

RECORD OF PROCEEDINGS

Minutes of Bowling Green Board of Education Regular Meeting

Held Crim Elementary School February 21 20 17

Bowling Green Board of Education
Bowling Green, Ohio
February 21, 2017
Regular Meeting

The regular meeting of the Bowling Green Board of Education was called to order by President Scholl at 5:00 p.m. in the Crim Elementary Cafeteria.

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

Special Recognition **Cindy Marso & Noreen Overholt**

Wood County Prosecuting Attorney's Office *Safety Kids Calendar Contest* winners
Aaron Lamb *Honorable Mention* Grade 8 Middle School
Abby Mockensturm *Honorable Mention* Grade 5 Crim Elementary

Wood County Spelling Bee
Aaron Mejritski *First Place* Grade 6 Middle School

Special Presentations

Kent Buehrer of Buehrer Group Architecture: BGHS Locker Room Wing
Rob Couturier and **Joe Thiel** of The Lockdown Company – Update on The Boot project

Showcase Presentation – **Melanie Garbig**: PBIS and PRIDE programs

Superintendent Report

Jeff Dever – AP Honor Roll

10800 It was moved by Walker, seconded by Carr to approve the minutes of the organizational meeting of January 3, 2017 and the regular meeting of January 17, 2017.

Roll Call: Ayes: Stewart, Walker, Carr, Scholl
Nays: None Motion carried.

10801 It was moved by Walker, seconded by Stewart to approve the listing of expenditures and investments made January 1 through 31, 2017 and the Treasurer's monthly report.

Roll Call: Ayes: Scholl, Stewart, Walker, Carr
Nays: None Motion carried.

10802 It was moved by Carr, seconded by Walker to approve personnel as recommended by the Superintendent:

CERTIFICATED PERSONNEL:

Contract Adjustment/Auxiliary Service/Non Public Allocation Federal Funds Personnel for 2016-2017

Tina Sadowski – St. Aloysius
Reduction in hours from 25 hours/week to 19.5 hours/week – 184 days/year
Effective February 1, 2017

SUPPORT PERSONNEL:

Resignation

Linda Silverwood – High School – Food Service Cashier/Worker
Effective January 18, 2017

Sarah Feick – Middle School – Custodian
Effective February 4, 2017

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Amy Snead – Crim Elementary – Food Service Cashier/Worker
Effective February 16, 2017

Retirement

Pamela Eyer – Guidance Secretary – High School
Effective July 1, 2017 (last day of work June 16, 2017)

George Hubbell – Bus Driver
Effective April 1, 2017 (last day of work March 31, 2017)

Leave of Absence Request

Darlene Hecht – January 13, 2017 through January 31, 2017 (return date February 1, 2017)
Extended leave without pay

Todd Lashuay – February 16, 2017 through March 16, 2017
Extended leave without pay

Probation to Provisional

Kimberly Peper – Conneaut Elementary Part Time Secretary – Effective January 23, 2017

Rodney Canterbury – Maintenance II – Effective February 15, 2017

Camron Woodward – Crim Elementary Head Custodian – Effective February 15, 2017

Michael Ackley – Bus Driver – Effective February 17, 2017

Margarita Scott – Maintenance I – Effective February 21, 2017

Employment

Christine Schramm – Food Service Cafeteria Monitor – Crim Elementary
Effective February 6, 2017; Experience Factor 5; 85 working day probation

Deborah Kokomoor – Food Service Cashier/Worker – Crim Elementary
Effective February 6, 2017; Experience Factor 1; 85 working day probation

Christy Deutschman – Food Service Cashier/Worker – Middle School
Effective February 6, 2017; Experience Factor 2; 85 working day probation

Ashley Miranda – Food Service Cashier/Worker – High School
Effective February 14, 2017; Experience Factor 4; 85 working day probation

Donnavive Burkett – Bus Driver
Effective February 13, 2017; Experience Factor 0; 85 working day probation

Supervisor Rate

Tina Bath – Supervisor Rate effective January 23 2017 through January 31, 2017 for
assuming Head Custodian duties at the Middle School (OAPSE Article 8 Section I).

Paul Booth – Supervisor Rate effective February 6, 2017 through February 24, 2017 for
assuming Head Custodian duties at the High School (OAPSE Article 8 Section I)

OTHER PERSONNEL:

Employment – Student Activity Contracts for 2016-2017

(Occasional employees in paid/contractual positions)

Raven Dotson – Softball Assistant Coach – High School

Volunteer Recognitions (Unpaid)

Armando Calderon – Volunteer Softball Assistant Coach – High School

Keith Lenhart – Volunteer Track & Field Assistant Coach – High School

Michael Daniels – Volunteer Baseball Assistant Coach – High School

Bradley Darlington – Volunteer Baseball Assistant Coach – High School

Spring Musical – Additional duties related to Spring Musical "Shrek"

Xavier Suarez – Accompanist for rehearsals and performance \$1,200.00
(To be paid from Musical Student Activity Fund)

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Employment – Home Instruction Tutor - \$24.57 / hour

Heather Tessler

For special needs and other students, as needed, for the 2016-2017 school year, plus extended school year, if needed; (Hours to be determined by Executive Director of Teaching & Learning or Executive Director of Pupil Services, on a case-by-case basis.)

ADMINISTRATIVE PERSONNEL:

Retirement

C. Sue Chandler – Food Service Director - Effective June 1, 2017 (last day of work May 31, 2017)

Roll Call: Ayes: Scholl, Stewart, Walker, Carr
 Nays: None Motion carried.

10803 It was moved by Stewart, seconded by Carr to approve items as requested:

By the Treasurer

Authorization to write off uncollectible NSF checks as listed

<u>Check date</u>	<u>Payor</u>	<u>Amount</u>		<u>Check date</u>	<u>Payor</u>	<u>Amount</u>
5/20/2009	W.D	9.00		4/22/2013	S.W.	87.00
9/10/2009	M.M.	69.80		4/19/2013	K.C.	23.20
10/13/2009	A.W.	20.00		4/19/2013	K.T.	10.00
3/12/2010	L.I.	50.00		9/3/2013	B.B.	44.75
4/23/2010	L.I.	20.00		9/11/2013	M.S.R.	30.00
8/19/2010	L.I.	15.00		9/12/2013	M.S.R.	30.00
8/19/2010	L.I.	40.00		9/11/2013	M.S.R.	46.00
10/27/2010	L.I.	26.37		2/12/2014	K.E.	46.00
12/23/2010	L.I.	112.00		8/29/2014	K.B.	24.00
1/10/2011	M.S.	400.00		8/22/2014	K.E.	80.00
11/9/2011	J.M.	55.00		9/23/14	K.E.	30.00
12/28/2011	A.N.	49.00		11/25/14	A.C.	10.00
8/15/2012	M.S.	89.75		9/29/15	I.C.	15.00
1/4/2013	R.B.	25.00		9/29/15	I.C.	30.00
1/4/2013	R.B.	25.00		9/29/15	L.Z.	30.00
2/13/2013	R.T.	20.00				1,561.87

Fiscal Year 2017 Appropriation Amendments

Fund/Func	Amount Increase(Decrease)
007	\$ 8,200.00
022	10,384.00
516	601.24
572	(1,699.46)

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

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

(CITY, VILLAGE OR RURAL BOARD OF EDUCATION)
Revised Code, Secs. 6706.34, .38

The Board of Education of the BOWLING GREEN CSD, Wood County, Ohio, met in (regular or special) session on the _____ day of _____, 2017, at the office of _____ with the following members present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Board of Education in accordance with the provisions of law has previously adopted a Revenue Estimate for the next succeeding fiscal year commencing July 1st, 2017; and

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

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

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

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

Bowling Green CSD	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	
	Column 2	Column 3	INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
EMERGENCY FUND		1,048,887.88		1.85
GENERAL FUND	2,857,892.64	14,201,201.80	4.00	48.10
BONDS RETIREMENT		1,821,163.21		2.65
LIBRARY FUND				
PERMANENT IMPR.		617,414.16		1.20
STATE				
TOTAL	2,857,892.64	17,385,768.93	4.00	53.80

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

GENERAL FUND	MAXIMUM RATE AUTHORIZED TO BE LEVIED	AUDITOR'S ESTIMATE OF YIELD OF LEVY
Current Expense Levy Authorized by voters on 1976 for not to exceed _____ years.	20.80	
Current Expense Levy Authorized by voters on 1977 for not to exceed _____ years.	2.50	
Current Expense Levy Authorized by voters on 1979 for not to exceed _____ years.	4.60	
Current Expense Levy Authorized by voters on 1991 for not to exceed _____ years.	4.30	14,201,201.80
Current Expense Levy Authorized by voters on 1985 for not to exceed _____ years.	4.00	
Current Expense Levy Fund: Authorized by voters on 1988 for not to exceed _____ years.	4.00	
Current Expense Levy: Authorized by voters 6/0/03	3.80	
Current Expense Levy Authorized by voters 6/6/2016 for not to exceed 5 years, 2016-2019	4.20	
PI Fund: Levy Authorized by voters on 6/4/89 for not to exceed _____ years cont.	1.20	617,414.16
Emergency levy Authorized by voters on 6/6/16 for not to exceed 5 yrs 2016-2019	1.70	1,048,887.88

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:

Mr. _____ Mr. _____
Mr. _____ Mr. _____
Mr. _____ Mr. _____

Adopted this _____ day of _____, 2017.

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

CERTIFICATE OF COPY Original on File

The State of Ohio, Wood County, ss.

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

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

WITNESS my signature, this day of _____, 2017.

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

By the Superintendent

Acceptance of Gifts

\$ 1,000.00	Adopt-A-Door	BG FOB #2180	Donation
\$ 200.00	Adopt-A-Door	Conneaut PTO	Donation
\$ 200.00	Adopt-A-Door	Dunn's Kiddie Kare	Donation
\$ 200.00	Adopt-A-Door	The Kellough Family	Donation
\$ 200.00	Adopt-A-Door	BG High School PTO	Donation
\$ 200.00	Adopt-A-Door	Randy & Sandy Gardner	Donation
\$ 200.00	Adopt-A-Door	Joe & Jane Fawcett	Donation
\$ 200.00	Adopt-A-Door	Maggie Fawcett & Bryan Hartzler	Donation
\$ 200.00	Adopt-A-Door	Wood Lane Residential Services Board	Donation
\$ 200.00	Adopt-A-Door	Wood Lane Residential Properties Board	Donation
\$ 200.00	Adopt-A-Door	Wood Lane Residential HUD Board	Donation
20 TI-84 Plus CE Calculators & teacher sets (Valued at \$2,480.00)		BGHS Math Department	Lubrizon Donation
\$ 500.00	Middle School Library e-book collection	Middle School PTO	Donation
<i>Air Force: Civilian to Airman</i>	Crim Library	Lois Main & Sons Scott & Todd	In Memory of Fran Bockbrader
<i>City Firefighters</i>	Crim Library	Lois Main & Sons Scott & Todd	In Memory of Fran Bockbrader
<i>Paramedics to the Rescue</i>	Crim Library	Tami Lynch	In Memory of Fran Bockbrader
<i>Ghosts</i>	Conneaut Library	Lois Main	In Memory of Yvonne Enright
<i>The Thank You Book</i>	Conneaut Library	Lois Main	In Memory of Yvonne Enright
<i>Press Here</i>	Conneaut Library	Lois Main	In Memory of Yvonne Enright
\$200.00	Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship	Alicia Kelso	Donation
\$200.00	Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship	Huntington Chiropractic/ Heather Huntington	Donation
\$200.00	Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship	Meredith Moon	Donation
\$200.00	Panksepp, Quinn, Sanders, Wolfe Memorial Scholarship	Sarah & Anthony Zmarzly	Donation
\$500.00	Believe Scholarship	Steve & Rhonda Melchi	Donation

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Acceptance of a County Service Agreement-Consortium Services and a County Service Agreement - Specialized Services with the Wood County Educational Service Center for the 2017-2018 School Year.

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Wood County Educational Service Center 2017-2018 County Service Agreement - Specialized Services

Pursuant to the Ohio Revised Code 3319.044 and 3319.645, the Wood County Educational Service Center (WCESC), as Fiscal Agent, and the Board of Education of the Bowling Green City School District (District), agree this day of 2017 to the following contractual terms:

Section 1. Subject to the terms and conditions set forth in Sections 2-9, the WCESC agrees to provide services authorized by the Ohio Revised Code and requested by the District through this contract, as selected by the district in Section 2 below, for the period of July 1, 2017 through June 30, 2018.

Section 2. The District elects to participate in the following programs and receive any services associated with those programs as detailed below. Additional services not checked (✓) can be added as agreed upon between the District and the WCESC.

- A. ✓ ED Teacher
B. ✓ Secretary
C. ✓ Special Contract Employees

Section 3. The WCESC reserves the right to cancel any one or all of the services and programs listed in Section 2 of this Agreement if an insufficient number of districts elect to participate in a particular program or if there is a discontinuation or reduction of funds. Notice of such cancellation will be provided to the District by the WCESC.

Section 4. In consideration of the services and programs contracted for above, the District agrees to pay for any programs or services in which it has elected to participate, and the pro-rata share of any unemployment benefits which may become payable due to cancellation of any services or programs.

Section 5. The District further agrees to pay the WCESC for any and all programs or services in which it has elected to participate. The District agrees to assume and pay all expenses including, but not limited to, any and all salary and fringe benefits (such as unemployment, health care insurance, severance, liability insurance, workers compensation) for individuals contracted by the District from the WCESC.

Section 6. The District agrees to pay the WCESC an agency fee of 4.5% for any and all services rendered.

Section 7. The District, in consideration of the Agreement with the WCESC to provide services and programs contracted for above, agrees to provide written notice to the WCESC of its desire to withdraw from participation in any one or more of the programs and services contracted for above no later than December 31, 2017. Such withdrawal notice, if received by WCESC on or before December 31, 2017, shall operate to eliminate for the succeeding school year, all contractual obligations of the parties with respect to the programs or services, which are included in the notice of withdrawal.

Section 8. All invoices for the programs and services contracted herein by the WCESC shall be due and payable not more than thirty (30) days from the date of mailing of the invoice by WCESC.

Section 9. With regard to any therapy services provided by the WCESC pursuant to this Agreement, the WCESC (a) will comply with the requirement of 45 CFR 164.504(c)(2) for safeguarding and limiting access to information concerning beneficiaries; (b) will allow the representatives of the U.S. Department of Human Services, ODM, ODD

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or their respective designees access to the subcontractor's books, documents and records; and (c) acknowledges that they or their principals are not suspended or debarred.

Terms of Agreement

In consideration of their mutual promises contained herein, and for the other goods and valuable consideration, it is hereby agreed as follows:

Bowling Green City Board of Education (District) and Wood County Educational Service Center (WCESC) state that they will comply with all rules and regulations of the Americans with Disabilities Act and agree by signing this agreement that each shall conform and comply with said regulations related to this agreement.

The District and WCESC agree that as a condition of this contract, there shall be no discrimination against any employee, agent, or subcontractor because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the District and WCESC will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal shall be made available to all persons under this contract. Any agency found out of compliance with this paragraph may be subject to termination of this contract.

The WCESC agrees to ensure that any agent, including a subcontractor to whom it provides Protected Health Information received from or created or received by WCESC on behalf of the District, agrees to the same restrictions and conditions that apply through this contract to the WCESC with respect to such information.

Except as otherwise limited in this contract, the WCESC may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the District, provided that such use or disclosure would not violate the Privacy Rule if done by the District or the minimum necessary policies and procedures of the District.

The District hereby agrees, in return for such services provided, as set forth in this contract to assume the following costs as outlined herein:

Salary: As per salary schedules adopted by the Wood County Educational Service Center Governing Board for the school year(s) covered by this agreement.

Retirement / Workers' Compensation: The employer's share of retirement, including SERS Surcharge, and Workers' Compensation

Insurance: Cost of life, medical, dental, and liability insurance currently paid by the Educational Service Center for eligible employees.

Medicare: The employer's share of Medicare premium

Severance Pay: Costs incurred due to payment of "severance pay" to an individual previously employed as part of this service agreement shall be the obligation of the participating district(s) pro-rated on district participation of that employee's service in the various programs within the ESC over the previous five (5) years.

Unemployment Compensation: Costs resulting from any claim filed for unemployment by an individual previously employed as part of this service agreement shall be the obligation of the participating district(s) pro-rated on district participation of that employee's service.

Miscellaneous Expenses: Expenses for approved professional meetings, mileage, supplies, purchased services, equipment, agency fee and another other necessary budgetary expenses.

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Out of County & Non Attachment Fee

A fee of 2% will be charged against any and all services rendered to school districts who are not aligned to the WCESC and all agencies.

Approval of Agreement

Approved by the Board of Education of the Bowling Green City School District

Resolution Number Please attach a copy of Board Resolution

Approved by the Governing Board of the Wood County ESC:

Resolution Number

Wood County Educational Service Center

Bowling Green City School District

Governing Board President

Board of Education President

Treasurer / CFO Date

Treasurer / CFO Date

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R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer / CFO Date

Superintendent Date

Board President Date

R.C. 3313.843 and R.C. 3313.845 Verification

I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education via Regular U.S. Mail on _____

WCESC Treasurer / CFO Date

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Wood County Educational Service Center 2017 - 2018 County Service Agreement - Consortium Services

Pursuant to the Ohio Revised Code 3313.843 and 3313.845, the Wood County Educational Service Center (WCESC), as Fiscal Agent, and the Board of Education of the Bowling Green City School District (District), agree this _____ day of _____ 2017 to the following contractual terms:

Section 1.

Subject to the terms and conditions set forth in Sections 2-9, the WCESC agrees to provide services authorized by the Ohio Revised Code and requested by the District through this contract, as selected by the District in Section 2 below, for the period of July 1, 2017 through June 30, 2018.

Section 2.

The District elects to participate in the following programs and receive any services associated with those programs as detailed below. Additional services not checked (✓) can be added as agreed upon between the District and the WCESC.

- A. ✓ Adaptive Physical Education Services
B. Alternative Learning Center Classroom Services
C. Alternative Learning Center Intervention Specialist Tutoring Services
D. Bus Monitors - Including ESY
E. Community Learning Centers Tutoring Services (Math & Reading)
F. Community & School-Based ATOD Services (Alcohol, Tobacco & Other Drugs)
G. ✓ Emotionally Disturbed Classroom Program
H. ✓ TSP Gifted Coordination Services
I. ✓ Multiple Disabilities Classroom Program
J. On-line Math & Reading Intervention through SuccessMaker
K. ✓ Occupational Therapy Services
L. Opportunity School
M. ✓ Paraprofessionals / Student Attendants - including ESY
N. ✓ Parent Mentor Services (No cost if grant funded)
O. ✓ Physical Therapy Services
P. ✓ Preschool Incentive Services
Q. Preschool Special Needs Classroom Program
R. Psychologist Services
S. School Improvement Specialist Services
T. ✓ TSP Speech Language Therapy Services

Section 3.

The WCESC reserves the right to cancel any one or all of the services and programs listed in Section 2 of this Agreement if an insufficient number of districts elect to participate in a particular program or if there is a discontinuation or reduction of funds. Notice of such cancellation will be provided to the District by the WCESC.

Section 4.

In consideration of the services and programs contracted for above, the District agrees to pay for any programs or

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services in which it has elected to participate, and the pro-rata share of any unemployment benefits which may become payable due to cancellation of any services or programs.

Section 4. The District further agrees to pay the WCESC for any and all programs or services in which it has elected to participate. The District agrees to assume and pay all expenses including, but not limited to, any and all salary and fringe benefits (such as unemployment, health care insurance, severance, liability insurance, workers' compensation) for individuals contracted by the District from the WCESC.

Section 5. The District agrees to pay the WCESC an agency fee of 4.5% for any and all services rendered.

Section 6. The District, in consideration of the Agreement with the WCESC to provide services and programs contracted for above, agrees to provide written notice to the WCESC of its desire to withdraw from participation in any one or more of the programs and services contracted for above no later than December 31, 2017. Such withdrawal notice, if received by WCESC on or before December 31, 2017, shall operate to eliminate for the succeeding school year, all contractual obligations of the parties with respect to the programs or services, which are included in the notice of withdrawal.

Section 7. All invoices for the programs and services contracted herein by the WCESC shall be due and payable not more than thirty (30) days from the date of mailing of the invoice by WCESC.

Section 8. With regard to any therapy services provided by the WCESC pursuant to this Agreement, the WCESC (Q) will comply with the requirement of 45 CFR 164.504(c)(3) for safeguarding and limiting access to information concerning beneficiaries; (c) will allow the representatives of the U.S. Department of Human Services, OIG, OIGR or their respective designees access to the subcontractor's books, documents and records; and (3) acknowledged that they or their principals are not suspended or debarred.

Terms of Agreement

In consideration of their mutual promises contained herein, and for the other good and valuable consideration, it is hereby agreed as follows:

Bowling Green City Board of Education (District) and Wood County Educational Service Center (WCESC) state that they will comply with all rules and regulations of the Americans with Disabilities Act and agree by signing this agreement that each shall conform and comply with said regulations related to this agreement.

The District and WCESC agree that as a condition of this contract, there shall be no discrimination against any employee, agent, or sub-contractor because of race, color, sex, religion, national origin, handicap, or any other factors specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the District and WCESC will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal shall be made available to all persons under this contract. Any agency found out of compliance with this paragraph may be subject to termination of this contract.

The WCESC agrees to ensure that any agent, including a subcontractor to whom it provides Protected Health Information received from or created or received by WCESC on behalf of the District, agrees to the same restrictions and conditions that apply through this contract to the WCESC with respect to such information.

Except as otherwise limited in this contract, the WCESC may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the District, provided that such use or disclosure would not violate the Privacy Rule if done by the District or the minimum necessary policies and procedures of the District.

The District hereby agrees, in return for such services provided, as set forth in this contract to assume the following costs as outlined herein:

2017 - 2018

Salary An per salary schedules adopted by the Wood County Educational Service Center Governing Board for the school year(s) covered by this agreement.

Retirement / Workers' Compensation The employee's share of retirement, including SERS Surcharge, and Workers' Compensation

Insurance Cost of life, medical, dental, and liability insurance currently paid by the Educational Service Center for eligible employees.

Medicare The employee's share of Medicare premium

Severance Pay Costs incurred due to payment of "severance pay" to an individual previously employed as part of this service agreement shall be the obligation of the participating district(s) pro-rated on district participation of that employee's service in the various programs within the ESC over the previous five (5) years.

Unemployment Compensation Costs resulting from any claim filed for unemployment by an individual previously employed as part of this service agreement shall be the obligation of the participating district(s) pro-rated on district participation of that employee's service.

Miscellaneous Expenses Expenses for approved professional meetings, mileage, supplies, purchased services, equipment, agency fee and another other necessary budgetary expenses.

Out of County & Non Alignment Fee A fee of 1% will be charged against any and all services rendered to school districts who are not aligned to the WCESC and all agencies.

Approval of Agreements

Approved by the Board of Education of the Bowling Green City School District:

Resolution Number (Please attach a copy of Board Resolution)

Approved by the Governing Board of the Wood County ESC:

Resolution Number

Wood County Educational Service Center

Bowling Green City School District

Governing Board President

Board of Education President

Treasurer / CFO

Date

Treasurer / CFO

Date

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R.C. 2706.41 and R.C. 2706.42 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or improvement of existing levies, which when combined with the uncollected revenues from all other sources available to the district at the time of adoption, are sufficient to provide operating revenues necessary to enable the Board to institute all personnel and programs for all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and in the treasury, or in the process of collection to the credit of an appropriate fund, from any previous assessment.

Treasurer / CFO

Name

Superintendent

Date

Board President

Date

R.C. 3313.643 and R.C. 3313.645 Verification

I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education via Regular U.S. Mail on _____

WCESC Treasurer / CFO

Date

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Authorize annual sponsorship of the WC Prosecuting Attorney's Office Youth Services and Programs 2017 Wood County Youth Olympics in the amount of \$300.00

Review and adopt second reading of new policies:

1619, 3419 and 4419 – Group Health Plans

1619.03, 3419.03 and 4419.03 – Patient Protection and Affordable Care Act

6605 – Crowdfunding

Two students to continue attendance, tuition-free, for the remainder of the 2016-2017 school year due to parent moving out of the district (one to Elmwood Local and one to Belleville, Michigan contingent upon receipt of proof of Michigan residency) after the commencement of classes in the student's senior year of high school, in accordance with Ohio Revised Code 3313.64(F)(10).

Adoption of the following Complimentary Passes:

WHEREAS, in accordance with state law, the Board of Education offers certain benefits to our employees; and

WHEREAS, the Board of Education offers certain benefits to community residents and other individuals; and

WHEREAS, the District and community benefit through the presence of District faculty, staff, and others identified in this resolution at school sponsored athletic and cultural events;

NOW, THEREFORE, BE IT RESOLVED by the Bowling Green City School District Board of Education as follows:

The Board of Education provides complimentary passes and waives payment of any entry fee to the events listed below for all full time and part time employees and current Board of Education members.

Complimentary passes/payment waiver applies to the following District events: Home Athletic regular season events (except hockey)

Request for Student Trips:

All-School Musical Students (50) to attend/see the Ball State University production of *Shrek* in Muncie, Indiana on April 2, 2017

Advisor: Jo Beth Gonzalez

All costs to be paid by student

Contract for Students with Disabilities for the 2016-2017 school year with Allen East Local Schools for three special needs students.

Acceptance of a Service Agreement for special needs students between Northwest Ohio Educational Service Center (NWOESC) and Bowling Green Schools for Educational Services effective August 15, 2017 through June 15, 2018.

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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:
Visual 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 programs provided to the cooperating educational entities. The billing for program costs shall be prorated 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 counted 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 8/15/2017, and shall terminate on 6/15/2018.

3. COMPENSATION

Initial estimates of \$370.00 for consultation services/year; \$5,130.12 for low vision services/year; and \$15,390.35 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 restriction 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 of the other party in the performance of its 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: (1) in the public domain other than by a breach of this Section on the part of the recipient; (2) rightfully received from a third party without any obligation of confidentiality; (3) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (4) independently developed by the recipient; or (5) 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 herein; 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 Kurt Clearhart, Superintendent, or
Romer B. Hordtke, Treasurer/CFO
205 Nolan Parkway
Ashland, OH 43002-8404

If to the Client:
Bowling Green City Schools
Attn: ~~Superintendent~~ ~~Superintendent~~ or
~~Superintendent~~ ~~Superintendent~~ ~~Superintendent~~ ~~Superintendent~~ ~~Superintendent~~
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 government, war, 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 supervisors, 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 affording 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)

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)

Roll Call: Ayes: Carr, Scholl, Stewart, Walker
Nays: None Motion carried.

10804 It was moved by Stewart, seconded by Carr to renew the contract of Francis Seruci, Superintendent, for three years beginning August 1, 2018.

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EMPLOYMENT CONTRACT
between
Francis R. Seruci
and the
BOARD OF EDUCATION
BOWLING GREEN CITY SCHOOL DISTRICT
BOWLING GREEN (WOOD COUNTY) OHIO

(This Employment Contract made and entered into this 21st day of February, 2017, by and between the Board of Education of the Bowling Green City School District of Bowling Green, Ohio, hereinafter referred to as the "Board", and Francis R. Seruci, hereinafter referred to as the "Superintendent".

WHEREAS, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the schools, which the Board believes improves the quality of its overall educational program; and

WHEREAS, the Board and the Superintendent believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis for effective communications between them as they fulfill their governance and administrative functions in the operation of the education program of the schools.

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. **TERM** -- The Board, in consideration of the promises, herein contained, of the Superintendent, hereby employs, and the Superintendent hereby accepts, employment as Superintendent of Schools for a term of three years beginning on August 1, 2018 and ending July 31, 2021.
2. **PROFESSIONAL CERTIFICATION** -- The Superintendent shall hold and maintain a valid Superintendent's Certificate/License to serve in the position of Superintendent of Schools in accordance with the laws of the State of Ohio throughout the term of this Contract and any extension thereof.
3. **DUTIES AND RESPONSIBILITIES** -- The Superintendent shall be the executive officer for the Board. The duties and responsibilities of the Superintendent shall be those outlined in the Policies and Regulations of the Board and the job description, which is hereby incorporated into this Contract as if fully rewritten herein, as well as those specified by law. While those duties will generally be performed during normal business hours, it is expressly agreed that the duties of this position may require the Superintendent to work during times other than normal business hours.
4. **COMPENSATION** -- The Board shall pay the Superintendent an annual salary of no less than One Hundred Forty-Four Thousand Dollars (\$144,000.00). This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payment in effect for other employees unless mutually agreed to by the Superintendent and the Board. Such compensation shall be

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based upon two hundred fifty-three (253) duty days annually in accordance with the adopted calendar. The per diem rate shall be established by dividing the annual salary rate by 253 days.

The Board and the Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this Contract, but in no event shall he be paid less than the salary he is presently receiving, except as provided by law. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment signed by the parties hereto and become part of this Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new contract nor that the terms of the existing Contract has been extended.

5. **CALENDAR** -- The Superintendent shall be entitled to twenty (20) days' vacation for each year of this contract with no more than three (3) consecutive vacation days to be taken without advance notice to the President of the Board of Education. Vacation shall be credited at the beginning of each year under contract. Should the Superintendent separate from the District within ninety (90) days of the crediting of his annual vacation, such annual vacation shall be forfeited. All attempts should be made to use these vacation days during the year in which they are earned, but the Superintendent is authorized to carry over, from one Contract year to the next, an amount of vacation equal to the maximum allowable for a two-year period, the total of which shall not exceed forty (40) days. Vacation shall be scheduled by the Superintendent so as to minimize disruption of school district operations. At the conclusion of each contract year, the Superintendent may, at his discretion, be compensated at his per diem rate for up to ten (10) accrued, but unused, vacation days. Any days for which compensation is received shall be deducted from the accrued number of days. Upon separation from the district, the Superintendent shall be entitled to full payment, at his per diem rate, for up to forty (40) accrued, but unused, vacation days. In the event of the death of the Superintendent during the term of this Contract, any accrued but unused vacation days shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his estate.

The Superintendent shall be entitled to ten (10) holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day and Labor Day.

The Superintendent shall accrue sick leave at the rate of one and one-fourth (1.25) days per month, for a total of fifteen (15) days per year, of which five (5) in any one year may be used for serious illness or death in the immediate family or for any emergency approved by the President of the Board. The total unused portion of the annual sick leave allowance shall accumulate without limit. Sick leave accumulated prior to a leave of absence shall be credited upon return. The same monthly accrual of one and one-fourth (1.25) days per month shall continue during the use of sick leave, provided the Superintendent has not been officially separated from the payroll. The use of sick leave for more than five (5) consecutive days (required work days) shall require the filing of a physician's statement of recommended additional sick leave with the President of the Board of Education. (The physician's statement should be attached to the absence report.)

The Superintendent will be allowed three (3) days of absence during each school year without loss of salary to transact personal business. Such days of absence shall not be deducted from the Superintendent's sick leave days.

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6. **HEALTH BENEFITS** -- The Board shall provide fully paid health insurance for the high deductible plan, fully paid dental insurance, and fully paid vision care insurance, with the same benefit structure as provided to other district administrative employees hired after July 1, 2014. The Board shall pay the cost of a Cancer Care Plan and Hospital Intensive Care Plan upon submission of the appropriate enrollment paperwork. In the event the Superintendent elects not to participate in any health insurance plan offered by the District, the Board will pay 90% of the full cost of the annual premium into a tax-sheltered annuity account in the name of the Superintendent, beginning with the month premiums paid for benefits cease, during each year the health insurance is not taken. The Superintendent may select the tax-sheltered annuity provider from the District's approved list.
7. **LIFE INSURANCE** -- The Board will pay the total premium cost for term life insurance in the amount of \$50,000 as provided for other District employees.
8. **BUSINESS TRAVEL** -- The Board shall pay the Superintendent a monthly stipend of one hundred fifty (\$150.00) dollars for intra-district travel. The Board shall reimburse the Superintendent for all out of district business travel at the mileage rate currently announced as the rate by the rules and regulations of the Internal Revenue Service.
9. **TAX-SHELTERED ANNUITY** -- The Board shall pay \$7,500 annually into a tax-sheltered annuity account in the name of the Superintendent upon submission of the appropriate enrollment paperwork. Such payments shall occur evenly throughout the year in the twenty-four (24) pay periods. The Superintendent may select the tax-sheltered annuity provider from the District's approved list.
10. **STRS CONTRIBUTION** -- The Board shall pay the employer's share of the State Teachers Retirement System contributions as required by law. In addition, the Board shall "pick-up" (pay directly) the employee's share of Superintendent's total retirement contribution to the State Teachers Retirement System on behalf of Superintendent, and shall reduce the Superintendent's base salary by an equal amount. Said pick-up shall be included when computing Superintendent's final average salary, provided Superintendent's total salary is not increased by said pick-up and the Board's total contribution to the State Teachers Retirement System is not increased thereby. During the term of his contract, this pick-up shall be a condition of Superintendent's employment with the Board and shall not be at the Superintendent's option.
11. **DUES** -- The Board shall pay the Superintendent's annual membership dues to up to three (3) (cum) state and/or national professional organizations.
12. **EXPENSES** -- The Board shall reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent in the continuing performance of his duties under this Employment Contract, including reimbursement for home internet access. Payments under this paragraph shall not exceed the amount appropriated by the Board in its annual appropriation. The Board also shall reimburse the Superintendent for membership fees for community/school related organizations and for expenses related to community activities in an amount not to exceed \$2,500.00 annually.

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The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities. In its encouragement, the Board shall permit a reasonable amount of released time for the Superintendent to attend to such matters and pay for the necessary travel or registration, travel and subsistence expenses, as approved in the Annual Appropriation.

13. **TUITION** - The Board will reimburse the Superintendent for up to twelve (12) quarter hours or eight (8) semester hours of university/college credit taken during a contract year provided that the courses taken are in pursuit of a Ph.D. or Ed.D. at an institution of higher education that is accredited by an organization recognized by the Ohio Board of Regents. Only those courses in which the Superintendent obtains a grade of B or higher or a "pass" on a pass/fail basis will be eligible for reimbursement. The total hourly tuition charge shall be the basis for reimbursement for university or college attending upon the hourly charge per quarter hour or per semester hour. This benefit will not be given to Superintendent for the summer following an academic year. If approval is denied, this denial must be communicated to the Superintendent within five (5) working days of the date of receipt of the request. If the Superintendent has fully completed the criteria for reimbursement, tuition reimbursement payment will be processed within 30 days of reimbursement being made for a contract Superintendent shall copy the Board for the amount so reimbursed, either directly or through payroll deduction.

14. **RETIREMENT/SEVERANCE PAY** - Upon retirement of the Superintendent from the Board District, the Board shall pay to the Superintendent a sum equal to the Superintendent's daily rate of pay at retirement, excluding supplemental salary, times one-fourth (1/4) of the Superintendent's accumulated but unused sick leave to a maximum of payment for fifty-five (55) days severance. The Superintendent shall be required to have served no less than five (5) years in the Bowling Green City School District to be eligible for such payment. Retirement shall mean disability or service retirement in the State Teachers Retirement System. Prior to this payment, the Treasurer of the Board must have evidence in his/her possession that the Superintendent in fact has a status of retirement from the teaching profession in Ohio. This evidence shall be an affidavit or written notification supplied by the State Teachers Retirement System of Ohio. The Superintendent's effective date of retirement with the State Teachers Retirement System of Ohio must be no later than ninety (90) calendar days after the last paid day of service with the Bowling Green City School District, in order to be eligible to be paid for such accrued but unused sick leave credit.

If terminated by cause pursuant to 3319.16 and 3319.161 O.R.C. Superintendent shall not be eligible for such payment.

Payment upon retirement shall be made once to the Superintendent and such payment shall be considered to eliminate all sick leave accrued by the Superintendent as the time of payment. Superintendent's death does not deny Superintendent his rights to severance benefits.

15. **PHYSICAL EXAMINATION** - The Superintendent agrees to submit to an annual comprehensive medical examination. A statement certifying to the physical and mental competency or incompetency of the Superintendent shall be filed with the President of the Board and shall be treated as confidential information. If the medical examination report states that the Superintendent is incapacitated in such a manner that he is unable to perform the duties of the Superintendent, the Board may by majority vote appoint a person to serve in his place pro tempore in accordance with the Ohio Revised Code. Expenses, not to exceed \$600.00 per year, above and beyond those eligible for coverage under the provisions of the prevailing medical insurance program, shall be borne by the Board.

16. **EVALUATION OF THE SUPERINTENDENT** - On or before October 1 of each year of this Contract, the Superintendent and the Board shall meet in Executive Session to identify specific goals and objectives for the performance of the Superintendent during the course of the school year. The job description of the Superintendent shall serve as the basis for the establishment of these goals and objectives, but it shall not be construed as limiting the right of the Board to establish other specific goals and objectives. At least once each contract year during the school year, the Superintendent and the Board may conduct, in Executive Session, an informal update on progress in achieving these goals and objectives.

Between May 1 and July 31 of each year during this Contract, the Board shall conduct a formal evaluation of the performance of the Superintendent. This evaluation shall address the goals and objectives established for the year, as well as perceived strengths and weaknesses in the performance of the Superintendent, and submit a report to the Board. As a result of the evaluation, the Superintendent will be eligible to receive merit pay at an amount to be determined annually by the Board. Such merit pay will be paid in a lump sum as well as being added as part of the subsequent years' contract base salary. This evaluation shall be signed by the Board and the Superintendent, and a copy shall be placed in the Superintendent's personnel file.

17. **PERSONAL PROTECTION** - In the event the life or safety of the Superintendent or his family is threatened or otherwise appears in danger because of the performance of the Superintendent's official duties, the Board shall pay reasonable costs incident to the protection of the Superintendent and his family. Protections, if required, will be sought first from the regular police authorities.

18. **PROFESSIONAL LIABILITY** - In order to provide additional professional and personal security for the Superintendent in the pursuit of his duties, the Board shall provide liability insurance in the amount of \$1,000,000/\$5,000,000. The Board agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings other than criminal proceedings and findings of recovery brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting in good faith within the scope of his employment and further provided such liability coverage is within the authority of the Board to provide under State law. The Board's liability under this paragraph shall not exceed the amount provided by insurance purchased by the Board for this purpose. In no case will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings. The Board shall not,

however, be required to pay any costs of or for any legal proceedings in the event the Board and Superintendent have advised legal interests as provided by law.

19. **TERMINATION** - This Employment Contract may be terminated by:
- Mutual agreement of the parties.
- Retirement of the Superintendent.
- Death of the Superintendent.
- Disability of the Superintendent (in accordance with Board of Education policy).
- Resignation of the Superintendent.
- Failure to maintain a valid license/certificate for the position.
- Unilateral Termination by the Board of Education.

The Board may initiate proceedings to terminate this Contract under the prevailing Ohio statutes dealing with such matters. "Good cause" for the purposes of termination as defined in 3319.16 of the Ohio Revised Code, shall include, but not be limited to, not only the failure of the Superintendent to carry out the duties as outlined in the position description, but the failure to adhere to reasonable directives from the Board.

20. **RENEWAL OF CONTRACT** - This contract may be renewed by the Board in accordance with O.R.C. 3319.01 or the prevailing Ohio law.

21. **STRS OBLIGATIONS** - The Superintendent agrees that he has been notified of and accepts his duties and obligations under Chapter 3307 of the Ohio Revised Code, relating to the State Teachers Retirement System (STRS).

22. **SAVINGS CLAUSE** - Should any portion of this Contract be finally determined by a court of competent jurisdiction to be unlawful, all remaining portions shall remain in full force and effect.

BOARD OF EDUCATION
BOWLING GREEN CITY SCHOOL DISTRICT

By: Donald Scholl 2/21/2017
President (Date)

James Stewart 2/21/17
Superintendent (Date)

And By: Michael Walker 2/21/17
Treasurer (Date)

Roll Call: Ayes: Scholl, Stewart, Walker, Carr
Nays: None Motion carried.

10805 It was moved by Walker, seconded by Stewart to adjourn at 6:37 p.m.

Roll Call: Ayes: Scholl, Stewart, Walker, Carr
Nays: None Motion carried.

President

Attest:

Treasurer