parnaby
Richard W. Reighard
Elizabeth A. Sanders
Anne O. Slater
Petra M. Springer
Tammy J. Stanley
Vanessa N. Tucholski
Valerie Warner
Thomas C. Westover
Roger K. Winzer
Mary Anne Wright

Geauga County Educational Service Center
470 Center Street Building 2
Chardon, Ohio 44024

June 22, 2012

Dear Matt Galemme and Board Members:

I regret to inform you that I am resigning my position effective immediately as a Speech/Language Pathologist with the Geauga County Educational Service Center. I enjoyed working for the GCESC and appreciate the experience and knowledge that I have gained.

Sincerely,

A handwritten signature in cursive script that reads "Brianne Bush".

Brianne Bush

cc: Sharon Knotek

Petersen Lorri

From: Griffin Rosemarie
Sent: Monday, July 02, 2012 2:09 PM
To: Jancik Dana; Knotek Sharon; Petersen Lorri; Sotkovsky Sue
Subject: Resignation

Hello. I just wanted to say thank you for the opportunity to work at the county. I loved working in the preschool at kenston. I enjoyed being a member of the team at gardiner. I wanted to let you know that I will be resigning from my position. If you have any questions or concerns please don't hesitate to contact me at 440-382-2369.

Sincerely,

Rose

Rosemarie Griffin M.A. CCC/SLP BCBA
Speech Language Pathologist
Board Certified Behavior Analyst
440-543-2822 Ext. 3067

Jacqueline Hunt-DeWeese
5519 US Hwy 6
Hartsgrove, oh 44085
440-474-9319

June 20, 2012

To whom it may concern,

This letter is to officially notify Geauga County ESC that I am resigning from my position as a Preschool Intervention Specialist at Gardiner ELC at the end of my contracted year (August 2012). I have taken another position that is much closer to my house, but I thank you for providing me with a wonderful experience this school year. Thank you again and I wish Geauga the best of luck in the future.

Sincerely,
Jacqueline Hunt-DeWeese

MICHELE L. WARGO
577 Oakwood Trail • Painesville, OH 44077
(440) 915-1157
mwargo@hotmail.com

July 9, 2012

Dear Mr. Glemmo,

I am writing to inform you that I have accepted a position with the Educational Service Center of Cuyahoga County and will therefore be resigning from my position as gifted coordinator for the Geauga County Educational Service Center pending board approval on July 18, 2012.

I would like to thank you for providing me with the opportunity to collaborate with other professionals who understand the importance of ensuring all students are academically prepared for their futures. It has been an exciting, challenging and productive year.

As you make the arrangements to find my replacement, please do not hesitate to contact me if you need assistance.

Sincerely,



Michele Wargo

SUMMER 2012 EXTENDED SCHOOL YEAR (Additions)

	Job	Approx. Hrs	Hourly Rate	Total
CARDINAL				
Maggie Cook	Speech Therapist	3 hours	\$ 41.51	\$ 124.53
CHARDON				
Michelle Szastak	VI Consulting	1 hour	\$ 31.58	\$ 31.58
KENSTON				
Michelle Szastak	VI Consulting	5 hours	\$ 31.58	\$ 157.90
JoAnn Weaver	Educational Assistant	3.5 hours	\$ 10.67	\$ 37.35
Jackie DeWeese	Teacher	23 hours	\$ 29.15	\$ 670.45
PRESCHOOL				
Stacy Heatwole	Speech Therapist	4 days	\$ 291.55	1166.184
WEST GEAUGA ESY				
Donna Weber	Braille Transcription	75 hours	\$ 14.00	\$ 1,050.00
Janine Ricketts	Occupational Therapist	as needed	\$ 39.09	TBD
Michelle Szastak	Orientation and Mobility	as needed	\$ 31.58	TBD
STARS ESY Addition				
Greg Sopko	Educational Assistant	4 days	\$ 107.81	431.25

**2012-2013 SCHOOL YEAR
ESC SCHOOL LAW HOTLINESM
AGREEMENT**

The **Ohio Educational Service Center Association** ("OESCA") is partnering with the law firm of **McGown & Markling Co., L.P.A.** ("Firm") to provide eligible OESCA members with additional services through the *School Law HotlineSM*, which is owned and operated by the Firm only.

The Geauga County **Educational Service Center Governing Board** ("Governing Board") and Firm enter into this Agreement for the provision of legal services as outlined below for the 2012-2013 school year (i.e., July 1, 2012, through June 30, 2013). This Agreement is at-will and may be terminated by either party at any time.

SCOPE OF ENGAGEMENT

- I. Eligible OESCA Member/Political Subdivision: Every OESCA member and Political Subdivision that does not have a conflict with the Firm or any client of the Firm, as determined by the Firm, is eligible to participate in the *School Law HotlineSM*. For example, the Firm cannot represent the Governing Board with respect to any matter adversarial to the OESCA.
- II. Attorney-Client Relationship:
 - A. An attorney-client relationship exists on a matter-by-matter basis only with the applicable constraints set forth within the Ohio Rules of Professional Conduct. An attorney-client relationship between the Governing Board and Firm exists for those matters wherein the Firm actually provides legal services for the Governing Board. In other words, no attorney-client relationship exists if no legal services are provided in any matter.
 - B. The OESCA shall know the existence of this Agreement only. The OESCA shall never be privy to any attorney-client privileged communication.

- III. School Law Hotline Hours: The Firm shall serve as school law hotline counsel for the Governing Board's service area provided that this Agreement is executed **on or before August 1, 2012**. The Firm reserves the right, at its sole discretion, to extend the deadline upon the request of the Governing Board.
- A. The Firm shall provide the eligible Governing Board with ten (10) complimentary hours of legal services for the 2012-2013 school year.
 - B. The Firm shall provide each eligible Political Subdivision within the Governing Board's service area with 10 complimentary hours of legal services for the 2012-2013 school year.
 - C. The Firm shall also provide, upon the request of the Governing Board, 10 complimentary hours of legal services for the 2012-2013 school year to those eligible school districts/boards of developmental disabilities outside the Governing Board's service area provided that the governing board serving that area does not execute this Agreement **on or before August 1, 2012**.
 - D. A separate school law hotline agreement must be executed between each eligible Political Subdivision and the Firm, a copy of which is attached hereto and incorporated herein.
 - E. Any additional hours billed beyond the 10 complimentary hours referenced above, shall be billed at a blended hourly rate of \$225 for general school law work and \$195 for collective bargaining negotiations (property valuation matters will be negotiated at our flat fee rates or a blended hourly rate of \$150) – as compared to our regular hourly rates of \$275 to \$150 which may be billed to our non-*School Law Hotline*SM clients. These hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters.

F. Expenses

a. In addition to the above hourly rates, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Governing Board.

b. Travel Time

1) If the Firm believes that the presence of a Firm attorney at the Governing Board Office is required in order to provide legal services on a matter, the time traveled to and from the Governing Board Office shall not be billed to the Governing Board. Only travel expenses at IRS rates shall be billed.

2) If the Firm believes that the presence of a Firm attorney at the Governing Board Office is not required in order to provide legal services on a matter and the Governing Board nonetheless requests the attendance of an attorney, the time traveled to and from the Governing Board Office shall be billed to the Governing Board, as well as travel expenses at IRS rates.

G. Hotline questions shall be directed to the Firm by the superintendents, treasurers, and/or designees only, thereby preserving the attorney-client relationship between the Firm and Governing Board.

H. **Nothing in this Agreement limits the ability of the Governing Board or any participating school districts/boards of developmental disabilities to obtain legal services from additional law firms.**

George

EDUCATIONAL SERVICE CENTER GOVERNING BOARD:

By: _____
_____, President Date _____

By: _____
_____, Superintendent/CEO Date _____

By: _____
_____, Treasurer/CFO Date _____

Resolution No.: _____

McGOWN & MARKLING Co., L.P.A.:

By: *Matthew John Markling*
Matthew John Markling, Director

May 1, 2012
Date

McGOWN | MARKLING

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

June 21, 2012

This Memorandum of Understanding (MOU) shall permit Wendy Jovan to act as Coordinator of Pupil Services for the Ledgemont School District during the 2012-13 school year. The attached job description shall be used in assigning duties. This position shall be in addition to Wendy's regularly assigned duties as school psychologist. This MOU will supersede the Collective Bargaining Agreement between the Geauga Board Employees Association and the Geauga County Educational Service Center Board of Education (August 1, 2010 - July 31, 2013) Article 1, Recognition, Section 1.0200, Bargaining Unit Defined, subsections 1.0201 (Included) and 1.0202 (Excluded) for the 2012-2013 school year only.

This MOU will be non-precedent setting and will in no way be used in future negotiations as an indication that the Geauga Board Employee Association intends or agrees with any change in the current contract language.



GEAUGA COUNTY BOARD OF COMMISSIONERS

Tracy A. Jemison Mary E. Samide William S. Young

470 Center Street • Building 4 • Chardon, Ohio 44024-1071

June 28, 2012

*Glen Vernick, Director
Department of Maintenance
470 Center Street, Building #1
Chardon, OH 44024*

Dear Mr. Vernick:

Please be advised that during session on June 28, 2012, the Board of County Commissioners took the following action:

Motion: by Commissioner Jemison, seconded by Commissioner Young to approve and execute a Lease between the Geauga County Board of Commissioners and the Geauga County Educational Service Center for rental space at 470 Center Street, Building #2 and Building #8 for the period July 1, 2012 through June 30, 2015, at the rate of \$65,568.98 for the first year, \$67,536.04 for the second year, and \$69,562.11 for the third year.

<i>Roll Call Vote:</i>	<i>Commissioner Jemison</i>	<i>Aye</i>
	<i>Commissioner Young</i>	<i>Aye</i>
	<i>Commissioner Samide</i>	<i>Aye</i>

Very truly yours,

*Christine Blair
Commissioners' Clerk*

c: Budget and Finance Administrator

LEASE

THIS LEASE, made as of this 28th day of June, 2012, by and between the Geauga County Educational Service Center (hereinafter referred to as "Lessee"), whose address is 470 Center Street, Building #2, Chardon, Ohio 44024, and the Geauga County Board of Commissioners (hereinafter referred to as "Lessor").

WITNESSETH THAT:

1. PREMISES AND TERM

In consideration of the rents, covenants and agreements herein contained the Lessor hereby lets and leases unto the Lessee, 5,975 square feet of office space located at 470 Center Street, Building #2, Chardon, Ohio 44024 (as further described in Exhibit A attached hereto) and 721 square feet of office space located at 470 Center Street, Building #8, Chardon, Ohio 44024 (as further described in Exhibit B attached hereto) (hereinafter collectively referred to as the "Premises"). The term of this Lease shall be for a period of three (3) years, beginning on the first day of July, 2012, and ending on June 30, 2015. Either party may terminate the Lease with sixty (60) days notice.

2. RENT

The Lessee hereby covenants and agrees to pay the Lessor as rent for the said Premises during the first year of the term (Year 2012-2013) the sum of Sixty Five Thousand Five Hundred and Sixty Eight Dollars and 98/100 (\$65,568.98), payable in equal monthly installments of Five Thousand Four Hundred and Sixty Four Dollars and 08/100 (\$ 5,464.08) each. Lessee agrees to pay Lessor during the second year of the term (Year 2013-2014) the sum of Sixty Seven Thousand Five Hundred and Thirty Six Dollars

and 04/100 (\$67,536.04), payable in equal monthly installments of Five Thousand Six Hundred and Twenty-Eight Dollars and 00/100 (\$ 5,628.00) each. Lessee agrees to pay Lessor during the third year of the term (Year 2014-2015) the sum of Sixty Nine Thousand Five Hundred and Sixty Two Dollars and 11/100 (\$69,562.11), payable in equal monthly installments of Five Thousand Seven Hundred and Ninety Six Dollars and 84/100 (\$ 5,796.84) each. All rent shall be payable in advance on the first day of each and every calendar month during said term at such place as the Lessor may designate in writing.

3. INSURANCE AND INDEMNITY

(a) Lessee shall, during the entire term hereof, keep in full force and effect a policy of liability and property damage insurance with respect to the Premises, and the business operated by Lessee and any sublessees, or other occupants in the Premises in which the limits of public liability shall be not less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per accident and in which the property damage liability shall not be less than One Hundred Thousand Dollars (\$100,000.00). The policies shall name Lessor, any person, firms or corporations designated by Lessor, and Lessee as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice. The insurance shall be in an insurance company approved by the Lessor and a copy of the policy or a certificate of insurance shall be delivered to the Lessor prior to occupancy and at least fifteen (15) days prior to the expiration of any policy.

(b) Lessee agrees to indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person or entity, arising from the conduct or

management of, or from any act, work, or thing whatsoever, done, or not done, by or on behalf of, Lessee, its successors and/or assigns, in or about the Premises, and will further indemnify and save Lessor harmless against and from any and all claims arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, pursuant to the terms of this Lease, or arising from any act or negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon.

4. USE

The Premises are to be occupied and used only for general office purposes by the Lessee. The Lessee will use and occupy said premises in a careful, safe and proper manner, and will comply with the direction of the proper public officers as to the use thereof; and Lessee will not allow said Premises to be used for any purpose or in any way that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified.

5. CONDITION OF PREMISES

The Lessee has examined and knows the conditions of said Premises and has received the same in good order and repair, and that no representations as to the condition or repair thereof have been made by Lessor that are not herein expressed, except that the Premises are fit for the use as herein described.

Upon commencement of the term of this lease, Lessor represents that the leased Premises comply with all applicable federal, state, and local government and agency laws, building codes, rules and regulations concerning Lessee's use and occupancy

thereof. Lessor shall comply with all federal, state, county and village laws and ordinances, rules, regulations and permits of any duly constituted governmental authority, agency or body affecting or respecting the Premises, for the use or occupancy of the same, including, but not limited to, all rules, regulations, permits and operating procedures that apply to Lessee's specific needs and all other operations it will conduct in the building and on the Leased Premises, during the lease term and any extensions thereof.

6. QUIET ENJOYMENT

Lessor hereby covenants and agrees that if Lessee shall promptly and faithfully perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during said term have the peaceable and quiet enjoyment and possession of the Leased premises without hindrance or claim from any persons lawfully claiming the Premises save and except in the event of the taking of said Premises by public or quasi-public authority as provided in paragraph 15 herein below.

7. ASSIGNMENT AND SUBLETTING

Lessee shall not assign or in any manner transfer this Lease or any estate of interest therein without the previous written consent of Lessor and shall not sublet the Premises or any part or parts thereof or allow anyone to use the Premises or to come in with the Lessee, either through or under the Lease, without like consent, which consent Lessor agrees shall not be unreasonably withheld or delayed. Consent to one or more assignments of this Lease or subletting of said Premises shall not operate to exhaust or waive Lessors' rights under this paragraph.

8. ALTERATIONS, SIGNS AND FIXTURES

Lessee may make, at its own cost and expense and with Lessor's prior written consent, alterations, changes or improvements to the Premises as may be proper and necessary for the conduct of Lessee's business and for the full beneficial use of the Premises provided that the same shall not materially weaken or impair the structural strength or stability of the Premises.

Lessee may, with the prior consent of the Lessor, which consent shall not be unreasonably withheld or delayed, place signs of professional quality on the exterior of the Premises advertising Lessee's business and identifying the entrances and shipping and receiving areas of the Premises provided such signs comply with any and all applicable governmental laws, rules, and regulations. Lessee agrees to remove the sign or signs at the expiration or sooner termination of this Lease, or any renewal or extension thereof, and to repair, at its own expense, any damage to the Premises, Building, or Real Property caused by such installation on and removal. Except as otherwise provided, the furnishings and equipment installed in the Premises by Lessee and paid for by Lessee which Lessee shall have installed therein without intending to make the same a permanent installation shall remain the property of the Lessee and may be removed by Lessee upon the termination of this Lease, provided that any of such as are affixed to the Premises and require severance may be removed only if Lessee shall repair any damage caused by such removal.

9. UTILITIES

Lessor shall assume the cost of utilities for the Premises, including, but not limited to, gas, electric, phone and water. Lessee shall assume the cost of any trunk, fax,

any desired DSL lines, as well as any long distance charges incurred for normal office activity of the Lessee. Lessor shall invoice Lessee for the cost of same.

10. MAINTENANCE AND REPAIRS

Lessor shall at their expense:

(a) Maintain in good condition and repair, and make all necessary repairs and replacements to the exterior of the Building, and to the roof foundation and floor;

(b) Make all necessary exterior and interior structural repairs and replacements to the Building;

(c) Provide and maintain in good order and repair and make all necessary replacements to all water, sewer, gas and electrical services lines, all heating, air conditioning and ventilating system(s) or apparatus (the "HVAC"), the electrical and plumbing fixtures and utility lines, and all windows and doors.

(d) Lessor shall be responsible for the cost of removal of all trash from the premises.

Lessor shall be responsible for the cost of cleaning the Premises, the repair or replacement of light bulbs and fluorescent bulbs and other non-structural equipment in the Premises. Lessee shall also be responsible for all minor repairs to the interior of the Premises.

Lessee shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewage, or the bursting, leaking or running of any cistern, tank, washstand, water closet or waste pipe in, above, upon, or about said building or Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door or otherwise, nor for any damage arising

from acts or negligence of co-tenants or other occupants of the same building, or any owners or occupants or adjoining or contiguous property.

11. LESSOR'S INSURANCE

Lessor, at their sole cost and expense, shall keep the Building with all improvements thereon insured (1) in an amount not less than the full replacement cost thereof (excluding foundation and excavation costs) against loss or damage by fire and lightning, including, by an extended coverage endorsement, windstorm, hail, explosion (except boiler); and (2) against such other risks, or a similar or dissimilar nature, as are or shall be customarily covered with respect to premises similar in construction, general location, use and occupancy to the Building.

12. SURRENDER

On the last day of the Term of this Lease, or on the sooner termination thereof, Lessee shall peaceably surrender the premises in as good condition and repair as the same shall be at the commencement of the Term (loss by fire or other casualty insurable by standard extended coverage insurance, ordinary wear and tear, taking by eminent domain and failure of Lessor to maintain and repair excepted) and deliver the keys at the office of Lessor or Lessor's agent.

13. ACCESS BY LESSORS

Lessor shall have the right to enter the Premises at any reasonable time during the term hereof to make any alterations or repairs to the Building or the Premises which Lessor may deem necessary or appropriate for its safety and preservation provided that Lessor shall exercise reasonable care so as not to disturb or hinder Lessee's uses and activities.

14. DESTRUCTION

If the Premises hereby leased are damaged or destroyed in part by fire or other casualty ordinarily insurable under full standard extended coverage insurance in Ohio during the Term hereof, Lessor shall repair the same to good tenantable condition with reasonable speed. The rent herein provided shall abate entirely in case the entire Premises are untenable, and pro rata for any portion rendered untenable in case a part only is untenable, until the same be restored to a tenantable condition. In the event the Premises or the Building shall be destroyed to the extent that it could not be repaired within thirty (30) days from the happening of the destruction or damage, Lessor or Lessee, may at their option, terminate this Lease forthwith by written notice to the other party. In the event this Lease is not so terminated, rent shall be abated equitably for the term and part of the Premises which are unsuitable for Lessee's uses.

Lessor and Lessee agree that if Lessee shall be deprived of possession of the Premises for any reason, not due to some act or failure to act required of Lessee under the terms of the Lease, then the rent shall be abated prorata for each day Lessee is deprived of possession of the Premises.

15. EMINENT DOMAIN

In the event that the Premises or any part thereof shall at any time after the execution of this Lease be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim, or to have paid to the Lessee any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of the Lessee in or to said property, in which event Lessee upon request of Lessor so to do will execute any and all releases or other

documents as shall be required by such public or quasi-public authority. However, nothing herein contained shall be construed to prevent the Lessee from asserting against the condemner any separate and independent claims for damages occurring by reason of said condemnation for personal property, business, good will, cost of removing equipment, or moving expenses. In the case of such taking or condemnation referred to in this paragraph, then if and when there is an actual taking of physical possession of the Premises or any part thereof in excess of thirty percent (30%) of the total floor area thereof, then either the Lessor or the Lessee may cancel and terminate this Lease as to the whole of the Premises by giving notice to the other party within ten (10) days after such actual taking of physical possession. If this Lease is not terminated as above provided following any of said actual takings, then the Lessor shall repair the Building at their own expense. In the event of a partial taking of the Premises, a proportionate allowance shall be made in the Rent based on the proportion of the Premises remaining as compared to the original Premises.

16. HOLDING OVER

If Lessee shall remain in possession of all or any part of the leased Premises after the expiration of the term of this Lease or any renewal thereof, then Lessee shall be deemed a tenant of the leased Premises from month to month at the same rental and subject to all the terms and provisions hereof, except only as to the term of this Lease.

17. REMEDIES

All rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

18. INVALIDITY OF PARTICULAR PROVISION

If any covenant, agreement or condition of this Lease or the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, agreement or condition to persons, firms or corporations or to circumstances other than those as to which it is invalid or enforceable, shall not be effected thereby. Each covenant, agreement or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

19. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and cannot be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

20. SUCCESSORS AND ASSIGNS

Except as otherwise provided herein, the covenants, terms, conditions, provisions and undertakings in this Lease or any renewals thereof shall extend to and be binding upon the successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party, as if in each and every case so expressed, except as otherwise provided herein.

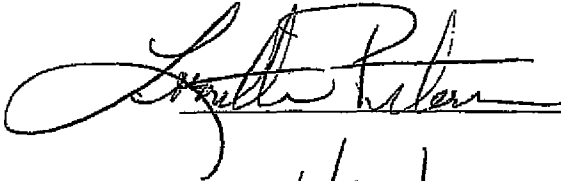
21. DISPUTES

Any litigation arising hereunder shall be brought in a Court of Competent Jurisdiction of Geauga County, Ohio.

Jurisdiction of Geauga County, Ohio.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease of the
day and year first above written.

IN THE PRESENCE OF:



Date: 6/20/12

LESSEE

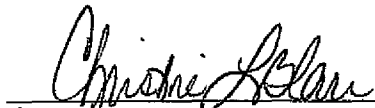
Geauga County Educational Service Ctr

Sign: Matthew Galemme

Print Name: Matthew Galemme

Title: Superintendent


IN THE PRESENCE OF



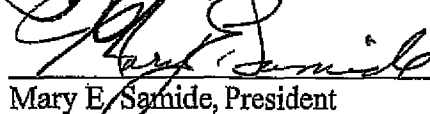
Date: June 28, 2012

LESSOR

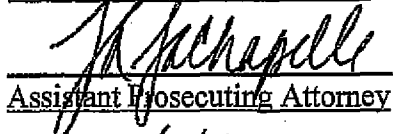
Geauga Board of County Commissioners


William S. Young


Tracy A. Jernison


Mary E. Samide, President

APPROVED AS TO FORM:


Assistant Prosecuting Attorney

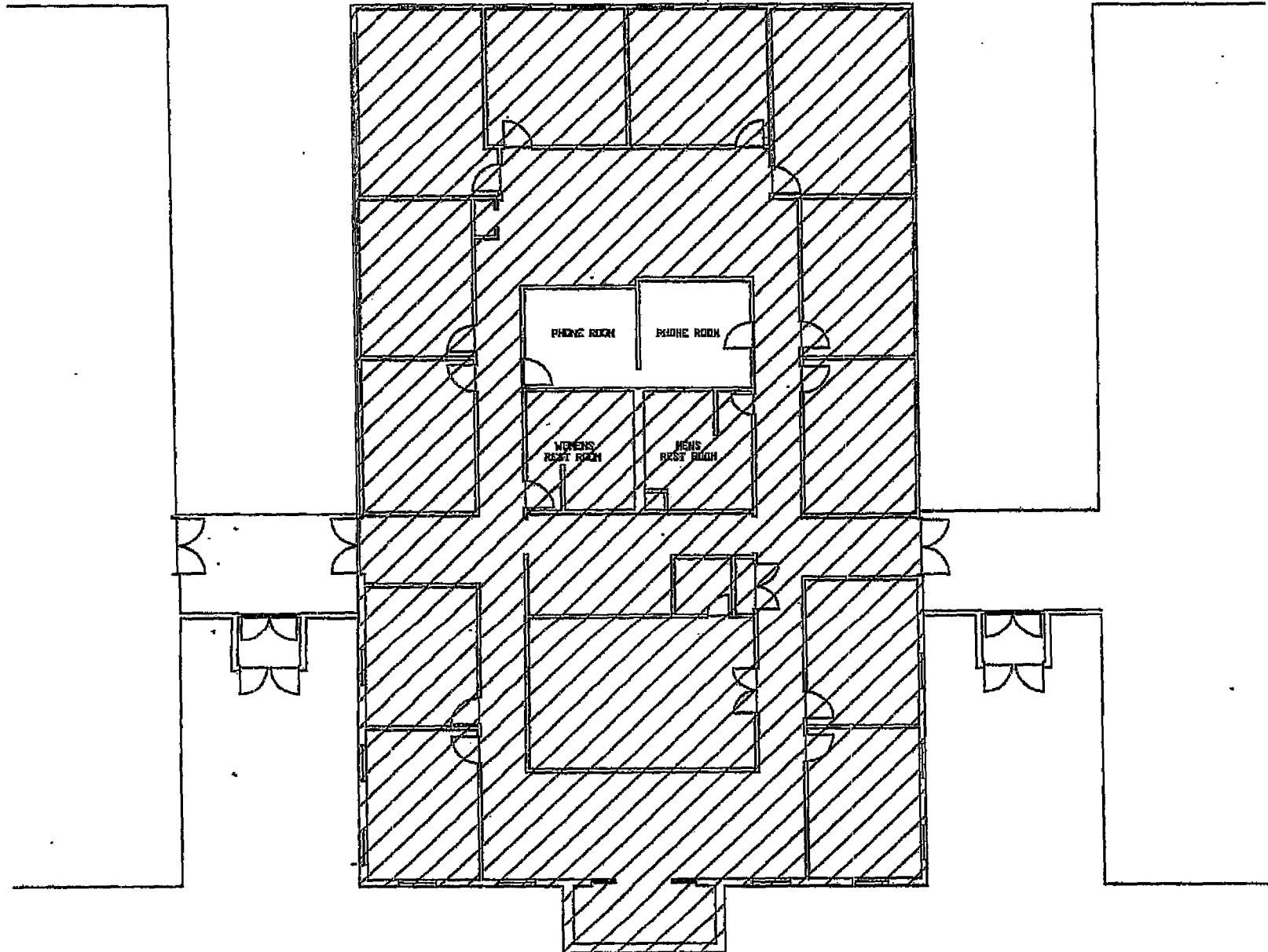
6-14-12
Date

BUILDING 2 = 6,250 SQ. FT.
PHONE ROOM = 275 SQ. FT.
BOE = 5,975 SQ. FT.

Exhibit "A"

BUILDING 3

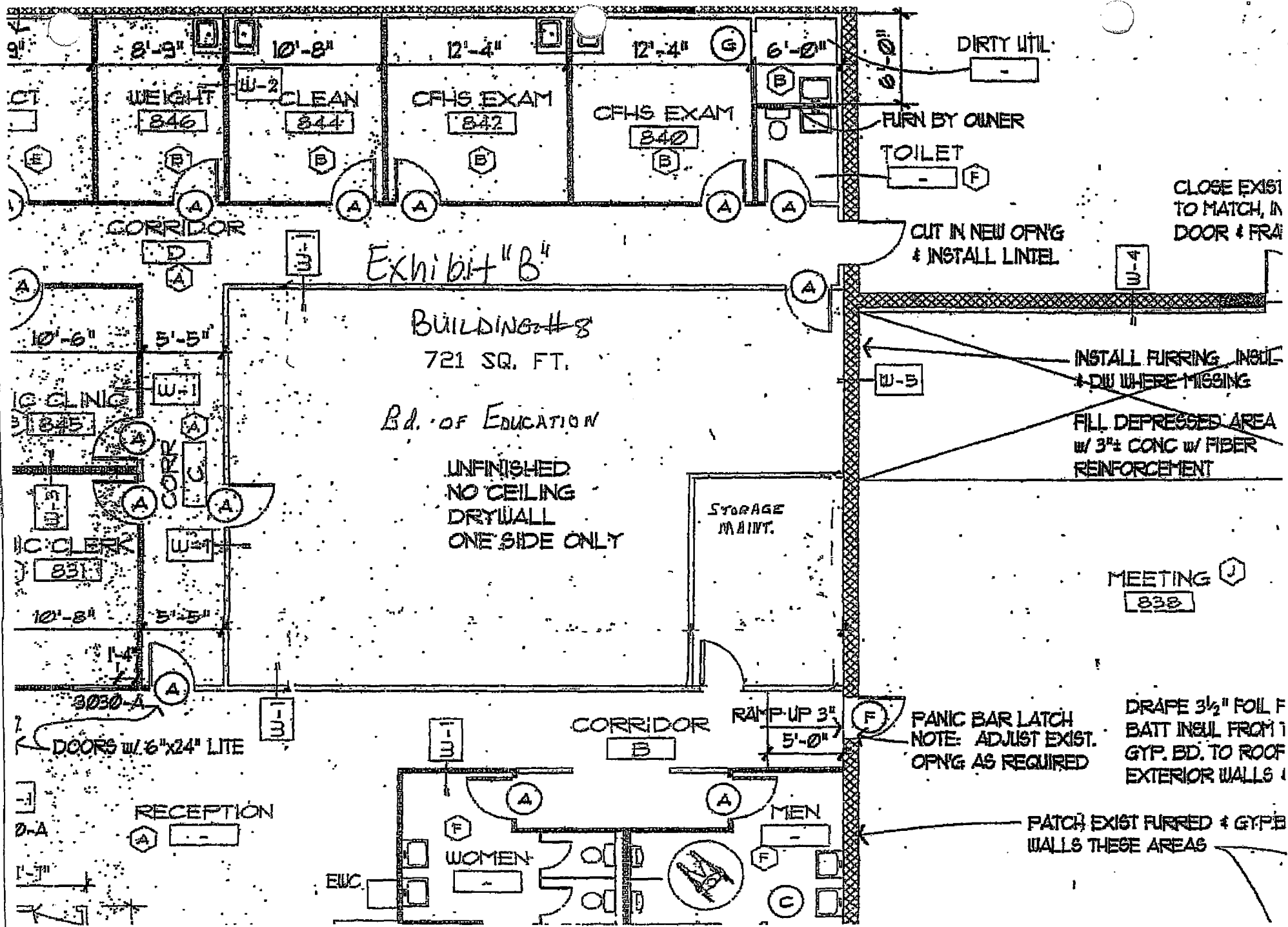
BUILDING 1



○

○

○



Memo of Understanding


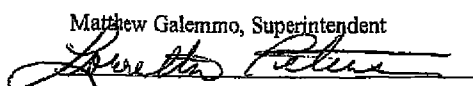
This memo of understanding dated July 10, 2012 outlines the agreement between the Geauga County Educational Service Center (GCESC) and Notre Dame Elementary School (13000 Auburn Road; Chardon, Oh.) to employ Christine Casseday as a Jon Peterson Scholarship staff provider. It is recognized that Notre Dame Elementary has been approved by the Ohio Department of Education (ODE) as a Jon Peterson Scholarship provider for 12-13 school year.

The agreement to extend to Ms. Casseday a one year limited contract was based on the terms specified below. The Principal of Notre Dame, Barb Doering and Christine Casseday agreed to these terms during a conference held on April 17, 2012 at the GCESC with Superintendent Galemmo.

1. Ms. Casseday is being contracted to provide services to Notre Dame students receiving the Jon Peterson Scholarship. Contract renewal beyond the 12-13 school year is contingent upon the continued status of Notre Dame as an Ohio Department of Education approved scholarship provider.
2. Ms. Casseday will receive a one year limited contract for the 12-13 school year. Compensation will be based on BA, Step 4 totaling \$38,514. Notre Dame Elementary is fiscally responsible for 100% of Ms. Casseday's salary and benefits which will total \$52,703.43 for the 12-13 school year. Any additional benefit costs, stipends, mileage or professional development fees are fully the responsibility of Notre Dame Elementary School.
3. Ms. Casseday will hold non-bargaining unit status with the GCESC. It is understood that she will not accrue seniority, tenure or that will she be able to participate in any bargaining unit activities.
4. Notre Dame Elementary is required to comply with all staff entry requirements specified within the Jon Peterson Provider Application User Manual published by ODE.
5. Renewal of this contract will be determined on an annual basis.
6. The assignment of duty and general supervision of Ms. Casseday will be the responsibility of the Notre Dame Elementary Principal.
7. Notre Dame Elementary must provide the GCESC with notice in the event that their scholarship provider status is terminated or they desire to contract for services with another fiscal agent.
8. The Governing Board of the Geauga County ESC may elect to terminate this agreement in the event that the employee has been convicted of criminal activity or child abuse.

Participants sign and date below:


Barbara Doering, Notre Dame Elementary


Matthew Galemmo, Superintendent

Loretta Petersen, Treasurer

INDEPENDENT CONTRACTORS 2012-2013 SCHOOL YEAR

<u>NAME</u>	<u>POSITION</u>	<u>DISTRICT</u>	<u>RATE/HOURS/DAYS</u>
Belew, Dee	Braille Transcriber	W. Geauga	\$13.00 per hour as needed
Burkhart, Christine	LPN-Part Time	W. Geauga	\$23.48 per hour up to 20 hours per week
Geib, Jocelyn	Autism Consultant	Preschool/ Twinkle Program	\$450.00 per day up to a maximum of eight days
Mansfield, Dawn	One on One LPN	Cardinal	\$23.48 per hour up to 40 hours per week
Miller, Alisha	LPN-Part Time	W. Geauga	\$23.48 per hour up to 20 hours per week
Neilson, Dawn	Vision Specialist	All Districts (based on student roster)	\$55.00 per hour as needed
Rakes, Barbara	Social Worker	Berkshire & Preschool	\$225.00 per day up to 36 days
Rogge, Wes	Energy Consultant	W. Geauga	\$1,416.67 per month
Tvergyak, Judy	Occupational Therapist	Newbury & MD Program	\$375.00 per day up to 4.5 days per week
Weilbacher, Shannon	LPN	Ledgemont	\$23.48 per hour up to 40 hours per week