

RECORD OF PROCEEDINGS

Minutes of Bowling Green Board of Education Organizational Meeting

Held Administration Office January 5 2016

Bowling Green Board of Education
Bowling Green, Ohio
January 5, 2016
Organizational Meeting

The organizational meeting of the Bowling Green Board of Education was called to order by Paul Walker, President pro tem at 8:30 a.m. at the Administrative Offices at 137 Clough St., Bowling Green, Ohio.

Roll Call: Present: Carr, Scholl, Stewart, Walker, Whipple
Absent: None

Rhonda Melchi, Treasurer, administered the Oath of Office to new board members, Jill Carr, Ginny Stewart and re-elected member Paul Walker.

10685 It was moved by Scholl, seconded by Carr to nominate and elect Paul Walker, President.

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

10686 It was moved by Whipple, seconded by Walker to nominate and elect Ellen Scholl, Vice President.

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

10687 It was moved by Walker, seconded by Scholl to appoint representatives to related agencies:

- Ginny Stewart – Student Achievement Liaison to Ohio School Board Association
- Jill Carr – School System Athletic Advisory Board
- Dr. Ed Whipple – Legislative Liaison to Ohio School Board Association
- Paul Walker – Bowling Green School Foundation ex-officio member
- Ellen Scholl – District Facilities Representative
- Ginny Stewart and Jill Carr – NEOLA Board Policy Representatives

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

10688 It was moved by Scholl, seconded by Stewart to approve the following items:

Establish the date, time and place of regular board meetings for 2016.

**Bowling Green School District
TENTATIVE 2016 School Board Meeting Dates**

Tuesday, January 5, 2016 (Organizational Meeting)	Administrative Offices	8:30 a.m.
Tuesday, January 19, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, February 16, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, March 15, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, April 19, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, May 17, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, June 21, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, July 19, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, August 16, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, September 20, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, October 18, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, November 15, 2016	Performing Arts Center Lobby	5:00 p.m.
Tuesday, December 20, 2016	Performing Arts Center Lobby	5:00 p.m.

RECORD OF PROCEEDINGS

Minutes of

Bowling Green Board of Education

Organizational

Meeting

Held Administration Office

January 5 20 16

Establish 2016 Records Commission for review and destruction of school records. By law the Records Commission consists of the Board President, Superintendent and Treasurer.

Set Treasurer's Bond at \$25,000.00 for January 2016 through December 2016.

Authorize Superintendent to employ personnel and accept resignations, as needed, subject to subsequent approval by the Board.

Designate the Board President and/or Vice President to review and sign off on any reimbursements submitted by the Treasurer or Superintendent.

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

10689 It was moved by Carr, seconded by Stewart to approve the Estimate of Revenues for fiscal year beginning July 1, 2016 for submission to the County budget commission.

ESTIMATE OF REVENUES FOR SUBMISSION TO WOOD COUNTY BUDGET COMMISSION

SCHOOL DISTRICT OF Bowling Green City

BUDGET YEAR 2017

DATE 1/5/16

This document must be adopted by the School Board and submitted to the Wood County Auditor on or before January 20th.

TO THE AUDITOR OF WOOD COUNTY:

The following revenue estimates for the budget year beginning July 1, 2016 has been adopted by the School Board and is herewith submitted for consideration of the Budget Commission.

SIGNED _____

TITLE _____

ESTIMATE OF REVENUES FOR SUBMISSION TO WOOD COUNTY BUDGET COMMISSION FOR BUDGET YEAR BEGINNING JULY 1, 2016

EXHIBIT I

Fund Name: GENERAL
 Fund Number: 001
 Fund Type: GOVERNMENTAL

	Previous Fiscal Year	Last Fiscal Year	BUDGET YEAR		
			7-1-16 12-31-16	1-1-17 6-30-17	7-1-17 to 12-31-17
BEGINNING UNENCUMBERED FUND BALANCE:	6,436,668	\$ 9,515,871	\$ 8,419,282		\$ 4,878,167
REVENUES					
1000 Receipts from Local Sources					
1100 Taxes					
1110 General Property Tax	16,014,230	\$ 15,888,298	\$ 7,160,000	\$ 6,719,288	\$ 7,160,000
1120 Tangible Personal Property		\$			
1130 Income Tax	3,200,018	\$ 3,280,000	\$ 1,890,000	\$ 1,400,000	\$ 1,890,000
1190 Other Receipts (Local Taxes)					
Total Taxes	19,214,248	\$ 19,168,298	\$ 9,049,000	\$ 8,119,288	\$ 9,049,000
1200-1800 Other Receipts from Local Sources	878,487	\$ 640,000	\$ 293,000	\$ 248,000	\$ 250,000
1800 Other Revenue Sources					
1810 Premium and Accrued Interest on Bonds and Notes Sold					
1820 Sale of Bonds					
1830 Sale and Loss of Assets					
1831 Sale of Fixed Assets					
1832 Compensation for Loss of Assets					
1833 Sale of Personal Property					
1840 Proceeds from Sale of Notes					
Total Other Revenue Sources	\$ 878,487	\$ 640,000	\$ 293,000	\$ 248,000	\$ 250,000
Total Receipts from Local Sources	20,092,734	\$ 19,808,298	\$ 9,333,000	\$ 8,367,288	\$ 9,299,000
2000 Receipts from Intermediate Sources					
3000 Revenue from State Sources					
3000 Revenue from Other State Sources					
excluding 3130	8,389,169	\$ 7,800,000	\$ 3,892,780	\$ 3,892,780	\$ 3,892,780
3130 Property Tax Allocation + TPF Reimb	3,247,795	\$ 2,847,884	\$ 1,616,173	\$ 1,416,172	\$ 1,648,873
Total Revenue from State Sources	11,636,964	\$ 10,647,884	\$ 5,508,953	\$ 5,308,952	\$ 5,541,653
4000 Revenue from Federal Sources					
5000 Other Revenue Receipts					
5100 Transfer-In					
5200 Advance-In					
5300 Refund of Prior Year's Expenditure	104,897	\$ 21,800	\$ 10,000	\$ 5,000	\$ 10,000
Total Other Revenue Receipts	104,897	\$ 21,800	\$ 10,000	\$ 5,000	\$ 10,000
TOTAL REVENUES AND BEGINNING BALANCE*	38,340,981	\$ 39,765,463	\$ 24,470,165	\$ 15,678,230	\$ 19,717,660

*This balance does not include a spending reserve of \$

RECORD OF PROCEEDINGS

Minutes of

Bowling Green Board of Education

Organizational

Meeting

Held Administration Office

January 5 20 16

ESTIMATE OF REVENUES FOR SUBMISSION TO WOOD COUNTY BUDGET COMMISSION FOR BUDGET YEAR BEGINNING JULY 1, 2016

EXHIBIT I

Fund Name: Bond Retirement Fund Number: 002 Fund Type: Debt Service	Previous Fiscal Year	Last Fiscal Year	BUDGET YEAR		7-1-17 to 12-31-17
			7-1-16 12-31-16	1-1-17 6-30-17	
(Example: Bond, PI, or Emergency Funds)					
BEGINNING UNENCUMBERED FUND BALANCE:	836,048	1,088,970	639,216		202,828
REVENUES					
000 Receipts from Local Sources					
1100 Taxes					
1110 General Property Tax	1,817,308	1,488,704	857,485	809,208	857,848
1120 Tangible Personal Property					
1130 Income Tax					
1180 Other Receipts (Local Taxes)					
Total Taxes	1,817,308	1,488,704	857,485	809,208	857,848
1200-1600 Other Receipts from Local Sources	938	872	300	269	100
1600 Other Revenue Sources					
1610 Premium and Accrued Interest on Bonds	37,160				
1620 Sale of Bonds	37,160				
Total Other Revenue Sources	776	872	300	269	100
Total Receipts from Local Sources	1,855,391	1,487,376	857,785	809,408	857,848
000 Revenue from State Sources					
3000 Revenue from Other State Sources					
excluding 3130					
3130 Property Tax Allocation	188,083	168,872	83,436	83,436	83,438
Total Revenue from State Sources	188,083	168,872	83,436	83,436	83,438
000 Other Revenue Receipts					
5100 Transfer-In					
5200 Advance-In					
5300 Refund of Prior Year's Expenditure					
Total Other Revenue Receipts					
TOTAL REVENUE AND BEGINNING BALANCE	2,289,622	2,891,218	1,280,448	892,845	940,728

ESTIMATE OF REVENUES FOR SUBMISSION TO WOOD COUNTY BUDGET COMMISSION FOR BUDGET YEAR BEGINNING JULY 1, 2016

EXHIBIT I

Fund Name: Permanent Improvement Fund Number: 003 Fund Type: Capital Projects	Previous Fiscal Year	Last Fiscal Year	BUDGET YEAR		7-1-17 to 12-31-17
			7-1-16 12-31-16	1-1-17 6-30-17	
(Example: Bond, PI, or Emergency Funds)					
BEGINNING UNENCUMBERED FUND BALANCE:	435,768	469,840	85,000		225,000
REVENUES					
000 Receipts from Local Sources					
1100 Taxes					
1110 General Property Tax	447,848	469,832	208,808	263,124	208,808
1120 Tangible Personal Property					
1130 Income Tax					
1180 Other Receipts (Local Taxes)					
Total Taxes	447,848	469,832	208,808	263,124	208,808
1200-1600 Other Receipts from Local Sources	89				
1600 Other Revenue Sources					
Total Receipts from Local Sources	447,937	469,832	208,808	263,124	208,808
000 Revenue from State Sources					
3000 Revenue from Other State Sources					
excluding 3130					
3130 Property Tax Allocation (TPP) less PMI	80,888	84,882	28,339	28,339	24,280.00
Total Revenue from State Sources	80,888	84,882	28,339	28,339	24,280.00
000 Other Revenue Receipts					
5100 Transfer-In					
5200 Advance-In					
5300 Refund of Prior Year's Expenditure					
Total Other Revenue Receipts					
TOTAL REVENUE AND BEGINNING BALANCE	894,800	1,024,124	300,138	281,464	466,068

RECORD OF PROCEEDINGS

Minutes of

Bowling Green Board of Education

Regular

Meeting

Held Performing Arts Center

January 19 20 16

Bowling Green Board of Education
Bowling Green, Ohio
January 19, 2016
Regular Meeting

The regular meeting of the Bowling Green Board of Education was called to order by President Walker at 5:00 p.m. in the lobby of the Performing Arts Center.

Roll Call: Present: Carr, Scholl, Stewart, Walker, Whipple
Absent: None

Presentation by Drama Club Members: *Peter and the Starcatcher*

Special Recognition

Wood County Prosecuting Attorney's Office *Safety Kids Calendar Contest* winners:

Sara Cameron <i>Winner – November</i> Grade 8 Middle School	Elizabeth Steffen <i>Honorable Mention</i> Grade 8 Middle School	Jazmine Pope <i>Honorable Mention</i> Grade 5 Crim Elementary	Lincy Chen <i>Honorable Mention</i> Grade 8 Middle School
---	--	---	---

State of Ohio Department of Commerce Division of State Fire Marshal Fire Safety Poster winner:

Ethan Myers
Grade 3
Crim Elementary

Showcase Presentation by Carlton Schooley: "So you want to be a Bus Driver"

The Superintendent's report was presented.

10692 It was moved by Whipple, seconded by Carr to approve the minutes of the regular meeting of December 15, 2015.

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

10693 It was moved by Stewart, seconded by Whipple to approve the listing of expenditures and investments made December 1 through 31, 2015 and the Treasurer's monthly report.

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

10694 It was moved by Whipple, seconded by Carr to approve personnel as requested by the Superintendent.

CERTIFICATED PERSONNEL:

Leave Requests for 2015-2016

Lyndi Woods – Kenwood Elementary – effective February 4, 2016 through March 11, 2016
Using available sick leave, plus leave without pay.

Contract Adjustment for 2015-2016 school year

Hope Henninger From: Secondary Intervention Specialist (5/8)
To: District Intervention Specialist (Full Time)
Effective January 15, 2016

Kerry Horrigan From: District Intervention Specialist (5/8)
To: District Intervention Specialist (Full Time)
Effective January 15, 2016

RECORD OF PROCEEDINGS

Minutes of Bowling Green Board of Education

Regular Meeting

Held Performing Arts Center

January 19 20 16

Additional Hours

For 2015-2016 Next Generation Assessments testing administration and/or special accommodations for students - \$24.15 / hour

Anne Ross – not to exceed 10 hours per week (Middle School)

Laural Kirchner – not to exceed 10 hours per week (Middle School)

Betty Dzierzak – not to exceed 10 hours (High School)

Caryn Folk – not to exceed 10 hours (High School)

SUPPORT PERSONNEL:

Probation to Provisional

Dennis Bower – Bus Driver – effective December 18, 2015

Darlene Hecht – Middle School Cafeteria Monitor – effective January 11, 2016

David Desparols – Bus Driver – effective January 8, 2016

Supervisor Rate

Billie Myers – Supervisor Rate effective November 19, 2015 through December 31, 2015 for assuming supervisor duties at the High School (OAPSE Article 8 Section F)

Resignation

James Phillips – Kenwood Head Custodian – effective January 23, 2016

Employment

Karen Metreger – Playground Monitor / Crim Elementary

Effective January 11, 2016; Experience Factor 1; 85 working day probation

Transfer/Promotion

Gary Foster

From: Head Custodian Elementary/Conneaut

To: Head Custodian Secondary/Middle School

60 work day probation - effective January 4, 2016

Rodney Canterbury

From: Maintenance Worker/Utility 1

To: Head Custodian Crim Elementary

60 work day probation – effective January 19, 2016

Todd Anderson

From: Custodian Middle/High School

To: Head Custodian Kenwood Elementary

60 work day probation – effective January 25, 2016

Robert Knell

From: Maintenance Worker II

To: Maintenance Worker/Utility I

60 work day probation – effective January 25, 2016

Employment/Transportation Substitutes for 2015-2016 / \$14.02 (regular route) - \$13.72 (field trip)
(Hours to be determined by the Director of Transportation)

Karen Metreger – effective January 19, 2016

David Rice – effective January 19, 2016

OTHER PERSONNEL:

Volunteer Recognitions (Unpaid)

Kurt Shroyer – Volunteer Wrestling Coach – High School

John Pickens – Volunteer Wrestling Coach – High School

Joseph Hudok – Volunteer Indoor Track Coach – High School

Adolph Madaras – Volunteer Indoor Track Coach – High School

Kristi Krupp – Volunteer Indoor Track Coach – High School

Douglas Niekamp – Volunteer Indoor Track Coach – High School

Employment / Home Instruction Tutors for 2015-2016

For special needs and other students, as needed, plus extended school year, if needed.

\$24.15 / hour (Hours determined by Executive Director of Teaching & Learning or Executive Director of Pupil Services, on a case-by-case basis)

Haley O'Shea – effective 1/31/16

RECORD OF PROCEEDINGS

Minutes of Bowling Green Board of Education

Regular

Meeting

Held Performing Arts Center

January 19 20 16

2016 - 2017

2

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 sub-contractor because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII 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 parties 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:

Salaries
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 SERBS 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.

Out of County & Non Allowment Fees

2016 - 2017

3

A fee of 5% 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

2016 - 2017

4

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 or the State 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 calendars 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 purposes 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

RECORD OF PROCEEDINGS

Minutes of

Bowling Green Board of Education

Regular

Meeting

Held Performing Arts Center

January 19 20 16

2016 - 2017

1

Wood County Educational Service Center
2016 - 2017
County Service Agreement - Supplemental Services

Pursuant to the Ohio Revised Code 3313.843 and 3313.846, 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 2016 to the following contractual terms.

Section 1. Subject to the terms and conditions set forth in Sections 2-8, 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, 2016 through June 30, 2017.

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 (x) can be added as agreed upon between the District and the WCESC.

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

2016 - 2017

2

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, coverage, 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, 2016. Such withdrawal notice, if received by WCESC on or before December 31, 2016, 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.

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) agree 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 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, agree 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

RECORD OF PROCEEDINGS

Minutes of

Bowling Green Board of Education

Regular

Meeting

Held Performing Arts Center

January 19 2016

2016 - 2017 3

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.

Out of County & Non Alignment Fee

A fee of 5% 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 _____

2016 - 2017 4

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. 3313.846 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 _____

Acceptance of a Memorandum of Agreement Concerning the Use of Facilities as Mass Prophylaxis Facilities by the Wood County Combined General Health District (formerly approved as Memorandum of Agreement – Closed Dispensing Site for Strategic National Supply Medications at October 20, 2015 board meeting) between Wood County Health District and Bowling Green City Schools, with Memorandum of Understanding between Wood County Combined General Health District and Bowling Green City Schools Regarding Continuity of Operations Support.

RECORD OF PROCEEDINGS

Minutes of

Bowling Green Board of Education

Regular

Meeting

Held Performing Arts Center

January 19 2016

MEMORANDUM OF AGREEMENT (MOA)
CONCERNING THE USE OF FACILITIES AS MASS PROPHYLAXIS FACILITIES
BY
THE WOOD COUNTY COMBINED GENERAL HEALTH DISTRICT

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this January day of 4, 2016 by and between Wood County Combined General Health District, located at 1840 East Gypsy Lane Road, Bowling Green, Ohio 43402 (hereinafter "Health District") and Bowling Green City Schools, located at 137 Clough Street, Bowling Green, Ohio 43402 (hereinafter "Facility"). For the purposes of this MOA, the term "party" means Health District and Facility respectively, and "parties" means Health District and Facility collectively.

WHEREAS, the Centers for Disease Control and Prevention (CDC) has established the Strategic National Stockpile (SNS) to provide certain medications and supplies in the event of a pandemic influenza incident, communicable threat or any incident requiring public health intervention; and

WHEREAS, the Health District is designated to receive and manage SNS medications, supplies and personal protective equipment (PPE) for Wood County; and

WHEREAS, pursuant to Section 3709.22 of the Ohio Revised Code, the Board of Health may take such steps necessary to protect the public health of individuals and families in Wood County; and

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

ARTICLE I: DEFINITIONS

The following definitions shall apply to this MOA:

- 1. Public Health Emergency - any event, natural or manmade, that requires immediate Public Health Intervention.
2. Mass Prophylaxis - administration of health interventions including antibiotics, vaccines, and antidotes to large numbers of persons to provide protection against disease and/or to prevent the spread of disease in the community.
3. Strategic National Stockpile - a national repository of antibiotics, chemical antidotes, antitoxins, life-support medications, IV administration, airway maintenance supplies and medical/surgical items.

ARTICLE II: WOOD COUNTY HEALTH DISTRICT'S RESPONSIBILITIES

Health District agrees to:

- 1. Exercise reasonable care in the conduct of its activities in such facilities.

- 2. Replace or reimburse the Facility for any foods or supplies that may be used by the Wood County Combined General Health District in the conduct of its relief activities in said mass prophylaxis facilities.
3. Provide printed information for Wood County residents describing the infectious agent, the medication to be dispensed, contraindications and how to follow-up with the Health District with questions or adverse reactions.
4. Collect, inventory and properly dispose of any unused SNS medications.
5. Maintain a comprehensive SNS inventory and track medications from the point of delivery to Health District through the point of end use, including records submitted to Health District by Facility.
6. Report all mandated information to the Ohio Department of Health.
7. Provide a point of contact (William C. Bryant-Bey, wbryant-bey@co.wood.oh.us or 419-352-8402 ext 3267) for the Facility to contact as needed during the Facility's dispensing of prophylaxis/SNS medications.

ARTICLE III: FACILITY'S RESPONSIBILITIES

Facility agrees to:

- 1. After meeting its responsibilities to pupils, members, or clients, it will permit, to the extent of its ability and upon request by the Wood County Combined General Health District, the use of its physical facilities by the Wood County Combined General Health District as mass prophylaxis for the victims of disasters and pandemic radiological emergencies or nuclear incidents.
2. Furnish to the Wood County Combined General Health District and update annually the names and phone or email addresses of Facility's personnel that could be contacted 24 hours a day and seven days a week to gain access to such facilities in the event they are needed in disaster situations. Further, such list shall be updated at least once per year.
3. Provide a point of contact (Mr. Francis Seruel,) for Health District to contact as needed during the operations of antiviral medication distribution.

ARTICLE IV: TERM

This MOA shall commence on the date which this MOA is executed by the Health District and shall expire on December 31, 2017, unless otherwise terminated or extended by formal agreement.

ARTICLE V: TERMINATION

Either party may terminate this MOA immediately after delivery of written notice to the other party. Upon termination, Facility shall take all necessary or appropriate steps to limit disbursements, minimize costs, and return unused SNS materials within three business days. The facility shall also furnish a report and/or provide copies of all records relating to the dispensing of SNS materials pursuant to this MOA.

ARTICLE VI: LIMITATION OF LIABILITY

RECORD OF PROCEEDINGS

Minutes of

Bowling Green Board of Education

Regular

Meeting

Held Performing Arts Center

January 19 20 16

Each party will be responsible for any liability, claim, loss, damage or expense arising from its acts or omissions in connection with its performance of this MOU, or its failure to comply with the terms of this MOU, as required under the laws of the State of Ohio. The Health District shall be entitled to all immunities and defenses accorded by state and federal law, including but not limited to those set forth in Chapter 2744, of the Ohio Revised Code. Each party shall be afforded immunity from tort liability, as applicable, pursuant to the Public Readiness and Emergency Preparedness Act (42 U.S.C. Sections 247d-6d, 247d-6e, as amended). In no event shall Health District be liable for any indirect or consequential damages, even if Health District knew or should have known of the possibility of such damages. Health District makes no representations, warranties, or other guarantees regarding the efficacy of any pharmaceutical provided pursuant to this MOA.

ARTICLE VII: NATURE OF RELATIONSHIP

It is mutually agreed by and between the parties that the relationship between the Health District and the Facility will be that of an independent contractor and no principal-agent or employer-employee relationship is created by this agreement.

ARTICLE VIII: NON-DISCRIMINATION CLAUSE

It is understood and agreed that, in compliance with the provisions of Chapter 125.111, Revised Code of Ohio, (A) That in the hiring of employees for the performance of work under this contract or any employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on behalf shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or worker who is qualified and available to perform the work to which the employment relates. (B) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, handicap, or color.

Acceptance of this contract is evidence of both parties intent to comply with the Title VI-VII of the 1964 Civil Rights Act, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination because of race, color, national origin, disability, age, sex (including sexual harassment/orientation), religion, creed, veterans' status and political affiliation.

ARTICLE IX: CONFIDENTIALITY

All Health District information which is classified as confidential pursuant to state and/or federal law, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), will be treated as such by Facility. Health District shall make the final determination whether its information is confidential. Facility shall not use any confidential information, systems, or records made available to it for any purpose other than to fulfill the duties specified herein. Facility agrees to be bound by the same standards of confidentiality that apply to the employees of Health District and the State of Ohio.

ARTICLE X: PUBLIC RECORDS

3

By entering into this MOA, Facility acknowledges and understands that records maintained by the Health District pursuant to this MOA may be deemed public records and subject to disclosure under Ohio law.

ARTICLE XI: INSURANCE

Facility agrees to procure and maintain for the duration of this MOA the following insurance at its own expense: (1) Workers' Compensation insurance, as required by Ohio law; (2) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Facility's services as described in this MOA; (3) auto liability; and (4) professional liability (errors and omissions).

ARTICLE XII: DRUG FREE WORKPLACE

Facility shall comply with all applicable local and federal rules, regulations and statutes pertaining to a drug free workplace. Facility shall make a good faith effort to ensure that all employees of Facility do not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on local, county, or municipal property.

ARTICLE XIII: GOVERNING LAW

This MOA shall be governed, construed and enforced in accordance with the laws of the State of Ohio.

ARTICLE XIV: MODIFICATION OF CONTRACT

Any alteration or modification of the terms or conditions of this MOA must be in writing and signed by all parties.

ARTICLE XV: SEVERABILITY

It is mutually agreed by and between the parties that if any section, subsection, sentence, clause, phrase, or portion of this agreement shall be for any reason 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 thereof.

ARTICLE XVI: ENTIRE AGREEMENT

This writing, including all schedules and attachments, constitutes the entire agreement between the parties with respect to all matters herein and shall supersede all prior negotiations, proposals, and representations, whether written or oral.

4

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

FOR THE BOARD OF HEALTH OF THE WOOD COUNTY COMBINED GENERAL HEALTH DISTRICT

Date

1/8/16

Bea Baty MPH
Health Commissioner

FOR THE BOWLING GREEN CITY SCHOOLS:

Date

Mr. Paul Walker
Board of Education President

RECORD OF PROCEEDINGS

Minutes of

Bowling Green Board of Education

Regular

Meeting

Held Performing Arts Center

January 19 20 16

A student trip request for BGHS Baseball Team to attend a tournament in Myrtle Beach, South Carolina from March 27, 2016 through April 1, 2016 (BGCS Spring Break). Coach: Robert Schultz. All costs will be paid by fund raisers.

Agreement with Buehrer Group Architecture & Engineering, Inc., 314 Conant Street, Maumee, OH for the Bowling Green High School Football Stadium Bleacher Replacement and Handicapped Restroom Facility Project and authorize an advertisement to bid for the project.

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

01696 It was moved by Whipple, seconded by Carr to approve an Addendum to Employment Contract for Francis R. Scrucci to increase reimbursement amount for membership fees for community/school related organizations and expenses related to community activities.

Addendum to Employment Contract
Between
Francis R. Scrucci and the Board of Education Bowling Green City School District
For period August 1, 2015 through July 31, 2018

(to be attached to original contract)
Changes noted in BOLD

9. 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 \$2,000.00 \$3,500 annually.

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 fees for registration, travel and subsistence expenses, as approved in the Annual Appropriation.

Adopted by Board of Education January 19, 2016

Board President

Treasurer

Superintendent

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

01697 It was moved by Scholl, seconded by Carr to adjourn at 5:50 p.m.

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

President

Attest: Treasurer