

RECORD OF PROCEEDINGS

Minutes of Bowling Green Board of Education

Special Meeting

Held Wood County Public Library

March 1 20 18

Bowling Green Board of Education
Bowling Green, Ohio
Special Meeting/Public Open Forum
March 1, 2018

The special meeting of the Bowling Green Board of Education was called to order by Stewart at 7:00 p.m. in the Wood County District Public Library Atrium, 251 North Main Street, Bowling Green, Ohio.

Roll Call: Present: Walker, Geer, Stewart
Absent: Carr, Clifford

There was discussion regarding all aspects of safety in our schools.

10933 It was moved Geer, seconded by Walker that the special meeting proceed in open forum.

Roll Call: Ayes: Stewart, Walker, Geer
Nays: None Motion passed.

School safety reports were presented by Superintendent Scrucci, Bowling Green Police Chief Tony Hetrick and Bowling Green Fire Chief Bill Moorman. Following those presentations, the Board heard comments from Thomas Malton, Grant Chamberlin, Jorge Chavez, Tracy Hovest, Stacia Higgins, Superintendent Scrucci, Kisaha Nichols, Kristy Sailer and George Strata.

10934 It was moved by Geer, seconded by Walker to adjourn at 8:15 p.m.

Roll Call: Ayes: Stewart, Walker, Geer
Nays: None Motion passed.

Vice President

Attest: _____ Norman Geer, Acting Secretary

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Minutes of Bowling Green Board of Education

Regular Meeting

Held Middle School Library

March 20 2018

Bowling Green Board of Education
Bowling Green, Ohio
March 20, 2018
Regular Meeting

The regular meeting of the Bowling Green Board of Education was called to order by President Carr at 5:00 p.m. in the Middle School Library.

Roll Call: Present: Walker, Stewart, Clifford, Geer, Carr
Absent: None

Special Recognition

Bowling Green High School Girls Bowling Team

2018 NLL Champions

Kelly Miller - 1st Team All-NLL

Destiny Garner - 1st Team All-NLL

Sofia Calderon - 1st Team All-NLL

Bowling Green High School Boys Bowling Team

James Alfaro - 1st Team All-NLL

Bowling Green High School Swimming

CJ Layne - 1st Team All-NLL, STATE CHAMPION 100 Breaststroke

Jack Burroughs - 1st Team All-NLL, 4th place 50 Free, 5th place 100 Free

Rona Mejiritski - 1st Team All-NLL

Jack Burroughs, CJ Layne, Jesse He, Darrin Kirchner - State Relay Qualifiers

Bowling Green High School Boys Basketball

Isaac Elsasser - 1st Team All-NLL

Bowling Green High School Ice Hockey

Blake Powers - 1st Team All-NHC

Bowling Green High School Wrestling

JT Pickens - NLL Champion

Max Fausnaugh - NLL Champion

Nick Jackson - Sectional Champion and State Qualifier

Staff AED Training

Thanks to Officer Robin Short for volunteering her time to assist with the staff required AED training in all our buildings.

The opportunity was offered for the public to address the Board on agenda items and no one responded.

Showcase Presentation

Chuck Martin: "School Maintenance"

The Superintendent's report was presented covering various topics.

10935 It was moved by Walker, seconded by Stewart to approve the minutes of the regular meeting of February 20, 2018.

Roll Call: Ayes: Walker, Stewart, Clifford, Geer, Carr
Nays: None Motion passed.

10936 It was moved by Stewart, seconded by Geer to approve the listing of expenditures and investments made February 1 through 28, 2018 and the Treasurer's monthly report.

Roll Call: Ayes: Stewart, Geer, Clifford, Walker, Carr
Nays: None Motion passed.

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Kevin Atwood - Baseball Assistant Coach / High School \$ 200.00
 Tanner Trent - Baseball Assistant Coach / High School \$ 350.00
 Derek Snowden - Track & Field Assistant Coach / High School \$ 828.00

Volunteer Recognitions

Bethany Painter - Volunteer Assistant Track & Field Coach / High School

Roll Call: Ayes: Clifford, Walker, Geer, Stewart, Carr
 Nays: None Motion passed.

10938 It was moved by Stewart, seconded by Clifford to approve items as requested by:

The Treasurer

Fiscal Year 2018 Appropriation Amendments

| Fund | Func | Description | Amount Increase(Decrease) |
|------|------|---|---------------------------|
| 001 | 2900 | General - Technology Services | \$27,000.00 |
| 018 | 1800 | Public School Support - Kenwood | 2,000.00 |
| 200 | 2078 | Student Mgd Acct - MS Sports Morale | 2,800.00 |
| 516 | 7018 | IDEA-B Special Education FY17 Carryover | 774.32 |
| 572 | 3018 | Title I-A -Improv Basic Prog FY17 Carryover | 32,044.48 |
| 587 | 4018 | IDEA - Early Childhood Spec Ed Carryover | 1.15 |
| 590 | 6018 | Title II-A -Support Effect Instruct Carryover | 32,776.75 |

The Superintendent

Acceptance of gifts

| | | | |
|-----------|--|--------------------------|----------|
| \$ 500.00 | Believe Scholarship | Steven & Rhonda Melchi | Donation |
| \$ 150.00 | 1Book BG- Elementary | Sue P. Strunk | Donation |
| \$ 200.00 | Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship | Dr. Heather Huntington | Donation |
| \$ 200.00 | Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship | Meredith Moon | Donation |
| \$ 200.00 | Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship | Alicia Kelso | Donation |
| \$ 100.00 | Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship | Andrew & Katherine Asaro | Donation |
| \$ 200.00 | Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship | Brad West | Donation |
| \$ 250.00 | Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship | Ewa & Josef Blass | Donation |
| \$ 250.00 | Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship | Joseph & Kristin Sabo | Donation |
| \$ 100.00 | Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship | Shana Johnson | Donation |

Student Trip Requests

Student trip request for BGMS Young Women in Science 7th grade students to attend Zoo Snooze on May 10, 2018 through May 11, 2018 at the Toledo Zoo in Toledo, Ohio.
 Advisor: Paula Williams Costs to be paid by student; 2 scholarships will be awarded.

Student trip request for DECA students (Penta Career Center program at BGHS) to attend the DECA International Career Development Conference April 20, 2018 to April 25, 2018 in Atlanta, Georgia.
 Advisor: Cara Maxey Costs will be paid via Penta, student contributions and fundraisers.

Student trip request for Model UN students to attend the OSUMUN (Ohio State University Model UN) conference on April 6, 2018 through April 8, 2018 in Columbus, Ohio.
 Advisor: Mary Kern Costs paid via student fundraisers and student payments.

Agreements

A Service Agreement for special needs students between Northwest Ohio Educational Service Center (NWOESC) and Bowling Green Schools for Educational Services effective August 15, 2018 through June 15, 2019.

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NORTHWEST OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

BOWLING GREEN CITY SCHOOLS

R.C. 3313.17 Service Agreement

This AGREEMENT ("Agreement") is made by the Bowling Green City Schools ("Client") and the Northwest Ohio Educational Service Center Governing Board ("NwOESC").

WHEREAS, the NwOESC is authorized to enter into agreements to provide services to the Client pursuant to R.C. 3313.17, payment of which shall be specified in this Agreement;

WHEREAS, the Client wishes to utilize the NwOESC's services during the term of this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. ENGAGEMENT AND DUTIES

a. During the term of this Agreement, the Client hereby engages the NwOESC to perform services required by the Client pursuant to R.C. 3313.17.

b. The NwOESC hereby represents and warrants to the Client that it has the necessary expertise, licenses, permits and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.

c. The NwOESC's duties shall be as follows:

Virtual Impairment (VI) Services

In this contract Program Costs are defined as the amount per pupil expended for special instruction of handicapped pupils that exceeds the amount of revenue received from state, federal, or other sources for such purposes. Included in program costs are: salaries and benefits for intervention specialists/teachers, paraprofessionals, related service personnel, and supervisory personnel; in-service and travel; supplies; textbooks; equipment; and other classroom costs.

NwOESC agrees to provide an educational program for visually handicapped students by providing a Supplemental Services Teacher (SST). The SST will make visitations to cooperating educational entities to work with the students, teachers, administrators, and parents of students who are identified as visually handicapped. The SST will assist in the development of the IEP; assist the regular classroom teacher in developing teaching strategies; provide information to school personnel regarding the needs of the student; select and adapt instructional materials and

equipment; assist in the modification of the classroom environment to meet the needs of the student; provide advice and support regarding the appropriateness of braille, orientation and mobility training, adaptive physical education, and daily living skills; and provide short-term diagnostic teaching to facilitate an appropriate education and maintain the student in the regular classroom.

Educational entities that do not need regular, ongoing services will be charged an annual SST consultation fee that will be determined annually per student. All other SST services will be provided on a program cost basis.

NwOESC agrees to operate the program in accordance with all applicable rules and regulations for special education programs in the state of Ohio. The Client assumes all responsibility for transportation of students.

The Client agrees to pay program costs incurred in the operation of the special education program provided to the cooperating educational entities. The billing for program costs shall be presented among the cooperating educational entities who have students enrolled in the program according to type of services given, and the number of students in the program as reported at mid-year and end of year and then averaged for billing purposes.

2. TERM

The NwOESC shall adopt a resolution ratifying this Agreement. This Agreement shall begin on 8/15/2018, and shall terminate on 6/15/2019.

3. COMPENSATION

Initial estimates of \$383.00 for consultation services/year; \$4,825.66 for low vision services/year; and \$14,476.94 for braille services/year. Mid-year estimates will be calculated and billed in January. Final actual costs will be billed in June of the contract period.

4. LICENSURE/CERTIFICATION

The NwOESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the NwOESC for inspection, upon request, by the Client.

5. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The NwOESC will ensure that all applicable criminal records/background check laws and any hiring restrictions imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

a. The Client and NwOESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the Client and NwOESC agree that they will only use Confidential Information for the performance of their obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.

b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

7. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via email, or regular or certified U.S. mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the NwOESC:
Northwest Ohio Educational Service Center
c/o Keri Gearhart, Superintendent, or
Homer B. Handrick, Treasurer/CFO
205 Nolen Parkway
Arlon, OH 43502-8464

If to the Client:
Bowling Green City Schools
Attn: _____ or _____
137 Clough Street
Bowling Green, OH 43402

8. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Fulton County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

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9. FORCE MAJEURE

Neither the Client nor NwOESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

11. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the NwOESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the Client and NwOESC.

12. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

13. INSURANCE/RESPONSIBILITY

- a. Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against the Client and/or NwOESC as a result of the NwOESC's provision of services under this Agreement, the Client and NwOESC shall each be responsible for its own attorney fees and costs associated with such litigation.
- b. Any and all persons employed to perform work by NwOESC, including but not limited to the supervisor, program staff, and/or other staff hired by NwOESC and assigned work for the Client are employed solely by and are the employees of NwOESC only and, when working in this capacity, are not employed by or employees of the Client. Moreover, work performed by any employee of NwOESC is not considered to be performed on behalf of the Client for the purpose of determining eligibility for coverage under the Client's group health plan. As the employer,

NwOESC is responsible for offering NwOESC employees coverage under a group health plan that is affordable and provides minimum value, if required under the Patient Protection and Affordable Care Act.

14. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

15. BINDING EFFECT

This Agreement shall not be binding until adopted by the Client and NwOESC in public session and executed by the parties.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands.

Bowling Green City Schools

By _____
(I affirm that I have authority to bind Bowling Green City Schools to the terms of this agreement)

Title _____ Date _____
(In his/her official capacity only)

And by _____
(I affirm that I have authority to bind Bowling Green City Schools to the terms of this agreement)

Title _____ Date _____
(In his/her official capacity only)

And by _____
(I affirm that I have authority to bind Bowling Green City Schools to the terms of this agreement)

Title _____ Date _____
(In his/her official capacity only)

Contracts with School Districts should be signed by the Board of Education President, Superintendent, and Treasurer/CFO

Attachment: Board Resolution No. _____ (Client-If a School District)

NORTHWEST OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

By _____ Date _____
President (In his/her official capacity only)

And by _____ Date _____
Superintendent (In his/her official capacity only)

And by _____ Date _____
Treasurer/CFO (In his/her official capacity only)

Attachment: Board Resolution No. _____ (NwOESC)

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A Service Agreement between Wood County Educational Service Center and Bowling Green City School District for Home Instruction Tutor services, tutor Addie Gearhart for a special needs student for the 2017-2018 school year - \$1,889.00

Wood County Educational Service Center
2017-2018 School Year
Service Agreement
Bowling Green City School District

This agreement shall serve as a contract between the Bowling Green City School District (providing district) and the Wood County Educational Service Center (providing district) for the 2017-2018 school year.

The Bowling Green City School District shall receive services as mutually agreed upon between the superintendents of the participating districts.

The Bowling Green City School District shall pay the Wood County Educational Service Center for the following:

Home Instruction Tutor
Tutor: Addie Gearhart
Student:

The total estimated amount of this service agreement is \$1,899, which includes all fringe benefits. Costs resulting from any claim for unemployment or severance by the individual(s) employed to fulfill this contract will be billed back to Bowling Green City School District on a pro-rated basis.

Billing for services will be made in monthly installments.

Please sign and return one copy of this agreement.

Treasurer / CFO (signature)
Bowling Green C.S.D.

Superintendent (signature)
Bowling Green C.S.D.

Date Approved

B.G.C.S.D. Resolution No.

Steve R. Sembray

Kyle Kanstkeal

Steve R. Sembray
Treasurer / CFO
Wood County B.S.C.

Kyle Kanstkeal
Superintendent
Wood County B.S.C.

An Agreement for PBIS Support Funding (Project Aware) between Wood County Educational Service Center (WCESC) and Bowling Green City Schools effective January 1, 2018 through September 29, 2018. Agreement includes a monetary reimbursement award to BGCS for PBIS implementation.

**AGREEMENT FOR PBIS SUPPORT FUNDING (PROJECT AWARE) BETWEEN
WOOD COUNTY EDUCATIONAL SERVICE CENTER AND
BOWLING GREEN CITY SCHOOLS**

THIS AGREEMENT is made this _____ day of _____, 2018, Bowling Green, Ohio, by and between the Wood County Educational Service Center (hereinafter "WCESC"), located at 1867 North Research Drive, Bowling Green, Ohio 43402 and Bowling Green City Schools, located at 137 Clough Street, Bowling Green, OH 43402, (herein referred to as the "Schools");

WHEREAS, WCESC was awarded a Project Advancing Wellness and Resilience in Education (AWARE) grant from the Substance Abuse and Mental Health Administration (SAMHSA), to invest in Wood County for the purpose of advancing mental health in schools; one aspect of which may include promoting implementation of Positive Behavior Interventions and Supports (PBIS); and

WHEREAS, WCESC desires to increase the number of districts implementing PBIS with fidelity; and

WHEREAS, WCESC has allocated funding from that grant to be used by Wood County School Districts to advance their training in and implementation of PBIS; and

WHEREAS, Schools are in need of funding to advance their training in and implementation of PBIS, and desire to take advantage of this elective opportunity for said funding; and

WHEREAS, Parties agree that effective implementation of PBIS requires awareness of a Schools' readiness for implementation and a commitment to the values and activities associated with the implementation of PBIS with fidelity; and

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

I. WCESC RESPONSIBILITIES

- A. WCESC agrees to award Schools up to \$9,000.00 plus an additional amount of \$3,458 (calculation based on their October 2017 Average Daily Membership (ADM) for a total of \$12,458 to be used for items on the Team Implementation Checklist (TIC 3.1) that were scored as "Not Yet Started" or "In Progress" at the time of the October 2017 rating.
- B. WCESC will reimburse Schools up to \$12,458 for PBIS expenses based on invoices received, but shall not exceed that amount.
- C. WCESC will work with Schools to develop a sustainability plan.
- D. WCESC will provide consultation and serve as a resource for PBIS implementation.

II. SCHOOLS RESPONSIBILITIES

- A. Schools completed the initial TIC 3.1 checklist in October 2017; the initially

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completed TIC 3.1 is incorporated herein as a part of this Agreement.

- B. Schools agree to attend two days of PBIS planning training with State Support Team-1 (SST-1) staff by May 30, 2018, if not completed previously.
C. Schools shall have consistent administrative participation at all PBIS trainings. "Administrator" may include a superintendent, a principal or a vice principal.
D. Schools shall complete the Team Implementation Checklist at the end of the 2017-2018 school year and submit it to the Project AWARE staff by June 30, 2018.
E. Schools shall work with the Project AWARE staff at the WCESC on making a plan for sustainability prior to the end of this agreement.

III. INVOICING AND CONSIDERATION

A. School shall submit monthly invoices, which must indicate the item on the TIC 3.1 that was satisfied by the purchase/expense. Invoices are submitted to:

Gina Fernbaugh, Treasurer/CFO
Wood County Educational Service Center
1837 North Research Drive
Bowling Green, Ohio 43402

- B. Invoice shall include sufficient information as to be apparent for what the expense was as it pertained to the Schools' PBIS TIC 3.1.
C. WCESC reserves the right to disallow all or part of the expense if it is not sufficiently related to advancing the PBIS activities in the attached TIC 3.1.
D. Schools shall not use funds for general operating expenses.
E. If Schools' allocated amount (\$12,458) has not been used by June 11, 2018, Schools must notify Kyle Clark, Prevention Director or Angela Fatschen, Project Manager, by e-mail (kclark@wcesc.org or afatschen@wcesc.org) of plans to use funds between June 11, 2018 and September 7, 2018. WCESC reserves the right to reallocate the remainder to another school district or for another purpose.
F. Final invoices need to be provided to WCESC no later than September 7, 2018. Invoices received after September 7, 2018 will not be eligible for reimbursement.

IV. MISCELLANEOUS

A. If any section, subsection, sentence, clause, phrase, or portion of this Agreement 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 holding shall not affect the validity of the remaining portions hereof.

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portions hereof.

- B. Any amendments, changes, or modifications of this agreement must be in writing, executed by both parties.
C. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio.

V. EFFECTIVE DATE

This Agreement shall be effective as of January 1, 2018, and end on September 29, 2018.

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

In the Presence of:

WITNESSES:

FOR WCESC:

Joc Long, Board President

Date

Gina Fernbaugh, Treasurer

Date

In the Presence of:

WITNESS:

For Schools:

Board President

Date

Treasurer

Date

APPROVED AS TO FORM:

Paul A. Dobson, Wood County Prosecuting Attorney

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CERTIFICATION OF AVAILABILITY OF FUNDS

I, Gina R. Fernbaugh, Treasurer/CFO, Wood County Educational Service Center, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of Fund, # or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Total \$

Date

Gina R. Fernbaugh, Treasurer/CFO
Wood County Educational Service Center

Roll Call: Ayes: Stewart, Clifford, Geer, Walker, Carr
Nays: None Motion passed.

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Opportunity for public and/or Board to present additional items:

Richard Chamberlain - Exhibit A - Property Tax vs. Income Tax

Paul Tyson - Safety

Brenda Pike - Add 3 mental health counselors - no new buildings. Safety/priorities

Meet with Mr. Scruci

10939 It was moved by Stewart, seconded by Clifford to go into Executive Session to discuss Safety at 5:50 p.m. The Police Chief, Fire Chief, Robin Short and Kent Buehrer were guests in Executive Session. The Fire Chief, Police Chief and Robin Short left at 7:03. Kent Buehrer left at 7:30.

Roll Call: Ayes: Stewart, Clifford, Geer, Walker, Carr
 Nays: None Motion passed.

10940 It was moved by Clifford, seconded by Carr to return from Executive Session at 8:07 p.m.

Roll Call: Ayes: Clifford, Carr, Geer, Walker, Stewart
 Nays: None Motion passed.

10941 It was moved by Stewart, seconded by Carr to adjourn at 8:08 p.m.

Roll Call: Ayes: Stewart, Carr, Clifford, Geer, Walker
 Nays: None Motion passed.

President

Attest: _____
Treasurer