Exhibit 1

RECORD OF PROCEEDINGS

Minutes of Bowling Green City Schools Board of Education Special Meeting

Held Administrative Office May 8 20 24

Bowling Green, Ohio
May 8, 2024
Special

The special meeting of the Bowling Green City Board of Education was called to order by President Hovest at 5:30 p.m. on Wednesday, May 8, 2024 at the Administrative Offices.

Roll Call: Present: Geer, Gonyer, Myers, Thompson, Hovest
Absent: None

11719 It was moved by Geer, seconded by Gonyer to employ Mr. Matt Feasel as Treasurer/CFO beginning August 1, 2024 through July 31, 2027 at an annual salary of $127,500.00 for year 2024/25, $130,000.00 for year 2025/26 and $132,500 for year 2026/27.

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

11720 It was moved by Myers and seconded by Thompson approving the Consulting Agreement with Mr. Matt Feasel effective May 8, 2024 through July 31, 2024 for up to 10 (ten) days at a per diem rate of $503.95.

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

11721 It was moved by Thompson, seconded by Gonyer to adjourn at 5:33 p.m.

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

_____ President

Attest: _____ Treasurer

RECORD OF PROCEEDINGS

Minutes of Bowling Green City Schools Board of Education Special Meeting

Held Administrative Office May 17, 20 24

Bowling Green, Ohio
May 17, 2024
Special

The special meeting of the Bowling Green City Board of Education was called to order by President Hovest at 4:30 p.m. on Friday, May 17, 2024 at the Administrative Offices.

Roll Call: Present: Geer, Gonyer, Myers, Thompson, Hovest
Absent: None

11722 It was moved by Myers, seconded by Gonyer to enter into executive session to discuss the employment of a public employee or official.

Enter Executive Session: 4:31 p.m.
Exit Executive Session: 5:36 p.m.

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

11723 It was moved by Myers, seconded by Thompson to adjourn at 5:36 p.m.

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

_____ President

Attest: _____ Treasurer

RECORD OF PROCEEDINGS

Minutes of Bowling Green City Schools Board of Education Regular Meeting

Held Portage Village Hall Building May 21, 20 24

Bowling Green City Board of Education
Bowling Green, Ohio
May 21, 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 Monday, May 21, 2024 the Portage Village Hall Building.

Roll Call: Present: Geer, Gonyer, Myers, Thompson, Hovest
Absent: None

Introduction of guests and visitors: Mayor William Mark Wolford, Jan McLaughlin-BG Independent News, Marie Thomas-Baird-Sentinel Tribune, Clint Corp-WBGU, and The League of Women Voters

Opportunity for public to address the Board on agenda items
Steve Bateson thanked the Board for coming out to the community of Portage.

Special Recognitions

- **FFA** **Stephanie Conway**

Zack Bechstein, Cole Brokaw, Henry Strow & Anastacia (Annie) Urban – State FFA Degree Recipients
Drew Thomas – State Proficiency Finalist (4th place)
Averie Crawford, Anastacia (Annie) Urban & Aiden Meyer – State Gold Rated Officers
Cole Brokaw, Wyatt Bechstein & Tyler Schwind – State Ag Mechanics Skills (11th Place)

- **DECA** Qualified & Competed in the International DECA Competition **Cara Maxey**

Casey Moore, Braden Loomis & Drake Joseph – Project Management: Sales Project
Jackson Horst – Personal Financial Literacy
Tessa Kirchner, Liam Triggs & Andrew (AJ) Miller - Integrated Marketing Service Campaign

- **Ohio Music Educators (OMEA) All-State Choir** **Beth Vaughn**

Elizabeth (Libby) Barnett, Rose Walters

- **Ohio Music Educators (OMEA) All-State Band** **Samantha Preisner**

Ava Peper

- **All-State Orchestra** **Shawn Hudson**

Eli Metzger

Opportunity for the Board to present additional items.
Tracy Hovest – Monthly community request to rebuild supplies for students at schools.

Board President Report
Tracy Hovest – Thank you to students and staff for all that you do and to the community for support.

Superintendent's Report
Dr. Ted Haselman – Activities continue to take place and the year has gone fast. Updated the community on the HS project and geothermal testing results.

11724 It was moved by Geer, seconded by Myers to approve the minutes of the special meeting of April 30, 2024 and the regular meeting of April 15, 2024.

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

11725 It was moved by Thompson, seconded by Gonyer to approve the listing of expenditures and investments made April 1 through April 30, 2024, "then and now payments" and the Treasurer's monthly report.

	THEN AND NOW		
Date	Vendor	Description	Amount
4/3/2024	Bittersweet, Inc.	Tuition	$ 4,722.00
4/8/2024	Rachel Wixey & Associates	District-wide Paraprofessionals	$ 33,711.76
4/15/2024	Dedicated School Staffing	Teacher Substitutes	$ 8,288.86

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

11726 It was moved by Geer, seconded by Thompson to approve personnel as recommended by the Superintendent.

CERTIFICATED PERSONNEL:

Employment for 2024-2025 (tentative salary placement pending completion of all required certification and documentation)

Christian Caple	Physical Education	Crim Elementary	BA-Level E
Sarah Sutherland	Intervention Specialist	Crim Elementary	BA-Level Entry
Deneika Miller	Art	Crim Elementary	MA-Level E
Hannah Smoyer	Fourth Grade	Crim Elementary	BA-Level Entry
Mandy Hemming	Intervention Specialist	Kenwood Elementary	MA+30-Level E

Extended Time for 2024-2025

Corey Sexton	Library Media	High School	2.5 days
Heather Fallis	Library Media	Middle School	2.5 days
Amy Kreilick	Library Media	Elementary	2.5 days
Debra Ondrus	School Counselor	Middle School	5 days
Morgan Straughsbaugh	School Counselor	Middle School	5 days
Douglas Niekamp	School Counselor	High School	Up to 15 days
Lori Maas	School Counselor	High School	Up to 15 days
Amanda McBride	School Counselor	High School	Up to 15 days
Kaila Beckrow	School Psychologist	District	10 days
Jillian Powell	School Psychologist	District	10 days
Sara Isaacs	School Psychologist	District	10 days
Brittany Howard	School Nurse	District	10 days
Courtney Ducat	School Nurse	District	5 days

Summer Work for Ag Program

Stephanie Conway	11 days	$364.64 per day

Gifted Education 2024-2025

Laura Weaver	Gifted Coordinator Duties	Stipend of $10,000.00

Contract Adjustment for 2024-2025

Lisa Mullins
From: Speech-Language Pathologist (part-time)
To: Speech-Language Pathologist (full time) MA/Level G

Bethany Slembarski
From: Speech-Language Pathologist (full time)
To: Speech-Language Pathologist (part-time/.49 time)

Cassidy Hiser
Reading Specialist
From: 1 year limited contact [April 15, 2024 BOE mtg]
To: 2 year limited contract
Transitioned from Resident Educator License to 5-year Professional License

Transfer from Unclassified I Personnel

Debra Ondrus
From: Coordinator of Community Outreach & Student Wellness
To: Guidance Counselor – Middle School
2024-2025 School Year; MA+30/Level Z

Non-Renewal – effective end of the 2023-2024 contracted school year:

Molly Barnhart	Guidance Counselor	Middle School

Third Grade Reading Guarantee June 10, 2023 - June 26, 2024; Monday - Friday 8:15am to 11:45am; June 27, 2024; 9:00am to 11:15am- Proctor EOC as assigned; At contracted BGEA hourly tutor rate; Up to 49 hours (dependent on student enrollment needs, up to one hour per week for planning)

Morgan Kuhlman	**Jennifer Ostrowski**

Fourth and Fifth Grade Math Camp; June 24, 2024 – June 28, 2024; At contracted BGEA hourly tutor rate; Up to 25 hours

Emily Bechstein	**Maggie Green**	**Cora Radtke**

Sixth, Seventh and Eighth Grade Math Camp; June 24, 2024 – June 28, 2024; At contracted BGEA hourly tutor rate; Up to 25 hours

Laura Johns	**Michelle Hanneman**	**Tamarah Matney**
Paul Reinhart	**Amanda Remaklus**	**Jami Sunday**

Professional Development

LETRS (Language Essentials for Teachers of Reading and Spelling) Module Completion $350.00; Paid with Title IIA Funds

Anne Babcock	**Nicole Behrman**	**Kaitlyn Cenci**	**Joseph Claes**
Anne Clark	**Holly Cummings**	**Jamie Donaldson**	**Bridgett Ely**
Kayleigh Evans	**Allison Gillispie**	**Amanda Grzecki**	**Bridget Hale**
Michelle Hannean	**Hope Henninger**	**Cassidy Hiser**	**Kerry Horrigan**
Joseph Nauman	**Arianne Newman**	**Betsy Nietz**	**Jennifer Ostrowski**
Heather Potter	**Devin Radcliff**	**Ashley Schmeltz**	**Bryan Schneider**
Amy Strata	**Daniel Stutzman**	**Sarah Swortchek**	**Heather Tessler**

Erins Law/Handle with Care Up to 70 minutes at contracted BGEA rate; Paid with Title IIA Funds

Emily Akuszewski	**Nicole Behrman**	**Kaela Bilski**	**Erica Blust**
Mallory Brantley	**Laura Buxton**	**Leesa Caris**	**Matthew Caris**
Margaret Carr	**Danielle Carrasquillo**	**Kaitlyn Cenci**	**Joseph Claes**
Anne Clark	**Mara Connor**	**Holly Cummings**	**Katlin Dasher**
Amy Dible	**Courtney Ducat**	**Jessica Edens**	**Sabrina Elgi**
Bridgett Ely	**William Ferguson**	**Katherine Fields**	**Rachel Fletcher**
Daniell Flick	**Wing Man Fu**	**Allison Gillispie**	**Cori Gonzales**
Amanda Grzecki	**Anthony Gutierrez**	**Bridget Hale**	**Kenneth Hale**
Melissa Hemminger	**Hope Henninger**	**Jennifer Hernandez**	**Stacia Higgins**
Cassidy Hiser	**Kerry Horrigan**	**Brittany Howard**	**Joshua Iler**
Caitlin Instone	**Kristen Instone**	**Carlos Jackson**	**Adam Jarvis**
James Jones	**Clayton Kalaf-Hughes**	**Margaret Kalmar**	**Shannon Kellough**
Kerestin Kendall	**September Killy**	**Shawn Kiss**	**Amy Kreilick**
Molly Leader	**Melissa Leimgruber**	**Shannon Lentz**	**Robyn Lewis**
Kelly Lincoln	**Sara Lucid**	**Deborah Mathias**	**Matthew McEwen**
Joy Meyers	**Sarah Morris**	**Kristin Muir**	**Cassandra Nauman**
Megan Newlove	**Arianne Newman**	**Kisha Nichols**	**Jeffrey Nichols**
Allison Nickey	**Kelli Nitschke**	**Kaycee Noe**	**Jennifer Ostrowski**
Debra Pinchoff	**Angelina Poffenbarger**	**Heather Potter**	**Barbara Powell**
Kellie Radcliff	**Cora Radtke**	**Carrie Reynolds**	**Alexis Rogers**
Thomas Ross	**Amber Ruemmele**	**Laurie Russell**	**Rachel Savarino**
Bryan Schneider	**Sabrina Smith**	**Ashley Spuhler**	**Kimberly Stevens**
Ann Strobel	**Daniel Stutzman**	**Ashley Sullivan**	**Sarah Swortchek**
Annette Teet	**Heather Tessler**	**Michelle E Thomas**	**Austin Thurman**
Veronica Villegas	**Marcie Wahba**	**Claire Westrick**	**Lauren Wethington**

Career Tech Education Middle School Certification Up to 3.5 hours at contracted BGEA rate; Paid with Title IIA Funds

Steven Aungst	**Brent Cummings**	**Carlos Jackson**

ELA (English Language Arts) Planning and Curriculum Mapping June 2024; Up to 18 hours at contracted BGEA rate (summer); Paid with Title IIA Funds

Margaret Carr	**Robert Marzola**	**Susan Miller**	**Cora Radke**
Michelle N. Thomas			

PBIS (Positive Behavioral Interventions and Supports) Building Team Planning at contracted BGEA rate (summer); Paid by Title IV-A FY 25;

Conneaut Tier 1 Team; August 9, 2024; 6 hours:

Tammy Beauprez	Katherine Fields	Daniell Flick	Kelsey Liska
Jordan Opfer	Barbara Powell	Nichole Simonis	Aricka Speck

Crim Tier 1 Team; August 7, 2024; 6 hours:

Joan Battin	Mallory Brantley	Mary Beth Ellison	Cori Gonzales
Stacia Higgins	Joseph McFaddin	Jennifer Nichols	Amber Ruemmele
Tricia Wallace			

Crim Tier 2 Team: August 9, 2024; 6 hours:

Kaila Beckrow	Mary Beth Ellison	Rachel Fletcher	Michelle N. Thomas

Kenwood Tier 1 Team: August 15, 2024; 6 hours:

Emily Bechstein	Elise Buchhop	Erin Failor	Maggie Green
Heather Kramer	Shannon Lentz	Robyn Lewis	

Kenwood Tier 2 Team: August 15, 2024; 6 hours:

Kaila Beckrow	Kerry Horrigan	Ashley Sullivan	

Middle School Tier 1 Team: August 7, 2024; 3 hours:

Patrick Carney	Heather Fallis	Marshal Headley	Robyne Kramp
Tyler Nye	Debra Ondrus	Jillian Powell	Laura Reyes
Bryan Schneider	Daniel Stutzman		

Middle School Tier 2 Team: August 12, 2024; 6 hours:

Amanda Pasley	Jillian Powell	Ashley Schmeltz	Erin Schneider
Morgan Strausbaugh			

High School Tier 1 Team: August 9, 2024; 6 hours:

Leesa Caris	Matthew Caris	Kenneth Hale	Brittany Howard
Adam Jarvis	Amanda McBride	Baley Nye	Jillian Powell

High School Tier 2 Team: August 8, 2024; 6 hours:

Jeffrey Campbell	Leesa Caris	Lori Maas	Joseph Nauman
Jillian Powell			

World Language Planning and Curriculum Mapping; June 2024; Up to 18 hours at contracted BGEA rate (summer); Paid with Title IIA Funds

Mary Kern	Hope Nevins	Matthew Rafaly	Laura Reyes
Jo Ann Schempf	Eva Zepeda		

Resignation

Lisa Howard	Fourth Grade	Conneaut Elementary	Effective August 2, 2024
Claire Westrick	Preschool Teacher		Effective May 30, 2024

Non-renewal of all 2023-2024 supplemental contracts at end of their season.

Supplementals for 2024-2025; Paid at contracted BGEA rate:

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

Shannon Kellough	Technology Representative CO		Conneaut
Paul Reinhart	Technology Representative CO		Conneaut
Melissa Hemminger	Technology Representative CO		Crim
Joseph McFaddin	Technology Representative CO		Crim
Kisha Nichols	Technology Representative CO		Kenwood
Jennine Niekamp	Technology Representative CO		Kenwood
Kimberly Stevens	Technology Representative		Middle School
Nathaniel Durkin	Technology Representative		High School
Corey Sexton	Cheerleading Coach	Fall	Middle School
Corey Sexton	Cheerleading Coach	Winter	Middle School
Jayden Stanton	8th Grade Football		Middle School

All coaches possess current and valid Ohio Department of Education Pupil Activity Permits and satisfactory

background checks.

SUPPORT PERSONNEL:

Resignation

Kim Hergenrather	Custodian 2nd Shift	High School	Effective April 23, 2024

Retirement

Richard Engle	Bus Driver	District	Effective August 1, 2024

Employment of Bus Driver Trainees $10.45 per hour [Hours to be determined by the Director of Transportation]
Janice Yowler

Employment

Angelica Bressler	Secretary	Part Time	Crim Elementary

Effective August 1, 2024; Experience Factor 3; 85 working day probation

OTHER PERSONNEL:

Payment for certificated personnel to complete age 3 to preschool transition as needed and designated by Executive Director of Pupil Services; payment at per diem rate not to exceed 5 days each.

Kimberly Besgrove	**James Conway**	**Jonelle Diefenthaler**	**Jennifer Hernandez**
Brittany Howard	**Sara Isaacs**	**Cassandra Nauman**	**Lauren Wethington**

Home Instruction Tutors for special needs and other students, as needed, for the 2023-2024 school year, plus extended school year, if needed; 2023-2024 Tutor Rate [Hours to be determined by Executive Director of Teaching & Learning or Executive Director of Pupil Services, on a case by case basis]

Cori Gonzales	**Brandon Ripke**	**Rachel Shell**

Non-renewal of all 2023-2024 supplemental contracts at end of their season.

Preparation of curriculum and secure proper class selection per the IEP's, as needed & designated by Executive Director of Pupil Services; @ Summer PD Rate/6 hours; Not to exceed 1 day each.

Ann Clark	**Holly Cummings**	**Jamie Donaldson**	**Kayleigh Evans**
Joseph Nauman	**Devin Radcliff**	**Brandon Ripke**	**Heather Tessler**

2024 Seasonal/Temporary Summer Workers Mowing/Yard Work; $15.84/Hour, Up To 19.5 Hours/Week May 31, 2024 through July 31, 2024

Ashley Bodi	**Alexis Duvall**	**Brittney Sauve**

Game Help 2023-2024 School Year

1 Game ($25.00)	2 Games ($40.00)	3 Games ($55.00)

High School:

Jordan Arrington	**Andrew Bowen**	**Andrew Drumm**	**Jody Flick**
Joshua Fox	**Michael Furnas**	**Kenneth Hale**	**Erika Kimple**
Shawn Kiss	**Jeremy Koehler**	**Joanna Kosakowski**	**Michael Marovich**
Joseph Nauman	**Fredrick Riggs**	**Lou Ann Rockovich**	**Jayden Stanton**

Summer Technology Work – Up to 100 hours per employee at $14/hour for each of the following: (to be paid from Technology budget; Hours determined by Technology Director)

Nathaniel Durkin	**Heather Fallis**	**Melissa Hemminger**	**Stacia Higgins**
Laura Johns	**Jeremy Koehler**	**Joseph McFaddin**	**Kisha Nichols**
Jennine Niekamp	**Paul Reinhart**	**Alexis Rogers**	**Nichole Simonis**
Kimberly Stevens	**Jami Sunday**		

ADMINISTRATIVE PERSONNEL:

Resignation

Emily Mennitt	Elementary Special Education Coordinator	Effective August 1, 2024
Angela Schaal	Executive Director of Teaching & Learning	Effective August 1, 2024

Renewal of Contracts (3 Year Contracts; Aug 1, 2024 – July 31, 2027)

Michael Headley	MS Assistant Principal	205 day/year contract
Tabitha Hiler-Young	Director of Food Service	225 day/year contract
Eric Radabaugh	MS Principal	253 day/year contract
Toby Snow	Director of Transportation	260 day/year contract;
Michele Wolf	HS Athletic Director	215 day/year contract

Toby Snow Director of Transportation
Additional assigned duties associated with Buildings & Grounds oversight; Stipend of $5,000.00 (total) for May, June, July, August & September, 2024; to be paid monthly

UNCLASSIFIED PERSONNEL:
Resignation
Esther Moosbrugger EMIS Coordinator Effective July 2, 2024

Employment
Danya Claes Coordinator of Community Outreach & Student Wellness 225 Day/Year Calendar
Effective August 1, 2024 Base Salary: $65,000.00/Year; June 1, 2024 through July 31, 2024-Pay up to 10 days at per diem rate of $288.89; [Dates to be determined by the Executive Director of Pupil Services]

UNCLASSIFIED II PERSONNEL:
Professional Development
Erins Law/Handle with Care; $30.00/hour for up to 70 minutes; Paid with Title IIA Funds
Jodi Mooney-Roe

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

11727 It was moved by Myers, seconded by Geer to approve items as requested.
By the Treasurer
Fiscal Year 2024 Appropriation Amendments/Additions

Fund	SCC	Description	Amount Increase/(Decrease)
002	0239	HS Bond Levy	15,018,019.26
004	9023	HS Building 23 DP	(15,000,000.00)
004	9024	HS Building 24 DP	15,000,000.00
018	1802	MS Principal Fund	2,042.41
019	0091	Teach/Student Scholarship Grant	5,000.00
019	7002	MS Grants	40,000.00
019	9002	St. Louis Reimb Fed Funds	8,430.20
022	8625	Unclaimed Funds	6,878.87
200	1034	Bobcat Basics	1,100.00
300	2005	MS Memory Yearbook	208.32
572	9024	Title I FY24	(20,044.67)
			15,061,634.39

New Funds

Fund	SCC	Description
200	0226	Class of 2026
401	9325	St. Aloysius Aux FY25
401	9425	St. Louis Aux FY25
516	9025	Title 6B IDEA FY25
572	9025	Title I FY25
584	9025	Title IVA FY25
587	9025	IDEA-ECSE FY25
590	9025	Title II-A FY25

Cash Transfers

$50,000	Transfer	From 001-0000 (General Fund)	To 070-9002 (Turf Maintenance) (Pipeline)
$1,228,895.03	Transfer	From 001-0000 (General Fund)	To 070-0000 (Capital Projects) (Pipeline)
$780.56	Transfer	From 018-1816 (Dist. Camp Fund)	To 018-1813 (Conneaut Camp Fund)
$300,000	Transfer	From 001-0000 (General Fund)	To 035-0000 (Severance Benefit Account)

RECORD OF PROCEEDINGS

Minutes of Bowling Green City Schools Board of Education Regular Meeting

Held Portage Village Hall Building May 21, 20 24

Acceptance of the Five-Year Forecast

Bowling Green City School District

Wood County

Schedule of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Years Ended June 30, 2021, 2022 and 2023 Actual;
Forecasted Fiscal Years Ending June 30, 2024 Through 2028

		Actual				Forecasted				
		Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Average Change	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
	Revenues									
1.010	General Property Tax (Real Estate)	19,087,884	19,282,696	19,051,162	-0.1%	20,397,939	21,162,836	21,070,448	21,374,747	22,102,585
1.020	Public Utility Personal Property Tax	-	-	-	0.0%	-	-	-	-	-
1.030	Income Tax	3,807,280	4,176,109	4,859,754	13.0%	4,708,127	4,825,830	4,946,476	5,070,138	5,196,891
1.035	Unrestricted State Grants-in-Aid	8,015,744	6,547,851	6,557,616	-9.1%	7,175,367	6,919,755	6,766,639	6,614,120	6,426,712
1.040	Restricted State Grants-in-Aid	405,175	849,070	823,452	53.3%	778,054	667,855	653,106	640,308	640,308
1.045	Restricted Federal Grants In Aid	-	-	-	0.0%	-	-	-	-	-
1.050	State Share of Local Property Taxes	1,585,113	1,603,773	1,601,983	0.5%	1,750,588	1,806,751	1,808,985	1,854,041	1,943,978
1.060	All Other Revenues	1,489,160	882,876	1,396,022	8.7%	1,210,345	903,712	632,402	623,343	614,613
1.070	*Total Revenues*	34,390,356	33,342,374	34,289,989	-0.1%	36,020,420	36,286,739	35,878,056	36,176,696	36,925,087
	Other Financing Sources									
2.010	Proceeds from Sale of Notes	-	-	-	0.0%	-	-	-	-	-
2.020	State Emergency Loans and Advancements (Approved)	-	-	-	0.0%	-	-	-	-	-
2.040	Operating Transfers-In	-	-	-	0.0%	-	-	-	-	-
2.050	Advances-In	3,449	21,384	742,196	1945.4%	225,510	250,000	100,000	100,000	100,000
2.060	All Other Financing Sources	502,448	18,106	24,125	-31.6%	24,125	24,125	24,125	24,125	24,125
2.070	*Total Other Financing Sources*	505,897	39,490	766,321	874.2%	249,635	274,125	124,125	124,125	124,125
2.080	*Total Revenues and Other Financing Sources*	34,896,253	33,381,864	35,056,310	0.3%	36,270,055	36,560,864	36,002,181	36,300,821	37,049,212
	Expenditures									
3.010	Personal Services	17,685,365	17,858,110	18,865,311	3.3%	20,951,605	22,149,333	22,794,364	23,470,127	24,166,001
3.020	Employees' Retirement/Insurance Benefits	6,734,005	6,900,034	7,695,246	7.0%	8,334,161	8,866,819	9,380,889	9,824,454	10,291,321
3.030	Purchased Services	5,027,000	3,252,956	3,886,348	-11.0%	4,634,496	4,834,803	5,044,180	5,263,055	5,491,875
3.040	Supplies and Materials	1,281,555	1,365,437	1,661,417	14.1%	2,092,797	2,055,581	2,117,248	2,180,766	2,246,188
3.050	Capital Outlay	19,014	7,606	19,595	48.8%	37,000	37,000	37,000	37,000	37,000
3.060	Intergovernmental	-	-	-	0.0%	-	-	-	-	-
	Debt Service:				0.0%					
4.010	Principal-All (Historical Only)	-	-	-	0.0%	-	-	-	-	-
4.020	Principal-Notes	-	-	-	0.0%	-	-	-	-	-
4.030	Principal-State Loans	-	-	-	0.0%	-	-	-	-	-
4.040	Principal-State Advancements	-	-	-	0.0%	-	-	-	-	-
4.050	Principal-HB 264 Loans	-	-	-	0.0%	-	-	-	-	-
4.055	Principal-Other	-	-	-	0.0%	-	-	-	-	-
4.060	Interest and Fiscal Charges	-	-	-	0.0%	-	-	-	-	-
4.300	Other Objects	1,249,669	1,350,439	1,450,450	7.7%	1,594,349	1,659,119	1,726,827	1,797,611	1,871,619
4.500	*Total Expenditures*	31,996,608	30,734,583	33,378,367	2.3%	37,644,410	39,602,655	41,100,508	42,573,014	44,104,004
	Other Financing Uses									
5.010	Operating Transfers-Out	2,525,998	1,878,843	1,810,488	-14.6%	1,899,700	1,842,709	1,787,428	1,733,805	1,681,791
5.020	Advances-Out	21,384	540,353	225,510	1184.3%	250,000	100,000	100,000	100,000	100,000
5.030	All Other Financing Uses	-	-	-	0.0%	-	-	-	-	-
5.040	*Total Other Financing Uses*	2,547,382	2,419,196	2,035,998	-10.4%	2,149,700	1,942,709	1,887,428	1,833,805	1,781,791
5.050	*Total Expenditures and Other Financing Uses*	34,543,990	33,153,789	35,414,365	1.4%	39,794,110	41,545,364	42,987,936	44,406,819	45,885,795
6.010	*Excess of Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses*	352,263	228,075	(358,055)	-146.1%	(3,524,055)	(4,984,499)	(6,985,755)	(8,105,998)	(8,836,583)
7.010	Cash Balance July 1 - Excluding Proposed Renewal/Replacement and New Levies	17,946,853	18,299,116	18,527,191	1.6%	18,169,136	14,645,082	9,660,582	2,674,828	(5,431,170)
7.020	*Cash Balance June 30*	18,299,116	18,527,191	18,169,136	-0.3%	14,645,082	9,660,582	2,674,828	(5,431,170)	(14,267,753)
8.010	*Estimated Encumbrances June 30*	25,328	-	-	0.0%	250,000	25,000	25,000	25,000	25,000
	Reservation of Fund Balance									
9.010	Textbooks and Instructional Materials	-	-	-	0.0%	-	-	-	-	-
9.020	Capital Improvements	-	-	-	0.0%	-	-	-	-	-
9.030	Budget Reserve	-	-	-	0.0%	500,000	500,000	500,000	500,000	500,000
9.040	DPIA	-	-	-	0.0%	-	-	-	-	-
9.045	Fiscal Stabilization	-	-	-	0.0%	-	-	-	-	-
9.050	Debt Service	-	-	-	0.0%	-	-	-	-	-
9.060	Property Tax Advances	-	-	-	0.0%	-	-	-	-	-
9.070	Bus Purchases	-	-	-	0.0%	-	-	-	-	-
9.080	*Subtotal*	-	-	-	0.0%	500,000	500,000	500,000	500,000	500,000
10.010	*Fund Balance June 30 for Certification of Appropriations*	18,273,788	18,527,191	18,169,136	-0.3%	13,895,082	9,135,582	2,149,828	(5,956,170)	(14,792,753)
	Revenue from Replacement/Renewal Levies									
11.010	Income Tax - Renewal				0.0%	-	-	-	-	-

		Actual				Forecasted				
		Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Average Change	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
11.020	Property Tax - Renewal or Replacement				0.0%	-	-	-	-	-
11.300	Cumulative Balance of Replacement/Renewal Levies				0.0%	-	-	-	-	-
12.010	*Fund Balance June 30 for Certification of Contracts, Salary Schedules and Other Obligations*	18,273,788	18,527,191	18,169,136	-0.3%	13,895,082	9,135,582	2,149,828	(5,956,170)	(14,792,753)
	Revenue from New Levies									
13.010	Income Tax - New				0.0%	-	-	-	-	-
13.020	Property Tax - New				0.0%	-	-	-	-	-
13.030	Cumulative Balance of New Levies	-	-		0.0%	-	-	-	-	-
14.010	Revenue from Future State Advancements				0.0%	-	-	-	-	-
15.010	*Unreserved Fund Balance June 30*	18,273,788	18,527,191	18,169,136	-0.3%	13,895,082	9,135,582	2,149,828	(5,956,170)	(14,792,753)

RECORD OF PROCEEDINGS

Minutes of Meeting

Held _____ 20_____

By the Superintendent

Acceptance of the 2024 Senior Graduates entitle to receive diplomas at the commencement program on May 26, 2024 if they meet all graduation requirements.

Madilynn Irene-Iona Adams
Cailyn Ann Allen
Domingo Elizjah Journey Allen
Jacob David Amspoker
Joshua Terence Armentano
Paul Michael Archer
Cole Riley Ash
Emily Grace Baer
Nicholas Andrew Bagrowski
Elie Trent Baker
Caleb Ray Baldridge
Roger Dale Ball III
Jorgie Mae Lagrisola Bandelaria
Elizabeth Mae Barnett
Katelyn Jo Barnhart
Garrett Weaver Bateson
Peyton Orval Baumbarger
Levi Christian Bechstein
Wyatt James Bechstein
Zack David Bechstein
Ethyn Robert Betz
Ella Kay Billiot
Johnathan Michael Bollinger
Brent Ronald Boston
Matthew David Brinkman
Hannah Kimberly Britt
Cole Dennis Brokaw
William Robert Brose
Carter Jason Broshious
Jack Edward Brown III
Laura Alexandria Brown
Zane Michael Bruielly
Kaylee Marie Bullis
Mason Alexander Bumpus
Sophia Grace Burtnett
Benjamin William Henry Burton
Ardan Brant Carlisle
Kayla Marie Carpenter
Phoenix Luis Castro
Sean Patrick Cavins
Niaz Barjas Chwich
Andrew Nikolas Claypool
Uriah Lee Cole
Patrick Manuel Contreras
Cade William Contris
Noah James Cope
Desteny Valeen Cordes
Reagan Benjamin Cordes
Ryan Alexander Coronel
Dorian James Curtis-Hicks
Brynne Nicole Dean-Scheele
Macyn Paige Dean-Scheele
Ethan Joseph Decker
Donovan Hunter Dee
James William Den Besten
Jack Robert Diegel
Mariah Louise Duty
Ceceilia Nyola Dye
Samuel James-Patrick Emery
Cooper James Feehan
Luke Steven Feehan
Eliza Grace Ferris
Catherine Marianna Fisher
Mara Alise Flegle
Sierra Ann Flores
Dempster Michael Fox
Brayden Paul Freyman
Allison Rose Fry
John Joseph Fyfe
Lucinda Maria Garcia
Drake Michael Gerken
Ryan David Gerwin
Jaysen Anthony Gonzales
Hailey Diana Gottschalk
Silas Michael Green
Emma Christine Greenlee
Olivia Claire Hamilton
Audra Nicole Hammer
Makenzie Ann Hanthorn
Benjamin Allen Hardy
Peyton Paul Harris
Maxwell Andrew Haynes
Elena Grace Hemming
Candice Marie Hernandez
Aaron Robert Hershberger
Drake Anton Heuser
Chloe Nicole Higley
Aiden Jacob Hildebrand
Madison Mary Hinz
Jackson David Horst
Drake Lee Joseph
Mitchel Joseph Keller
William Paul Keller
Sophia Marie Kelly
Tamara Suzanne King
Grace Jean Kinzel
Caleb Dean Klinger
Kylee Marie Knauss
Ashley Rose Knowlton
Nikolas Manuel Kuhn
Deane Alan Lamb
Samuel Jeffrey Lammers
Brooke Amanda Lavey
Margaret Sue Layne
Trinity Rose Leach
Caitlin Erin Lee
Morgan Elaine Lee
Serenity Mae Lenning
Lucas Ray Lilly
Braden Edward Loomis
Alexzander Joseph Lundquest
Jerrad Robert Main
Niharika - Mishty Mallik
Zachary Kenneth Mangan
Peyton Scott Marcin
Avery Louise Martin
Nevaeh Christine Martinez
Alan Eugene McCartney III
Beckett Flynn McKinney
Corin David McMurray
Emma Nicole Meeker
Benjamin Carter Melendez
Sophia Rose Mercer
Eli Arthur Metzger
Aiden Michael Meyer
Aedan Reese Michels
Chad Mierzejewski
Luke Thomas Miller
Riley Jeremy Patrick Mitsch
Casey Thomas Moore
Vincent Thomas Moosbrugger
Alaina Marie Mormile

Makiah Arie Mosley
Jessalyn Mae Mott
Clayton Thomas Mullins
Lydia Moselle Mullins
Morgan Anne Nagel
Shelby Reann Necessary
Logan Blane Neifer
Sophia Elena Nelson
Lauren Louise Noon
Aidan John Novinsky
Caden Thomas Carl Nye
Dillon Patrick O'Connell
Makenna Rian Oates
Ela Margaret Ostrowski
Reagan Christina Otley
Alexandra Lynn Parish
Zachary Tylr Parkhurst
Kieran Jason Percival
Lily Fabiana Pollick
Gabriel Anthony Pollock-O'Dorisio
Raeya Naomi Powers-Kantorski
Bryson Michael Pratt
Deja Alyse Ragin
Noel Ramirez
Reece Lee Rath
Kaydence Nichole Rathburn
Elizabeth Louise Reger
Anna Lucille Reid
Jonathan Patrick Reinagel
Mikyle Lee Lestat Riley
Makenna Sky Rosebrock
Taylor Lee Rothenbuhler
Ahmir Thomas Ruffin
Justin Michael Savage-Brown
Adrianna Marynda Schurger
Xavier Albin Scott
Morgan - Kace Kaya Shepherd
Kyle Robert Sickler
Tyler Matthew Smith
Zoe Maddison Smith
Grant Lane Sonner
Kevin David Spencer
Sierra Nichole Stewart
Henry Robert Strow
Paige Elizabeth Suelzer
Kate Elizabeth Suter
Emery Jean Swain
Joseph Lawrence Edward Taylor
Christoson Thang
Drew Justus Thomas
Lola Elizabeth Thompson
Ryan Phillip Torres Jr.
Samantha Nicole Trimpey
Christina Manuela Trujillo
Elizabeth Ann Tussing
Miriam Marie Utz
Madison Anne Wadsworth
Aniyah Michele Walker
Murrel June Walters
Rose Marie Walters
Ruben Anthony-Late'z Watkins
Aria Grace Weaver
James Thomas Webb
Lauralee Renee Whitacre
Brynn Margaret Wilhelm
Madison Zakiah Keelie Wilson
Isabella Athena Wolf
Andy Micheal Wozniakowski
Nevaeh Jade Wright
Alex Li Xu
Chris Georgi Zanev
Jocelyn Renee Zellers

Acceptance on the following gifts:

$2,810.00	Kenwood 5th Grade Camp	Kenwood Elementary PTO	Donation
$100.00	Jr Bobcat Basics	Fite/Waldron Family	Donation
$1,200.00	Lunch Program	Lee Hakel Family	Donation
$1,384.00	Lunch Donation	Lorraine Miners	Donation
$200.00	Overdue lunch bills	Anonymous	Donation
$100.00	School lunch balances	Kenneth & Irene Rieman	Donation
$250.00	After Prom	Nami of Wood County	Donation
$500.00	HS Track Program	Anonymous	Donation
$150.00	HS Key Club	BG Kiwanis / Mike Shertzer	Donation
$300.00	HS Drama Club	Diane Shetzer	Donation
$1,000.00	Peggy L. Schmeltz Scholarships	Janet & Dennis Bower	Donation
$4,000.00	AmVets Post 711 Scholarships	AmVets Post #711	Donation
$100.00	DECA Career Development Conf.	Morey & Rose Loomis	Donation
$300.00	DECA Career Development Conf.	Overcashier & Horst	Donation

$250.00	DECA Career Development Conf.	Stephen Bateson	Donation
$200.00	DECA Career Development Conf.	Aaron & Angela Moore	Donation
$2,200.00	BGHS Track & Football Programs	BG Jr. Bobcats	Donation
$22,090.00	BGHS Track Pole Vault and High Jump Pits	Bobcat Athletic Boosters	Donation
$4,000.00	Football Scoreboard Installation	Bobcat Athletic Boosters	Donation
$5,750.00	Laser grading of baseball and softball fields	Bobcat Athletic Boosters	Donation
$2,500.00	Football Scoreboard Installation	Bobcat Athletic Foundation	Donation
$55,000.00	New weight room equipment, paint and signage	Bobcat Athletic Foundation	Donation
Golf Clubs $375.00 value	BGHS Athletic Dept - Golf Teams	Mary M Flory	Donation
Snacks $100.00 value	Kenwood Elementary	Eileen Underwood & Richard Rowlands	Donation
School supplies $100.00 value for Crim Elementary students		Marsha Hammersmith	Donation

TOTAL: $104,859.00

Approval of the following agreements:
Updated Service Agreement for one special needs student between Bowling Green School District and Bittersweet Inc. for the 2023-2024 school year, April 1, 2024 through May 31, 2024 [last approved March 19, 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 April 1, 2024 through May 31, 2024, unless terminated by either party in accordance with paragraph I.B.

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.

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 RESPONSIBILITES

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.

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 two month tuition of $11,448.00. 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 $5,724.00. When operating virtually or in a hybrid model, PROVIDER will bill the DISTRICT a monthly rate of $4,293.00. The difference between the virtual/hybrid and in-person rate of $1,431.00, will be included as a credit on the invoice for the following month.

C. The DISTRICT shall pay PROVIDER in two equal installments beginning on April 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: Natasha Bailey, Executive Director
Bittersweet, Inc.
12660 Archbold-Whitehouse Road
Whitehouse, OH 43571

TO THE DISTRICT: Alexandra Willibey, Director of Pupil Services
Bowling Green Local Schools District
530 W Poe Road
Bowling Green, OH 43402

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 Willibey
Director of Pupil Services
Bowling Green Local Schools District

Date: _____

FOR THE PROVIDER:

_____
Natasha Bailey
Executive Director
Bittersweet, Inc.

Federal ID No. 34-1218722

Date: 4/30/24

Accept quote from Wood County Board of Developmental Disabilities for Woodlane summer camp for 2 special needs students; $550.00 per student.

WOOD COUNTY
BOARD OF DEVELOPMENTAL DISABILITIES

Quote Date: 4/29/24

Bill To: Allie Willibey
Bowling Green Schools
137 Clough Street
Bowling Green, Ohio 43402

Due:

Description		Amount Due
2024 Summer Camp Fee:		
June 17-20 (Holiday)	$110.00	
June 24-27	110.00	
July 1-4 (Holiday)	110.00	
July 8-11	110.00	
July 15-18	110.00	
Student Name(s)		
▪ [redacted]		$550.00
▪ [redacted]		$550.00
Balance Due:		**$1,100.00**

Please Make Payments to:
Wood County Board of DD
1921 E Gypsy Lane Rd
Bowling Green OH 43402

Thank You!

Supplemental Specialized Pupil Transportation Services Agreement for students between TLC Transit, LLC and Bowling Green City Schools the 2024-2025 school year.

Supplemental Specialized Pupil Transportation Services Agreement

TLC TRANSIT

Prepared for:
Bowling Green City School District

Prepared by:
Ann M. Kruse
TLC Transit, LLC

7710 Hill Avenue
Holland, Ohio 43528

Tel: 419-861-4000
Fax: 419-861-4001
akruse@tlctransit.com

Submitted on:
4/30/2024

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Statement of Confidentiality & Non-Disclosure

This Proposal from **TLC Transit, (hereinafter "TLC" or TLC Transit)** to **Bowling Green City School District, (hereinafter "the School or School")** may contain proprietary and confidential information, and as such, should be kept confidential by the parties to the extent permitted under Ohio law.

To that end, TLC acknowledges that the School is subject to the Ohio Public Records Act ("Act"). The parties agree that if a request under the Act is received by the School seeking a copy of this Proposal, the School's representatives will advise TLC Transit of that request and afford TLC an opportunity within five (5) business days to commence legal action to prevent the disclosure of this Proposal in response to the records request prior to the School responding to same. In addition, in the event the parties enter the Agreement set forth at Appendix B, the parties jointly acknowledge and affirm their obligations under HIPAA, FERPA, and any other relevant legal authorities as set forth in Paragraphs 5 and 6 to keep confidential the records and data protected under those statutes, and not disclose such records or data to third parties without express legal authorization to do so.

TLC Transit retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia.

BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Executive Summary

TLC Transit, LLC is pleased to present the School with this proposal for the Supplemental Specialized Pupil Transportation Service. We understand the dynamics of the special needs or out of district pupil transportation that the School faces and recognize the unique opportunity to provide their pupils and families with safe and reliable transportation services. We believe that safe, reliable, and affordable student transportation is vital to education and that we are unique in this community to successfully provide such a service.

Having duly examined the request for proposal and with consideration of our experience with the School, TLC Transit is confident that our proposed services will effectively address your needs. Our goal is to work closely with the School to communicate and coordinate and affect efficient services for the **2024/2025 School Year**. By availing itself of our services, the School will:

- Provide their pupils and their families with safe, reliable, and cost-effective transportation services.
- Work closely with a local transportation services company and familiar people that care about the quality of their services and the school they serve, as an extension of their own quality services.

Our unique ability to adapt and respond quickly to changes and our successful track record in passenger transportation services make us an invaluable partner. We look forward to continuing a mutually rewarding relationship with the School.

1. Company Background

Founded in 2001 and owned by Jon Elston, TLC Transit, LLC (www.tlctransit.com) offers specialized passenger transportation services. Our transportation services are known for customer confidence in safety and reliability in the Toledo/Northwest Ohio area. We have been quite successful in pupil transportation and notably in 'out of district' transports and special needs pupil transportation.

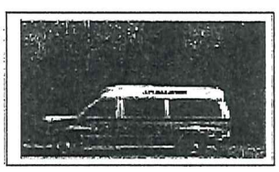
TLC Transit, LLC currently serves well over a thousand individual customers/passengers as well as various other agencies in Northwest Ohio. TLC Transit employs 48 people and maintains a fleet of 48 vehicles in the greater Toledo area.

Mission Statement:

The company's mission is to provide safe, reliable, affordable, and friendly passenger transportation services.

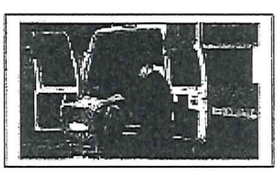
Assisted Transportation Services:

- Special needs transportation
- Ambulatory, wheelchair, car seat
- Door to Door Assistance



Office Location:

- 7710 Hill Avenue, Holland, Ohio 43528



2. Identification of Needs & Opportunity

2.1 School Needs

TLC Transit, LLC understands the needs of the School to be as such:

General Requirements:

- Transportation services to and from regular school sessions to be administered as defined by the Ohio Department of Education (ODE) rules and regulations for the following identified student groups:

    1. Preschool children,
    2. Special needs children,
    3. Homeless children,
    4. Children inaccessible to school bus transport
    5. Students placed in alternative schools.

Technical Requirements:

- Meet with required and scheduled drop-off and pick-up times.
- Familiarity with location requirements and conditions

Reporting/Monitoring Methods:

- At all times, TLC Transit will remain accessible through communications with the School's designated staff. Various contact information will be made available upon acceptance of the proposal. TLC Transit will report in a timely manner the following circumstances,
    1. Accident/Incident Reports
    2. Student behavior/discipline concerns
    3. Vehicle Inspections
    4. All route performance reports.
    5. Ridership reports
    6. Driver qualification documents

Evaluation Methods:

- Driver training, evaluation and any corrective actions will be reported.
- ODE requirements and compliance for a commercial provider vehicle will be maintained.

2.2 Additional Requirements

TLC Transit, LLC has identified the following requirements that should be met to successfully complete this proposed service:

- Complete, current, and accurate pupil/passenger information
- School contact information and hours of availability

2.3 Assumptions

The following assumptions were made when preparing this proposal:

- The student lists, that were not made available prior to Request for Proposal Due Date, will be generally similar in make-up and number to previous school years.
- The location drop-off and pick up times are generally the same as in previous school years.
- The student/passengers to be served reside geographically and travel within the greater Lucas County, Ohio area, including limited portions of Wood County. Request for Proposal recipient was unable to discover a defined geographic area specifically referred to as the "Greater Toledo Region". We feel more comfortable with the Lucas County, Ohio area, but are open to discuss and gain understanding.

2.4 Scope of Service

This service proposal, based upon the information provided herein, may involve a minimum of 8 TLC Transit employees, drivers and support staff engaged per school day and require significant initial and ongoing coordination.

3. Proposed Plan

3.1 Objectives

We believe the following objectives can be achieved:

- Expected levels of quality and efficiency
- Responsive communications from TLC Transit

3.2 Fulfillment of Expectations

TLC Transit intends to provide the services, implied and expressed in the document, as prescribed.

3.2.1 Deliverables

During this agreement, TLC will deliver the following:

- Safe, reliable, affordable, and caring pupil transportation
- Frequent and timely communications
- Maintenance of all applicable laws and rules
- Fulfillment of documentation and record-keeping expectations

3.2.2 TLC Transit Management Team

This proposal is submitted by **Jon Elston**, TLC Transit, Owner/CEO, who is available 24/7. He will oversee contract compliance and will coordinate all task completion provided by the following individuals:

- Manager: **Ann Kruse**, Business Manager

  Primary Tasks:

  1. Contract compliance
  2. Billing and Accounts Receivable
  3. Oversight in the absence of the Owner

- Operations Manager:

  1. **Bev Ramirez**, Operations Manager.

  Primary Tasks:

  1. Passenger routing
  2. Dispatch operations
  3. Driver supervision, training, and discipline

- Customer Service: **Tricia Baker**, Customer Service Manager

  Primary Tasks:

  1. Routine daily communications and primary Customer Service in coordination with Anthony Wayne staff
  2. Additions, deletions, or changes to the list of pupils served.

4. Why Choose TLC Transit, LLC?

4.1 Benefits of Our Service Provision

When comparing our capabilities to that of any competitors, the benefits of choosing TLC Transit are:

- Experience – have provided the service for many years.
- Responsive to changes - local
- Reliability
- Cost control
- Capacity to provided, service reliability, lower implementation cost.
- Vehicles are safe and well-maintained.

4.2 Competitive Advantages – Company Overview

The following are competitive advantages that differentiate TLC Transit, LLC from other providers:

- **Company**
  - TLC has been a recognized non-emergency medical transporter based in the community for over 22 years.
  - We believe objectively that we have become known for our quality service relative to other providers in the area.

- **Technology**
  - TLC Transit employs a top tier demand response routing and scheduling software package.
  - TLC drivers are dispatched via the software on a secured wireless tablet equipped with GPS and a cloud-based radio system to provide redundancy.
  - all passenger information is secured and Health Information Portability and Accountability Act compliant.

- **History of success**
  - Although our growth is steady, we continue to add resources.
    - We operate over 40 well-maintained and routinely inspected vehicles.
    - We employ qualified in-house mechanics and that maintain a routine preventative maintenance schedules on all vehicles.
    - We don't advertise. Our business grows by referrals.

- **Customer Service**
  - We believe we are the best in Northwest Ohio for the service we provide. We feel our growth trends indicate this.
  - We hold our drivers accountable to higher standards through documented policies and procedures for which they are trained at hire and twice per year thereafter.
  - TLC provides 24/7 accessible support.
  - We accept and appreciate all client input.

- **Expertise & Stability – Staff Training Development and Experience**
  - TLC Transit has a 4-member management team that has accumulated over 90 years of experience with organizations, such as Head Start, Lucas County Bd. Of DD, and TARTA, each involving paratransit and school bus operations.
  - Behavior management training
  - Defensive driving certifications
  - Annual State EMS vehicle safety inspections
  - D.R.I.V.E. (State of Ohio accredited course for special needs transportation)
  - Annual driver physicals
  - Pre-employment and annual background checks, as required.
    - Bureau of Criminal Investigation – FBI
    - Web Checks
    - Bureau of Motor Vehicle Records check
  - First Aid and CPR certifications maintained and current.

5. Rate Proposal

Ohio School for the Deaf –

OSD per one-way trip 2024/2025 School Year	Rates	Single School Rate	Multiple School Shared Rate
Number of Assigned Students per School	Per Student Boarding	Regular/Holiday	Regular/Holiday
Base Rate		$935/$968	$520/$550
1	$33		
2	$33		
3	$33		
4	$33		
5	$33		
6	$33		
7	$33		
8	$33		
ODE 9 seated – Maximum capacity per vehicle			

Potential Fuel Surcharge – For the duration of the contract, should fuel prices equal or exceed the **cost average of $4.50 per gallon** for 2 or more weekdays during a calendar week for Lucas County, Ohio as indicated by AAA on this website; www.gasprices.aaa.com/?state=OH a surcharge will be added, as indicated below.

+ Out of Region Surcharge – To and from Ohio School for the Deaf and Blind, Columbus, Ohio Surcharge - $12 per one way per student

Ride Time – as required given legal speed limits and distance and under typical driving conditions.

Request for Bus Aide – The school district may provide an aide to assist for safe transportation. The aide may be picked up and returned and/or dropped off at a specified location within the school district for the additional cost of a student trip.

Compensation - For those services that the school is responsible for, TLC will invoice the school in accordance with the rates set forth in this Agreement.

Spot Quotes – Any request that are outside of our service area will receive a spot quote.

Invoices are to be paid-in-full within sixty (60) days of the billing invoice date. Transportation charges unpaid within sixty (60) days of the initial invoice date shall be viewed as delinquent. Delinquent payments may result in suspension of services upon notice.

6. Conclusion

TLC Transit, LLC is confident that our proposal will provide the School, students and families with a quality of transportation service that they've grown to rely upon. We sincerely hope that the School, staff will consider us as long-term partners and allow us to continue a mutually beneficial relationship. We are available to answer any questions you may have and look forward to discussing this opportunity further.

We declare this offer to be binding and free of errors or omissions. The rates and charges have been calculated to provide benefit for both parties. Also, necessary due diligence has been performed in order to ensure compliance with your requirements and this situation. TLC Transit agrees to hold our proposal open for acceptance for a sixty (60) day period from the date of submission.

We appreciate and thank you for your consideration.

Respectfully,

Jonathan R Elston, Owner/CEO
TLC Transit, LLC
7710 Hill Ave.
Holland, Ohio 43528
Email: jelston@tlctransit.com
Business: 419-861-4000
Cell: 419-654-1440

Appendix A

Professional References:

Each of the following accepted a request for permission to participate as a reference for this specific proposal.

Cynthia Fox
Director of Transportation
Toledo Public Schools
cfox@tps.org
419-671-8541

Joshua Shannon
Transportation Supervisor
Oregon City Schools
jshannon@oregoncs.org
419-693-7727

Scott Brooker
Director of Transportation
Springfield Local School District
scottbrooker@springfield-schools.org
419-867-5629

Appendix B

Standard Terms and Conditions

In consideration of the mutual promises, covenants and agreements contained herein, receipt of which is hereby acknowledged, the parties agree as follows;

1. Services. The School agrees to utilize TLC as a non-Exclusive provider of specialized services for its transportation needs. TLC shall provide the transportation services as set forth under the terms and conditions of this agreement and in accordance with any applicable requirements of Federal, State, and Local Laws, rules and/or regulations. Hours of service are as follows:

   5:00 AM to 8:00 PM Monday through Friday
   5:00 AM to 5:00 PM Saturdays; Sundays by appointment

2. Compensation, Payment, and Default. For those services that the School is responsible for, TLC will invoice the School in accordance with the rates set forth in Exhibit A of this Agreement. Payment of all invoices shall also be made in accordance with the terms for payment set forth in Exhibit A of this Agreement. School will be in default of this Agreement if (i) it fails timely to make payment of any invoice, or (ii) School fails to meet any of its other obligations set forth in this Agreement, after written notice of such failure from TLC, and ten (10) days from the date of such notice fully to cure such default. In the event of default by School, in addition to any other sums to which TLC is entitled for unpaid invoices or as otherwise provided in this Agreement, TLC shall be entitled to be paid its reasonable legal fees, costs, and other amount incurred by TLC in collecting such sums.

3. Term. This agreement is effective for one year, commencing on first scheduled day of class of the School year.
   Thereafter, this Agreement will automatically renew for additional one year terms, unless otherwise terminated pursuant to Section 4, below.

4. Termination. Either party may terminate this Agreement, at any time during the initial or renewal term, without cause, with 30 days prior written notice to the other party.

   * Immediate Termination. Either party may terminate this Agreement immediately in the event of a material breach or other cause; provided, however, that before such termination can be made, the non-breaching party shall give the other party written notice of the breach and at least thirty (30) days to cure the same. If the breach is not cured within said period of time, then this Agreement shall automatically terminate upon the expiration of said thirty (30) days.
   * Upon termination, School's only payment obligation to TLC shall be for any outstanding, unpaid invoices for services rendered prior to the Date of Termination, being defined as the end of the thirty (30) day Notice of Termination or Notice of Breach period. Neither party shall be entitled to any incidental, consequential, or future damages resulting from termination of this Contract.

5. Confidentiality / HIPAA. TLC shall maintain the confidentiality of all passenger records, including protected health information. Neither TLC nor its employees shall disclose or communicate any "Confidential Information" to any person or entity other than the School or other authorized individuals nor use "Confidential Information" for any purpose or reason other than the benefit of the residents of the School. "Confidential Information" means any information regarding the student, or student's family's personal, financial, visual, or medical information of any kind.

   Each of TLC and the School hereby represents and warrants and covenants to the other that it is currently taking and will continue to take all actions necessary to ensure that it shall, on or before each applicable compliance date and continuously thereafter, comply with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including without limitation the Standards for Electronic Transaction and Code Sets (45CFR Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 CFR parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164) and such other regulations that may, from time to time, be promulgated hereunder. The parties acknowledge that from time to time, HIPAA or other regulations may require an amendment or modification to this Agreement for compliance purposes and agree that they will work to promptly effectuate any such required amendment or modification.

6. Regulatory Compliance. Each of the parties shall comply with all applicable requirements of municipal, county, state, and federal authorities, all municipal and county ordinances and regulations, and all applicable states and federal statutes, rules, and regulations, now and hereafter in force and effect, relate to this Agreement and the services to be provided hereunder, including, without limitation, statutes and regulations related to fraud, abuse, raise claims/statements, referrals and prohibition of kickbacks. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. TLC acknowledges that it is obligated to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") to maintain the confidentiality of personally identifiable student information and education records. TLC agrees to provide appropriate training regarding FERPA to any individual assigned to perform services under this Agreement to ensure confidentiality of personally identifiable student information and education records. Further, TLC Transit shall conduct, at its expense, a thorough background/criminal history check, including criminal records check in accordance with Ohio Revised Code section 3319.391, for all personnel providing service hereunder; copies of the reports created as a result of the criminal records check by the BCII/FBI shall be provided to School immediately upon request, but maintained by School in a safe and confidential manner.

7. Non-Discrimination. The parties agree that there will be no discrimination in the performance of this Agreement against any student, and any employee or agent of either party herein, as a result of the individual's race, color, religion, sex, sexual preference, age, handicap, disability, national origin or ancestry.

8. Notices. Any notices required under this Agreement shall be in writing and shall be deemed to have been delivered if: (i) sent by certified or registered mail, return receipt, requested, with adequate postage; (ii) sent by means of an express delivery service if it obtains a receipt to confirm delivery; or (iii) by facsimile or electronic message transmission if such transmission permits confirmation to the addresses or facsimile numbers set forth below.

If to TLC TRANSIT, LLC:
7710 Hill Ave.
Holland, Ohio 43528
Attn: Owner/CEO
Facsimile No.- 419-861-4000
E-mail Address: info@tlctransit.com

9. License / Certificates / Insurance. TLC Transit, LLC shall (i) maintain all licenses, certificates, and/or credentials necessary for the performance of the services under this Agreement; (ii) maintain appropriate liability insurance, including but not limited to general and professional liability insurance, with coverage sufficient to cover itself against any and all claims for damages (personal or property) that may arise in the performance of this Agreement, and, shall provide proof thereof to School prior to or upon execution of this Agreement; annually thereafter upon request by School. TLC Transit, LLC shall provide written notification to School prior to any material change in or cancellation of any such insurance coverage. For the duration of this Agreement, TLC Transit, LLC shall provide, at its own expense, worker's compensation, professional liability and malpractice, general liability, and automotive insurance coverage of no less than one million dollars ($1,000,000) per incident and three million dollars ($3,000,000) in the aggregate. TLC Transit, LLC agrees to name School as an additional insured under such coverages and to furnish the School with satisfactory evidence of such insurance upon request.

10. Vehicles. All non-emergency medical transportation vehicles utilized by TLC Transit, LLC to provide services under this Agreement will be equipped to meet all local, state, and federal requirements. TLC Transit, LLC represents and warrants that it and its employees and agents rendering the services to patients of the School are duly licensed and certified by applicable agencies and shall maintain for the duration of this Agreement any such license and certifications.

11. Documentations. School agrees to provide TLC Transit, LLC with student information such as face sheets, medication sheets, and other information of documentation necessary for billing purposes.

12. Access to Books and Records. Until the expiration four (4) years after the furnishing of services pursuant to this Agreement, TLC Transit, LLC shall, upon written request, make available to the Secretary of the Department of Health and Human Services (DHHS), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by Facility under this Agreement. This provision would apply

if the amount paid under the Agreement is Ten Thousand Dollars ($10,000) or more over a twelve (12) month period. The availability of TLC Transit, LLC books, documents and records will at times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of DHSS in regulations, and other applicable laws. TLC Transit, LLC disclosure under this provision will not be construed as a waiver of any legal rights to which TLC Transit, LLC or Facility may be entitled under statute or regulation.

13. Medical Necessity. School is responsible for determining any medical necessity determinations required to enable any student to receive services under this Agreement.

14. Indemnification. Intentionally Omitted.

15. Independent Contractor. None of the provisions of the Agreement are intended to create (nor shall be deemed or construed to create) any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the Agreement.

16. Waiver of Breach. The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

17. Force Majeure. Neither of the parties herein shall be liable to the other for failure to performance under this Agreement due to events o that are not within its control including but not limited to acts of God, fires, floods, storms, earthquakes, public disorders, pandemics, quarantine restrictions, labor disturbance, inability to access equipment, materials, labor or supplies, compliance with any law, order or control of, or insistence by any governmental or military authority.

18. Entire Agreement. This Agreement, the attached hereto and made part hereof, constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties (including, without limitations, any prior agreement between School and TLC Transit, LLC or any of its subsidiaries or affiliates) with respect to the subject matter hereof. This agreement shall not be amended, altered or modified, except by an instrument in writing duly executed by the parties and their respective rights and obligations herein may not be assigned in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

Appendix C

Inserts:

- **Proof of Insurance – (Available upon request)**
- **TLC Transit Policy Handbook and Procedures Manuals – (Available upon request)**
  Including, but not limited to:
  - **Inclement weather plan**
  - **Emergency response procedure**
  - **Driver responsibility and disciplinary procedure**
  - **Driver instruction and training process**

Acceptance of two Memorandum of Understandings between Wood County Children's Services Association (dba Children's Resource Center) and Bowling Green City Schools for on-site mental health services for all children, elementary through high school for the 2024-2025 school year, July 1, 2024 through June 30, 2025.

WOOD COUNTY CHILDREN'S SERVICES ASSOCIATION
Dba Children's Resource Center
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2024, by and between **Children's Resource Center** ("CRC"), located 1045 Klotz Road, Bowling Green, Ohio, 43402, and **Bowling Green City Schools** located 137 Clough St., Bowling Green, Ohio, 43402.

WHEREAS, this **MOU** sets forth guidelines regarding services provided by **CRC** to Bowling Green City Schools and is funded partially through **Bowling Green City Schools** and also funded through third party payers.

NOW, THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

I. **CRC'S RESPONSIBILITIES**

CRC agrees to provide the following:

A. Comply with all applicable state, local, and federal statutes, rules, and regulations.

B. Provide the following mental health services for youth and families referred by **Bowling Green City School**'s referral process:

1. Provide 1.8 on-site full-time mental health professionals to conduct the following services:
    a. On-site Mental Health Assessments
    b. Counseling
    c. Community-based therapeutic behavioral support services
    d. Staff Training and Consultation in the areas of trauma focused care, and verbal de-escalation techniques, as needed.

2. On an as needed basis, and at the request of **Bowling Green City Schools, CRC** will provide the following:
    a. Crisis Intervention

3. Maintain waitlist (if applicable) and/or refer students to additional programs upon 1.8 full- time employees having full caseloads

II. **BOWLING GREEN CITY SCHOOLS' RESPONSIBILITIES**

Bowling Green City Schools agrees to the following:

A. Provide **CRC** youth information, such as demographic information, intake assessments, and other appropriate information, insofar as practical to assist **CRC** in providing the above services.

B. Provide adequate workspace, internet and telephone access, and office supplies.

III. **BILLING**

A. **CRC** will bill **Bowling Green City Schools** $30,600 for services offered as part of this agreement.
    a. **CRC** will send a monthly invoice for $3,400 for services identified in the **MOU** from August 2024-May 2025.

B. **CRC** will bill third party payers for services offered as part of this agreement.

IV. **TERM**

This **MOU** will be effective from July 1, 2024, through June 30, 2025.

V. **TERMINATION**

This **MOU** may be terminated by either party for any reason with sixty (60) days written notice.

VI. **MUTUAL INDEMNIFICATION**

Each party shall indemnify, defend and hold the other party harmless from all liabilities, costs and expenses (including, without limitation, attorneys fees) that such party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying party contained herein or the indemnifying party's gross negligence or willful misconduct in performance of its obligations under this **MOU**.

VII. **INDEPENDENT CONTRACTOR**

It is hereby agreed by and between the parties that the relationship between **CRC** and **Bowling Green City Schools** shall be that of an independent contractor and that no employer-employee or agent-principal relationship is created by this **MOU**. **Bowling Green City Schools** is interested in the results achieved, and the conduct and control of the work will lie solely with **CRC**.

Neither party is entitled to any of the benefits provided by the other party to its employees. Moreover, it is understood that **CRC** is free to contract for similar services to be performed for other parties while it is under contract with **Bowling Green City Schools**. Each party will be solely liable and responsible to pay their respective required taxes and other obligations, including, but not limited to, withholding and social security.

VIII. **PROOF OF INSURANCE**

CRC will procure and maintain at its own cost for the duration of this **MOU** the following insurance:

A. Commercial General Liability Insurance policy in the amount of at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

B. Employers Liability (Ohio Stop Gap) Insurance in the amount of at least $1,000,000.00 each occurrence $1,000,000.00 each accident and $1,000,000.00 each disease.

C. Business Auto Liability Insurance policy in the amount of $1,000,000.00 combined single limit, on all owned, leased and hired automobiles.

D. Professional Liability (errors and omissions) insurance of at least $1,000,000.00 per claim and $2,000,000.00 in the aggregate, if applicable.

E. Umbrella and excess liability insurance policy with limits of at least $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate, above the commercial general, professional liability, and business auto primary policies.

F. Workers Compensation insurance covering all individuals performing work under this contract at the statutory limits required by the Ohio Revised Code.

IX. NONDISCRIMINATION CLAUSE

It is understood and agreed that, in compliance with the provisions of Ohio Revised Code 125.111 and Federal law, **CRC**, any subcontractor, or any persons acting on behalf of **CRC**, or any subcontractor will not:

A. Discriminate by reason of race, color, religion, sex, sexual orientation, age disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry against any citizen of the of the state in the employment of labor or workers who is qualified and available to perform the work to which employment relates.

B. In any manner, discriminate against, intimidate, or retaliate against any employee hired for performance of work under this **MOU** on account of race, color, religion, sex, sexual orientation, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

X. GOOD STANDING

CRC certifies that all approvals, licenses, registrations, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the duration of this **MOU**, **CRC** becomes disqualified from conducting business in Ohio, for whatever reason, **CRC** shall immediately notify **Bowling Green City Schools** of the disqualification.

XI. ASSIGNMENT

Neither party will assign any duties or compensation received under this **MOU** without the express prior written consent of the other party.

XII. MODIFICATION

Any alterations or modifications of the terms or conditions of this **MOU** must be in writing and signed by the parties.

XIII. DRUG FREE WORKPLACE

CRC certifies and affirms that it will comply with all applicable state and federal laws regarding a drug-free workplace. **CRC** will make a good faith effort to ensure that all employees performing work under this **MOU** while working on **Bowling Green City Schools** property will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XIV. WAIVER

Any waiver by either party of any provision or condition of this **MOU** shall not be construed or deemed to be a waiver of any other provision or condition of this **MOU**, nor a waiver of a subsequent breach of the same provision.

XV. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this **MOU** shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holing shall not affect the validity of the remaining portions hereof.

XVI. GOVERNING LAW

This **MOU** shall be interpreted, construed, and enforced in accordance with the laws of the state of Ohio without regard to choice of law and conflicts of law principles. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this **MOU** shall be in the state courts located in the State of Ohio.

XVII. CONFIDENTIALITY

Both parties agree to hold all individually identifiable patient health information (Protected Health Information") that may be shared, transferred, transmitted or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized disclosure of such information, including, but not limited to the protections afforded by applicable Federal, State and Local laws and/or regulations regarding the security and confidentiality of patient health care information including, but not limited to, any regulations, standards or rules promulgated pursuant to the authority of Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, the parties agree as follows: (1) to maintain safeguards as necessary to ensure that the Protected Health Information is not used or disclosed except as provided herein; (2) to ensure that any subcontractors or agents to whom it provides Protected Health Information received from the covered entity will agree to the same restrictions and conditions that apply with respect to such information; (3) to make available respective internal practices, books and records relating to the use and disclosure of Protected Health Information received from the other HHS or its agents; (4) to incorporate any amendments or corrections to Protected Health Information when notified by the other that the information is inaccurate or incomplete; (5) to return or destroy all Protected Health Information received from the other that it still maintains in any form and not to retain any such Protected Health Information upon termination of this Agreement; (6) they have applicable policies for providing access to Protected Health Information to the subject of that information; and (7) to report to the other any use or disclosure of Protected Health Information which is not provided for in this Agreement. It is further agreed that the individuals whose Protected Health Information is disclosed pursuant to this Agreement are intended third party beneficiaries of this Agreement."

XVIII. NOTICES

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if and when personally delivered or sent, postage prepaid, by certified mail, or by facsimile or electronic mail to:

If to **Bowling Green City Schools:** Bowling Green City Schools
Attn. Dr. Ted Haselman, Superintendent
137 Clough St.
Bowling Green, OH 43402

If to **CRC:** Children's Resource Center
Melanie VanDyne, CEO
P.O. Box 738
Bowling Green OH 43402

Any party hereto may change its address for purposes of this paragraph by written notice given in manner provided above.

XIX. **ENTIRE AGREEMENT**

This **MOU** shall constitute the entire agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this **MOU** to be executed as evidenced by their signatures below:

FOR CHILDREN'S RESOURCE CENTER

_____ _____

Melanie VanDyne, Chief Executive Officer Date

FOR BOWLING GREEN CITY SCHOOLS

_____ _____

Dr. Ted Haselman, Superintendent Date

WOOD COUNTY CHILDREN'S SERVICES ASSOCIATION
Dba Children's Resource Center
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into this _____ day of _____, 2024, by and between **Children's Resource Center** ("**CRC**"), located 1045 Klotz Road, Bowling Green, Ohio, 43402, and **Bowling Green City Schools** located 137 Clough St., Bowling Green, Ohio, 43402.

WHEREAS, this **MOU** sets forth guidelines regarding services provided by **CRC** to Bowling Green City Schools and is funded partially through **Bowling Green City Schools** and also funded through third party payers.

NOW, THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

I. **CRC'S RESPONSIBILITIES**

CRC agrees to provide the following:

A. Comply with all applicable state, local, and federal statutes, rules, and regulations.

B. Provide the following mental health services for youth and families referred by **Bowling Green City School**'s referral process:

B. Provide the following mental health services for youth and families referred by **Bowling Green City School**'s referral process:

1. Provide an on-site three (3) full-time (40 hours/week) mental health professional to conduct the following services:
   a. Community Resource Linkage;
   b. Staff Training and Consultation in the areas of trauma focused care, and verbal de-escalation techniques, as needed.

2. On an as needed basis and at the request of **Bowling Green City Schools**, **CRC** will provide the following for up to 13 hours weekly:
   a. Case Management services for students that are not CRC clients
   b. Other non-billable activities which assist students meeting their needs which include but are not limited to:
      i. food insecurity
      ii. homelessness
      iii. truancy

II. BOWLING GREEN CITY SCHOOLS' RESPONSIBILITIES

Bowling Green City Schools agrees to the following:

A. Provide **CRC** youth information, such as demographic information, intake assessments, and other appropriate information, insofar as practical to assist **CRC** in providing the above services.

B. Provide adequate workspace, internet and telephone access, and office supplies.

III. BILLING

A. **CRC** will bill **Bowling Green City Schools** $51,000 for services offered as part of this agreement.
   a. **CRC** will send a monthly invoice for $5,666.67 for services identified in the **MOU** from August 2024-May 2025.

B. **CRC** will bill third party payers for services offered as part of this agreement.

IV. TERM

This **MOU** shall be effective from July 1, 2024, through June 30, 2025.

V. TERMINATION

This **MOU** may be terminated by either party for any reason with sixty (60) days written notice.

VI. MUTUAL INDEMNIFICATION

Each party shall indemnify, defend and hold the other party harmless from all liabilities, costs and expenses (including, without limitation, attorneys fees) that such party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying party contained herein or the indemnifying party's gross negligence or willful misconduct in performance of its obligations under this **MOU**.

VII. INDEPENDENT CONTRACTOR

It is hereby agreed by and between the parties that the relationship between **CRC** and **Bowling Green City Schools** shall be that of an independent contractor and that no employer-employee or agent-principal relationship is created by this **MOU**. **Bowling Green City Schools** is interested in the results achieved, and the conduct and control of the work will lie solely with **CRC**.

Neither party is entitled to any of the benefits provided by the other party to its employees. It is further understood that **Bowling Green City Schools** does not agree to use **CRC** exclusively. Moreover, it is understood that **CRC** is free to contract for similar services to be performed for other parties while it is under contract with **Bowling Green City Schools**. Each party will be solely liable and responsible to pay their respective required taxes and other obligations, including, but not limited to, withholding and social security.

VIII. PROOF OF INSURANCE

CRC will procure and maintain at its own cost for the duration of this **MOU** the following insurance:

A. Commercial General Liability Insurance policy in the amount of at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

B. Employers Liability (Ohio Stop Gap) Insurance in the amount of at least $1,000,000.00 each occurrence $1,000,000.00 each accident and $1,000,000.00 each disease.

C. Business Auto Liability Insurance policy in the amount of $1,000,000.00 combined single limit, on all owned, leased and hired automobiles.

D. Professional Liability (errors and omissions) insurance of at least $1,000,000.00 per claim and $2,000,000.00 in the aggregate, if applicable.

E. Umbrella and excess liability insurance policy with limits of at least $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate, above the commercial general, professional liability, and business auto primary policies.

F. Workers Compensation insurance covering all individuals performing work under this contract at the statutory limits required by the Ohio Revised Code.

IX. NONDISCRIMINATION CLAUSE

It is understood and agreed that, in compliance with the provisions of Ohio Revised Code 125.111 and Federal law, **CRC**, any subcontractor, or any persons acting on behalf of **CRC**, or any subcontractor will not:

A. Discriminate by reason of race, color, religion, sex, sexual orientation, age disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry against any citizen of the of the state in the employment of labor or workers who is qualified and available to perform the work to which employment relates.

X. **GOOD STANDING**

CRC certifies that all approvals, licenses, registrations, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the duration of this **MOU**, **CRC** becomes disqualified from conducting business in Ohio, for whatever reason, **CRC** shall immediately notify **Bowling Green City Schools** of the disqualification.

XI. **ASSIGNMENT**

Neither party will assign any duties or compensation received under this **MOU** without the express prior written consent of the other party.

XII. **MODIFICATION**

Any alterations or modifications of the terms or conditions of this **MOU** must be in writing and signed by the parties.

XIII. **DRUG FREE WORKPLACE**

CRC certifies and affirms that it will comply with all applicable state and federal laws regarding a drug-free workplace. **CRC** will make a good faith effort to ensure that all employees performing work under this **MOU** while working on **Bowling Green City Schools** property will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XIV. **WAIVER**

Any waiver by either party of any provision or condition of this **MOU** shall not be construed or deemed to be a waiver of any other provision or condition of this **MOU**, nor a waiver of a subsequent breach of the same provision.

XV. **SEVERABILITY**

If any section, subsection, sentence, clause, phrase or portion of this **MOU** shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holing shall not affect the validity of the remaining portions hereof.

XVI. **GOVERNING LAW**

This **MOU** shall be interpreted, construed, and enforced in accordance with the laws of the state of Ohio without regard to choice of law and conflicts of law principles. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this **MOU** shall be in the state courts located in the State of Ohio.

XVII. CONFIDENTIALITY

Both parties agree to hold all individually identifiable patient health information (Protected Health Information") that may be shared, transferred, transmitted or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized disclosure of such information, including, but not limited to the protections afforded by applicable Federal, State and Local laws and/or regulations regarding the security and confidentiality of patient health care information including, but not limited to, any regulations, standards or rules promulgated pursuant to the authority of Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, the parties agree as follows: (1) to maintain safeguards as necessary to ensure that the Protected Health Information is not used or disclosed except as provided herein; (2) to ensure that any subcontractors or agents to whom it provides Protected Health Information received from the covered entity will agree to the same restrictions and conditions that apply with respect to such information; (3) to make available respective internal practices, books and records relating to the use and disclosure of Protected Health Information received from the other HHS or its agents; (4) to incorporate any amendments or corrections to Protected Health Information when notified by the other that the information is inaccurate or incomplete; (5) to return or destroy all Protected Health Information received from the other that it still maintains in any form and not to retain any such Protected Health Information upon termination of this Agreement; (6) they have applicable policies for providing access to

Protected Health Information to the subject of that information; and (7) to report to the other any use or disclosure of Protected Health Information which is not provided for in this Agreement. It is further agreed that the individuals whose Protected Health Information is disclosed pursuant to this Agreement are intended third party beneficiaries of this Agreement."

XVIII. NOTICES

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if and when personally delivered or sent, postage prepaid, by certified mail, or by facsimile or electronic mail to:

If to **Bowling Green City Schools:** Bowling Green City Schools
Attn. Dr. Ted Haselman, Superintendent
137 Clough St.
Bowling Green, OH 43402

If to **CRC**: Children's Resource Center
Melanie VanDyne, CEO
P.O. Box 738
Bowling Green OH 43402

Any party hereto may change its address for purposes of this paragraph by written notice given in manner provided above.

XIX. **ENTIRE AGREEMENT**

This **MOU** shall constitute the entire agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this **MOU** to be executed as evidenced by their signatures below:

FOR CHILDREN'S RESOURCE CENTER

_____ _____

Melanie VanDyne, Chief Executive Officer Date

FOR BOWLING GREEN CITY SCHOOLS

_____ _____

Dr. Ted Haselman, Superintendent Date

Acceptance of a Personal Service Contract between Tammy Alexander & Associates, LLC and Bowling Green City School District for instruction and assessment for a special needs student effective May 28, 2024 through August 23, 2024.

TAMMY ALEXANDER & ASSOCIATES, LLC
ALEXANDER READING SPECIALISTS

Personal Service Contract

This contract is entered into between Tammy Alexander & Associates, LLC (DBA Alexander Reading Specialists), located at 4165 Monroe Street, Suite B, Toledo, OH 43606 and Bowling Green City Schools, located at 137 Clough Street, Bowling Green, OH 43402.

Bowling Green City Schools agrees to pay Tammy Alexander & Associates, LLC $75 per hour. Tammy Alexander & Associates, LLC agrees to provide the following services for Bowling Green City Schools.

1. **Academic Language Instruction to** [redacted]

Up to 30 hours of academic language instruction to [redacted] are to be provided from May 28 through August 23, 2024.

2. **Assessment and reporting of** [redacted] **progress.**

Up to 4 hours of assessments/written progress reports/tracking/reporting of [redacted] progress are to be provided from May 28 through August 23, 2024.

Payment is to be made by check (payable to "Tammy Alexander & Associates, LLC") within 30 days of receipt of a monthly invoice documenting the hours of instruction/assessment/reporting that were provided or offered. In the case of a "no show," a forgotten appointment, or a same-day cancellation, Tammy Alexander & Associates, LLC has a "no-show" policy of charging for a scheduled session unless a cancellation notice is received 24-hours prior to the scheduled appointment. Exceptions are made for substantiated medical reasons.

Invoices will be emailed to Allie Willibey, Executive Director of Pupil Services, at <awillibey@bgcs.k12.oh.us>.

This contract is entered into this 14th day of May, 2024.

Date: _____

Tammy Alexander, Director
Tammy Alexander & Associates, LLC

_____
Ted Haselman, Superintendent
Bowling Green City Schools

Review and adoption of the following revised/replacement policies:
2623 – Third Grade Reading Guarantee
2623.02 – Student Assessment and Academic Intervention Services
3120.04 – Employment of Substitutes
3140 – Termination, Resignation and Retirement
4140 – Termination and Resignation
4410 – Unclassified I Employees' Terms of Employment
5310 – Health Services
8600 – Transportation
8600.04 – Bus Driver Certification
8640 – Transportation for Field and Other District-Sponsored Trips
8650 – Transportation by School Van
8660 – Incidental Transportation of Students by Private Vehicle

Approval of a Request for Student Trips:
Approval of a student trip request for BG Bobcat Wrestlers to attend the 2024 Team Camp 1/High Country Wrestling Camp on June 24 through June 28, 2024 at Appalachian State University, Boone, North Carolina.
Advisor: D.J. Deiter
All costs to be paid by student. Transportation via the school van.

Review and accept 2024-2025 handbook as presented to the Board:
Parent Handbook for BG Preschool
(Copies available at Superintendent's Office; after approval, handbooks to be posted on BG Schools website and copies available in individual buildings)

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

11728 Motion by Thompson seconded by Gonyer to approve the Farm Land Lease Agreement between the Board of Education of the Bowling Green City School District and Austin Fiebelkorn.

FARM LAND LEASE AGREEMENT

This Farm Land Lease Agreement (this "Lease"), effective _____ ___, 2024 (the "Effective Date"), is being entered into by and between the **BOARD OF EDUCATION OF THE BOWLING GREEN CITY SCHOOL DISTRICT**, a political subdivision of the State of Ohio ("Lessor"), having a notice address of 137 Clough Street, Bowling Green, Ohio 43402 and **AUSTIN FIEBELKORN**, an individual ("Lessee"), having a notice address of _____
_____.

1. Description of Leased Premises. Lessor hereby leases to Lessee the approximately 10 acre tillable portion shown on the attached Exhibit A, (the "Leased Premises") of the approximately 39.08 acres of real property, which is known as tax parcel B08-510-130402001000 and located at 0 Poe Road, Bowling Green, Wood County, Ohio (the "Property") for the limited purpose of farming such Leased Premises.

2. Lease Term. The term of this Lease (the "Term") shall commence on the date of execution of this Lease and ending on December 31, 2024. Lessor shall have the right to terminate this Lease if it determines that the Leased Premises are needed for school purposes or may be advantageously sold, provided Lessor gives Lessee at least 60 days' notice thereof; however, if the termination date would occur following the planting season but prior to the harvest season, the parties shall work together to either coordinate the timing of expiration of the Term on such date as will permit the harvest to be completed or provide for compensation to the Lessee (at then-current market value) for crops unable to be harvested due to the Lessor's development or other schedule of use.

3. Lease Payments. Lessee shall pay to Lessor, without demand, deduction, or set-off, One Hundred and Fifteen Dollars ($115.00) per acre for a total of One Thousand One Hundred Fifty Dollars ($1,150.00) per year as rent for the Leased Premises, payable on the earlier to occur of (i) one week after the crops are harvested, or (ii) December 31, 2024. The payment shall be made payable to and deposited into the Bowling Green FFA Land Lab Account in order to be used as deemed appropriate by the FFA Advisor for educational and leadership purposes. In the case of drought or other Acts of God, the above-mentioned rent may be negotiated.

4. Use and Care of Leased Premises.

a. Lessee shall use the Leased Premises for farming purposes only. Any profit attributable to such use shall belong to Lessee, and any loss attributable to such use shall be Lessee's responsibility. Lessor does not warrant the condition of the soil or that the Leased Premises are suited to a successful farming use and assumes no responsibility for the success or failure of such use for any reason.

b. Lessee shall cultivate, fertilize, and manage the Leased Premises in a manner consistent with good and prudent agricultural husbandry practices and prevailing standards of care in the farming industry.

c. All fertilization, liming, and other agricultural practices shall be done at the sole expense and shall be the sole responsibility of Lessee. Lessee shall not use any animal, human, or biochemical waste as fertilizer.

d. Lessee shall control soil erosion as completely as practicable; keep in good repair all terraces, open ditches, inlets, and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways; repair any damage to field tile caused by Lessee; and refrain from any operation or practice that will injure such structures. The foregoing, however, shall not obligate Lessee to remedy any soil erosion existing prior to the commencement of the Term, unless such soil erosion was caused by Lessee during its prior term which immediately preceded this Term.

e. Lessee shall not commit waste on the Leased Premises, it being the parties' intent that, at the expiration of the Term, the property shall be in the same condition as at the start of the Term of this Lease, save for normal wear and tear generally associated with a farming use of the land consistent with Lessee's obligations hereunder.

f. Lessee shall keep the Leased Premises free from brush, briars, thistles, and other noxious weeds, except that Lessee shall not be required or permitted to modify the tree lines on the Property, if any.

g. Lessee shall keep the Lease Premises in good condition and remove any debris on the Leased Premises.

h. Lessee shall not use the Leased Premises for any illegal purposes.

i. Lessee shall comply with all laws, ordinances, rules, regulations, requirements and order of any governmental authority and agency having jurisdiction over the Leased Premises and the use thereof.

j. Lessee shall not make any improvements or install any fixtures on the Leased Premises without the express, advance written approval of Lessor.

k. Lessee shall not store or leave automobiles, trucks, tractors, or other farm equipment on the Leased Premises except in the normal course of farming.

l. No livestock shall be allowed on the Leased Premises for any purpose whatsoever.

m. Lessee shall not receive, store, process, package, distribute, release, emit, or discharge at or from the Leased Premises any hazardous substances, as defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601, et seq., or any hazardous waste as defined under the Solid Waste Disposal Act, 33 U.S.C. Sections 7401, et seq., or any toxic pollutants, as defined under the Clean Water Act, 33 U.S.C. Sections 1251, et seq., except for such substances that are customarily and usually applied in connection with normal agriculture practices, provided such customary practices are conducted consistently with all federal, state, and local environmental laws and regulations, including but not limited to the federal laws specifically noted herein.

n. Lessee shall not cut or permit the cutting, clearing, pruning, or trimming of any trees for any purposes without the prior written approval of Lessor.

5. No Assignment of Lease. Lessee shall not assign its interest in this Lease or sublet the Leased Premises, or any part thereof, or any right or privilege appurtenant thereto, or allow any person or entity other than Lessee to use any part of the Leased Premises. Any purported transfer of Lessee's interest in this Lease or the Leased Premises shall be null and void and shall not confer any rights upon the purported transferee.

6. Insurance. Lessee shall certify to Lessor, prior to the commencement of the Term, that it has procured, and Lessee shall thereafter maintain, commercial general liability insurance coverage suitable and customary to farming operations (including claims arising out of automobile and farming equipment) of not less than $1,000,000 per occurrence. Lessor shall be shown as additional insured under Lessee's liability policy and Lessee shall provide a certificate of coverage to Lessor. Lessee's liability policy, at minimum, shall cover claims and liabilities arising from Lessee's occupancy and use of the Leased Premises, including all claims and liabilities of, against, or to Lessee's agents, employees, and invitees, and Lessee shall maintain such liability coverage throughout the Term of this Lease. Lessee shall be responsible for insuring its equipment and other personal property kept or used in or on the Leased Premises, and Lessor shall have no liability to Lessee whatsoever for any losses or damage to Lessee's equipment and other personal property kept or used on the Leased Premises, regardless of cause, and Lessee agrees that it shall look solely to its property insurer with respect to claims for any such losses or damages, and Lessee's insurer shall have no right of subrogation against Lessor with respect to such claims.

7. Right of Entry/Educational Purposes. Lessor reserves the right for its agents, its employees, and its successors and assigns to enter upon the Leased Premises to inspect the same, to make improvements, to make plans for development of the Property, and for any and all lawful purposes arising from ownership of the Leased Premises so long as it does not unreasonably interfere with the rights of Lessee as provided in this Lease. Lessor specifically reserves the right to have the Leased Premises inspected by a civil engineer or other qualified entity to determine that the Leased Premises are not reverting to wetlands. Further, Lessee acknowledges and agrees that Lessor has the right to use the Leased Premises for educational purposes.

8. Utilities and Services. Lessee shall be responsible for paying for any services that Lessee requires in connection with its use of the Leased Premises.

9. Binding on Heirs. The provisions of this Lease shall be binding upon the heirs, executors, administrators, and successors of both Lessor and Lessee in like manner as upon the original parties.

10. Partnership, Joint Venture or Employment Relationship. This Lease shall create only a relationship of landlord-tenant and shall not create or be construed as creating a partnership, joint venture, or employment relationship between Lessor and Lessee.

11. Yielding Possession. Lessee agrees at the expiration or termination of this Lease to yield possession of the Leased Premises to Lessor without further demand or notice, in as good order and condition as when they were entered upon by Lessee and consistent with Lessee's maintenance and upkeep obligations under this Lease, with loss by fire, flood, tornado, and ordinary wear excepted. Lessee shall be permitted a reasonable period to harvest crops in the event that weather conditions prevent such harvest prior to the termination of this Lease.

12. Mineral Rights. Nothing in this Lease shall confer upon Lessee any right to minerals underlying the land within the Leased Premises. Such mineral rights are hereby reserved by Lessor.

13. Indemnification. Lessee shall indemnify and save harmless Lessor from any liability or damages Lessor may suffer as a result of claims, demands, costs, or judgments against Lessor arising out of the use of the Leased Premises by Lessee, its agents, employees, or invitees during the Term.

14. Default. All covenants and agreements made by Lessee under this Lease are declared to be conditions of this Lease for the Term demised to Lessee. Should Lessee default in the performance of any covenant, condition or agreement contained in this Lease, Lessor may terminate the Lease, and/or bring an action for damages, performance, or other suitable remedy in a court of competent jurisdiction. Any

failure by Lessor to strictly enforce any provision of this Lease shall not be deemed to constitute a waiver of the provision or of Lessor's rights in connection with such failure and shall not serve to restrict or limit Lessor's ability to strictly enforce this Lease or any of its provisions at any time thereafter.

15. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally to the other party or an agent of the other party, delivered by electronic mail or facsimile, or mailed by certified mail to the other party at its respective address appearing in this Lease, or to such other address as either party may have given prior notice of in writing.

16. Brokers. Lessee represents that Lessee has had no dealings with any realtor, broker, or other agent in connection with this Lease, and Lessee shall be responsible for and hold Lessor harmless from claims for brokerage commissions, fees, compensation, or other liability to any realtor, broker, or agent claiming by, through or on behalf of Lessee in connection with this Lease.

17. Miscellaneous. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by the party against whom enforcement is sought. Nothing contained in this Lease shall be construed to limit, restrict, alter, or otherwise modify limitations on the liability of Lessor that are applicable to Lessor under the Ohio Revised Code and other applicable law. This Lease may be executed in multiple counterparts, and transmitted via facsimile or electronic mail, each of which counterpart, whether in original, faxed or emailed form, shall constitute an original, but all of which shall constitute one document.

18. Board Approval. This Lease is subject to Board approval.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the Effective Date.

LESSOR:

BOARD OF EDUCATION OF THE BOWLING GREEN CITY SCHOOL DISTRICT

By: _____
Tracy Hovest, Board President

By: _____
Cathy Schuller, Treasurer

STATE OF OHIO :
COUNTY OF WOOD :

The foregoing instrument was acknowledged before me this _____ day _____, 20___, by Tracy Hovest, the Board President, and Cathy Schuller, the Treasurer, of the Board of Education of the Bowling Green City School District, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
Notary Public

Commission Expires: _____

LESSEE:

_____
AUSTIN FIEBELKORN

STATE OF OHIO :
COUNTY OF WOOD :

The foregoing instrument was acknowledged before me this _____ day _____, 20___, by Austin Fiebelkorn on his own behalf. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
Notary Public

Commission Expires: _____



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

11729 It was moved by Myers seconded by Gonyer to approve the Collective Bargaining Agreement between Bowling Green Board of Education and the Bowling Green Education Association for contract period July 1, 2024 through June 30, 2026.

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

11730 It was moved by Geer seconded by Thompson approving the Resolution Ranking Construction Manager-at-Risk Statements of Qualification and Authorizing the Solicitation of Technical and Pricing Proposals.

The Board of Education of the Bowling Green City School District met in regular session at six o'clock p.m. on the 21st day of May, 2024. The meeting was held in the Portage Village Hall Building, 110 W Walnut St, Portage OH 43451, with the following members present:

_____ _____

_____ _____

_____

_____ moved the adoption of the following resolution:

BOWLING GREEN CITY SCHOOL DISTRICT

RESOLUTION NO. ____

RESOLUTION RANKING CONSTRUCTION MANAGER-AT-RISK STATEMENTS OF QUALIFICATION AND AUTHORIZING THE SOLICITATION OF TECHNICAL AND PRICING PROPOSALS

WHEREAS, the Board of Education (hereinafter called the "Board") has determined the need to construct a new High school building and related improvements (hereinafter, "the Project"); and

WHEREAS, the Board of Education has engaged an architect for the Project, DLR Group; and

WHEREAS, the Board of Education (hereafter referred to as the "Board") publicly announced a request for statements of qualification for construction manager at-risk services for the Project; and

WHEREAS, the Board authorized the Superintendent to solicit statements of qualification in accordance with law and with the assistance of the Board's legal counsel and Architect, and to make recommendations to the Board regarding the top-ranked firm(s).

WHEREAS, the Board received statements of qualification from the following firms in response to the public announcement:

1. Gilbane Building Company
2. Mosser Construction
3. Rudolph Libbe, Inc
4. Turner Construction Company

WHEREAS, the Superintendent, with the assistance of the Architect and authorized representative evaluated the statement of qualifications of said firms based on the criteria set forth

in the Request for Statements of Qualifications issued by the Board; and

WHEREAS, based upon said evaluation, the Superintendent has made a recommendation as to the qualifications of the top-ranked firms.

NOW, THEREFORE, BE IT RESOLVED, by the Board, that after careful consideration and evaluation of the information before it:

Section 1. The Board hereby accepts the recommendation of the Superintendent and hereby finds and determines that the following firms shall be the short-listed firms for purposes of the second phase of the selection process:

1. Gilbane Building Company
2. Mosser Construction
3. Rudolph Libbe, Inc

Section 2. The Superintendent, with the assistance of the authorized representative, the Architect, and Board counsel is hereby authorized to solicit technical and pricing proposals from the firms listed in Section 1 above through the issuance of a request for proposals substantially similar to that which is on file with the Board.

Section 3. That this Board hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board; and that all deliberations of this Board and its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall be in full force and effect from and immediately after its adoption and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this Resolution.

_____ seconded the motion and the roll being called upon the question of the adoption of the Resolution, the vote resulted as follows:

AYE:

NAY:

ADOPTED this 21st day of May, 2024.

_____
Cathy Schuller, Treasurer

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

11731 It was moved by Gonyer, seconded by Thompson to enter into executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official and to prepare for conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Enter Executive Session: 7:11 p.m.
Exit Executive Session: 7:54 p.m.

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

11732 It was moved by Myers, seconded by Gonyer to accept the resignation of Treasurer, Cathy Schuller, effective June 3, 2024.

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

RECORD OF PROCEEDINGS

Minutes of Meeting

Held _____ 20_____

11733 It was moved by Thompson, seconded by Gonyer to appoint Richelle Oberlin as Interim Treasurer from June 3, 2024 through July 31, 2024.

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

11734 It was moved by Gonyer, seconded by Thompson authorizing the President of the Board to enter into negotiations for compensation with Richelle Oberlin for Interim duties.

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

11735 It was moved by Myers, seconded by Thompson to adjourn at 7:56 p.m.

Roll Call: Ayes: Myers, Thompson, Geer, Gonyer, 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 May 21, 2024.

_____

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