

RECORD OF PROCEEDINGS

Held

Performing Arts Center

March 19, 2024

Bowling Green City Board of Education
Bowling Green, Ohio
March 19, 2024
Regular Meeting

The regular meeting of the Bowling Green City Board of Education was called to order by President Hovest at 6:00 p.m. on Tuesday, March 19, 2024 in the Performing Arts Center.

Roll Call: Present: Geer, Gonyer, Myers, Thompson, Hovest
Absent:

Introduction of guests and visitors: Jan McLaughlin-BG Independent News, Marie Thomas-Baird-Sentinel Tribune, and, The League of Women Voters

Opportunity for public to address the Board on agenda items – none

Special Recognitions

Bowling Green High Boys Basketball – Presented by Mason Roth, Coach
Jacob Amspoker - NLL All League Cardinal Division First Team
Ahmir Ruffin – NLL All League Cardinal Division First Team

Bowling Green High School Hockey – Presented by Connor Rogowski, Coach
Rhett Winger – NHC Red Division First Team, Forward and NHC Player of the Year
Braden Loomis – NHC Red Division First Team, Defense
Coach Connor Rogowski – NHC Co-Coach of the Year

Northwest Ohio Interscholastic Administrators Association (NW-OIAAA) **State Award of Merit**
2024 Recipient: **Michele Wolf**

Special Presentation
“**Totality**” **Ready for April 8**, Presented by Melanie Ferguson

Special Updates
Rockmill Financial Consulting: Bond Sale Summary, Presented by David Conley

Opportunity for the Board to present additional items.
Peggy Thompson – Thanked Jennifer Campos, the new Communications Director for the new Facebook posts.

Ardy Gonyer – Thanked those who came to Trivia Night for their support to the Bowling Green School Foundation.

Tracy Hovest – Update from the buildings for student needs. She would also like to discuss being on the ballot with the Board for operations.

Options were discussed amongst the Board.
Income Tax and Real Estate Levy under consideration.
What would ½% income tax generate? ¼ and ¾ - Run in forecast to see affect
What are the Length Options?
How does elementary factor in?

Board President Report
Tracy Hovest – Congratulations to winter athletics, musicians and students for performances. Select the new Treasurer in early May. Discuss operational levy to move forward.

Meeting

Held _____ 20 _____

Dr. Ted Haselman – Congratulations to Cara Maxey, DECA Teacher for receiving the Compass Award. Also, congratulations to the five students moving to the State level in the DECA Competition. The RFQ for CMR is due 4/19/2024. The practice field and geothermal field progress taking place.

11702 It was moved by Geer, seconded by Myers to approve the minutes of the board retreat/workshop of February 8, 2024, the special meeting of February 26, 2024, and the regular meeting of February 20, 2024.

Roll Call: Ayes: Geer, Myers, Gonyer, Thompson, Hovest
Nays: None Motion passed.

11703 It was moved by Thompson, seconded by Gonyer to approve the listing of expenditures and investments made February 1 through February 29, 2024, “then and now payments” and the Treasurer’s monthly report.

	THEN AND NOW		
Date	Vendor	Description	Amount
2/9/2024	Ohio BWC	2023 BWC True-up	\$ 7,287.00
2/28/2024	Technology Advisors	2nd Half Tech Support Hours	\$ 6,150.00
2/28/2024	Earl Mechanical Services Inc.	Condensate Leaks at Conneaut	\$ 11,134.90

Roll Call: Ayes: Thompson, Gonyer, Geer, Myers Hovest
Nays: None Motion passed

11704 It was moved by Myers, seconded by Geer to approve personnel as recommended by the Superintendent.

LETRS Professional Development; at the contracted BGEA rate; up to 21 hours; paid from Title I Funds
Sabrina Egli

Haley Shope	Fourth Grade	Kenwood Elem	Effective June 2, 2024
--------------------	--------------	--------------	------------------------

Total payment amount will be contingent upon completion of the supplemental contract

Megan Newlove	Prom Co-Advisor	High School	\$517.50
Corey Sexton	Prom Co-Advisor	High School	\$517.50

Roman Sommer	Mathematics	Middle School	BS – Level Entry*
Matthew Rafaly	Foreign Language	Middle School	MA – Level Entry*

*Contingent on obtaining valid & applicable Ohio Teaching License by August 20, 2024

Xavier Siler	Custodian 2nd Shift	High School	Effective Feb 26, 2024
Maira Hrovatic	Secretary	Middle School	Effective May 30, 2024

Ashley Kelley Custodian 2nd Shift Middle School Effective Mar 20, 2024
Experience Factor 2; 85 working day probation

RECORD OF PROCEEDINGS

HeldPerforming Arts CenterMarch 19, 2024

Transfer
Ashley BodiFrom: Van DriverTo: Substitute Van DriverEffective: Mar 4, 2024
Sub School Route Rate \$18.17 and Sub Field Trip Rate \$17.86

Brittney SauveFrom: Van DriverTo: Substitute Van DriverEffective: Mar 4, 2024
Sub School Route Rate \$18.17 and Sub Field Trip Rate \$17.86

OTHER PERSONNEL:

Student Activity Contracts for 2023-2024 (Occasional employees in paid/contractual positions)
Total payment amount will be contingent upon completion of the supplemental contract.

Brody BolynAssistant Track CoachHigh School\$2,000.00
All coaches possess current and valid Ohio Department of Education Pupil Activity Permits and satisfactory background checks.

Game Help 2023-2024 School Year
Middle School:
1 Game (\$20.00)2 Games (\$35.00)3 Games (\$45.00)4 Games (\$70.00)

Annmarie AltmanBailey AumillerMelanie FergusonErika Kimple
Jeremy KoehlerCaroline LayneKimberly Stevens

Additional duties related to the spring musical "The Addams Family" to be paid from the Musical Fund 300-1009:
Holly CummingsCostume Supervisor\$300.00
Adam JarvisAccompanist/Musician\$1,500.00
Joanna "Nicole" KosakowskiCostume Supervisor\$850.00

Volunteer Recognitions for 2023-2024 (Unpaid)
Robert BroseAssistant Baseball CoachHigh School
All coaches possess current and valid Ohio Department of Education Pupil Activity Permits and satisfactory background checks.

Roll Call:Ayes:Myers, Geer, Gonyer, Thompson, Hovest
Nays:NoneMotion carried.

11705 It was moved by Geer, seconded by Gonyer to approve items as requested.

By the Treasurer

Fiscal Year 2024 Appropriation Amendments

Fund	SCC	Description	Amount Increase (Decrease)
300	1903	Girls Basketball	\$4,000.00
300	1915	Girls Soccer	\$2,350.00
300	1921	Volleyball	\$10,000.00
300	1906	Cheerleading	\$10,000.00
300	1916	Softball	\$7,924.04
401	9324	St. Aloysius FY24	\$334.60
401	9424	St. Louis FY24	\$6,842.40
572	9024	Title I FY24	\$2,704.31
590	9024	Title II-A FY24	\$1,975.58
516	9024	Title 6B IDEA FY24	\$4,400.04
587	9024	IDEA-ECSE Preschool FY24	\$592.45
507	9124	ARP ESSER III FY23	(\$291,517.63)
507	9324	ARP ESSER III FY24	\$291517.63

New Fund		
Fund	SCC	Description
507	9324	ARP ESSER III FY24

Held _____ 20_____

Approval of a Title I Memorandum of Understanding 2023-20024 School Year between Patrick Henry Local School and Bowling Green City Schools for Title I pooling.

**TITLE I MEMORANDUM OF UNDERSTANDING
2023-2024 School Year**

Title I allocations are made to public school districts based on the number of low-income children residing in a particular district. Since district residents may be attending non-public schools located within another public school district's boundaries, funds allocated on a per pupil basis can be transferred from one district to another.

In accordance with federal rules and regulations, the purpose of the Bowling Green City School District non-public program is:

- 1) To supplement the educational program for eligible students in non-public schools by providing services in consultation with the non-public school administrators.
- 2) To provide student progress reports and an annual evaluation to ensure that high quality services are being delivered; and
- 3) To provide funding to support opportunities for parent involvement to facilitate meaningful two-way communication between the parents and students served through the Title I program.

In compliance with the purpose of the Title I Non-Public School program, the Bowling Green City School District and the Patrick Henry Local School District agree that:

The Bowling Green City School District will provide properly licensed educators to implement the Title I program serving eligible Patrick Henry LSD students attending St. Louis Catholic School, a non-public school within the Bowling Green CSD boundary. The amount of funding will be calculated from the Ohio Department of Education's CCIP per pupil amount based on economic eligibility as reported by the non-public school to the LEA. The number of eligible pupils times the per pupil allocation for each participating non-public school will be used to calculate the total amount due to the Bowling Green CSD from the Patrick Henry LSD.

The teacher will use a standardized assessment among multi-criterion to rank students based on academic performance and use this list to prioritize services for those in most need. The teacher will provide instruction based on the state academic content standards. The teacher will administer standardized post-tests to evaluate students' growth and the effectiveness of the Title I non-public program. Copies of student progress reports and the overall program evaluation will be shared in a timely manner with the LEA Federal Program Coordinator.

The Patrick Henry LSD will make payment to the Bowling Green CSD provided that they have complied with the above listed requirements and provided the Patrick Henry LSD with proper documentation.

- For the 2023-2024 school year, Patrick Henry LSD agrees to transfer funds from its Title I allocation in the amount of \$8,965.51 (or amount generated by the CCIP) to the Bowling Green CSD
- The Bowling Green CSD will provide school-parent compacts for the Title I students, evidence of parent involvement activities, training, materials, progress reports for Title I students, eligibility criteria and a list of students residing in its district who attend St Louis Catholic School to the Patrick Henry LSD.
- Eligible students from the Patrick Henry LSD will be identified for service by the selection procedures designed by the Bowling Green CSD
- The Patrick Henry LSD and the Bowling Green CSD agree after consultation to pool Title I funds across all participating public schools who agree to pool funds. Based on uniform criteria of educational need, the lowest-achieving Title I eligible private school children who attend St Louis Catholic School regardless of their district of residence and without regard to how much funds children from low-income families within their private school generate towards the pool will be served. Eligible low-achieving children may receive Title I services even if their school has few or no children from low-income families who generate Title I funds.

RECORD OF PROCEEDINGS

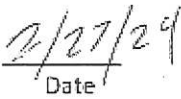
Held Performing Arts Center March 19, 2024

- The Bowling Green CSD agrees to include the student(s) being served from the Patrick Henry LSD in all required district, state and/or federal Title I reports for the 2023-2024 school year.

Dr. Ted Haselman
Bowling Green City Schools
Superintendent

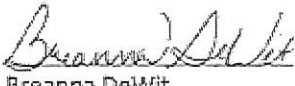
Date

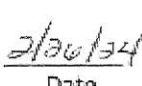

Josh Biederstedt
Patrick Henry Local Schools
Superintendent


Date

Cathy M. Schuller
Bowling Green City Schools
Treasurer/CFO

Date


Breanna DeWit
Patrick Henry Local Schools
Treasurer/CFO


Date

Approval of a "Resolution Accepting the Rates and Amounts as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor":

RESOLUTION ACCEPTING THE RATES AND AMOUNTS AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(CITY, VILLAGE OR RURAL BOARD OF EDUCATION)
Revised Code, Secs. 5705.34, .35

The Board of Education of the Wood County, Ohio, met in (regular or special) session on the day of , 2024, at the office of with the following members present:

moved the adoption of the following Resolution:

WHEREAS, This Board of Education in accordance with the provisions of law has previously adopted a Revenue Estimate for the next succeeding fiscal year commencing July 1st, 2024; and

WHEREAS, The Budget Commission of Wood County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Board of Education of the School District, Wood County, Ohio, that the rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said School District the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20____

CERTIFICATE OF COPY
Original on File

The State of Ohio, Wood County, ss.

I, _____, Treasurer of the Board of Education of the _____ School District, in said County, and in whose custody the Files and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____

now on file with said Board, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this day of _____, 2024.

Treasurer of the Board of Education of _____ School District
Wood County, Ohio

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

BOWLING GREEN CSD 2024 RATES & AMOUNTS	AMOUNT APPROVED BY BUDGET COMM. INSIDE 10 MILL LIMITATION	AMT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR EST. OF TAX RATE LEVIED	
			INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
		Column 3		
SUBSTITUTE LEVY		1,064,979.74		1.09
GENERAL FUND	3,908,182.52	20,143,512.88	4.00	48.10
BOND RETIREMENT		6,140,262.52		6.30
LIBRARY FUND				
PERMANENT IMPR.		636,295.32		1.20
STATE				
TOTAL	3,908,182.52	27,985,050.46	4.00	56.69

SCHEDULE B
Levies outside 10 mill limitation, Exclusive of Debt Levies

GENERAL FUND	MAXIMUM RATE AUTHORIZED TO BE LEVIED	AUDITOR'S ESTIMATE OF YIELD OF LEVY
Current Expense Levy Authorized by voters in 1976 for not to exceed _____ years. CONT.	20.80	6,891,167.31
Current Expense Levy Authorized by voters in 1977 for not to exceed _____ years. CONT.	2.50	828,604.26
Current Expense Levy Authorized by voters in 1979 for not to exceed _____ years. CONT.	4.50	1,655,011.19
Current Expense Levy Authorized by voters in 1981 for not to exceed _____ years. CONT.	4.30	1,588,153.07
Current Expense Levy Authorized by voters in 1985 for not to exceed _____ years. CONT.	4.00	1,799,467.04
Current Expense Levy Fund: Authorized by voters in 1988 for not to exceed _____ years. CONT.	4.00	1,825,586.90
Current Expense Levy: Authorized by voters 5/6/03 for not to exceed _____ years. CONT.	3.80	2,638,011.37
Current Expense Levy Authorized by voters on 3/17/20 for not to exceed _____ years. CONT.	4.20	2,923,511.75
PI Fund: Levy Authorized by voters on 5/4/99 for not to exceed _____ years. CONT.	1.20	636,295.32
Substitute Emergency levy Authorized by voters on 3/17/20 for not to exceed _____ years. CONT.	1.34	1,064,979.74

and be it further

RECORD OF PROCEEDINGS

HeldPerforming Arts CenterMarch 19, 2024

RESOLVED, That the Treasurer of this Board be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.
seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Adopted the _____ day of _____, 2024.

Treasurer, Board of Education of _____
School District, Wood County, Ohio

By the Superintendent

Acceptance on the following gifts:

\$651.00	Student lunch debt	Betco	Donation
\$100.00	Jr Bobcat Basics	Fite/Waldron Family	Donation
\$100.00	Panksepp, Quinn, Sanders, Wolf Memorial	Dave & Kathy Findley	Donation
\$200.00	Panksepp, Quinn, Sanders, Wolf Memorial	Sarah Zmarzly	Donation
\$50.00	BG Choirs	Chelsea Cloeter	Donation
\$260.00	HS Model UN	Mary Kern	Donation
\$25.00	HS Model UN	Phil Aaron	Donation
\$20.00	HS Model UN	Barney Aaron	Donation
\$200.00	HS Model UN	BGHS Athletic Booster Club	Donation
\$25.00	HS Model UN	Robert & Joan Callecod	Donation
\$200.00	After Prom	Gregory & Heather Shepherd	Donation
\$500.00	After Prom	CMC Group	Donation
\$100.00	After Prom	Anderson, Idczak & Konesky, Inc	Donation
\$200.00	After Prom	Newlove Realty, Inc.	Donation
\$500.00	HS Girls Soccer	Rieman Construction	Donation
\$10,000.00	Conneaut Playground Equipment	Conneaut PTO	Donation
\$134.00	2nd Grade Imagination Station	Crim Elementary PTO	Donation
	Field Trip		
\$104.00	4th Grade Mud Hens Field Trip	Crim Elementary PTO	Donation
\$95.00 value	Gift certificate Crim 5th Grade Camp Culver's Night	Audrey Leslie / Glow Hair Skin Massage Studio	Donation
\$100.00 value	Gift cards Crim 5th Grade Camp Culver's Night	Manuel Ramirez & Carmen Alvarez	Donation
\$300.00 value	Winter wear Bobcat Basics	Rita Eckert	Donation
\$75.00 value	Footballs for recess Crim Elem	Howard Family	Donation
\$57.00 value	Clothing/water bottles Conneaut Elementary	Anonymous	Donation
\$250.00 value	Male & female hygiene kits Crim 4th grade students	First United Methodist Church c/o Stacy Kerr	Donation
\$100.00 value	Clothing Crim Elementary	Anonymous	Donation
\$ 14,386.00 TOTAL			

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held 20

Adoption of a Board Resolution for Grade 3 Paper Testing for 2024-2025 school year.

Bowling Green City Schools

Board Resolution

Grade 3 Paper Testing for 2024-2025

Senate Bill 216, 132nd General Assembly, effective Nov. 2, 2018, allows districts the option of paper or online test administration only for the third-grade state assessments, beginning in the 2019-2020 school year. Specifically, Ohio Revised Code Section 3301.0711(G)(4), as amended by SB 216 provides:

Beginning with the 2019-2020 school year, a school district, other public school, or chartered nonpublic school may administer the third-grade English language arts or mathematics assessment, or both, in a paper format in any school year for which the district board of education or school governing body adopts a resolution indicating that the district or school chooses to administer the assessment in a paper format. The board or governing body shall submit a copy of the resolution to the department of education not later than the first day of May prior to the school year for which it will apply. If the resolution is submitted, the district or school shall administer the assessment in a paper format to all students in the third grade, except that any student whose individualized education program or plan developed under section 504 of the "Rehabilitation Act of 1973," 87 Stat. 355, 29 U.S.C. 794, as amended, specifies that taking the assessment in an online format is an appropriate accommodation for the student may take the assessment in an online format.

Therefore, on Tuesday, March 19, 2024 the Bowling Green City School District Board of Education resolves to adopt paper testing for Grade 3 students on the English Language Arts (ELA) test for the 2024-2025 school year.

Tracy Hovest, Board President

Ted Haselman, Superintendent

Approval of the following agreements:
Service Agreement for one special needs student between Bowling Green School District and Bittersweet Inc. for the 2023-2024 school year, February 12, 2024 through May 31, 2024.

SERVICE AGREEMENT

This agreement is entered into between the Bowling Green Local Schools District, hereinafter DISTRICT, and Bittersweet Inc., hereinafter PROVIDER.

In consideration of the provisions of this agreement and the mutual covenants and promises set forth herein, the parties agree as follows:

I. TERM

- A. The term of this agreement is from February 12, 2024 through May 31, 2024, unless terminated by either party in accordance with paragraph I.B.

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center

March 19, 2024

B. This agreement may be terminated without cause by either party, at any time, for any reason, by giving forty-five (45) days advance notice, in writing, to the other party, or at any time upon notice, in writing, if termination is for cause.

C. This agreement may be amended in writing signed by both parties.

II. PROVIDER RESPONSIBILITIES

A. Due to the COVID-19 pandemic, services will be provided in a fluctuating "hybrid" structure, between "VIRTUAL" and "IN-PERSON" offerings, which will vary in respective availability each week based on a variety of factors, including internal and community COVID cases, known exposure, and other presenting COVID risk factors, as well as corresponding school, township, county, state, and federal declarations, orders, and mandates. PROVIDER reserves the right to offer these services based on internal factors that may or may not be disclosed to DISTRICT and/or student guardians.

i. VIRTUAL services pertain to remote learning, facilitated by a licensed teacher, through an internet and/or cell phone based platform of accessibility for the student. Academic services will be IEP driven, as applicable.

ii. IN-PERSON services pertain to those in close physical proximity, traditional to typical school years.

B. The PROVIDER shall provide services to [REDACTED] hereinafter participant.

C. The PROVIDER shall write and revise the participant's Individualized Education Program (IEP) and will carry out other administrative activities associated with the IEP that are deemed appropriate and necessary, including an Alternate Assessment, progress reports, and documentation of IEP goals.

D. When appropriate PROVIDER staff shall lead and guide the participant's IEP Team. When the DISTRICT uses special IEP software they need to give access to the PROVIDER or write the IEP.

E. The PROVIDER shall provide copies of any IEP to the DISTRICT within thirty (30) days of any meeting. The PROVIDER shall notify the DISTRICT of all team meetings for the participant.

F. The PROVIDER shall provide transportation services to the participant as prescribed in the participant's IEP. These transportation services do not include transporting the participant from the PROVIDER site to and from the participant's residence.

G. The PROVIDER shall notify the DISTRICT of any needed program changes, progress, etc., and receive written authorization from the DISTRICT and the IEP Team prior to implementing any changes to the participant's program and the DISTRICT shall attend all IEP meetings.

H. The PROVIDER will develop and implement a curriculum that is appropriate to the needs of the participant.

I. The PROVIDER shall comply with all federal and state laws and regulations. The PROVIDER is a private school and shall not be required to seek any type of accreditation to provide these services.

J. The PROVIDER shall conduct criminal background checks on all employees. PROVIDER will certify that all employees have had no prior violent or serious felonies.

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held 20

- K. The PROVIDER shall provide at least one (1) hour of virtual transition services on virtual education days, and up to six (6) hours per day of transitional services on in-person service days.
- L. The PROVIDER shall provide up to 80 days of school during the span of this agreement.
- M. No person shall be excluded from participation in services which are the subject of this agreement on the basis of country of origin or residence, race, creed, color, sex, age, handicap*, or national origin.
 - i. * PROVIDER reserves the right to defer to use of VIRTUAL learning for any student that is unable to adhere to established COVID related safety protocols (physical distancing, mask wearing, hand washing/sanitizing, etc.), despite any correspondence to disability. VIRTUAL learning will continue to be offered until such time that the student's IEP team is able to implement supports that effectively mitigate said challenges and allow for safe IN-PERSON services.

III. DISTRICT RESPONSIBILITIES

- A. The DISTRICT shall take reasonable steps, in accordance with this agreement and applicable law, to ensure that services provided by the PROVIDER meet applicable quality standards and that the needs of the participant are met. Such steps to ensure the needs of the participant are met shall include periodic observation.
- B. The DISTRICT shall review the participant's IEP and ensure procedural compliance with all aspects of federal and state laws and regulations.
- C. The DISTRICT shall provide or arrange transportation to and from the PROVIDER service site for the participant. The DISTRICT'S transportation arrangement shall reasonably adhere to the PROVIDER'S regularly scheduled hours of operation.
- D. The DISTRICT shall provide any necessary assistive technology devices required to meet the requirements of the IEP, including but not limited to augmentative communication devices.
- E. The DISTRICT shall be responsible for any evaluations that are outside of the scope of services detailed under the section titled PROVIDER RESPONSIBILITIES.
- F. The DISTRICT shall be responsible for providing any ancillary services when required per the IEP.
- G. The DISTRICT, in collaboration with PROVIDER staff, shall assess, at least annually, the participant's needs and preferences related to program participation. The DISTRICT and the participant's IEP Team retain the right to determine the most appropriate placement for the participant.

RECORD OF PROCEEDINGS

Held
Performing Arts Center
March 19, 20
24

- H. The DISTRICT shall pay the PROVIDER as outlined in the section titled COMPENSATION.
- I. The DISTRICT shall provide and administer any state or district testing including Alternate Assessment.

IV. COMPENSATION

- A. The DISTRICT shall pay PROVIDER a four month tuition of \$10,446.00 PROVIDER RESPONSIBILITIES, provided that all months are provided on an in-person basis or on a virtual or hybrid virtual basis.
- B. Months where at least 75% of days of service were offered IN-PERSON, PROVIDER will bill the monthly rate of \$2,862. When operating virtually or in a hybrid model, PROVIDER will bill the DISTRICT a monthly rate of \$2,146.50. The difference between the virtual/hybrid and in-person rate of \$715.50, will be included as a credit on the invoice for the following month.
- C. The DISTRICT shall pay PROVIDER a pro-rate of \$1,860 for the month of February, followed by payments made in three equal installments beginning on March 1, 2024. The monthly installments shall continue to be due on the first day of each month thereafter until the entire amount described in paragraphs IV.A and B has been paid.
- D. In the event that this agreement is terminated by either party in accordance with paragraph I.B., the DISTRICT is responsible for paying a prorated portion of the monthly installment payment. The prorated portion will be determined by dividing the termination date of the contract by the total number of days in that month, and then multiplying that amount by the monthly installment payment.

V. MISCELLANEOUS PROVISION

- A. The parties agree that the rights, duties, and responsibilities set forth herein shall not be assigned without prior written consent of the other.
- B. All notices required to be given herein shall be in writing and shall be sent to the following addresses:

TO THE PROVIDER:

Lisa R. Lulfs, Assistant Executive Director
 Bittersweet, Inc.
 12660 Archbold-Whitehouse Road
 Whitehouse, OH 43571

TO THE DISTRICT:

Alexandra Willeby, Director of Pupil Services
 Bowling Green Local Schools District
 530 W Poe Road
 Bowling Green, OH 43402

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20____

- C. Should any portion of this agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this agreement shall remain in full force and effect unless revised pursuant to paragraph I.C. of this agreement.
- D. If either party at any time fails to require performance by the other of any provision of this agreement, such failure shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this agreement, be construed to be a waiver of any subsequent breach or default under that provision or any other provision under this agreement.

FOR THE DISTRICT:

Alexandra Willeby
Director of Pupil Services
Bowling Green Local Schools District

Date: _____

FOR THE PROVIDER:

Lisa R. Lulfs

Lisa R. Lulfs
Assistant Executive Director
Bittersweet, Inc.

Federal ID No. 34-1218722

Date: 2.22.2024

Service agreement for one special needs student between Bowling Green City Schools and Learn Well, effective February 14, 2024 (5 hours of educational services per week).



Date: 2/16/2024
To: Allie Reucher
Fax Number/Email: areucher@bgcs.k12.oh.us
From: Amy Gibson, agibson@learnwelleducation.com
File Number: Ref-293478

A student from your district has been admitted to a medical facility we partner with to provide educational services. Following this cover page is a one page agreement that must be signed and returned.

At the bottom of this page is additional information you may find helpful.

If you have any questions, please contact our office and someone will gladly assist you.

We look forward to working with both your school district and students.

Sincerely,

Kathleen Egger

Kathleen Egger
VP Teaching Operations
ph: 508-732-9101

RECORD OF PROCEEDINGS

Held

Performing Arts Center

March 19, 2024

PROCEDURE: Students assigned to LearnWell receive direct instruction and continuous administrative support. Instructors are assigned within 24 hours of our company's notification of the requirement for services. For each student served, LearnWell makes its best effort to obtain the student's individual course work from his or her school, complete the assignments with the student in a classroom setting, and return the course work to the student's school system to ensure the student remains up to date with their academics. A session report for each class session with the student is completed to document the details of the session and can be provided to the district at any point in time, upon request.

BILLING: LearnWell submits an invoice to the school system, on a weekly or monthly basis (depending on preference), and payment is expected within 30 days of receipt of invoice.

COMMITMENT: *THERE IS NO REQUIRED MINIMUM COMMITMENT FROM YOUR SCHOOL SYSTEM.* LearnWell will work with one student or one hundred students. We work in conjunction with any existing instructors and only provide services to those students assigned to our program. We will accept any preexisting assignments, or handle all issues, for which schools feel our support would be beneficial to the students.



TO: Allie Reucher
INSTRUCTION FOR: [REDACTED]
ADMISSION DATE: 2/14/2024
SERVICES TO BEGIN: 2/15/2024
LOCATION: The Emily Program - Columbus Residential
INSTRUCTION (hrs/wk): 5
File Number: Ref-293478

Additional Notes:

LearnWell will perform the following specific actions to support your student:

1. 5 hours of educational services per week, delivered individually or in a classroom setting, by a certified teacher who is a direct employee of LearnWell
2. Ongoing communication via phone, fax, or e mail, with the applicable school officer to receive, complete and return the student's school work.
3. A Session Report that documents details of each teaching session (i.e. length of session, goals, student's attitude, etc.) will accompany all invoices, upon request.

Absence Policy: Our policy is to ensure all students that are cleared and capable of being seen in class sessions, are seen with 95% accountability.

Your signature below authorizes instruction to the student named above at the rate of \$48.75 per hour of instruction. Each hour of instruction delivered in any setting requires administrative and preparation time, and LearnWell bills an additional 33% for those services (i.e., each 3 hours of teaching generates one (1) hour of admin/prep time cost).

APPROVAL SIGNATURE: _____

PRINT NAME: _____

AFTER SIGNING, PLEASE RETURN THIS PAGE VIA FAX (508-732-9998) or EMAIL (intel@learnwelleducation.com).

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held 20

Tax-Exempt Lease/Purchase Agreement between U.S. Bank Equipment Finance for vendor Applied Innovation and an associated Maintenance Plan with Applied Innovation for a 60-month copier fleet contract.



EXHIBIT F

Document Checklist

- ☐ Tax-Exempt Lease/Purchase Agreement – Execute signature block at the top of the first page of the Agreement.
- ☐ Addendum to Tax-Exempt Lease/Purchase Agreement – If required by Lessor, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution. The attester will execute the signature block below the Lessee’s signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.
- ☐ Property Schedule – 1) If the transaction can be designated as a “bank qualified” transaction – one where Lessee reasonably anticipates not issuing more than \$10 million in tax-exempt obligations in a calendar year – then you should initial the line under this section; and 2) execute the signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.
- ☐ Property Description – Exhibit A – Execute signature block at the bottom of the page.
- ☐ Amortization and Lease Payment Schedule – Exhibit B – Execute signature block at the bottom of the page. Note that the interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 05/06/2024, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.
- ☐ Certificate of Acceptance – Exhibit C – 1) if billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the “ACCEPTANCE DATE” line; and 3) execute signature block at the bottom of the page.
- ☐ Lessee’s General and Incumbency Certificate – Exhibit D – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.
- ☐ Lessee’s Counsel’s Opinion – Exhibit E – If required by Lessor, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.
- ☐ Insurance Authorization and Verification – To be filled out by Lessee and returned with the executed documents.
- ☐ Notification of Tax Treatment – Please provide your State Sales/Use tax Exemption Certificate, if applicable.
- ☐ Form 8038-GC or G – Blank form provided to Lessee. Please consult your local legal/bond counsel or tax consultant with questions.
- ☐ Original Documents – Lessor will require original documents, including original 8038 form, prior to funding.
- ☐ Validation of Board Approval – If required by Lessor, a copy of board minutes or board resolution should be provided showing approval of the contract.
- ☐ Services and Supplies Rider – If Lessee has requested that Lessor, as a convenience to Lessee, invoice Lessee for certain service and supply payments Lessee owes to Vendor, this document must be executed by Lessee in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.



Tax-Exempt Lease/Purchase Agreement

APPLICATION NO.
3040925

ACCEPTED BY LESSOR:		
FULL LEGAL NAME U.S. Bank Equipment Finance, a division of U.S. Bank National Association (“U.S. Bank Equipment Finance”)		
STREET ADDRESS 1310 Madrid Street, Suite 101		
CITY Marshall	STATE MN	ZIP 56258
SIGNATURE		DATE
PRINT NAME		
TITLE DOC ANALYST		TELEPHONE NUMBER 800-328-5371

AGREED TO BY LESSEE:		
FULL LEGAL NAME BOWLING GREEN CITY SCHOOL DISTRICT		
STREET ADDRESS 137 CLOUGH ST		
CITY BOWLING GREEN	STATE OH	ZIP 43402
SIGNATURE X		DATE
PRINT NAME		
TITLE		TELEPHONE NUMBER 419-352-3576

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center

March 19, 2024

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease/Purchase Agreement together with the Property Schedule shall be defined as the "Agreement."

LEASE TERM: The Lease Term of the Property listed in the Property Schedule (the "Lease Term") shall commence upon the commencement date of the Property Schedule (the "Commencement Date"). The Lease Term shall consist of an original term (the "Original Term"), commencing on such Commencement Date and continuing through the end of Lessee's then-current fiscal year, and a series of successive renewal terms (each, a "Renewal Term"), each contemporaneous with Lessee's budget year, with the final Renewal Term ending as provided in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 05/06/2024, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default or Nonappropriation Event, as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto, and if Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full

force and effect; (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement; (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement; (f) Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement (such failure to appropriate, a "Nonappropriation Event"), this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such a Nonappropriation Event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. A Nonappropriation Event shall not constitute an Event of Default hereunder.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder without the necessity of providing notice to or obtaining the consent of Lessee; provided that Lessee shall have no obligation to make payments to any assignee unless and until Lessee has received notice of the name, address and tax identification number of the assignee. The initial Lessor or its assignee(s) shall maintain a register of all assignees of this Agreement. To the extent permitted by applicable law, such assignees may include trust agents for the benefit of holders of certificates of participation. Lessee agrees that if Lessor sells, assigns or transfers this Agreement, Lessor's assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Lessor's obligations. Lessee agrees that Lessor's assignee will not be subject to any claims, defenses, or offsets that Lessee may have against Lessor.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held

20

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) require Lessee, at Lessee's expense, to return any or all items of Property wherever found to Lessor at such place within the United States as Lessor may designate, and for this purpose Lessor may enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorney's fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee, except with respect to Lessor's costs and expenses associated with disposition of the Property; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

COSTS AND ATTORNEY FEES: Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS: This Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

EQUIPMENT FINANCE **Property Schedule to Tax-Exempt Lease/Purchase Agreement**

This Property Schedule is entered into pursuant to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee.

- 1. Entire Agreement; Interpretation: The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein. The Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document.
- 2. Commencement Date: The Commencement Date of this Property Schedule is the date that Lessor pays Vendor for the Property. The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 05/06/2024, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.
- 3. Property Description: The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
- 4. Term and Payments: Lease Term and Lease Payments are per the attached Exhibit B Amortization and Lease Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F and in lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Lease Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment. The interest rate and Amortization and Lease Payment Schedule are subject to adjustment as provided in paragraph 2, above.
- 5. Certificate of Acceptance: Attached as Exhibit C, hereto.
- 6. Expiration: Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 05/06/2024.
- 7. Property Cost: The total principal amount under this Property Schedule for the acquisition cost of the Property is \$190,108.36.
- 8. Lessee's General and Incumbency Certificate: Lessee has provided the Lessee's General and Incumbency Certificate in the form attached as Exhibit D, hereto.
- 9. Lessee's Counsel's Opinion: If required by Lessor, Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E, hereto.
- 10. Private Activity Issue: Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").

Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".

Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center

March 19, 2024

11. Bank Qualification: Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding \$10,000,000.

Lessee initial here, if Bank Qualification is applicable.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

U.S. Bank Equipment Finance

Lessor

Signature

Date

DOC ANALYST

Print Name

Title

BOWLING GREEN CITY SCHOOL DISTRICT

Lessee

X

Signature

Date

Print Name

Title

X

Attest By Signature

Print Name

Title



Exhibit A

APPLICATION NO.
3040925

EQUIPMENT FINANCE

Property Description

VENDOR

APPLIED INNOVATION

STREET ADDRESS

5555 GLENWOOD HILLS PARKWAY

CITY

GRAND RAPIDS

STATE

MI

ZIP

49512

PROPERTY DESCRIPTION

QUANTITY	DESCRIPTION	SERIAL NUMBER	PROPERTY LOCATION
1	Ricoh IM C3510		13230 Bishop Rd Bowling Green, OH 43402
2	Ricoh IM 7000		137 Clough Rd Bowling Green, OH 43402
1	Ricoh IM C4510		137 Clough Rd Bowling Green, OH 43402
1	Ricoh IM 4000		137 Clough Rd Bowling Green, OH 43402
4	Ricoh IM 370f		542 Haskins Rd Bowling Green, OH 43402
2	Ricoh IM 7000		542 Haskins Rd Bowling Green, OH 43402
1	Ricoh IM C3510		542 Haskins Rd Bowling Green, OH 43402
3	Ricoh IM 370f		1020 Scott Hamilton Ave Bowling Green, OH 43402
2	Ricoh IM 7000		1020 Scott Hamilton Ave Bowling Green, OH 43402
1	Ricoh IM C3510		1020 Scott Hamilton Ave Bowling Green, OH 43402
2	Ricoh IM 370f		710 Kenwood Ave Bowling Green, OH 43402
2	Ricoh IM 7000		710 Kenwood Ave Bowling Green, OH 43402
1	Ricoh IM C3510		710 Kenwood Ave Bowling Green, OH 43402
8	Ricoh IM 370f		530 W Poe Rd Bowling Green, OH 43402
1	Ricoh IM C2510		530 W Poe Rd Bowling Green, OH 43402
3	Ricoh IM 7000		530 W Poe Rd Bowling Green, OH 43402
1	Ricoh IM 4000		530 W Poe Rd Bowling Green, OH 43402
1	Ricoh IM 9000		530 W Poe Rd Bowling Green, OH 43402
1	Ricoh IM C6010		530 W Poe Rd Bowling Green, OH 43402
4	Ricoh IM 370f		1079 Fairview Ave Bowling Green, OH 43402
4	Ricoh IM 7000		1079 Fairview Ave Bowling Green, OH 43402
1	Ricoh IM C3510		1079 Fairview Ave Bowling Green, OH 43402

LESSEE ACCEPTANCE

BOWLING GREEN CITY SCHOOL DISTRICT

X

NAME OF LESSEE

SIGNATURE

TITLE

DATED

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held 20



Exhibit B

APPLICATION NO.
3040925

EQUIPMENT FINANCE

Amortization and Lease Payment Schedule

Term: 60 months

Payment Structure: MONTHLY

Interest Rate: 7.86%

If the Lease Payment Dates are not defined in this Amortization and Lease Payment Schedule, the first Lease Payment shall be due 30 days after the Commencement Date and each subsequent Lease Payment shall be due monthly thereafter.

Payment No.	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Said Payment)
Beginning Balance				190,108.36	
1	3,842.09	1,245.39	2,596.70	187,511.66	193,137.01
2	3,842.09	1,228.38	2,613.71	184,897.95	190,444.89
3	3,842.09	1,211.26	2,630.83	182,267.12	187,735.13
4	3,842.09	1,194.02	2,648.07	179,619.05	185,007.62
5	3,842.09	1,176.67	2,665.42	176,953.63	182,262.24
6	3,842.09	1,159.21	2,682.88	174,270.75	179,498.87
7	3,842.09	1,141.64	2,700.45	171,570.30	176,717.41
8	3,842.09	1,123.95	2,718.14	168,852.16	173,917.72
9	3,842.09	1,106.14	2,735.95	166,116.21	171,099.70
10	3,842.09	1,088.22	2,753.87	163,362.34	168,263.21
11	3,842.09	1,070.18	2,771.91	160,590.43	165,408.14
12	3,842.09	1,052.02	2,790.07	157,800.36	162,534.37
13	3,842.09	1,033.74	2,808.35	154,992.01	159,641.77
14	3,842.09	1,015.34	2,826.75	152,165.26	156,730.22
15	3,842.09	996.83	2,845.26	149,320.00	153,799.60
16	3,842.09	978.19	2,863.90	146,456.10	150,849.78
17	3,842.09	959.43	2,882.66	143,573.44	147,880.64
18	3,842.09	940.54	2,901.55	140,671.89	144,892.05
19	3,842.09	921.53	2,920.56	137,751.33	141,883.87
20	3,842.09	902.40	2,939.69	134,811.64	138,855.99
21	3,842.09	883.14	2,958.95	131,852.69	135,808.27
22	3,842.09	863.76	2,978.33	128,874.36	132,740.59
23	3,842.09	844.25	2,997.84	125,876.52	129,652.82
24	3,842.09	824.61	3,017.48	122,859.04	126,544.81
25	3,842.09	804.84	3,037.25	119,821.79	123,416.44
26	3,842.09	784.95	3,057.14	116,764.65	120,267.59
27	3,842.09	764.92	3,077.17	113,687.48	117,098.10
28	3,842.09	744.76	3,097.33	110,590.15	113,907.85
29	3,842.09	724.47	3,117.62	107,472.53	110,696.71

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center March 19, 2024

30	3,842.09	704.05	3,138.04	104,334.49	107,464.52
31	3,842.09	683.49	3,158.60	101,175.89	104,211.17
32	3,842.09	662.80	3,179.29	97,996.60	100,936.50
33	3,842.09	641.97	3,200.12	94,796.48	97,640.37
34	3,842.09	621.01	3,221.08	91,575.40	94,322.66
35	3,842.09	599.91	3,242.18	88,333.22	90,983.22
36	3,842.09	578.67	3,263.42	85,069.80	87,621.89
37	3,842.09	557.29	3,284.80	81,785.00	84,238.55
38	3,842.09	535.77	3,306.32	78,478.68	80,833.04
39	3,842.09	514.11	3,327.98	75,150.70	77,405.22
40	3,842.09	492.31	3,349.78	71,800.92	73,954.95
41	3,842.09	470.36	3,371.73	68,429.19	70,482.07
42	3,842.09	448.28	3,393.81	65,035.38	66,986.44
43	3,842.09	426.04	3,416.05	61,619.33	63,467.91
44	3,842.09	403.66	3,438.43	58,180.90	59,926.33
45	3,842.09	381.14	3,460.95	54,719.95	56,361.55
46	3,842.09	358.47	3,483.62	51,236.33	52,773.42
47	3,842.09	335.65	3,506.44	47,729.89	49,161.79
48	3,842.09	312.68	3,529.41	44,200.48	45,526.49
49	3,842.09	289.55	3,552.54	40,647.94	41,867.38
50	3,842.09	266.28	3,575.81	37,072.13	38,184.29
51	3,842.09	242.86	3,599.23	33,472.90	34,477.09
52	3,842.09	219.28	3,622.81	29,850.09	30,745.59
53	3,842.09	195.55	3,646.54	26,203.55	26,989.66
54	3,842.09	171.66	3,670.43	22,533.12	23,209.11
55	3,842.09	147.61	3,694.48	18,838.64	19,403.80
56	3,842.09	123.41	3,718.68	15,119.96	15,573.56
57	3,842.09	99.05	3,743.04	11,376.92	11,718.23
58	3,842.09	74.53	3,767.56	7,609.36	7,837.64
59	3,842.09	49.85	3,792.24	3,817.12	3,931.63
60	3,842.09	24.97	3,817.12	0.00	0.00
		230,525.40	40,417.04	190,108.36	

The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 05/06/2024, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.

This Amortization and Lease Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

LESSEE ACCEPTANCE			
BOWLING GREEN CITY SCHOOL DISTRICT	X		
NAME OF LESSEE	SIGNATURE	TITLE	DATED



Exhibit C

APPLICATION NO.

3040925

EQUIPMENT FINANCE

Certificate of Acceptance

This Certificate of Acceptance is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of _____ and the related Property Schedule, between Lessor and Lessee (the "Agreement").

- Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20____

2. Billing Address. If billing address differs from the address listed on the Tax-Exempt Lease/Purchase Agreement please list below:

BILLING NAME			
STREET ADDRESS	CITY	STATE	ZIP

The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 05/06/2024, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date
BOWLING GREEN CITY SCHOOL DISTRICT
Lessee
X
Signature
Print Name
Title



Exhibit D

APPLICATION NO.
3040925

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of _____, between BOWLING GREEN CITY SCHOOL DISTRICT, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. If required by applicable law, Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Tax-Exempt Lease/Purchase Agreement (the "Agreement") by the undersigned.
2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule under the Agreement.
4. The acquisition of all of the Property under the Agreement and the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

BOWLING GREEN CITY SCHOOL DISTRICT	X	
Lessee	Signature of Person to Sign Agreement	Print Title of Person to Sign Agreement
Print Name of Person to Sign Agreement	Print Date that Above Person Signed this Certificate	

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center

March 19, 2024

INCUMBENCY CERTIFICATE

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of _____, between BOWLING GREEN CITY SCHOOL DISTRICT, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor ("Agreement").

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
		X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate



APPLICATION NO.
3040925

EQUIPMENT FINANCE

Insurance Authorization and Verification

Re: Tax-Exempt Lease/Purchase Agreement dated as of _____, between Lessee and Lessor.

Lessor: U.S. Bank Equipment Finance
1310 Madrid Street, Ste. 101
Marshall, MN 56258

Lessee: BOWLING GREEN CITY SCHOOL DISTRICT
137 CLOUGH ST
BOWLING GREEN, OH 43402

TO THE LESSEE: In connection with the above-referenced Tax-Exempt Lease/Purchase Agreement and the Property Schedule thereunder each dated _____ (the "Agreement"), Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

LESSOR, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$190,108.36, with deductibles no more than \$10,000.00.

*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact U.S. Bank Equipment Finance at 800-328-5371.

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

NAME OF AGENCY		NAME OF AGENT	
STREET ADDRESS		CITY	STATE ZIP
PHONE	FAX	E-MAIL	

LESSEE ACCEPTANCE

BOWLING GREEN CITY SCHOOL DISTRICT

X

NAME OF LESSEE

SIGNATURE

TITLE

DATED

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 866-405-8329. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

AGENT ACCEPTANCE

X

NAME OF AGENCY

SIGNATURE

PRINT NAME

DATED

Insurable Value: \$190,108.36

ATTACHED: PROPERTY DESCRIPTION FOR THE AGREEMENT.

Meeting

Held _____ 20_____

APPLIED INNOVATION Maintenance Plan						
Customer Information Company Name: Bowling Green City Schools Meter Contact: Meter Phone: E-Mail: Fax: Delivery Contact: Beth Krolak Delivery Contact Phone: (419) 409-1200				Date: 3/7/2024 Customer #: Representative: Jake Bell Meter Type: FM Audit Invoice Frequency: Monthly Overage Frequency: Annual Effective Date: Initial Term (Months): 60		
Make/Model	B&W Rate	Color Rate	Monthly Base Payment*	B&W Base Allowance	Color Base Allowance	Start Meter
ALL DEVICES	\$ 0.00250	\$ 0.03600	\$ 1,145.83	458,332	-	
Click Rates Locked for 60 months						
Special Instructions:						
Cancel contract on device ID Number(s): 0 *All Base Amounts are Monthly - For Payments Increments Other than Monthly Take the Base and Multiply by the Number of Months Between Invoices						
1. This agreement allows for an unlimited number of unscheduled maintenance calls, provided the calls are not a result of operator negligence. Applied Imaging's responsibility with this agreement ceases if the equipment covered is repaired or adjusted by any person other than an authorized Applied Imaging technical representative, or the supplies used are not authorized or approved by Applied Imaging. 2. Service shall be provided without additional charge 8:00 a.m. to 5:00 p.m. Monday through Friday (except National holidays), unless other arrangements have been made. 3. The maintenance service plan includes all necessary parts with the following exceptions: a. Cassettes, master units, exit trays, work trays or any item that is not related to the electromechanical operation of the equipment. b. Parts damaged by fire, water, other acts of nature, misuse or negligence on the part of the customer or operators of the equipment. c. Any system software or related connectivity support. 4. Maintenance with supplies agreements include toner, developer and photoreceptor (drum). These agreements do not include paper, staples or freight. 5. It is the customer/user's responsibility to provide power that meets the specific requirements as well as proper service access space around the equipment. If either one or both of these conditions are not met, Applied Imaging reserves the right to suspend this protection plan until the power deficiency is corrected and/or adequate service space is provided. 6. Wide Format contracts include P&L only. Supplies and Print Heads are not included.						
Acceptance			Decline Maintenance			
Customer Signature	Date	Print Name	Title	Signature	Date	
X						
Countersignature		Print Name	Title	Countersignature	Date	
X						
Network Connectivity Setup and Support						
This includes the initial network configuration of the devices listed above. I agree to allow Applied Imaging to perform the services detailed on the back of this agreement. I understand that if I do not provide the necessary information listed on the back that configuration may be delayed. I understand that if I have needs outside of this scope that they may be subject to additional charges. This maintenance plan includes ongoing network support as it relates to printing, scanning and faxing. Please see the Network Connectivity Setup and Support section of the Terms and Conditions for further details.						
Phone: (419) 409-1200						
Network Contact: Beth Krolak Network Email: bkrolak@bgcs.k12.oh.us						
Initial to Accept: Initial to Decline: 						
Meter Readings						
Applied Imaging offers - free of charge - an application that can automatically gather the meters from your print devices. Applied Imaging will install this application on your print server or workstation unless otherwise noted in the Meter Comments below.						
METER COMMENTS						

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center

March 19, 20 24

Terms and Conditions

- THIS ORDER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:
1. This order shall not be binding on Applied Imaging (herein known as "AI") until approved by AI Cororate.
 2. All shipments shall be F.O.B. our warehouse.
 3. AI reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of their obligation to accept remaining installment.
 4. AI reserves the right at any time to revoke any credit extended to buyer because of buyer's failure to pay for any goods when due or for any other reason deemed sufficient by AI.
 5. AI shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond AI's control. This includes without limitation, strikes, lockouts, fires, embargoes, war or other outbreaks of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or supplies, governmental acts and regulations, forces of nature, receipt of orders in excess of AI's scheduled production capability, or any other causes beyond AI control.
 6. AI warrants that the goods covered by this order when delivered to the buyer will be merchantable quality and free from defects in workmanship and material for a period of 90 days on new equipment and 30 days on used equipment from the date of delivery by AI under ordinary use and conditions. In no event shall AI be liable for resulting or consequential damages occasioned by any breach of warranty. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED.
 7. All claims for goods or delay in delivery shall be deemed waived unless made in writing and delivered to AI within three days after receipt of goods by buyer.
 8. Title to all goods and equipment shall remain with AI until such time as the purchase price thereof shall been paid in full.
 9. AI shall have a security interest in all goods and equipment delivered to the buyer until the purchase price for same is paid in full. At the request of AI, buyer shall execute and deliver a security agreement and/or financing statements in the form or forms submitted to buyer by AI.
 10. The customer is responsible for all data security on any owned, leased, rented or loaned equipment. This includes removal of data upon returning equipment to AI.
 11. This contract shall be governed by and construed according to the laws of the State of Michigan.
 12. This contract constitutes the entire agreement between the parties and may not be modified or terminated except in writing signed by an officer of AI.
 13. General Scope of Maintenance Coverage - This agreement covers both the labor and material for adjustments, repair and replacements of parts as required by normal use of the equipment, subject to the exception in and in accordance with these terms and conditions. This agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. Damage to the equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard supplies or other causes beyond the control of AI are not covered by this agreement and may subject customer to a surcharge or to cancellation of the agreement. In addition, AI may terminate this agreement if the equipment is modified, damaged, altered, or serviced by personnel other than those employed by AI, or if parts, accessories, or components not meeting machine specifications are fitted to the equipment. AI may charge a fee upon customer request to pick up and dispose of equipment. Connectivity issues will either be billed at current pricing for network services or covered under the Network Connectivity Setup and Support section of this document.
 14. Service Calls - Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal business hours, on weekends and holidays, will be charged at the published overtime rates in effect at the time the service call is made. AI will not handle, disconnect, or repair unauthorized attachments to components; customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds AI and its employees not at fault for claims for damages to any unauthorized parts, components or accessories resulting from service performed on AI equipment.
 15. Term - This agreement shall become effective upon receipt by AI of the signed maintenance agreement and approval of the credit application. The AI contract shall continue for one full calendar year and/or the copy allowance as specified on the face of this agreement. The agreement is for a one year period, unless noted otherwise. The agreement may be cancelled with 60 days written notice prior to the contract expiration date. If contract is cancelled prior to expiration date, a prorated penalty fee will be assessed, otherwise this agreement is automatically renewed for a like period at the then current contract rates. In the event AI is unable to repair the equipment due to the discontinuation of a part or parts by the manufacturer, AI will then credit the unused portion of the maintenance charges to the customer's account and cancel the contract. Any such credit must be used toward future purchases with AI.
 16. Charges - The initial charge for maintenance under this agreement shall be the amount set forth on the reverse side of this agreement, 11" x 17" constitutes 2 clicks. Pricing for maintenance under this agreement is subject to change on a yearly basis due to cost increase of parts and labor. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 15 days of the date of the AI invoice for each charge. In the case of the limited maintenance agreement, the initial annual charge is payable upon the signing of this agreement by customer. Customer understands that alterations, attachments, specification changes, or use of substandard supplies that cause excessive service calls may require an increase in maintenance charges and agrees to pay such charges promptly when due.
 17. Breach of Default - If the customer does not pay all the charges for maintenance or parts as provided under this agreement promptly when due (1) AI may (a) refuse to service the equipment or (b) cancel maintenance agreement (2) the customer agrees to pay AI (a) its costs and expenses of collection including the maximum attorney's fees permitted by law, said fee not to exceed 25% of the amount due under this agreement and (b) all charges for service provided before payment of the contract on a "Per Call" basis based upon published rates in effect at the time of service. There will be a processing fee of \$35.00 for NSF check.
 18. Use of Original Manufacturer Recommended Supplies - The equipment is designed to give excellent performance with original manufacturer recommended supplies including paper, toner, and fuser oil. If the customer uses other than the recommended supplies and if such supplies are defective or unacceptable for use in the machines and cause abnormality, frequent service calls or service problems, then AI may, at its option, assess a surcharge or terminate this agreement. In this event, the customer will be offered service on a "Per Call" basis based upon published rates. It is not a condition of this agreement, however, that the customer may use only AI authorized supplies.
 19. No Warranty - AI disclaims all warranties, express or implied, including any implied warranties or merchantability fitness for use, or fitness for a particular purpose. Customer agrees that AI is not responsible for direct incidental or consequential damages including, not limited to damages arising out of the use of performance of the equipment or the loss of the equipment.
 20. Miscellaneous - This agreement shall be governed by and construed according to the laws of the State of Michigan applicable to agreements wholly negotiated, executed and performed in the State of Michigan. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of AI and the customer.
- Network Connectivity Setup and Support
20. AI will confirm desired configuration from the customer. The following will be needed from the customer's network administrator:
 - a. A live network drop must be available. Wireless connectivity is available for an additional fee.
 - b. Local administrator access when we arrive onsite.
 - c. SMTP server name and/or IP address for Scan to Email.
 - d. For scan to folder, the customer's network administrator must provide credentials with write privileges to the folder.
 21. AI will install one print driver & LAN Fax Driver on up to (3) servers and/or up to (10) workstations.
 22. Includes set up of up to (10) address book destinations.
 23. Includes set up of fax forwarding to folder or email.
 24. Includes print/copy restriction on up to (10) users/dept. codes.
 25. Includes testing and training with the customer's network administrator.
 26. AI must be allowed to resolve issues by using remote access tools that will provide a connection to the customer's servers and computers. The customer is responsible for assisting in the setup of remote access. If the issue cannot be resolved remotely, an onsite trip will be billable.
 27. Support includes print driver support, scan setup (to network or folder) and network fax forwarding. The customer is responsible for providing email services for scan to email.
 28. Custom driver packages created by Applied Imaging are supported.
 29. Support is limited to the initial servers (up to 3) and the initial workstations (up to 10).
 30. Support is limited to the connection and usability of the printing devices from the network. If the issue extends to the overall function of servers, workstations, switches, hubs, routers, internet services or any other network related issue, the customer is responsible for resolving the issue prior to AI attempting to fix any issue between the network and the printing device.
 31. The customer is responsible for the maintenance of their network and hardware equipment.
 32. AI is not responsible for downtime or loss of data.
 33. Does not include/cover custom scripting, custom drivers, software or software integration.

Acceptance of the Contract for Athletic Training/Sports Medicine Services for the 2024-2025 school year with Wood County Hospital: Rehabilitation Services.



Rehabilitation Services

950 W Wooster St.
Bowling Green, Ohio 43402
Phone: 419.354.8950
WoodCountyHospital.org

Wood County Hospital of Bowling Green, Ohio, a non-profit corporation
agrees to provide the following Athletic Training services to
Bowling Green High School & Middle School for the 2024-2025 school year.

- I. A qualified Athletic Trainer assigned by the Sports Medicine Section of the Rehabilitation Services Department of Wood County Hospital will be responsible for the following:

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20____

- To act as a reasonable and prudent professional by following the guidelines and standard of the National Athletic Trainers Association (NATA) and the Athletic Trainer's Section of the Occupational Therapy, Physical Therapy, and Athletic Trainers Board, State of Ohio.
 - To attend those practices and games agreed upon by the Athletic Trainer and the Athletic Director.
 - To evaluate injuries that occur during scheduled and supervised practices and/or games; management of injuries includes, but is not limited to, sidelines/training room, and splinting/immobilization of injury as deemed necessary.
 - PHYSICIAN REFERRAL PROCEDURE will be as follows: Wood County Hospital Sports Medicine/Athletic Trainers will assess student athletes athletic related injuries that are reported to them and concur with the Parents/Guardian in the event a Physician referral is indicated. Wood County Sports Medicine/Athletic Trainers will refer to Bowling Green Orthopedics or Wood County Advanced Orthopedics, who as Team Physicians, work jointly together in the care for athletic injuries. The Athletic Trainer assigned to your school, as per State of Ohio law, works under these physicians and follows their guidelines. Any student athlete seen by another outside Physician, must follow their orders and be released to participate by that Attending Physician. In the event of administrators or coaches, who become overly involved in the Physician referral process, Wood County Hospital Sports Medicine may defer coverage of a sport if other medical agencies become involved in the care and referral process for the student athletes.
 - To provide care upon referral of a Team Physician for treatment and rehabilitation of the athlete, depending upon availability of the Athletic Trainer.
 - To recommend to coaches/administration:
 - Athlete's ability to safely return to competition.
 - Environmental conditions that may be hazardous to the athlete's health and well-being such as: lightning; temperature extremes/heat; humidity and cold; unsafe field conditions.
 - To assist in the development of pre-season and post-season conditioning programs when requested.
 - To supervise student Athletic Trainer:
 - University/College students:
 - Must be registered for credit in a practicum/internship/master's program or an independent study for Athletic Training.
 - Must have university/college supervisor.
 - Must work under supervision of the Athletic Trainer.
 - High School Students:
 - Must be assigned by the Athletic Director and supervised by the Athletic Trainer.
- II. This contract shall include the following services provided by Wood County Hospital:
- Average 40 hours per week during the school year and average 20 hours a week during the summer (no coverage the week of July 4th). Based on the season's sports schedules, the Athletic Trainer will provide a comprehensive schedule of coverage including day, date, and time. Coverage of the athletic activities beyond the initial 40 hours may be billed at the rate of \$30.00 per hour during the school year. Sports Covered:
 - Collision (football)
 - Contact (wrestling, basketball, soccer, Lacrosse)
 - Non-contact (volleyball, track and field, baseball, softball, golf, cross country)

RECORD OF PROCEEDINGS

HeldPerforming Arts CenterMarch 19, 2024

2. Any conflicts will be discussed by the Athletic Director and the Athletic Trainer.
 3. Time begins when the Athletic Trainer arrives at the school grounds.
 4. When away contest coverage is requested, travel time is considered as part of the coverage time.
 5. Home coverage conflicts will be discussed by the Athletic Trainer and the Athletic Director.
 6. There will be no coverage on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day or Christmas Day.
 7. When there is a Level 2 or 3 weather emergency there may be no Athletic Training services that day.
 8. Athletic Training coverage for OHSAA sponsored post-season events, conducted at Bowling Green High School will not be the responsibility of Wood County Hospital. The Athletic Director and Athletic Trainer can discuss any additional coverage including cost.
 9. It is recommended, when agreed upon by the parents, that athletes be referred to the Sports Trauma Clinic conducted at Wood County Hospital on Saturday mornings as scheduled from 8:30 AM to 9:30 AM for evaluation by the athletic trainer and a sports' medicine physician. Evaluations by the physicians are without charge, customary fees will be charged for diagnostic testing and for braces and splints. The Sports Trauma Clinic will be closed on holidays.
 10. Freshman/Middle School athletes may come to the high school to be seen by appointment by the Athletic Trainer during the time the Athletic Trainer is scheduled to be there. Hours will be posted outside the training room. The Athletic Trainer will not be totally responsible for coverage of the Middle School events unless otherwise mutually agreed upon within contract weekly hours.
 11. Wood County Hospital will continue to provide the Sports Medicine/First Aid Seminars for certification of athletic staff, coaches, and directors of student's extracurricular activities as required by the Ohio Department of Education, per an additional annual fee. This will be conducted in 2024- 2025 per contracts with Wood County Hospital, or on an individual sign up basis.
- III. In return for the Athletic Training services provided, Bowling Green High School agrees to provide to the Athletic Trainer:
1. Payment for Athletic Training services in the amount of \$34,200. Payments will be due according to the following schedule: \$17,100 by August 31, 2024, and \$17,100 by January 31, 2025.
 2. A room, to be called a training room, in which the Athletic Trainer may perform injury evaluations, treatments, strapping, and bracing.
 3. Supplies and equipment necessary to provide first aid care, injury evaluations, protective strapping, bracing, injury treatment, and daily record maintenance.
- IV. Coverage in Order of priority per season:
- Fall Coverage:
- Practice Coverage
 - Football, daily practice
 - Football, varsity home and away games
 - JV football, home games
 - Freshman football, home games
 - Soccer, JV and varsity home games
 - Volleyball, JV and varsity games
- Winter Coverage:
- Practice Coverage
 - Basketball, varsity and JV, freshman home games
 - Wrestling, varsity and JV home meets

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20____

Spring Coverage:

- Practice Coverage
- Baseball, varsity and JV home games
- Softball, varsity and JV home games
- Track, varsity and JV home meets

Summer Coverage:

Coverage to be agreed upon by Athletic Director and Athletic Trainer

- V. The Term of Agreement is August 1, 2024 to July 31, 2025. Any alterations or modifications to the agreement must be in writing with a 30-day notice and signed by both parties.

Bowling Green School District

Date: _____ By: _____
Athletic Director

Date: _____ By: _____
Board President

Wood County Hospital

Date: 3/12/24 By: [Signature]
Director of Rehabilitation Services

Date: 3/12/24 By: [Signature]
Sports Medicine Supervisor

Held Performing Arts Center

March 19, 20 24

WOOD COUNTY HOSPITAL

Personal Care, Professional Excellence

Rehabilitation Services Department

950 W. Wooster Street
Phone: 419-354-8950
Fax: 419-354-8748

SERVICE INVOICE

SERVICES FOR:

Athletic Training

INVOICE NO. 1037
DATE 3/11/2024

BILL TO:

Bowling Green High School
Attention: Michele Wolf
530 West Poe Road
Bowling Green, OH 43402

DATE	SERVICE DESCRIPTION	VISITS	RATE	AMOUNT
	Athletic Training Services for 2024-25			\$34,200.00
	Total may be paid or \$17,100 due by August 31, 2024 with the remainder due by January 31, 2025.			
	THANK YOU!			
			TOTAL DUE	\$34,200.00

MAKE CHECKS PAYABLE TO:

Wood County Hospital-Rehab

SEND PAYMENT TO:

Deb Butler, Director
Rehab Services Department
950 W. Wooster Street
Bowling Green, Ohio 43402

Thank you for your Business!

Roll Call:	Ayes:	Geer, Gonyer, Myers, Thompson, Hovest
	Nays:	None Motion passed

11706 Motion by Thompson seconded by Gonyer to Approve the Request for Student Trips

Approval of a student trip request for FFA student (FFA/Penta program at BGHS) to attend the Ohio FFA State Convention on May 2, 2024 through May 3, 2024 in Columbus, Ohio.

Advisor: Stephanie Conway

Costs will be paid via a combination of fundraisers and student borne payments.

Roll Call: Ayes: Thompson, Gonyer, Geer, Hovest
 Abstain: Myers
 Nays: None Motion passed

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20____

11707 It was moved by Gonyer seconded by Myers to enter into executive session to consider the
The employment of a public official and the investigation of complaints against a public employee, official,
licensee, or regulated individual.

Enter Executive Session: 7:10 p.m.
Exit Executive Session: 8:56 p.m.

Roll Call: Ayes: Gonyer, Myers, Geer, Thompson, Hovest
 Nays: None Motion carried.

11708 It was moved by Thompson, seconded by Gonyer to adjourn at 8:56 p.m.

Roll Call: Ayes: Thompson, Gonyer, Geer, Myers, Hovest
 Nays: None Motion carried.

_____President

Attest: _____Treasurer

I, Cathy Schuller, hereby certify that this is a true and accurate copy of the minutes of the Bowling Green City
School District Board of Education meeting held on March 19, 2024.

Cathy Schuller, Treasurer (Date)
Bowling Green City School District