

**ELMWOOD LOCAL SCHOOLS
BOARD OF EDUCATION**

Special Meeting – Monday, June 8, 2020 / 6:00 p.m.

Virtual Meeting via ZOOM

Bloomdale, Ohio 44817

Board minutes are not official until approved at the regular June 2020 board of education meeting.

Roll: Time 6:00 p.m.

| | |
|---------------|---------|
| Mrs. Davis | Present |
| Mrs. Endicott | Present |
| Mr. King | Present |
| Mr. Lee | Present |
| Mrs. Reynolds | Present |

Call to Order

At this time the meeting was called to order.

Pledge of Allegiance

100-20

Acceptance of Minutes of Previous Meeting:

- Special & Regular Meetings – May 11, 2020

Motion by Mrs. Endicott Seconded by Mrs. Reynolds

Mrs. Endicott Yes Mr. King Yes Mrs. Reynolds Yes
Mrs. Davis Yes Mr. Lee Yes

Adjustment of Proposed Agenda for Tonight's Meeting

Superintendent Borton made any changes to the agenda at this time.

Superintendent's Recognition and Updates

Hearing of the Public

- On hold until regular, in person meetings resume.

Action Agenda

101-20

It is recommended by the administration team that Prom be cancelled for the 2019-2020 school year due to Covid-19 concerns.

Motion by Mrs. Endicott Seconded by Mr. Lee

Mr. King Yes Mr. Lee Yes Mrs. Davis Yes
Mrs. Reynolds Yes Mrs. Endicott Yes

102-20

It is recommended to allow the Class of 2020 and the Class of 2021 to have an outside drive-in theatre style event on school grounds, funded by the Class of 2021.

Motion by Mrs. Reynolds Seconded by Mrs. Endicott

Mrs. Reynolds Yes Mrs. Endicott Yes Mr. King No
Mr. Lee Yes Mrs. Davis Yes

ELMWOOD BOARD OF EDUCATION
June 8, 2020

Board Member Comments

The Regular June Board meeting is scheduled for June 22, 2020 at 6:00 p.m. in the Middle School Media Center.

103-20

Adjournment – Time 6:40 p.m.

Motion by Mrs. Reynolds Seconded by Mrs. Endicott

Mr. Lee Yes Mrs. Reynolds Yes Mrs. Davis Yes
Mr. King Yes Mrs. Endicott Yes

LuAnn Vanek, Treasurer

Melanie Davis, Board President

**ELMWOOD LOCAL SCHOOLS
BOARD OF EDUCATION**

**Regular Meeting – Monday, June 22, 2020 / 6:00 p.m.
Elmwood Middle School Media Center
Bloomdale, Ohio 44817**

Board minutes are not official until approved at the July 2020 board of education meeting.

Roll: Time 6:00 p.m.

| | |
|---------------|---------|
| Mrs. Davis | Present |
| Mrs. Endicott | Present |
| Mr. King | Present |
| Mr. Lee | Present |
| Mrs. Reynolds | Present |

Call to Order

At this time, the meeting was called to order.

Pledge of Allegiance

104-20

Acceptance of Minutes of Previous Meeting:

- Special Meeting – June 8, 2020

Motion by Mr. Lee Seconded by Mrs. Endicott

**Mr. King Yes Mr. Lee Yes Mrs. Reynolds Yes
Mrs. Endicott Yes Mrs. Davis Yes**

Adjustment of Proposed Agenda for Tonight's Meeting

Superintendent Borton made any changes to the agenda at this time.

Superintendent's Recognition and Updates

- Land transfer discussion – Dan Wilson, Scott Apple
- Special Ed yearly update

Hearing of the Public

No requests for public participation

TREASURER'S REPORTS

Financial

105-20

It is recommended that the financial statements for the month of May be approved as presented by the Treasurer.

Motion by Mrs. Reynolds Seconded by Mrs. Endicott

**Mrs. Reynolds Yes Mrs. Endicott Yes Mrs. Davis Yes
Mr. Lee Yes Mr. King Yes**

ELMWOOD BOARD OF EDUCATION

June 22, 2020

106-20

It is recommended to approve the following supplemental appropriations for FY2020:

| | | | |
|-----|-------------------------------------|--------------|----------|
| 001 | General Fund | \$150,000.00 | Increase |
| 200 | Student Activity | \$ 19,700.00 | Decrease |
| 300 | Athletic Fund | \$ 16,850.00 | Decrease |
| 461 | Agriculture 5 th Quarter | \$ 180.99 | Decrease |

Motion by Mrs. Reynolds Seconded by Mr. Lee

*Mr. Lee Yes Mr. King Yes Mrs. Endicott Yes
Mrs. Reynolds Yes Mrs. Davis Yes*

107-20

It is recommended to approve the Annual Appropriations for FY2021. (Exhibit A)

Motion by Mr. Lee Seconded by Mrs. Endicott

*Mrs. Endicott Yes Mrs. Davis Yes Mr. King Yes
Mr. Lee Yes Mrs. Reynolds Yes*

108-20

It is recommended to transfer money from the 001 General Fund to:

| | | |
|-----|---------------------------|--------------|
| 006 | Cafeteria Fund | \$110,000.00 |
| 035 | Termination Benefits Fund | \$ 55,280.00 |

Motion by Mr. Lee Seconded by Mrs. Reynolds

*Mrs. Davis Yes Mrs. Reynolds Yes Mr. Lee Yes
Mr. King Yes Mrs. Endicott Yes*

109-20

It is recommended to approve the following District-Support Organizations for the 2020-2021 school year per Board Policy 9211:

Elmwood Athletic Boosters
Elmwood Elementary PTO
Elmwood FFA Alumni
Elmwood Music Boosters

Motion by Mr. Lee Seconded by Mrs. Reynolds

*Mrs. Reynolds Yes Mr. King Yes Mrs. Davis Yes
Mrs. Endicott Yes Mr. Lee Yes*

110-20

It is recommended to renew property, liability and fleet insurance with Liberty Mutual Insurance through Phelan Insurance Agency for a period of three (3) years from 7/1/2020 – 7/1/2023.

Motion by Mr. Lee Seconded by Mrs. Endicott

*Mr. King Yes Mrs. Endicott Yes Mrs. Reynolds Yes
Mr. Lee Yes Mrs. Davis Yes*

ELMWOOD BOARD OF EDUCATION

June 22, 2020

SUPERINTENDENT’S RECOMMENDATIONS & REPORTS

111-20

Consent Agenda

- a) It is recommended to rescind the two (2) year contract issued to Tyler Rosendale for Transportation Office Assistant for July 1, 2020 – June 30, 2022, due to a previous two (2) year contract that was issued July 1, 2019 – June 30, 2021 that hasn’t yet expired.

- b) It is recommended to modify the 2019-20 district calendar due to Covid-19 so that the last student day moved from May 29, 2020 to May 22, 2020.

Motion by Mrs. Reynolds Seconded by Mrs. Endicott

***Mrs. Endicott Yes Mr. Lee Yes Mrs. Davis Yes
Mr. King Yes Mrs. Reynolds Yes***

-
Action Agenda

112-20

It is recommended that the following resignations be accepted.

Chelsea O’Leary – Student Attendant/Aide – effective June 8, 2020
Sara Schwiefert – Elementary Special Ed Teacher – effective August 10, 2020

Motion by Mr. Lee Seconded by Mrs. Reynolds

***Mrs. Reynolds Yes Mrs. Davis Yes Mr. King Yes
Mrs. Endicott Yes Mr. Lee Yes***

113-20

It is recommended that the following individual be hired for 2020 Extended School Year Services, on an as needed basis, pending BCII/FBI and licensure if applicable.

| Name | Positon | Rate |
|------------------|--------------|----------------------------|
| Jenifer Holcombe | ESY Services | \$27.50 per hour as needed |

Motion by Mr. Lee Seconded by Mr. King

***Mr. King Yes Mrs. Davis Yes Mr. Lee Yes
Mrs. Reynolds Yes Mrs. Endicott Yes***

114-20

It is recommended that course fees for the 2020-2021 school year be approved. (Exhibit B)

Motion by Mr. King Seconded by Mrs. Endicott

***Mrs. Davis Yes Mrs. Endicott Yes Mrs. Reynolds Yes
Mr. Lee No Mr. King Yes***

ELMWOOD BOARD OF EDUCATION

June 22, 2020

115-20

It is recommended to approve the Memo of Understanding between the Elmwood Board of Education and the Elmwood Education Association regarding supplemental changes. (Exhibit C)

Motion by Mr. Lee Seconded by Mrs. Reynolds

*Mr. Lee Yes Mrs. Reynolds Yes Mrs. Endicott Yes
Mr. King Yes Mrs. Davis Yes*

116-20

It is recommended to adopt the Specialty Services Salary Schedules effective 7/1/2020 (Exhibit D).

Motion by Mr. King Seconded by Mr. Lee

*Mrs. Reynolds Yes Mr. Lee Yes Mrs. Davis Yes
Mrs. Endicott Yes Mr. King Yes*

117-20

It is recommended that the following district supplemental contracts be approved for the 2020-2021 school year. (Exhibit E)

Motion by Mrs. Reynolds Seconded by Mrs. Endicott

*Mr. King Yes Mrs. Reynolds Yes Mr. Lee Yes
Mrs. Davis Yes Mrs. Endicott Yes*

118-20

It is recommended that the following supplemental positions be approved for the 2020-2021 school year, pending BCII/FBI and certification/licensure, if applicable. (Exhibit F)

Motion by Mrs. Endicott Seconded by Mr. Lee

*Mrs. Davis Yes Mr. Lee Yes Mr. King Yes
Mrs. Endicott Yes Mrs. Reynolds Yes*

119-20

It is recommended to enter into a contract with BGSU for strength coach services for the 2020-2021 school year. In addition, acknowledge that BGSU will send us Justin Rea to fulfill the duties of that contract. (Exhibit G)

Motion by Mrs. Reynolds Seconded by Mrs. Endicott

*Mrs. Endicott Yes Mr. King Yes Mrs. Davis Yes
Mrs. Reynolds Yes Mr. Lee Yes*

120-20

It is recommended to approve the continuation of the contract with CRC (Children's Resource Center) for a full-time, school-based, mental health counselor for the 2020-2021 school year paid with wellness dollars.

Motion by Mr. Lee Seconded by Mrs. Endicott

*Mr. Lee Yes Mrs. Endicott Yes Mrs. Reynolds Yes
Mr. King Yes Mrs. Davis Yes*

ELMWOOD BOARD OF EDUCATION

June 22, 2020

121-20

It is recommended that the following individual be hired for a certified position for the 2020-2021 school year as indicated below, pending BCII/FBI and verification of employment, certification/licensure, and transcripts.

| <u>Name</u> | <u>Tentative Placement</u> | <u>Contract</u> | <u>Column/Step</u> |
|---------------|-------------------------------|------------------|--------------------|
| Caroline Hunt | 3 rd grade Teacher | One-Year Limited | BA/1 |

It is also recommended to accept the resignation of Caroline Hunt at the end of the 2020-2021 school year.

Motion by Mrs. Endicott Seconded by Mr. Lee

***Mrs. Davis Yes Mrs. Reynolds Yes Mrs. Endicott Yes
Mr. Lee Yes Mr. King Yes***

122-20

It is recommended that the following individual be hired for a certified position for the 2020-2021 school year as indicated below, pending BCII/FBI and verification of employment, certification/licensure, and transcripts.

| <u>Name</u> | <u>Tentative Placement</u> | <u>Contract</u> | <u>Column/Step</u> |
|------------------|----------------------------|------------------|--------------------|
| Catherine Geiger | Elem. Special Ed Teacher | One-Year Limited | M/5 |

Motion by Mr. Lee Seconded by Mr. King

***Mr. King Yes Mr. Lee Yes Mrs. Davis Yes
Mrs. Reynolds Yes Mrs. Endicott Yes***

123-20

It is recommended that the following individual be issued a Continuing, as needed, classified contract effective July 1, 2020, pending BCII/FBI and licensure if applicable.

| <u>Name</u> | <u>Building</u> | <u>Tentative Placement</u> | <u>Step/Rate</u> |
|-------------|-----------------|----------------------------|------------------|
| Joanna King | High School | Student Attendant | Step 16 |

Motion by Mr. Lee Seconded by Mrs. Endicott

***Mrs. Reynolds Yes Mr. King Abstained Mr. Lee Yes
Mrs. Davis Yes Mrs. Endicott Yes***

124-20

It is recommended that the following individual be issued a Continuing, as needed, classified contract effective July 1, 2020, pending BCII/FBI and licensure if applicable.

| <u>Name</u> | <u>Building</u> | <u>Tentative Placement</u> | <u>Step/Rate</u> |
|--------------|-----------------|----------------------------|------------------|
| Amanda Myers | Middle School | Student Attendant | Step 10 |

Motion by Mr. King Seconded by Mrs. Reynolds

***Mrs. Endicott Yes Mrs. Davis Abstained Mr. King Yes
Mr. Lee Yes Mrs. Reynolds Yes***

ELMWOOD BOARD OF EDUCATION

June 22, 2020

125-20

It is recommended that the following individuals be issued a Continuing, as needed, classified contract effective July 1, 2020, pending BCII/FBI and licensure if applicable.

| <u>Name</u> | <u>Building</u> | <u>Tentative Placement</u> | <u>Step/Rate</u> |
|----------------|-----------------|--|------------------|
| Stephanie Rose | High School | Student Attendant | Step 10 |
| Shelley Gonyer | Middle School | 5 th / 6 th Classroom Aide | Step 11 |
| Olivia Oliver | Middle School | Student Attendant | Step 8 |
| LeeAnn Smith | Middle School | Student Attendant | Step 13 |
| Amy Thomas | Middle School | 7 th / 8 th Classroom Aide | Step 10 |
| Sandra Tolbert | Middle School | Monitoring Aide | Step 9 |
| Robyn Wonderly | Middle School | Student Attendant | Step 9 |
| Stacey Bingham | Elementary | Pre-K Aide | Step 13 |
| Joy Clark | Elementary | Pre-K Aide | Step 14 |
| Molly Elgin | Elementary | CD Classroom Aide | Step 11 |
| Debra Troyer | Elementary | Project MORE Aide | Step 20 |
| Teri Weber | Elementary | Student Attendant | Step 20 |

Motion by Mrs. Endicott Seconded by Mr. Lee

***Mr. Lee Yes Mrs. Endicott Yes Mrs. Reynolds Yes
Mr. King Yes Mrs. Davis Yes***

126-20

It is recommended that the following individuals be issued a Two Year, as needed, classified contract effective July 1, 2020– June 30, 2022, pending BCII/FBI and licensure if applicable.

| <u>Name</u> | <u>Building</u> | <u>Tentative Placement</u> | <u>Step/Rate</u> |
|------------------|-----------------|----------------------------|------------------|
| Melissa Healey | High School | Student Attendant | Step 3 |
| Jenifer Holcombe | High School | Student Attendant | Step 5 |
| Sandy Laborie | Middle School | Library Aide | Step 5 |
| Karen Malone | Middle School | Student Attendant | Step 1 |
| Lynn Brown | Elementary | Classroom Aide | Step 2 |
| Kara Buchman | Elementary | Student Attendant | Step 2 |
| Robyn Casey | Elementary | Student Attendant | Step 3 |
| Jamie Gostnell | Elementary | Classroom Aide | Step 5 |
| Brenda Hammer | Elementary | Classroom Aide | Step 6 |
| Megan Hummel | Elementary | Student Attendant | Step 4 |
| Laura Nungester | Elementary | CD Classroom Aide | Step 3 |
| Samantha Peters | Elementary | Student Attendant | Step 1 |
| Kim Sander | Elementary | Student Attendant | Step 4 |
| Amber Seedorf | Elementary | Classroom Aide | Step 1 |
| Rebecca Torres | Elementary | Student Attendant | Step 2 |
| Michelle Weaver | Elementary | Pre-K Aide | Step 3 |
| Lori Wickard | Elementary | CD Classroom Aide | Step 1 |

Motion by Mrs. Reynolds Seconded by Mrs. Endicott

***Mrs. Reynolds Yes Mr. Lee Yes Mr. King Yes
Mrs. Davis Yes Mrs. Endicott Yes***

ELMWOOD BOARD OF EDUCATION

June 22, 2020

127-20

It is recommended that the following individuals be issued a One Year, as needed, classified contract, effective July 1, 2020 - June 30, 2021

| <u>Name</u> | <u>Building</u> | <u>Tentative Placement</u> | <u>Step/Rate</u> |
|---------------------|-----------------|----------------------------|------------------|
| Brodderick Naugle | Middle School | CD Classroom Aide | Step 0 |
| Kayleb Stuff | District | Grounds/Sub Custodian | \$10.50 per hr |
| Joe Wright | District | Grounds Mowing | \$9.50 per hr |
| Kim Garner | Com. Ctr. | Fitness Center Attend. Sub | \$8.80 per hr |
| Brooke Rosendale | Com. Ctr. | Fitness Center Attend. Sub | \$8.80 per hr |
| Christina Schreiner | Com. Ctr. | Fitness Center Attend. Sub | \$8.80 per hr |
| Jane Schreiner | Com. Ctr. | Fitness Center Attend. Sub | \$8.80 per hr |
| Lori Wickard | Com. Ctr. | Fitness Center Attend. Sub | \$8.80 per hr |

Motion by Mr. Lee Seconded by Mrs. Endicott

***Mrs. Endicott Yes Mr. King Yes Mrs. Davis Yes
Mr. Lee Yes Mrs. Reynolds Yes***

128-20

It is recommended that the bid be accepted for the purchase of two (2) 72 passenger, propane school buses from Cardinal Bus Sales, Inc. to be purchased after July 1, 2020, for \$187,202.00. (Exhibit H)

Motion by Mr. King Seconded by Mrs. Endicott

***Mrs. Davis Yes Mrs. Endicott Yes Mrs. Reynolds Yes
Mr. King Yes Mr. Lee Yes***

129-20

It is recommended to add a resolution to the agenda to add the School Bus Purchase Program to the FY2021 Annual Appropriations, Exhibit A.

Motion by Mr. King Seconded by Mrs. Endicott

***Mr. King Yes Mrs. Davis Yes Mrs. Endicott Yes
Mrs. Reynolds Yes Mr. Lee Yes***

130-20

It is recommended to add the following fund to the FY2021 Annual Appropriations Exhibit A.

| | |
|---------------------------------|-------------|
| 499 School Bus Purchase Program | \$41,244.06 |
|---------------------------------|-------------|

Motion by Mr. Lee Seconded by Mr. King

***Mr. Lee Yes Mrs. Reynolds Yes Mrs. Davis Yes
Mrs. Endicott Yes Mr. King Yes***

ELMWOOD BOARD OF EDUCATION

June 22, 2020

Building Reports

High School

- Thank you to all who helped with Graduation 2020.
- My last day will be June 30, 2020. I appreciate the support that I have been given for the past 20 years. Thank you.

Middle School

- Planning for the upcoming school year is underway
- Cheer tryouts were conducted last week and middle school numbers are up
- Electronic grade cards were available Friday, June 5th, which was communicated to parents. This was the second time we did not mail grade cards and it seems to work well.
- Honor Roll was released June 9th. We had 56% students honored, which was only about a 3-4% drop from our usual percentage.
- Student awards were distributed or mailed to students. In lieu of our normal awards assembly held on the last day of the school year, parents and students were emailed a composite list of all award winners.

Elementary

- Due to Covid-19, the Department of Education exempted all third grade students from the requirements of the Third Grade Reading Guarantee due to the inability to test.
- Registration materials for prospective preschool and kindergarten students are still being accepted. Parents may submit materials to the central office.
- Kindergarten screening is July 27-28. Parents have been notified and screening appointments are being scheduled.

Legislative Update

Board Member Comments

- The next Board meeting is scheduled for Monday, July 13, 2020 at 6:00 p.m. in the Middle School Media Center.
- Discuss August Regular Board meeting date

131-20

Executive Session: Time 8:54 p.m.

Superintendent Borton requested that the Board go into Executive Session to confer with an attorney for the board of education concerning disputes.

Motion by Mrs. Reynolds Seconded by Mrs. Endicott

***Mrs. Endicott Yes Mr. King Yes Mrs. Reynolds Yes
Mrs. Davis Yes Mr. Lee Yes***

Return from Executive Session: Time 10:11 p.m.

President Davis certified that the Board did discuss the above aforementioned executive item.

132-20

Adjournment – Time 10:11 p.m.

Motion by Mr. Lee Seconded by Mr. King

***Mr. King Yes Mr. Lee Yes Mrs. Davis Yes
Mrs. Reynolds Yes Mrs. Endicott Yes***

EXHIBIT A

**ANNUAL APPROPRIATION RESOLUTION
CITY, EXEMPTED VILLAGE, JOINT VOCATIONAL OR LOCAL BOARD OF EDUCATION**

Revised Code, Section 5705.38

The Board of Education of the Elmwood Local School District, Wood County, Ohio, met in special session on the 22nd day of June 2020 in the Elmwood middle school media center with the following members present:

Mrs. Melanie Davis
Mrs. Kristen Endicott
Mr. Brian King
Mr. Ryan Lee
Mrs. Debora Reynolds

_____ moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Education of the Elmwood Local School District, Wood County, Ohio that to provide for the current expenses and other expenditures of said Board of Education, during the fiscal year ending June 30, 2020, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made and during said fiscal year, as follows, viz:

| | |
|--|-----------------|
| 001 General | \$16,530,800.00 |
| 002 Bond Retirement | \$259,000.00 |
| 003 Permanent Improvement | \$250,000.00 |
| 006 Food Service | \$548,000.00 |
| 007 Special Trust | \$25,000.00 |
| 008 Endowment | \$1,000.00 |
| 018 Public School Support | \$21,650.00 |
| 019 Other Grants | \$7,500.00 |
| 022 OHSAA Tournaments | \$3,400.00 |
| 034 Classroom Facilities | \$125,000.00 |
| 035 Employee Termination | \$201,000.00 |
| 200 Agency Funds | \$209,250.00 |
| 300 District Managed Activity | \$291,140.00 |
| 439 Public School Preschool | \$135,950.72 |
| 451 Data Communications | \$5,400.00 |
| 461 Agriculture Education 5th Quarter | \$4,746.98 |
| 467 Student Health and Wellness | \$206,300.00 |
| 499 School Bus Purchase Program | \$41,244.06 |
| 507 Elementary and Secondary School Emergency Relief | \$72,840.65 |
| 516 IDEA Part B | \$258,332.91 |
| 572 Title I | \$112,623.70 |
| 587 Early Childhood Special Education | \$13,036.62 |
| 590 Title II-A, Improving Teacher Quality | \$24,149.38 |
| Total | \$19,347,365.02 |

EXHIBIT A

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

| | | |
|-----------------------|---------|--------|
| Mrs. Melanie Davis | ___ Yes | ___ No |
| Mrs. Kristen Endicott | ___ Yes | ___ No |
| Mr. Brian King | ___ Yes | ___ No |
| Mr. Ryan Lee | ___ Yes | ___ No |

CERTIFICATE

Section 5705.39, R.C.— "No appropriation measure shall become effective until there is filed with the appropriating authority by the county auditor a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate." When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure.

The State of Ohio Wood County, ss.

I, LuAnn Vanek, Treasurer of the Board of Education of the Elmwood Local School District in said County, and in whose custody the Files, Journals and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Resolution is taken and copied from the original Resolution now on file with said Board, that the foregoing Resolution has been compared by me with the said original and that the same is a true and correct copy thereof.

Witness my signature, this 22nd day of June, 2020.

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

EXHIBIT A

ELMWOOD BOARD OF EDUCATION
June 22, 2020

ELMWOOD BOARD OF EDUCATION

June 22, 2020

EXHIBIT B

**Elmwood High School Course Fees
2020-2021**

EXHIBIT B

| Class | Fee |
|-------------------|------------|
| Spanish 1 | \$4.00 |
| Spanish 2 | \$4.00 |
| Spanish 3 | \$4.00 |
| Spanish 4 | \$4.00 |
| | |
| | |
| Eng 9 | \$12.00 |
| Eng 9 Mod | \$12.00 |
| Eng 10 | \$8.00 |
| Adv. Eng 10 | \$12.00 |
| Eng 11 | \$11.00 |
| Adv. Eng 11 | \$11.00 |
| Eng 12 | \$8.00 |
| Adv. Eng 12 | \$8.00 |
| Newspaper | \$0.00 |
| | |
| Senior History | \$0.00 |
| World Hist | \$3.00 |
| Am Hist | \$0.00 |
| Am Govt | \$0.00 |
| Psyc. | \$0.00 |
| Issues | \$0.00 |
| | |
| Physical Science | \$7.50 |
| Enviro Sustain | \$20.00 |
| Biology | \$8.00 |
| Chem | \$12.00 |
| Adv chem | \$12.00 |
| Bio 2 | \$10.00 |
| Anatomy | \$40.00 |
| Physics | \$12.00 |
| Biodiversity | \$20.00 |
| | |
| Technology Fee | \$0.00 |
| Guidance Fee | \$0.00 |
| Student Handbook | \$7.00 |
| Freshman Dues | \$10.00 |
| Sophomore Dues | \$10.00 |
| Junior Class Dues | \$20.00 |
| Senior Class dues | \$15.00 |
| Parking Permit | \$2.00 |
| | |

| Class | Fee |
|----------------------------|------------|
| Computer Apps | \$10.00 |
| Computer Concepts | \$10.00 |
| Computer Fundm | \$10.00 |
| Acct Fundamentals | \$5.00 |
| Comp Hardware | \$15.00 |
| Pers Business/Finance | \$0.00 |
| Adv. Accounting | \$5.00 |
| Sports Marketing | \$0.00 |
| | |
| Civ Eng & Arch | \$10.00 |
| Prin of Engineering | \$10.00 |
| Intro to Engineering | \$10.00 |
| EDD Capstone | \$10.00 |
| | |
| Ag 701 | \$10.00 |
| Ag 702 | \$10.00 |
| Ag 703 | \$10.00 |
| Ag 704 | \$10.00 |
| Ag 705 | \$10.00 |
| Ag Capstone 706 | \$10.00 |
| FFA Dues | \$17.50 |
| | |
| Princ. Of Foods | \$25.00 |
| Prin of Nutrition/Wellness | \$25.00 |
| Pers Financial Mgt | \$7.50 |
| Transitions & Careers | \$7.50 |
| Child Development | \$10.00 |
| Textiles/Interior Des. | \$10.00 |
| | |
| PE 9 | \$5.00 |
| PE 10 and Health | \$5.00 |
| Adv PE | \$6.00 |
| Rec Sports | \$6.00 |
| | |
| ART 1,2,3 | \$50.00 |
| Sr. Studio | \$40.00 |
| Ceramics | \$50.00 |
| Photo | \$35.00 |
| | |
| Choir | \$0.00 |
| Band | \$15.00 |
| Music Theory | \$15.00 |
| | |

2020-2021 MIDDLE SCHOOL COURSE FEES - ALL GRADES : \$45.00

2020-2021 ELEMENTARY COURSE FEES - ALL GRADES : \$45.00

2020-2021 PRESCHOOL COURSE FEES - \$25.00

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the ELMWOOD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION (the "Board") and the ELMWOOD EDUCATION ASSOCIATION (the "EEA").

WHEREAS, the Board and the EEA are parties to a Collective Bargaining Agreement (the "Agreement") in effect from July 1, 2019 through June 30, 2022; and

WHEREAS, the Agreement addresses supplemental contracts; and

WHEREAS, the Board and the EEA have determined it to be in their mutual best interests to amend the Agreement with regard to supplemental contracts;

NOW, THEREFORE, BE IT AGREED, by and between the Board and the EEA as follows, notwithstanding anything in the Agreement to the contrary:

1. The Board and the EEA agree that for the duration of the Agreement, supplemental contracts will continue to be issued by the Board in accordance with the terms of the Agreement. However, in the event the Governor, Ohio Department of Health, local department of health, or Superintendent orders schools closed to students or prohibits student activities, or the Ohio High School Athletic Association prohibits or limits athletics, such supplemental contracts shall be prorated according to the days worked by the employee pursuant to the supplemental contract. It is understood that the proration includes both academic and athletic supplementals.

2. The proration of the athletic contracts will be handled in the following way:

- a. Head Coaches
 - i. 25% paid for non-season work
 - ii. 30% paid for work in the preseason
 - iii. 15% for work in the first 1/3 of the season*
 - iv. 15% for work in the second 1/3 of the season*
 - v. 15% for work in the last 1/3 of the season.*
- b. Assistants and Middle School coaches
 - i. 25% paid for work in the preseason
 - ii. 25% for work in the first 1/3 of the season*
 - iii. 25% for work in the second 1/3 of the season*
 - iv. 25% for work in the last 1/3 of the season.*

*If proration is needed, administration will work with the EEA to determine which category of the above the season is currently in.

3. The proration of all other supplementals will be handled in the following way:

- a. Will be fully paid for the year: LPDC, Yearbook for all buildings, Web Advisor, Senior Class Advisor, HS Band Director. In addition, Assistant Band Director*, Flag/Majorette Advisor*, and Percussion Advisor* will be fully funded unless a significant portion of the year is missed.
- b. All other supplementals* will be prorated based on the amount of time we are in school and able to do the work required.
 - *If proration is needed, administration will work with the EEA to determine how the proration will work.

4. The parties acknowledge that individual supplemental contracts issued will include language reflecting the agreement that contracts will be prorated.

ELMWOOD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Date: _____ By: _____

ELMWOOD EDUCATION ASSOCIATION

Date: _____ By: _____

EXHIBIT C

ELMWOOD BOARD OF EDUCATION
June 22, 2020

ELMWOOD BOARD OF EDUCATION
June 22, 2020

EXHIBIT D

EXHIBIT D

ELMWOOD LOCAL SCHOOL DISTRICT
 SPECIALTY SERVICES
 EFFECTIVE JULY 1, 2020

| | \$20.50 | \$23.30 |
|------------|--------------------------------------|------------------------------------|
| | OCCUPATIONAL THERAPY ASSISTANT | HEARING IMPAIRED INTERPRETER |
| Experience | | |
| 0 | \$20.50 1.0000 | \$23.30 1.0000 |
| 1 | \$21.00 1.0244 | \$23.87 1.0244 |
| 2 | \$21.50 1.0488 | \$24.44 1.0487 |
| 3 | \$22.00 1.0732 | \$25.00 1.0731 |
| 4 | \$22.50 1.0976 | \$25.57 1.0974 |
| 5 | \$23.00 1.1220 | \$26.14 1.1218 |
| 6 | \$23.50 1.1464 | \$26.71 1.1462 |
| 7 | \$24.00 1.1708 | \$27.27 1.1705 |
| 8 | \$24.50 1.1952 | \$27.84 1.1949 |
| 9 | \$25.00 1.2196 | \$28.41 1.2192 |
| 10-14 | \$25.50 1.2440 | \$28.98 1.2436 |
| 15-19 | \$26.00 1.2684 | \$29.54 1.2680 |
| 20+ | \$26.50 1.2928 | \$30.11 1.2923 |
| 25+ | \$27.00 1.3172 | \$30.68 1.3167 |

ELMWOOD BOARD OF EDUCATION

June 22, 2020

EXHIBIT E

Exhibit E

**ELMWOOD LOCAL SCHOOL DISTRICT
2020 - 2021 SUPPLEMENTAL POSITIONS
District**

| POSITION | CONTRACT |
|--|--------------------|
| 20 Extended Days - HS Guidance | Katie Bryant |
| 15 Extended Days - MS Guidance | Nick Davis |
| 10 Extended Days - ES Guidance | Hannah Renollet |
| 10 Extended Days - HS Media Specialist | Sonja Brand |
| 38 Extended Days - HS Agriculture | Krysteena Lawrence |
| 10 Extended Days - HS Family/Consumer Sciences | Hanna Grass |
| 5 Extended Days - Gifted Coordinator | Julia Nickels |
| 3 Extended Days - Preschool | Katie Rider |
| 3 Extended Days - Preschool | Erin Peterson |
| 3 Extended Days - Preschool | Allison Talpas |

ELMWOOD BOARD OF EDUCATION

June 22, 2020

EXHIBIT F

Exhibit F

ELMWOOD LOCAL SCHOOL DISTRICT 2020 - 2021 SUPPLEMENTAL POSITIONS

Academic Positions

| High School | Contract With: | Step |
|---|--|--------|
| Senior Class Advisor | Heather Taxler | 0 |
| Junior Class Advisor | Roberta Bodnar | 2 |
| Sophomore Class Advisor | Morgan Heiss | 2 |
| Freshman Class Advisor | Sonja Brand | 31 |
| Department Head/Faculty Advisor | Erin Shaffer | 17 |
| Department Head/Faculty Advisor | Christina Meyer | 11 |
| Department Head/Faculty Advisor | Victor Meyer | 3 |
| Department Head/Faculty Advisor | Kile Eichenaer | 4 |
| Department Head/Faculty Advisor | Kelsey McKibben | 1 |
| Band Director | Megan Hayes | 2 |
| Assistant Band Director | Madison Lyons | 1 |
| Pep Band Advisor | Megan Hayes | 2 |
| Percussion Advisor | Alyssa (Dani) Armstrong | 1 |
| Flag Corp. Advisor | Amber Voischow | 6 |
| Majorette Advisor | Amber Voischow | 3 |
| Vocal Music Director | Christine Rohrs | 18 |
| Musical Director | Christine Rohrs | 12 |
| Musical Vocal Director | Christine Rohrs | 14 |
| Student Council Advisor | Heidi Borch-Meyer (1/2) & Tina Meyer (1/2) | 6 / 6 |
| Yearbook Advisor | Kristine Lotycz | 4 |
| National Honor Society | Erin Shaffer | 12 |
| Foreign Language Club Advisor | Emily Reynolds | 1 |
| Assistant Foreign Language Club Advisor | Jill Davis | 5 |
| Science Club Advisor | Morgan Heiss | 8 |
| Art Club Advisor | Christina Meyer | 17 |
| Engineering/Robotics Club Advisor | Eric Poffenbaugh | 7 |
| HS Quiz Bowl Advisor | Hope Fawcett | 4 |
| Web Advisor | Sonia Brand | 15 |
| Testing Coordinator | Katie Bryant | 1 |
| Volunteer Assistant Flag Corp. Advisor | Mckenzie Peters | na (1) |
| Middle School | Contract With: | Step |
| Student Council Advisor | Betsy Britngman (1/2) / Natalie Genson (1/2) | 5 / 4 |
| Yearbook Advisor | Shelby Bratt | 1 |
| 7/8th Quiz Bowl Advisor | Katejin Smith | 12 |
| 5/6th Quiz Bowl Advisor | Sandy Laborie | 9 |
| Testing Coordinator | Nick Davis | 1 |
| Elementary | Contract With: | Step |
| Student Council Advisor | Elaine Podach | 5 |
| Yearbook Advisor | Christina Farabee | 20 |
| Safety Patrol Advisor | Pam Frankforter | 0 |
| Grade Level Chair | Laura Bowsher | 14 |
| Grade Level Chair | Elaine Podach | 8 |
| Grade Level Chair | Vicki Kupka | 9 |
| Grade Level Chair | Anjaneke Lukasik | 4 |
| Grade Level Chair | Jill Dewey | 9 |
| Grade Level Chair | Erin Peterson | 0 |
| Testing Coordinator | Katie Bryant | 1 |

Athletic Positions

| High School | Contract With | Step |
|-------------------------------------|--|--------|
| HS / MS Assistant Athletic Director | Terry Rothembuhler | 15 |
| HS Ticket Manager | Kevin Wolfe | 0 |
| Assistant Volleyball Coach | Steve Twining | 2 |
| Assistant Football Coach | Jeff Weber | 2 |
| Assistant Football Coach | Lane Bishop | 1 |
| Assistant Football Coach | Roger Frank (1/2) / Kurt Kolbow (1/2) | 14 / 1 |
| Assistant Football Coach | Jady Snyder (1/2) / Zack Meggitt (1/2) | 3/3 |
| Freshman Football Coach | Darren Morrison | 2 |
| Assistant Cross Country Coach | Jeremy Robinson | 3 |
| Middle School | Contract With | Step |
| Eighth Grade Volleyball Coach | Jeff Daniels | 0 |
| Football Coordinator | Kile Eichenaer | 11 |
| Football Coach | Steven Gebret. | 5 |
| Football Coach | Charles Hoppie | 3 |
| Cross Country Coach | Allison Arnold | 0 |
| Cheerleading Coach | Jenilee Myers | 1 |

EXHIBIT G

GRADUATE STUDENT INTERNSHIP AGREEMENT
BETWEEN
BOWLING GREEN STATE UNIVERSITY
AND
ELMWOOD HIGH SCHOOL

This Agreement ("Agreement") is effective as of August 31, 2020 and is made by and between Bowling Green State University, a state-assisted institution of higher education established and existing under the laws of the State of Ohio, having Offices at 400 E. Poe Rd., Bowling Green, Ohio, 43403-0230 (hereinafter referred to as "BGSU"), and ELMWOOD HIGH SCHOOL (hereinafter referred to as "SPONSOR") located at 7650 Jerry City Road, Bloomdale, Ohio, 44817. BGSU and SPONSOR may each be referred to herein as a "Party" and collectively as the "Parties".

PREMISES

WHEREAS, BGSU agrees to provide, and the SPONSOR agrees to accept, the services of one or more BGSU graduate students (alternatively referred to herein as "Students" or "Interns") for participation in an Internship experience provided by the SPONSOR (hereinafter "Internship");

WHEREAS, Internship experiences are intended to further the educational development of Students and are offered by and through BGSU as part of its academic program of instruction;

WHEREAS, Internships also provide the SPONSOR certain benefits including, but not limited to, furthering the development and training of those individuals who will enter professions of interest to the SPONSOR; and

WHEREAS, the Parties have agreed that the provision and acceptance of such services shall be in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the Premises and the mutual promises herein contained, and intending to be legally bound thereby, the Parties agree as follows:

COVENANTS

1.0 RELATIONSHIP OF THE PARTIES

1.1 Independent Parties. At all times under this Agreement BGSU and the SPONSOR shall be considered independent entities. Nothing contained herein, nor any course of action or failure to act, shall be construed to create a partnership, joint venture, common business association, or any other similar entity; nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the Parties.

1.2 Students. The Interns performing services for the SPONSOR shall not be considered full-time or part-time employees of the SPONSOR. Interns shall be ineligible for any benefits accruing to SPONSOR's employees, including, but not limited to: Workers' Compensation, the payment of the employer contribution to Social Security or other payroll taxes, health or other insurance, vacation pay, sick leave, or paid holidays. Interns shall not be covered by SPONSOR's malpractice coverage, whether SPONSOR is self-insured or otherwise. At all times under this Agreement Interns shall be considered

students of BGSU and shall remain subject to all rules, policies, and procedures of BGSU that pertain to students.

2.0 NUMBER OF STUDENTS AND TERMS OF INTERNSHIPS

2.1 Numbers and Disciplines. The SPONSOR agrees to accept the following numbers of Students from each of the listed Colleges, and Departments as noted in this section:

1 (one) graduate student(s) from the College of Education and Human Development, School of Human Movement, Sport, and Leisure Studies (HMSLS), will be placed at this site for the 2020-2021 Academic Year and summer 2021, August 31, 2020 – August 21, 2021.

2.2 Service Hours. Except as specifically provided for in this Section 2.2, Students shall be required to perform services for no more than 20 (twenty) hours per week during the term of their Internship, and not to exceed a total of 120 hours during the summer term. Students will not be required to provide services during any period when BGSU is not in session (the period of time between the semesters) and including Thanksgiving Break and Spring Break. Other exceptions to the requirements of the previous sentences are as follows: (If "none", so state):

January 18th and 27th-29th, 2021.

2.3 Holidays. Students shall not be required to provide services on holidays or at such other times when the SPONSOR does not require the attendance of its employees at the site of the Internship.

3.0 SCOPE OF SERVICES

3.1 Description of Services. SPONSOR will be responsible for providing a variety of tasks for Interns that are primarily related to their respective disciplines and academic programs of instruction. Exhibit 3.1, incorporated herein by this reference, will be completed and acknowledged as assignments are made.

3.2 Supervising Mentors. Each Intern shall be assigned a supervising mentor ("Supervisor") by the SPONSOR. The Supervisor shall be responsible for the assignment of Internship duties, responsibilities and specific tasks to the Intern. The Supervisor will also assess the quantity of services performed by the Interns assigned to that Supervisor.

3.3 Internship Director. BGSU shall assign an Internship Director, who shall be a member of the BGSU faculty. The Internship Director shall consult with the Sponsor's Supervisor(s) in a collaborative effort to assist Interns progress satisfactory through their Internship in a manner that is commensurate with the academic program of instruction and the relevant service requirements of the SPONSOR. Evaluations of each Student's performance shall be submitted by the Supervisor(s) to the Internship Director and the Director shall endeavor, to the maximum extent practicable, to assist both the Intern and the assigned Supervisor enrich and improve the experience of the Students in the Internship program.

4.0 TERMINATION OF SERVICES

4.1 Termination by Student. If for any reason the Student is unable or unwilling to continue the Internship to completion of the assigned term, the Student will inform the Internship Director who shall either: (a) take appropriate measures to find a replacement acceptable to both SPONSOR and BGSU; or (b) advise the Supervisor of the termination of the Internship pertaining to that Student. If terminated under (b), notices shall be sent to all representatives named in 7.0.

4.2 Involuntary Termination. A Student whose performance is unsatisfactory will be removed from the Internship by BGSU upon receipt of written request from the SPONSOR. Any Student not meeting the requirements of his/her academic program may be terminated from the Internship by BGSU.

5.0 PAYMENT; SCHEDULE OF PAYMENT

5.1 Amounts. In consideration for the provision of services and other benefits under this Agreement, the SPONSOR agrees to pay BGSU for costs incurred for the Stipend, as determined by the department, fringe benefits and an administrative fee.

5.2 Maximum Limitation. In no event shall the total amount paid and owing by the SPONSOR under this Agreement exceed the total aggregate sum of \$16,191.

5.3 Schedule of Payments. The amounts specified in Section 5.2 shall be due and owing to BGSU according to the following payment schedule:

Receipt of an invoice from the BGSU Grants Accounting Office. Grants Accounting to bill not more than monthly for costs incurred during the period specified on the invoice.

5.4 Early Termination. Notwithstanding any other provision of this Agreement to the contrary, if a Student is terminated from the Internship program prior to the expiration of the Internship term pertaining to that Student --

- (a) to the extent that SPONSOR has not tendered payments to BGSU for the hours of service actually provided by that Student prior to termination, SPONSOR shall make such payments to BGSU within 30 days after such termination. When computing the amount of such payments, the Parties shall use the hourly rate, if any, specified in section 5.1 or, if no such rate is specified, the Parties shall compute such amounts on a proportionate basis taking into account (i) the number of service hours actually provided; (ii) the total number of such hours anticipated at the beginning of such term; and (iii) the total compensation agreed upon for the full term of the Internship; and
- (b) to the extent that the SPONSOR has already paid BGSU for a portion of the Internship for which services have not been provided, BGSU shall refund to SPONSOR any payments made in advance of services to be performed during that period.

5.5 Stipends to Students. Stipend support shall be provided to the Students by BGSU in a manner and in amounts established and determined in accordance with BGSU approved policy, as implemented by the BGSU Graduate College in the exercise of its reasonable discretion.

5.6 Billing Addresses.

- (a) Invoices shall be sent to the SPONSOR at the following address:

Ty Traxler, ~~Assistant Principal and Athletic Director~~^{AS}
Elmwood High School
7650 Jerry City Road
Bloomdale, OH 44817
Phone: 419-655-2583 x ~~327~~ ³²⁰

- (b) SPONSOR payments shall be made payable to "BOWLING GREEN STATE UNIVERSITY" and, unless otherwise specified in Section 5.3, shall be due and payable in full 30 days after the date of the relevant invoice. Payments shall be sent to:

Kate Behr
1851 N. Research Drive
Bowling Green State University
Bowling Green, OH 43403-0082
Phone: 419-372-8593
kbehr@bgsu.edu

- (c) Each Party reserve the right to change the designation of its representative specified in Section 5.6(b) by a unilateral modification to this Agreement signed by that Party's signatory below and forwarded to the other Party's representative pursuant to this Section 7.0.

6.0 COMPLIANCE

The Parties shall perform their respective rights and responsibilities hereunder in a manner that is in full compliance with all controlling laws, rules, and regulations. The Parties shall not discriminate on the basis of race, creed, color, marital or veteran status, sexual orientation, gender, age, pregnancy, disability, religion, ancestry, citizenship status (except as permitted by federal law dealing with access to classified data or other national security matters), or on any other basis that may be prohibited by law.

7.0 NOTICES

Except as specifically provided for in Section 5.6, all notices, designations and other communications contemplated under this Agreement shall be in writing and shall be either personally delivered, or transmitted by certified mail, facsimile transmission, wire, or other device reasonably calculated to effect delivery of documents within three (3) calendar days. All such notices shall be effective only when received by the addressee. Unless otherwise agreed to in writing by the Parties, such notices, designations, and communications shall be sent to the Parties' representatives at the addresses noted below:

BGSU Representative:
Mr. Thomas Kornacki
Director, Office of Sponsored Programs and Research
Bowling Green State University
302 Hayes Hall
Bowling Green, OH 43403
PHONE: (419) 372-2481
EMAIL: ospr@bgsu.edu

With a copy to the Internship Director:
Vikki Krane, Professor/Graduate Coordinator
230C Eppler Complex
Bowling Green State University
Bowling Green, OH 43403
PHONE: (419) 372-7233
EMAIL: vkrane@bgsu.edu

EXHIBIT G continued

ELMWOOD BOARD OF EDUCATION
June 22, 2020

SPONSOR Representative:
Tony Borton, Superintendent
Elmwood School District
7650 Jerry City Road
Bloomdale, OH 44817
PHONE: 419-655-2583 x 343

8.0 INSURANCE

During the term of this Agreement, it shall be the responsibility of BGSU to have and maintain, at its sole cost and expense, such insurance coverages on Students as may be relevant to the provision of their services in the Internship. BGSU acknowledges that the SPONSOR is not required and has no responsibility to provide insurance coverage including but, not limited to coverages, for damages, injuries, claims, and all other liability or potential liability caused by, or arising out of the performance of services by Students in the Internship.

9.0 PROPERTY RIGHTS AND CONFIDENTIALITY OF INFORMATION

9.1 Confidentiality of Data. Except as provided in Sections 9.3 and 9.4, all operational, scientific, business, personnel, donor, and all other information and financial knowledge and data that Interns may acquire from the SPONSOR or those within its employ including, but not limited to, the SPONSOR's methods of conducting its business affairs, methods, processes, systems, improvements, development and other plans, and other private matters which may be disclosed to Interns or produced by them hereunder (hereinafter referred to as "Confidential Data"), shall for all time and for all purposes be regarded by BGSU as strictly confidential and shall not be directly or indirectly disclosed by BGSU to any person whomsoever, except to SPONSOR, or with the SPONSOR's written permission, to a third party. To the extent practicable, the SPONSOR shall inform the Student of those specific documents and other information that it considers to be Confidential Data within the meaning of this Section 9.1.

9.2 Students. BGSU shall ensure that each of its Students agrees to the provisions of this section 9.2 to the same extent as if a signatory hereto as a pre-condition for participation in the SPONSOR's Internship program.

9.3 Exceptions. Notwithstanding any other provision of this Section 9.0 to the contrary, information shall not be considered Confidential Data if such information:

- (a) was in the possession of BGSU at the time of disclosure to the Students;
- (b) becomes available to the general public other than through a violation of this Agreement by BGSU or other than through a disclosure made by a Student;
- (c) is independently developed and hereafter supplied to BGSU or an intern by a third party without restriction or disclosure; or
- (d) is required to be disclosed by operation of law, provided that, to the maximum extent practical, and as may be permitted under such law, the SPONSOR is given prior notice of the requirement for disclosure.

9.4 Use of Confidential Data. The Students may desire to use Confidential Data in a thesis or dissertation or for other academic purposes. In such event the SPONSOR shall be requested by the Student and the Internship Director to waive its rights to confidentiality of certain data, or to agree to such

modifications, redactions, time delays, or such other limitations as the SPONSOR may determine necessary to reasonably protect its legitimate interests. The SPONSOR shall make good faith efforts to accommodate the request of the Student and the Internship Director in a timely manner, provided that, in no event may Confidential Data be used by BGSU or the Student without the expressed written consent of the SPONSOR.

10.0 SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their successors, assigns and legal representatives, to the other Party to this Agreement and to the successors, assigns and legal representatives of the other Party with respect to all terms of this Agreement. The SPONSOR shall not assign or transfer any right or responsibility under this Agreement without the prior written consent of BGSU.

11.0 NO THIRD PARTY BENEFICIARIES

None of the provisions of this Agreement or any document contemplated hereby or reference herein is intended to grant any right or benefit to any person or entity that is not a signatory to this Agreement.

12.0 HIPAA COMPLIANCE

This section 12.0 does apply does not apply to this Agreement:

The Parties acknowledge and agree that the provision of services under this Agreement will require its access to, or the use, maintenance, or formulation of, Protected Health Information ("PHI") and that the provision of such services by Students under these circumstances may constitute a "business associate relationship" between the Parties, as such terms are defined by the Health Insurance Portability and Accountability Act of 1996, and relevant regulations promulgated pursuant thereto (45 C.F.R. Parts 160 and 164) (collectively referred to as "HIPAA"). In recognition thereof, BGSU hereby agrees to comply with HIPAA during the term of this Agreement and hereby represents that it ascribes to the truthfulness of the representations and certifications contained in Exhibit 12.0, attached hereto and incorporated herein by this reference.

13.0 MODIFICATIONS

This Agreement represents the entire and integrated agreement between BGSU and the SPONSOR and supersedes all prior negotiations, representations or agreements, either written or oral. No representations were made or relied upon by any Party other than those expressly set forth herein. No agent, employee, or representative of a Party is empowered to alter or modify any of the terms in this Agreement unless such alteration or modification is done in writing and signed by the signatories below, or their successors, or other authorized persons designated, in writing, by such signatories or successors.

14.0 SEVERABILITY

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

15.0 WAIVERS

EXHIBIT G continued

ELMWOOD BOARD OF EDUCATION
June 22, 2020

Any waiver by a Party to any term or condition of this Agreement by the other Party shall not affect or impair the waiving Party's right with respect to any subsequent act or omission of the same type, nor shall it be deemed to waive any other right under this Agreement; nor shall any delay or omission of a Party to exercise any right arising under this Agreement affect or impair such Party's rights as to the same or any future delay or omission; nor shall the failure of a Party to this Agreement to require or exact full and complete compliance with any one or more of the provisions of this Agreement be construed as in any manner changing such provision or provisions.

16.0 TERM OF AGREEMENT

This AGREEMENT shall remain in full force and effect from the effective date through August 21, 2021. Notwithstanding the provisions of the previous sentence, either Party may terminate this AGREEMENT pursuant to, and as provided for, in Section 17.0 (TERMINATION).

17.0 TERMINATION

17.1 Grounds for Termination. Subject to the provisions of Section 17.2 this AGREEMENT shall be deemed terminated in its entirety upon the occurrence of any one or more of the following events:

- a) a material breach of a term or condition of this Agreement, if the non-breaching party so elects;
- b) a Party becomes insolvent or subject to a petition in bankruptcy or is placed under the control of a receiver, liquidator or committee of creditors;
- c) at the expiration of the term or a renewal term, as described in Section 16.0; or
- d) upon the provision of 30 days prior written notice by one Party to the other.

17.2 Surviving Provisions. The provisions of Section 9.0 (PROPERTY RIGHTS AND CONFIDENTIALITY OF INFORMATION) and Section 19.0 (GOVERNING LAW; DISPUTE RESOLUTION) shall survive the termination of this Agreement.

18.0 RESPONSIBILITY

Neither party to this Agreement shall be responsible for any obligation or liability incurred or assumed by the other Party or its employees, affiliates, or other representatives, and each Party shall be responsible for its own acts or omissions and those of its employees, affiliates, or other representatives and nothing contained herein is intended to shift such responsibility from one Party to the other.

19.0 GOVERNING LAW; DISPUTE RESOLUTION

19.1 Ohio Law. This Agreement shall be interpreted, controlled, and enforced in accordance with the substantive laws of Ohio. SPONSOR acknowledges that BGSU is an instrumentality of the state of Ohio.

19.2 Disputes. Subject to the provisions of Section 19.3, prior to commencing any litigation by one Party against the other over a disputed matter, the Parties agree that they will meet in good faith for the purpose of seeking an amicable resolution. In the event that such a meeting does not result in a resolution of the dispute, both Parties hereby agree to participate in mediation of the dispute, with a mediator mutually selected by them. Only if there is a failure to mutually agree on a mediator, or if such mediation reaches an impasse, may one Party seek judicial enforcement of this Agreement against the other Party.

19.3 Injunctive Relief. BGSU acknowledges that in the event it breaches its nondisclosure obligations under Section 9.0 (PROPERTY RIGHTS AND CONFIDENTIALITY OF INFORMATION) SPONSOR will not have an adequate remedy at law and, therefore, the SPONSOR shall be entitled to seek immediately an injunction against such a breach or further breach from any court of competent jurisdiction in the state of Ohio.

20.0 CAPTIONS

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

IN WITNESS THEREOF, the parties have executed this Agreement as of the date of the appearing next to their respective signatures below.

BOWLING GREEN STATE UNIVERSITY ELMWOOD HIGH SCHOOL

By: _____ By: _____
Michael Y. Ogawa, Ph.D. Tony Borton
VP for Research & Economic Superintendent
Engagement

Date: _____ Date: _____

EXHIBIT G continued

ELMWOOD BOARD OF EDUCATION
June 22, 2020

ELMWOOD BOARD OF EDUCATION
June 22, 2020

EXHIBIT G continued

Exhibit 3.1

Internship Assignments

| Name of Intern | Discipline | Service Term (List semesters/dates) |
|----------------|-------------|--|
| Justin Rea | Kinesiology | Fall 2020, Winter 2021, Spring 2021 & Summer 2021 |

BGSU has assigned and **ELMWOOD HIGH SCHOOL** (SPONSOR) accepts and acknowledges the assignment of the Interns listed above for the Internship Agreement between the Parties effective as of **August 31, 2020**.

BOWLING GREEN STATE UNIVERSITY

By:

Vikki Krane

Vikki Krane

Internship Director

Date:

ELMWOOD HIGH SCHOOL

By:

Tony Borton

Superintendent

Date:

By:

Michael Y. Ogawa

VP for Research & Economic
Engagement

Date:

ELMWOOD BOARD OF EDUCATION
June 22, 2020

EXHIBIT H

EXHIBIT H

| | | |
|--|----------------------|-------------------|
| ELMWOOD LOCAL SCHOOL DISTRICT | | |
| Recommendation for Lowest and Best Bids | | |
| June, 2020 | | |
| | Price Per Bus | |
| 2 - 72 Passenger, with options, trade ins, early pay | Cardinal Bus | 93,601.00 |
| | | 93,601.00 |
| Total | | 187,202.00 |

| | | |
|--|----------------|--------------|
| BUS BIDS | | |
| BASE PRICE COMPARISONS - 72 passenger | | |
| June 2020 | | |
| | PRODUCT | |
| COMPANY | | PRICE |
| Cardinal (Order Unit) | Bluebird | 93,601.00 |
| | | 93,601.00 |
| Myers | Thomas | 100,949.00 |
| | | 100,849.00 |
| Rush | International | 93,746.00 |
| | | 93,746.00 |