

RECORD OF PROCEEDINGS

Minutes of Bowling Green City Schools Board of Education Regular Meeting

Held Performing Arts Center March 24, 20 26

Bowling Green City Board of Education
Bowling Green, Ohio
March 24, 2026
Regular Meeting

The regular meeting of the Bowling Green City Board of Education was called to order by Vice-President Hovest at 6:00 p.m. on Tuesday, March 24, 2026 at the Performing Arts Center.

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

Introduction of guests and visitors:
Jan Larson-McLaughlin-BG Independent News
Clint Corpe-The Morning Show WBGU
Gene Geist, Peg Baker & Lee Hakel-The League of Women Voters.
Rick Buselle

Opportunity for public to address the Board
None

Special Presentation
Bowling Green High School Girls Swimming
Alayna Mahan 50 Yard Freestyle & 100 Yard Breaststroke
Mia Buff 100 Yard Butterfly & 100 Yard Backstroke
Melanie Long 500 Yard Freestyle & 200 Yard Freestyle
Melanie Long, Mia Buff, 200 Yard Medley Relay & 400 Yard Freestyle Relay
Alayna Mahan & Maura Desmond

Bowling Green High School Girls Bowling
Isabelle Grames NLL All League First Team & All Ohio Honorable Mention

Bowling Green High School Boys Bowling
Conner Main NLL All League First Team

Bowling Green High School Boys Basketball
Kiptyn Shank NLL All League First Team

Bowling Green High School Hockey
Nolan Winger NHC First Team & Player of the Year
Cash Wisniewski NHC First Team

Board President Report
None

Superintendent's Report
Dr. Ted Haselman

11914 It was moved by Geer, seconded by Thompson to approve the February 17, 2026 regular meeting minutes and the February 25, 2026 special meeting minutes.

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

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held 20

11915 It was moved by Myers, seconded by Thompson approving the Treasurer's Report for February 2026, the Tax Rate Resolution, the Bank Depository agreement with Huntington Bank (March 1, 2026 through February 28, 2031) and the establishment of M.S. Drone & Robot Grant (019-0703).

SCHEDULE A

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

Bowling Green CSD Confirming Rate Resolution 2025/2026	AMOUNT APPROVED BY BUDGET COMM. INSIDE 10 MILL LIMITATION	AMT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR EST. OF TAX RATE LEVIED	
			INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
	Column 2	Column 3		
SUBSTITUTE LEVY (\$1,000,000)				1.08/1.09
GENERAL FUND			4.00	48.10
BOND RETIREMENT				6.35/6.35
PERMANENT IMPR.				1.20
STATE				
TOTAL	-	-	4.00	56.73/56.74
				60.73/60.74

SCHEDULE B

Levies outside 10 mill limitation, Exclusive of Debt Levies

GENERAL FUND	Term of Levy Qualified	MAXIMUM RATE AUTHORIZED TO BE LEVIED	AUDITOR'S ESTIMATE OF YIELD OF LEVY
Current Expense Levy Authorized by voters on 1976	Continuing/Y	20.80	
Current Expense Levy Authorized by voters on 11/8/1977	Continuing/Y	2.50	
Current Expense Levy Authorized by voters on 11/6/1979	Continuing/Y	4.50	
Current Expense Levy Authorized by voters on 11/3/1981	Continuing/Y	4.30	
Current Expense Levy Authorized by voters on 11/5/1985	Continuing/Y	4.00	
Current Expense Levy: Authorized by voters on 11/8/1988	Continuing/Y	4.00	
Current Expense Levy: Authorized by voters 5/6/2003	Continuing/Y	3.80	
Current Expense Levy Authorized by voters 3/17/2020	Continuing/Y	4.20	
PI Fund: Levy Authorized by voters 5/4/1999	Continuing/Y	1.20	
Substitute Emergency levy Authorized by voters on 3/17/20	Continuing/Y	\$1,000,000	

and be it further

RESOLVED, That the Treasurer of this Board be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Board Members	Vote

Resolution Adopted on this Date

Treasurer, Board of Education of Bowling Green CSD

RECORD OF PROCEEDINGS

Held

Performing Arts Center

March 24, 2026



AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS - OHIO

This Agreement for Deposit of Public Funds – Ohio (the “Agreement”) is entered into as of the date last executed below, by and between The Huntington National Bank (hereafter “Huntington”) and Bowling Green City School District (hereafter the “Public Entity”).

WHEREAS, Huntington is a public depository providing deposit products in accordance with Ohio Revised Code (ORC) Section 135, et seq.;

WHEREAS, the Public Entity wishes to deposit active, interim and/or inactive funds with Huntington; and

WHEREAS, Huntington agrees to provide the deposit services to the Public Entity as more fully described herein.

NOW THEREFORE, for consideration the receipt and sufficiency of which is hereby acknowledged, Huntington and the Public Entity agree as follows:

Deposit Amounts

For the period commencing on 3/1/2026 and through 2/28/2031, the Public Entity designates Huntington as an approved depository and Huntington will accept for deposit the following:

A. Active Deposits:	Up to the maximum sum of	\$15,000,000
B. Interim Deposits:	Up to the maximum sum of	\$10,000,000
C. Inactive Deposits:	Up to the maximum sum of	\$5,000,000
D. Total sum of Active, Interim and Inactive Deposits will not exceed		\$30,000,000

Security

Huntington participates in the Ohio Pooled Collateral Program (OPCP). Huntington provides collateral for each account at the collateral floor as set by the Ohio Treasurer’s office, or as otherwise noted on Exhibit A.

Huntington’s Business Deposit Account Agreement: the Proposal: Entire Agreement

The Business Deposit Account Agreement (formerly known as the “Rules and Regulations”) as published from time to time by Huntington shall govern the accounts established by the Public Entity, except as expressly provided herein, or as provided in the proposal as published by Huntington and accepted by the Public Entity.

Terms

Capitalized terms not defined in this Agreement shall have the meanings set forth in ORC 135, et. seq.

Assignment

Neither Huntington nor the Public Entity may assign or transfer this Agreement without the written consent of the other. Notwithstanding the foregoing, Huntington may assign or transfer this Agreement to any successor, subsidiary, parent or affiliate, or pursuant to any merger, sale, consolidation or other internal reorganization of Huntington.

Severability

If at any time any portion of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such portion shall be of no force and effect, but the illegality or unenforceability of such portion shall have no effect upon and shall not impair the enforceability of any other part of this Agreement.

Notices

All notices, requests, demands or other communications and deliveries required or authorized under this Agreement shall (a) be in writing, and (b) be sent by certified mail, private courier with return receipt or sufficient tracking to evidence delivery, or electronically; and, addressed to the attention of the signatories below, or as otherwise designated in writing to the other party. Such notice shall be effective upon confirmed receipt and a reasonable time to act.

Termination

Notwithstanding the period of time set forth above, Huntington or the Public Entity may terminate this Agreement by giving notice at least thirty (30) days prior to the effective date of termination. This Agreement may terminate, and/or become null and void, prior to the end of the designated time period stated above if an amendment of law or regulation causes this Agreement to be unlawful.

Amendment

This Agreement may not be amended or modified except in a writing executed by Huntington and the Public Entity.

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20____

BOWLING GREEN CITY SCHOOL DISTRICT

By: _____

Matt A. Feasel

Its: Treasurer/CFO

Date: _____

Address:

137 Clough St

Bowling Green, OH 43402

THE HUNTINGTON NATIONAL BANK

By: *Todd Ritzler*

Senior Vice President

Address:

519 Madison Avenue

MAD101

Toledo, OH 43604

EXHIBIT A

AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS - OHIO

Between Huntington National Bank and

BOWLING GREEN CITY SCHOOL DISTRICT

Secure deposits at an agreed upon rate. Additional charges applicable.

OPCP Collateral Percentage: 60.00%

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

11916 It was moved by Myers, seconded by Geer to approve personnel as recommended by the Superintendent.

CERTIFICATED PERSONNEL:

Resignation

Sabrina Egli Fourth Grade Crim Elem Effective Aug 1, 2026

SUPPORT PERSONNEL:

Employment

Kenneth Myers Playground Monitor Conneaut Elem Effective Feb 17, 2026
Experience Factor 1 60 working day probation

Resignation

Lucas Schang Head Mechanic District Effective March 14, 2026

Transportation Substitutes 2025-2026 School Year; \$18.53 regular route; \$18.23 extra trip; Hours to be determined by the Director of Transportation.

Manuel Carrillo Effective March 25, 2026

Probation to Provisional

Amanda Denbow Food Svc Cashier/Worker Middle School Effective March 10, 2026
Adam Konrad Assistant Bus Mechanic Effective Feb 20, 2026
Kelly McMaster Custodian 2nd Shift Middle School Effective Feb 20, 2026

OTHER PERSONNEL:

2026 Seasonal/Temporary Summer Workers: mowing/yard work; working up to 19.5 hours/week
June 2, 2026 through August 14, 2026; Experience Factor 1

Ashley Bodi Brittney Sauve Chad Shevlin – Building Volunteer

b. Joseph Nauman – Prom Chaperone

c. Connor Rogowski – Prom Chaperone

All volunteers possess satisfactory background check. Sherrie Sparks

Patricia Miller

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center

March 24, 20 26

June 2, 2026 through August 1, 2026; Experience Factor 1

Kylie Martin

June 2, 2026 through August 14, 2026; Experience Factor 0

Jodie Borders Parker Shepard* Sara McGill*

June 12, 2026 through July 31, 2026; Experience Factor 1

Jennifer Morlock

**Contingent on clear background checks and completion of all payroll paperwork.*

Volunteer Recognition (Unpaid)

Chad Shevlin Building Volunteer

Joseph Nauman Prom Chaperone

Connor Rogowski Prom Chaperone

All volunteers possess satisfactory background check.

ADMINISTRATIVE PERSONNEL:

Retirement

James Witt Director of Buildings & Grounds Effective Aug 1, 2026

Roll Call: Ayes: Myers, Geer, Hovest, Thompson

 Nays: None Motion carried.

11917 It was approved by Thompson and seconded by Geer to approve the following as requested:

By the Superintendent

Acceptance on the following gifts/donations:

\$5,000	HS Track & Field	Jerl Machine Inc.
\$32	HS Cheer Team	Brian & Penny O'Connell
\$546	Senior Night Student Section	Sponsor Steve Bateson
\$600	Schools food program	Anonymous
\$150	School food program	Anonymous
\$3,000	BG City Schools lunch program	The Hakei Family
\$500	MS 1Book BG	The Hakei Family
\$25	HS Gay Straight Alliance Club (GSA)	Cathy Leber/Screen Printed Products
\$10,700	MS Drone & Robot Labs	Meta Bowling Green Data Center
\$200	Bobcat Basics	Brenda Fite
\$211	Bobcat Basics	Rotary
\$500	DECA International Competition	Janet, Cale & Matthew Hover
\$200	Panksepp, Quinn, Sanders, Wolfe Memorial	Meredith Moon
\$200	Panksepp, Quinn, Sanders, Wolfe Memorial	Matthew Campbell
\$200	Panksepp, Quinn, Sanders, Wolfe Memorial	Alicia Kelso
\$200	Panksepp, Quinn, Sanders, Wolfe Memorial	Zmarzly Enterprises LLC
\$25	Gift certificate	Grounds for Thought
\$15 value of beverages	Bobcat Basics	Beta Sigma Phi
\$160 value of blankets	Bobcat Basics	Timothy Shaal
\$60 value of French flash cards	MS French teachers	Mary Zielinski
\$75 value of winter wear	Bobcat Basics	Ellie Barnett, Tyson's Coats
\$50 value of stocking caps	Bobcat Basics/Kenwood Elementary	Willows
\$1,000	HS After Prom	Downey Orthodontics
\$885	HS After Prom	The Curry Lounge
\$500	HS After Prom	CMC Group
\$427	HS After Prom	Dairy Queen
\$300	HS After Prom	Wendy Headley - AA Green Realty
\$250	HS After Prom	McDonald's Restaurants of BG
\$200	HS After Prom	Phipps, Shevlin & Associates
		Family Dentistry; Meijer
\$150	HS After Prom	All About You Aesthetics & Wellness

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20____

\$100

HS After Prom

BG Middle School PTO, Dental
Excellence of Bowling Green; Matt
& Terri Feasel

\$50.00 Donation – Conneaut PTO

\$ 26,911.00 TOTAL

Review and adoption of the following new/revised/replacement policies:
3440 – Job-Related Expenses (professional staff)
4440 – Job-Related Expenses (support staff)
5112 – Entrance Requirements
5421 – Grading
5430 – Class Rank
6220 – Budget Preparation
6320 – Purchasing and Bidding
6325 – Procurement – Federal Grants/Funds
6423 – Use of Credit Cards
6425 – Use of District Tax Exempt Certificate (NEW)
6460 – Vendor Relations
6465 – Affinity, Rewards, or Other Discount Programs (NEW)
8500 – Food Services

Approval of the Contract for Students with Disabilities for the 2025-2026 school year with:
Patrick Henry Local Schools for one special needs student

CONTRACT FOR CHILDREN WITH DISABILITIES
OPEN ENROLLMENT

AGREEMENT FOR EXCESS COST FOR CHILDREN WITH DISABILITIES
PURSUANT TO SECTIONS 3313.981 O.R.C., 3323.14 O.R.C., and RULE 3301-48-02(D)

District of Attendance

The Patrick Henry Local Schools Board of Education hereby enters into a contract (pursuant to Section 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(D)) for the student(s) listed below with the Bowling Green City Schools Board of Education (District of Residence) for educational purposes for the school year of 20 25 - 20 26 .

The Bowling Green City Schools Board of Education (District of Residence) hereby agrees to pay to the Patrick Henry Local Schools Board of Education (District of Attendance) for each of the listed pupil(s), an amount equal to the excess cost, if any, pursuant to Section 3323.14 of the Ohio Revised Code.

The Patrick Henry Local Schools Board of Education (District of Attendance) acknowledges that pupil(s) listed below will be reported in EMIS pointing back to the school district of residence and counted in the Enrolled ADM of the educating district, pursuant to 3317.03 O.R.C. and will generate funding at the educating district pursuant to 3317.022 O.R.C. The excess cost amount shall be calculated in accordance with the data submitted to the Ohio Department of Education in the Excess Cost System. We hereby accept the pupil(s) listed below to our schools on terms described above.

Name of Student

Address of Student

1.

Review and accept 2026-2027 handbooks as presented to the Board:
BG High School Student Handbook
BG Middle School Student Handbook
Elementary Student Handbook
Parent Handbook for BG Preschool
Bowling Green High School Athletic Handbook
Bowling Green Middle School Athletic Handbook
(Copies available at Superintendent's Office; after approval, handbooks to be posted on BG Schools website and copies available in individual buildings)

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center

March 24, 20 26

Approval of an Easement to the City of Bowling Green for a Scott Hamilton Avenue transportation improvement project/shared-use path improvement project/shared-use path

QUIT CLAIM DEED

Board of Education Bowling Green City School District, the Grantor(s), as a GIFT/DONATION to the Grantee named, does grant and forever Quit Claim to City of Bowling Green, Wood County, Ohio, the Grantee, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 011-WD

WOO-CRIM SCOTT HAMILTON SUP

SEE EXHIBIT A ATTACHED

Wood County Current Tax Parcel No. B07-511-300202001000

Prior Instrument Reference: Vol. 346, Page 517, Wood County Recorder's Office.

To have and to hold said parcel(s) unto the Grantee, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

The above parcel(s) conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees as follows:

(A) All alternatives to a proposed alignment of the highway project shall be studied and considered pursuant to the "National Environmental Policy Act of 1969," 83 Stat. 852, 42 U.S.C.A. 4321 et seq., as amended.

(B) Acceptance of the donation shall not influence the environmental assessment of the highway project, including the decision relative to the need to construct the project or selection of its specific location.

(C) The donated interest shall revert to the grantor or his successors or assigns if the interest is not required for the alignment chosen for the highway project after public hearings, if hearings are required, and adoption of the environmental document.]

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees that if at anytime the property granted, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in connection with, a road that shall be open to the public without charge, then Grantee shall vacate its road over the property granted, or the relevant part thereof, to Grantor or Grantor's then current successor in interest of record at no cost.

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20 _____

Approval of a Donation Letter to the City of Bowling Green for the Scott Hamilton Avenue transportation improvement project/shared-use path.

DONATION LETTER

February 18, 2026

Board of Education of Bowling Green City School District
137 Clough Street
Bowling Green, Ohio 43402

Re: WOO-Crim Scott Hamilton SUP
011-WD
PID: 122207

Dear Board of Education of Bowling Green City School District:

Your real property is needed by the City of Bowling Green, Wood County, Ohio for a transportation improvement project. As such, you are hereby advised that you have the right to have your property appraised by a competent appraiser and you have the right to accompany the appraiser on the inspection of your property. You have the right to be provided a written offer for the full amount of the fair market value as determined by the agency based upon the appraisal. You have the right to negotiate with the agency and if an acceptable agreement cannot be reached, the right to have the value determined by a court of law. You also have the right to be paid the full amount of the fair market value before being required to surrender possession of your property. Notwithstanding these rights, we understand you are willing to waive all, or any part of your rights noted and willingly agree to donate the property needed for the transportation project. The property is described in the attached Exhibit A which is incorporated herein.

Please be advised that if you desire to use the donation for a tax deduction, you should seek advice from the Internal Revenue Service or a tax expert regarding the current rules for appraisal valuation

The undersigned hereby acknowledges that he/she has been fully advised by an City of Bowling Green, Wood County, Ohio representative of his rights reflected above and agrees to: (1) Waive the right to receive just compensation for the property, (2) Release ODOT from obtaining an appraisal of the acquired property and (3) Execute the necessary conveyance instrument to transfer said property to City of Bowling Green, Wood County, Ohio.

Respectfully,


Joel Byers, West Erie Realty Solutions
As Agent for the City of Bowling Green, Wood County, Ohio

RECORD OF PROCEEDINGS

Held

Performing Arts Center

March 24, 2026

Approval of Amendment to the Professional Services Agreement (number 008) related to the New High School project, space C126- art room.

AIA®

Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> Bowling Green CSD New High School 530 West Poe Road Bowling Green, OH 43404	AGREEMENT INFORMATION: Date: April 22, 2024	AMENDMENT INFORMATION: Amendment Number: 008 Date: March 18, 2026
OWNER: <i>(name and address)</i> Bowling Green City School District 137 Clough Street Bowling Green, OH 43402	ARCHITECT: <i>(name and address)</i> DLR Group, inc., an Ohio corporation 250 West Street, Suite 150 Columbus, OH 43215	

The Owner and Architect amend the Agreement as follows:

DLR Group and our consultants will provide services to update the construction drawings per coordination meetings related to space C126 Art-Metal/Jewelry/Graphics. Modifications to include:

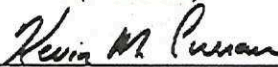
1. Incorporation of a new P3 Laser with associated modification to power locations and casework extents along the south wall and adjacent western wall.
2. Extension of exhaust branches for direct connection to the P3 Laser and glowforge.
3. Extension of wall slats for storage above equipment and casework along the south wall and adjacent western wall.
4. Modifications to the casework along the west wall to incorporate exhaust equipment under the counter for soldering and casting activities.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Increase fee for basic services by a total of Eight Thousand Dollars (\$8,000.00)

Schedule Adjustment:
No change in schedule for delivery of Construction Documents.

SIGNATURES:

<u>DLR Group, inc., an Ohio corporation</u> ARCHITECT <i>(Firm name)</i>	<u>Bowling Green City School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE Kevin Curran, AIA, NCARB, LEED AP Vice President PRINTED NAME AND TITLE	 SIGNATURE Dr. Ted Haselman, Superintendent PRINTED NAME AND TITLE
<u>March 18, 2026</u> DATE	 DATE

Roll Call:

Ayes: Thompson, Geer, Hovest, Myers

Nays: None Motion carried.

11918 It was moved by Thompson seconded by Geer to approve the request for a student trip. Acknowledgement of a student trip for DECA students [Penta Career Center program at BGHS] to attend the DECA International Career Development Conference on April 24 through April 29, 2026 in Atlanta, GA
Advisor: Cara Maxey
Costs will be paid via a combination of Penta, student-borne payments and fundraisers.

Roll Call:

Ayes: Thompson, Geer, Hovest

Abstain: Myers

Nays: None Motion carried.

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20____

11919 It was moved by Myers seconded by Geer to approve a Resolution Ratifying the Ranking of Professional Design Firms and Authorizing the Execution of an Agreement for Master Planning Design Services

**BOWLING GREEN CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

The Board of Education of the Bowling Green City School District met in regular session at six o'clock p.m. on the 24th day of March, 2026. The meeting was held at the Performing Arts Center lobby at 540 West Poe Rd., with the following members present:

_____ moved the adoption of the following resolution:

**RESOLUTION RATIFYING THE RANKING PROFESSIONAL DESIGN FIRMS AND
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR MASTER PLANNING
DESIGN SERVICES**

WHEREAS, the Board of Education is undertaking an evaluation of its facilities needs as it considers future necessary building projects and improvements; and

WHEREAS, the Board is in need of master planning professional design services for its project, including assessment of facilities, estimates of cost, feasibility studies, graphics, community outreach and input solicitation, other services, and scope that would help the Bpard prepare for and make decisions regarding the potential project.

WHEREAS, the Board authorized the release of a request for statements of qualifications from interested professional design services firms; and

WHEREAS, the Superintendent reviewed the statements of qualification received, with input from administrators he deemed appropriate, evaluated the same in order to make a recommendation to the Board;

WHEREAS, based upon said evaluation, the Superintendent has made recommendations to the Board with regard to the ranking of the firms.

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

Section 1. The Board ratifies the ranking of the Superintendent and ranks the following three professional design firms it has determined to be most qualified to provide the required criteria architect services:

- 1. DLR Group
- 2. Buehrer Group
- 3. Kleinfelder

Section 2. The Board hereby approves the agreement with the Architect as is presently on file with the Board of Education. The President and Treasurer are hereby authorized to execute said contract upon all conditions precedent to execution having been met, as advised by the Board's counsel.

Section 4. 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 of 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.

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center

March 24, 2026

Section 5. 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 24th day of March, 2026.

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

11920 It was moved by Myers seconded by Geer to approve an Agreement for Professional Design Services between Bowling Green City School District and DLR Group for master planning services.

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

This Contract is made and entered into by and between the Board of Education of the Bowling Green City School District, a public school district and political subdivision of the State of Ohio (hereinafter referred to as the 'Owner'), and DLR Group (hereinafter referred to as the 'Architect/Engineer').

WHEREAS, the Owner needs professional design services for master planning purposes ("Project"); and

WHEREAS, the Owner and the Architect/Engineer have entered into contract negotiations regarding the terms by which the professional design service required by the Owner will be provided by the Architect/Engineer.

NOW THEREFORE, be it agreed by the Parties as follows:

Section 1. Architect/Engineer's Services

- 1.1 Scope of Services. The Architect/Engineer shall provide professional design services, including, but not limited to, the scope of services set forth in the proposal submitted by DLR Group, which is attached hereto as Exhibit A, and incorporated herein by reference, and incidentally, services customarily furnished in accordance with generally accepted architectural or engineering services for the Project.
- 1.2 Standard of Care. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care and diligence, consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in a timely manner in accordance with the Project Schedule and reasonable and timely actions by the Owner and so that the Project may be completed as expeditiously and economically as possible within the Project Budget and in the best interests of the Owner. The Architect/Engineer, consistent with its standard of care and professional skills, agrees, based upon the manufacturer's specifications or observations, that materials and equipment that are specified shall be adequate for the purpose for which they are specified.

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held

20

- 1.3 Limitation of Authority. The Architect/Engineer shall not have any authority to bind the Owner for the payment of any costs or expenses not indicated herein without the express written approval of the Owner, as applicable. The Architect/Engineer shall have authority to act on behalf of the Owner only to the extent provided herein or, upon amendment to this Agreement.
- 1.4 Approval or Disapproval of Architect/Engineer's Work. The Owner shall have the right to approve or reasonably disapprove any portion of the Architect/Engineer's services on the Project, including, without limitation, any design work or documents, or Drawings prepared by the Architect/Engineer. In the event that any Phase of the Architect/Engineer's services is reasonably disapproved by the Owner, the Architect/Engineer shall proceed, when requested by the Owner, with revisions to the services, documents or Drawings prepared or performed for that Phase to attempt to satisfy the objections, but in no case shall any Owner requested revisions to services contravene or conflict with the Architect/Engineer's professional standards of skill, care and diligence and any applicable requirement of law, and shall not be inconsistent with the Owner's approved Program, Project and Budget. The Architect/Engineer acknowledges that any appropriate and timely review or approval by the Owner of any services, documents, or Drawings prepared or performed by the Architect/Engineer pursuant to this Agreement shall not relieve the Architect/Engineer of the Architect/Engineer's responsibility to properly and timely perform the Architect/Engineer's services and prepare such documents and Drawings.
- 1.4.1 The Architect/Engineer's duties and obligations, as set forth herein, and any liabilities arising hereunder shall at no time be diminished or released by reason of any approval by the Owner of the Drawings and Specifications or any other documents prepared by the Architect/Engineer.

Section 2. Project Budget and Compensation

- 2.1 The total fee to be paid to the Architect/Engineer is Two Hundred Seventy-Five Thousand Dollars (\$275,000), in accordance with the schedule set forth in Exhibit A. The Owner shall provide written notice to the Architect/Engineer of any change in the Project Budget. The Owner shall pay the fee set forth above upon completion of the scope of services set forth herein.

Section 3. Personnel

- 3.1 Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the Owner for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the Owner upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement.

Section 4. Owner's Responsibilities

- 4.1 The owner shall perform its obligations under this Agreement and shall provide such information as is necessary to assist the Architect/Engineer in its performance in a timely manner.

Section 5. Insurance and Indemnification

- 5.1 Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the Owner, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center

March 24, 20 26

5.1.1 Workers' Compensation and employer's liability insurance to the full extent as required by applicable law.

5.1.2 Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts: not less than \$1 million per occurrence, \$2 million, aggregate

5.1.3 Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1 million per occurrence, \$2 million, aggregate

5.1.4 Professional liability Insurance with limits of not less than \$5 million.

5.2 Certificates. The Architect/Engineer shall provide the Owner with certificates of insurance evidencing the required coverage and amounts, including, without limitation, any certificates of renewal of insurance. Each policy of insurance required to be purchased and maintained by the Architect/Engineer shall name the Owner as an additional insured, except for Worker's Compensation. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the Owner.

5.3 Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the Owner and its members, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, of any nature, kind or description, which (a) arise out of, are caused by or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use and consequential damages resulting therefrom, but (c) only to the extent they are caused by any acts, errors or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code.

5.4 Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the Owner and its members, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, which result from any claimed infringement of any copyright, patent or other intangible property right caused by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the Owner.

Section 6 Miscellaneous Provisions

6.1 Records. The records of all of the Architect/Engineer's payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner at all times and shall be maintained for at least six (6) years after Final Acceptance of the Project by the Owner. All other records kept by the Architect/Engineer related to the Project shall be available to the Owner at all times and shall be maintained for at least six (6) years after Final Acceptance of the Project by the Owner.

6.2 Successors and Assigns. The Owner and the Architect/Engineer, each bind themselves, their successors, assigns, and legal representatives, to the other party to this Agreement and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Agreement. Neither party to this Agreement shall assign, or transfer any right, title, or interest in this Agreement without the prior written consent of the other party.

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held

20

6.3 Extent of Agreement

6.3.1 Entire Agreement. This Agreement, including Exhibits, as attached hereto and incorporated herein, and applicable contract documents as finalized and agreed upon between the Architect/Engineer and Owner, represents the entire and integrated agreement between the Owner and the Architect/Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral.

6.3.2 Amendments. This Agreement may be amended only by a written amendment prepared by the Owner and signed by both the Architect/Engineer and the Owner.

6.3.3 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

6.4.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

6.5.5 Precedence. If there are any inconsistencies between the provisions of the Contract Documents, or Exhibits attached to said Agreement, and this Agreement, the provisions of this Agreement shall prevail.

6.6 Governing Law

6.6.1 Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction, and the State of Ohio shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

6.7 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein unless said determination shall result in a fundamental unfairness or create an unreasonable obligation on one or both parties.. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

6.8 No campaign or bond issue assistance will be provided. The Consultant's services are limited to the services described in this Agreement that will be used to define the scope of the Project and provide information to the public. The Consultant acknowledges that the District is prohibited by law from expending public funds for campaign activities and any reference to such services in Consultant's marketing literature or pricing proposal are expressly omitted from this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have each set their hand hereunder in order to signify their intent to be bound by the foregoing.

BOARD OF EDUCATION OF THE
BOWLING GREEN CITY SCHOOL
DISTRICT

DLR GROUP

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

11921 It was moved by Thompson seconded by Myers to adjourn at 6:34 p.m.

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

RECORD OF PROCEEDINGS

Minutes of

Bowling Green City Schools Board of Education

Regular Meeting

Held Performing Arts Center March 24, 2026

President

Attest: Treasurer

I, Matt Feasel, hereby certify that this is a true and accurate copy of the minutes of the Bowling Green City School District Board of Education meeting held on March 24, 2026.

Matt Feasel Treasurer/CEO (Date)
Bowling Green City School District

RECORD OF PROCEEDINGS

Minutes of

Meeting

Held _____ 20____