2022 Superintendent Évaluation Report 22-63     Bentley Bright Beginnings Playground Renovation Report 22-64     Technical Building Automation Contract					
3. Building Reports Recognition of Retirees Celebrate Kids – Owosso High School Student Representative Report – Alayna Scripter         4. Board Correspondence: Superintendent's Report Curriculum Director's Report         5. Public Participation         6. For Action         • Consent Agenda: November 16, 2022, Board of Education Regular Meeting Minutes- Current Bills- Financials- Obsolete Materials, Operations- Bentley Bright Beginnings Playground Renovation- Bentley Bright Beginnings					
Recognition of Retirees         Celebrate Kids – Owosso High School         Student Representative Report – Alayna Scripter         4. Board Correspondence:         Superintendent's Report         Curriculum Director's Report         5. Public Participation         6. For Action         • Consent Agenda:         November 16, 2022, Board of Education Regular Meeting Minutes-         Report 21-58         November 16, 2022, Closed Session Minutes-         Financials-         Public Participations         Report 21-58         Report 21-58         Report 21-58         Report 22-60         Financials-         • Obsolete Materials, Operations-         • 2022 Superintendent Evaluation-         • Bentley Bright Beginnings Playground Renovation-         • Bentley Bright Beginnings Playground Renovation-         • Technical Building Automation Contract-         • Sinking Fund Project Administration -					
Superintendent's Report Curriculum Director's Report         5. Public Participation         6. For Action         • Consent Agenda: November 16, 2022, Board of Education Regular Meeting Minutes					
6. For Action         • Consent Agenda: November 16, 2022, Board of Education Regular Meeting Minutes         November 16, 2022, Closed Session Minutes         Current Bills         Financials         • Obsolete Materials, Operations         • Obsolete Materials, Operations         • Description         Bentley Bright Beginnings Playground Renovation         • Technical Building Automation Contract         • Sinking Fund Project Administration	Curriculum Director's Report 5. Public Participation				
• Consent Agenda:       Report 21-58         November 16, 2022, Closed Session Minutes					
November 16, 2022, Board of Education Regular Meeting Minutes November 16, 2022, Closed Session Minutes Current Bills Financials Obsolete Materials, Operations 2022 Superintendent Evaluation Bentley Bright Beginnings Playground Renovation					
• 2022 Superintendent Évaluation       Report 22-63       At Place         • Bentley Bright Beginnings Playground Renovation       Report 22-64       Page 29         • Technical Building Automation Contract       Report 22-65       At Place         7. For Future Action       Report 22-66       Page 37					
	Page 37				
Personnel Update Report 22-67	Page 44				
9. Public Participation					
10. Board Comments: Board Member Comments/ Updates					
<ul> <li>10. Board Comments: Board Member Comments/ Updates</li> <li>11. Upcoming Board Meeting Dates: January 11, 2023: Committee of the Whole Meeting, 5:30PM, Washington Campus Gymnasium January 25, 2023: Board of Education Regular meeting, 5:30PM, Washington Campus Gymnasium Upcoming Important Dates: December 14: OHS Choir Concert, 7:00pm, PAC December 16: OMS Fun Night, 3:00pm, PAC December 20: Half day for students, 12:00pm dismissal December 20: Emerson Hungry Howies Fundraiser, 4:00pm, Hungry Howies December 21-January 3: Holiday Recess January 4: First day back for students</li> </ul>					
12. Student Hearing					
13. Adjournment					

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting. Board Policy 0166

# BOARD GUARANTEE (Adopted May 2006)

We have been elected by the members of our community and choose to serve our fellow citizens to deliver the best possible programs and services to our children.

Therefore, we guarantee that:

We will serve with pride. We have been given the opportunity to make a difference in the lives of children and the quality of life in our community, and we are proud to accept that challenge.

We will treat students, parents, citizens, staff and fellow board members with dignity and respect.

We will be informed, knowledgeable and prepared before making decisions that affect the education of students. We will stay up-to-date so that our decisions will be based on the most recent information. We will model our belief that learning is a lifelong process.

We will do our part to work as a team with administrators, teachers, support staff, parents, students and citizens so that the entire learning atmosphere of our school will be one of warmth and caring. We will do this by becoming a part of district committees such as cross-functional, professional governance council (PGC) and many more.

We will maintain the policy making role of the Board and represent this to the constituents of the district by informal communications and referral to the proper channels for consideration of concerns and suggestions.

We will be enthusiastic and energetic in our support of the work in our schools by students, staff and volunteers. We will model this behavior by attending school sponsored events and working toward board certification through class work.

We will represent and reflect all segments of the community and base our decisions on sound policy and ethical principle that is in the best interest of all students. We will do this by basing our decisions on data and survey work on an annual basis. We will also take the time to have formal and informal conversations with our community.

Rick Mowen President

Sara Keyes Treasurer

Adam Easlick Trustee

Olga Quick Trustee

DIVER

Marlene Webster Secretary

Ty Krauss Trustee

Shelly Ochodnicky Vice President

Board Guarantee check points will run in conjunction with the Superintendent dialogue sessions.



# BOARD OF EDUCATION NORMS

- Open, Honest, and Timely Communication
- Prepared
- Committed
- Unified
- Disagree Without Conflict
- Punctual (notify if absent)
- Responsive (48 hour rule)
- Students First
- No Surprises



# **Public Participation at Board Meetings Statement**

The Board of Education is a public body and recognizes the value of public comment on educational issues. Time has been included in the meeting's agenda for public participation. Members of the audience are reminded that they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

# **For Action**

# November 16, 2022, Regular Meeting Minutes

#### OWOSSO PUBLIC SCHOOLS Board of Education Minutes Regular Meeting November 16, 2022 Report 22-58

Present: Adam Easlick, Ty Krauss, Rick Mowen, Shelly Ochodnicky, Olga Quick Absent: Sara Keyes, Marlene Webster

President Rick Mowen called the Board of Education Meeting to order at 5:30 p.m. The meeting was held at the Washington Campus Gymnasium, 645 Alger Street, Owosso MI 48867.

## **Pledge of Allegiance**

## **Building Reports**

Owosso Middle School Principal Rich Collins introduced the Board to the OMS therapy dog, Maverick. Maverick has been working at the middle school since September of this year and has been a popular addition to the OMS team. Maverick visits classrooms and is available to students in need of comfort throughout the day. Principal Collins also presented a slideshow of pictures of Maverick at work.

Student Representative Alayna Scripter reported to the Board that last week's 'Volleybrawl' game, a traditional game in which the boys play volleyball coached by the girls, was a successful fundraiser for the Humane Society and a fun time for all the athletes. Ms. Scripter also reported that after the Thanksgiving break the student government will be working on the annual canned food drive. The Board thanked Ms. Scripter for her report.

## **Board Correspondence**

Dr. Tuttle stated the holiday season is upon Owosso, a season of giving and gratitude. The Owosso community has given so much to the students and helped the school district develop into a district of opportunity for all students. Dr. Tuttle shared the following gifts from the community of Owosso that set Owosso apart from other districts, to the tune of the twelve days of Christmas:

"On the school year of 2022-2023 my community brought to me:

A one-thousand seat auditorium for our community Two free meals a day per student Three district nurses Four sinking fund mileages Five Liaison Officers Six Career and Technical Education Classes Seven therapy dogs Eight elementary encore classes Nine million dollars in received grants Ten by two fall athletes who qualified for state competition Eleven buses under the age of four

Twelve Years of Veterans' Day Celebrations"

Dr. Tuttle continued saying Owosso has received much more than can be sung in one song, including: fourteen advanced placement opportunities in the district as well as many more virtually or through our Regional Service District. 2022 is the 15th year of the canned food drive to help local families in need and the 16th year of the Senior Citizen Holiday luncheon. Dr. Tuttle finished her report by reminding the Board and the audience of the OHS Wizard of Oz Production taking place in the Performing Arts Center on November 18, 19, and 20.

Curriculum Director Mr. Brooks reported to the Board that November 8 was a district wide professional development day. Staff in each building participated in a variety of activities including data review of fall assessments and curriculum overview. Mr. Brooks also distributed a document regarding MICIP (Michigan Integrated Continuous Improvement Process), the state's school improvement plan. Mr. Brooks explained the district must review MICIP annually and the process reviews elements such as basic needs, social, emotional, and behavioral initiatives. Mr. Brooks said MICIP drives the district's school improvement plan and staff involvement. Mr. Brooks finished his report by saying that staff are currently preparing for the 2023-2024 school year; syllabus and course updates, dual enrollment preparation, and textbook updates.

## **Public Participation**

President Mowen stated that the Board of Education is a public body and recognizes the value of public comment on education issues. Time has been included in the meeting's agenda for public participation. Members of the audience were reminded they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

Public participants who addressed the board:

• John Morovitz

## For Action

- Moved by Krauss, supported by Easlick to approve the October 26, 2022 regular meeting minutes, the November 9, 2022 Committee of the Whole meeting minutes, and the current bills and financials as presented. Motion carried unanimously.
- Moved by Quick, supported by Easlick to authorize the Owosso Public School's Transportation department to dispose of a bus that can no longer meet the transportation needs of students. Motion carried unanimously.
- Moved by Quick, supported by Krauss to authorize the Superintendent to sign off on the permanent deed easements for the City for the aforementioned purposes. Motion carried unanimously.

# **For Future Action**

• The board will be asked to authorize the Owosso Public School's Maintenance department to dispose of a truck that can no longer meets the operational needs of the district.

# For Information

Dr. Tuttle announced the following personnel changes:

# **Accepted Positions**

- Lisa Spicer has accepted the Title I paraprofessional position at Central Elementary.
- Tasha Speck has accepted the Pupil Accounting Specialist position at the administration building.
- Carrie Yoho has accepted the Human Resources Director position at the administration building.

# **Public Participation**

No public participants addressed the Board.

## **Board Comments**

Vice President Ochodnicky said she enjoyed the Veteran's day activities in the district and heard positive feedback from parents and students. She complimented district staff for their work and dedication to making the events go smoothly for everyone.

Trustee Quick also thanked district staff for organizing the Veteran's day activities and she has heard wonderful feedback from members of the community that participated. She wished a happy Thanksgiving to everyone.

Trustee Easlick thanked Mr. Collins for bringing in Maverick and sharing his success. He also thanked Dr. Tuttle for sharing all the district accomplishments, he said hearing all those achievements makes him proud to be part of the Owosso community.

Trustee Krauss said he is looking forward to the holiday concerts and encouraged the Board to attend the upcoming school events and support the kids.

President Mowen thanked everyone for attending and said he appreciates all the hard work from the Owosso staff members to make fun events happen for the students.

# **Upcoming Dates**

- November 18, 19, 20: OHS Wizard of OZ, Performing Arts Center, Friday at 7:00pm, Saturday 2:00pm & 7:00pm, Sunday 2:00pm
- November 22: OHS Mr. Wonderful, 7:00pm, Performing Arts Center
- November 23-25: Thanksgiving Recess
- November 28: Emerson Culver's Fundraiser, Culvers, 4:00pm
- December 6 & 7: OMS, OHS Holiday Band Concerts, Performing Arts Center, 7:00pm
- December 13 & 14: OMS, OHS Holiday Choir Concerts, Performing Arts Center, 7:00pm

Moved by Quick, supported by Easlick, to move into closed session at 6:02 p.m. for the purpose of conducting the Superintendent's Evaluation. Motion carried unanimously.

# **Adjournment**

Moved by Ochodnicky, supported by Quick to move back into open session at 6:55p.m. Motion carried unanimously.

Moved by Easlick, supported by Krauss to adjourn at 6:58 p.m. Motion carried unanimously.

Minutes recorded by Brooke Barber.

Respectfully submitted,

Marlene Webster, Secretary

# November 16, 2022, Closed Session Minutes (At Place)

# **Current Bills**

#### OWOSSO PUBLIC SCHOOLS EXPENDITURE REPORT 11/10-12/8/2022 REPORT 22-60

CHECK RUN ACTIVITY BY FUND GENERAL FUND SERVICE FUND SINKING FUND BOND FUND CAPITAL PROJECTS - COOK FAMILY FOUND CHECK RUN TOTAL		\$1,410,321.05 \$118,707.28 \$7,193.75 \$0.00 \$0.00 \$1,536,222.08
DRAW FROM ACCOUNT		
GORDON FOOD SERVICE PAYMENT (11/11/2022)	\$	645.58
GORDON FOOD SERVICE PAYMENT (11/17/2022)	\$	1,171.67
GORDON FOOD SERVICE PAYMENT (11/22/2022)	\$	2,659.91
GORDON FOOD SERVICE PAYMENT (12/01/2022)	\$	1,294.94
	\$	5,772.10
<u>CREDIT CARD ACTIVITY BY FUND (11/06/22-11/30/2022)*</u> GENERAL FUND SERVICE FUND ORGANIZATIONAL FUND	\$ \$ \$	18,002.36 622.74 1,566.17
CREDIT CARD TOTAL	\$	20,191.27
PAYROLL (#10) 11/11/2022 PAYROLL (#11) 11/25/2022	\$	889,850.07 887,975.52
	\$	1,777,825.59
GRAND TOTAL	\$	3,340,011.04

\* Not same as end statement date of December 5, 2022 due to timing of reporting

Detailed payment information can be obtained from the Chief Financial Officer, Julie Omer, by calling (989) 723-8131 or by mailing a written request to Owosso Public Schools, P.O. Box 340, 645 Alger Street, Owosso, MI 48867

Che Che	Check Register Owosso Public Schools		Bank Account CHEM1, From 11/10/2022 to 12/08/2022		Page 1 of 5 Dec 8, 2022 1:49 PM
Check #	Date Run	Vendor	Name	Invoice Description	Amount
106161	11/11/2022	1 004181	OKEMOS HIGH SCHOOL	OHS/KLAPKO/BPA REGIONAL CONF	130.00
106162	11/11/2022	1 000300	ARGUS-PRESS CO.	COMM/THOMPSON/SOC ADS	530.00
106163	11/11/2022	1 000075	BRAINERD, AMANDA	COMM/THOMPSON/LIFEGUARD	50.00
106164	11/11/2022	1 006202	BSN SPORTS	OMS/WALWORTH/VOLLEYBALL SHORTS	8,099.12
106165	11/11/2022	1 007465	CINTAS CORPORATION # 308	<b>OPER/KLAPKO/SANITIZER RENTALS &amp; WIPE R</b>	698.38
106166	11/11/2022	1 001197	CLEVENGER, DEB	ATH/SMITH/CPR TRAINING FOR COACHES	245.00
106167	11/11/2022	1 001202	CONSUMERS ENERGY	UTIL/GAS & ELEC/OCT 2022	41,819.24
106168	11/11/2022	1 003369	CULLIGAN OF OWOSSO	ADM/HAHN/WATER	32.50
106169	11/11/2022	1 001410	DALTON ELEVATOR	OPER/KLAPKO/WELDING SUPPLIES	50.00
106170	11/11/2022	1 000271	EDF ENERGY SERVICES LLC	UTIL/NAT GAS - OCT 2022	12,702.39
106171	11/11/2022	1 009063	ESS MIDWEST INC	BB/ROWELL/STAFF PMT	15,982.59
106172	11/11/2022	1 008028	GOLDBERG, DIANE	OPER/OCT 22 MILEAGE	35.00
106173	11/11/2022	1 008800	<b>GREAT LAKES FIRE PROTECTION, INC</b>	<b>OPER/KLAPKO/ADJUSTED PRESSURE SWITC.</b>	420.00
106174	11/11/2022	1 100069	HEINEMANN	EM/PETERSEN/TAKE HOME BAGS	138.60
106175	11/11/2022	1 002810	HI-QUALITY GLASS	<b>BB/ROWELL/GLASS REPLACEMENT</b>	326.39
106176	11/11/2022	1 003767	HODGE GLASS	OPER/KLAPKO/PLEX	330.00
106177	11/11/2022	1 008220	J & H OIL CO.	TRANS/SECOR/GAS	13,760.89
106178	11/11/2022	1 004730	J. W. PEPPER & SON INC.	<b>OHS/DRAPER/MUSIC</b>	24.49
106179	11/11/2022	1 006244	JUNIOR LIBRARY GUILD	EM/YOUNG/NOVELS	725.48
106180	11/11/2022	1 102408	LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/NOV SUPPLIES	2,904.13
106181	11/11/2022	1 001841	LINTNER, DALLAS	<b>OHS/LINTNER/MILEAGE</b>	116.63
106182	11/11/2022	1 000150	LIVINGSTON, EMMALEE	COMM/THOMPSON/LIFEGUARD	30.00
106183	11/11/2022	1 008476	LIVINGSTON, EVAN	COMM/THOMPSON/LIFEGUARD	150.00
106184	11/11/2022	1 000334	LIVINGSTON, JACK	COMM/THOMPSON/LIFEGUARD	30.00
106185	11/11/2022	1 102151	MCVAY, TROY	EM/MCVAY/SUPPLIES FOR CLASS	20.96
106186	11/11/2022	1 003756	MICHIGAN COMPANY, INC.	OPER/KLAPKO/SEPT SUPPLIES	726.50
106187	11/11/2022	1 008397	MICHIGAN LAUNDRY MACHINERY, INC.	OPER/KLAPKO/SERVICE CALL ON WASHER	432.30
106188	11/11/2022	1 008144	MIDWEST DATA CENTER INC.	OHS/SMITH/VIDEO DATA	600.00
106189	11/11/2022	1 003384	NIXON EDUCATION SERVICES	CE/GOBEL/LETTER MATS	56.90
106190	11/11/2022	1 007851	<b>OREILLY AUTOMOTIVE INC</b>	OPER/KLAPKO/FUEL CAP	14.09
106191	11/11/2022	1 100030	OWOSSO PUBLIC SCHOOLS	ADM/OMER/HIR PROCESSING TIME	1,084.68
106192	11/11/2022	1 000305	PAESSLER AG	<b>TECH/WATSON/SOFTWARE</b>	5,544.62
106193	11/11/2022	1 004790	PITNEY BOWES GLOBAL FINANCIAL SERVIC	. OHS/PARSONS/POSTAGE MACHINE LEASE	174.66
106194	11/11/2022	1 000106	POMP'S TIRE SERVICE	TRANS/SECOR/TIRES & RIMS	2,005.32
106195	11/11/2022	1 004860	POSTMASTER	OMS/WALWORTH/POSTAGE	420.00
106196	11/11/2022	1 009003	QUADIENT FINANCE USA, INC.	ADM/HAHN/POSTAGE METER REFILL	500.00
106197	11/11/2022	1 100135	QUILL CORPORATION	CE/KLAPKO/PAPER	224.35

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106198	11/11/2022	1 008914	REPUBLIC SERVICES # 237	OPER/TRASH SRVCS OCT 2022	1,778.17
106199	11/11/2022	1 000323	ROTARY CLUB OF OWOSSO	ADM/TUTTLE - NOV 22 DUES	65.00
106200	11/11/2022	1 102443	SCHOLASTIC INC.	OMS/WALWORTH/MAGAZINES	485.69
106201	11/11/2022	1 005420	SCHOOL SPECIALTY LLC.	EM/YOUNG/LAMINATE TAPE	47.52
106202	11/11/2022	1 005363	SHATTUCK SPECIALTY ADVERTISING	<b>OPER/KLAPKO/DOOR LETTERS &amp; NUMBERS</b>	1,227.00
106203	11/11/2022	1 001704	SUNBURST GARDENS INC.	OPER/KLAPKO/ALL SCHOOLS HERBICIDE APP	4,465.00
106204	11/11/2022	1 002948	THOMPSON, JESSICA	ADM/THOMPSON/MILEAGE	52.13
106205	11/11/2022	1 004604	TUTTLE, ANDREA	ADM/TUTTLE/MILEAGE TO VOLLEYBALL	42.38
106206	11/11/2022	1 007812	ULINE	OPER/KLAPKO/POLY TRASH TRUCK	1,137.42
106207	11/11/2022	1 000076	USHER, LILY	COMM/THOMPSON/LIFEGUARD	25.00
106208	11/11/2022	1 008974	VIC BOND SALES	OPER/KLAPKO/PLUMBING SUPPLIES	296.62
106209	11/11/2022	1 006592	VIRTUAL ENTERPRISES, INC.	OHS/KLAPKO/VE TRADESHOW BOOTH	400.00
106210	11/11/2022	1 008420	WATER TECH	OPER/KLAPKO/COLIFORM ANALYSIS	66.00
106211	11/11/2022	1 000296	WMPM MECHANICAL LLC	<b>OPER/KLAPKO/REPLACE BLOWER MOTOR - P.</b>	1,986.75
106212	11/14/2022	1 004860	POSTMASTER	COMM/THOMPSON/MAIL SENIOR HOLIDAY IN	96.00
106213	11/17/2022	1 007659	A PARTS WAREHOUSE	TRANS/SECOR/CAMERAS FOR BUSES 24 & 25	3,300.00
106214	11/17/2022	1 000278	APPLEBEE OIL COMPANY	TRANS/SECOR/PROPANE	209.18
106215	11/17/2022	1 000300	ARGUS-PRESS CO.	<b>BB/ROWELL/RECRUITMENT AD</b>	306.30
106216	11/17/2022	1 007694	AUE, JESSICA	EM/AUE/SUPPLIES FOR VETERANS DAY	41.69
106217	11/17/2022	1 000196	AUTOMATED BUSINESS SOLUTIONS	ADM/HAHN/REPAIR FORMAX CHECK FOLDER	192.15
106218	11/17/2022	1 007465	CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORMS	61.23
106219	11/17/2022	1 008658	EPS SECURITY	OPER/KLAPKO/REPLACE SPEAKER STROBE	731.91
106220	11/17/2022	1 008293	FLINT METRO LEAGUE	ATH/SMITH/OFFICIALS TRAINING & RECRUITI.	200.00
106221	11/17/2022	1 007715	FRONTLINE TECHNOLOGIES GROUP, LLC	TECH/WATSON/INVENTORY SYSTEM	5,000.00
106222	11/17/2022	1 101944	GOPHER SPORTS	OHS/PARSONS/PE EQUIPMENT	385.93
106223	11/17/2022	1 005308	GROTH MUSIC	CE/HILLARD/RECORDERS	307.20
106224	11/17/2022	1 000070	H. K. ALLEN PAPER COMPANY	OPER/KLAPKO/NOV SUPPLIES	1,419.20
106225	11/17/2022	1 002810	HI-QUALITY GLASS	OPER/KLAPKO/TEMPERED GLASS INSTALL	387.43
106226	11/17/2022	1 002959	INDEPENDENT NEWSPAPERS/I60 MEDIA	ADM/BARBER/POSTCARDS	710.00
106227	11/17/2022	1 102408	LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/SUPPLIES	1,462.09
106228	11/17/2022	1 005711	LEARNING A-Z	EM/GRAHAM/READING A-Z	128.00
106229	11/17/2022	1 000074	LEPLEY, CORY	OPER/MILEAGE	95.81
106230	11/17/2022	1 007158	MOMAR, INCORPORATED	OPER/KLAPKO/SUPPLY AGREEMENT	395.00
106231	11/17/2022	1 005928	MURRAY, ANDREW	ATH/MURRAY/ENTRY & MILEAGE - SWIM MEET	81.25
106232	11/17/2022	1 007851	OREILLY AUTOMOTIVE INC	OPER/KLAPKO/SUPPLIES	16.99
106233	11/17/2022	1 004570	OWOSSO H.S. ORGANIZATION ACCT.	ADM/BARBER/SPIRIT STORE CERTIFICATES	175.00
106234	11/17/2022	1 102443	SCHOLASTIC INC.	EM/WEST/SCHOLASTIC NEWS	03.90

Bank Account CHEM1, From 11/10/2022 to 12/08/2022

Check Register

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Check #	Date Run	Nendor	Name	Invoice Description	Amount
106235	11/17/2022	1 005420	SCHOOL SPECIALTY LLC.	OMS/MCCLUNG/ART	5,127.45
106236	11/17/2022	1 101057	STATE OF MICHIGAN	OPER/KLAPKO/POOL LICENSE RENEWAL FEE	81.00
106237	11/17/2022	1 101057	STATE OF MICHIGAN	OPER/KLAPKO/BOILER INSPECTION	250.00
106238	11/17/2022	1 008930	THOMAS MOORE	<b>BB/ROWELL/REIM FOR TUITION</b>	225.00
106239	11/17/2022	1 006510	VALLEY LUMBER COMPANY	OPER/KLAPKO/SUPPLIES	39.63
106240	11/17/2022	1 008974	VIC BOND SALES	OPER/KLAPKO/PLUMBING SUPPLIES	16.28
106241	11/17/2022	1 007788	WAKELAND OIL	OPER/KLAPKO/GAS	1,203.03
106242	11/17/2022	1 008300	PRESIDIO NETWORKED SOLUTIONS	<b>BE/ROWELL/CAMERAS</b>	26,457.49
106243	11/22/2022	1 000275	APPLE COMPUTER, INC.	<b>BB/ROWELL/IPADS</b>	8,820.00
106244	11/22/2022	1 008391	BUZA, JACALYNN	EM/BUZA/ITEMS FOR VETERANS DAY	74.05
106245	11/22/2022	1 007465	CINTAS CORPORATION # 308	<b>OPER/KLAPKO/UNIFORMS</b>	88.11
106246	11/22/2022	1 001197	CLEVENGER, DEB	ATH/SMITH/TEST STRIPS	18.99
106247	11/22/2022	1 101560	EDWARDS SIGN & SCREEN PRINTING	OHS/PARSONS/BANNER FOR TRADE SHOW	115.00
106248	11/22/2022	1 008544	EMERSON, BROOKE	<b>BB/EMERSON/PD COURSE</b>	50.00
106249	11/22/2022	1 008658	EPS SECURITY	<b>BB/ROWELL/NEW ACCESS SYSTEM</b>	3,858.36
106250	11/22/2022	1 001458	FELDPAUSCH, CYNTHIA	OHS/FELDPAUSCH/MILEAGE	19.25
106251	11/22/2022	1 002390	GILBERT'S DO IT BEST HARDWARE	OPER/KLAPKO/OCT SUPPLIES	989.60
106252	11/22/2022	1 000070	H. K. ALLEN PAPER COMPANY	OPER/KLAPKO/SUPPLIES	1,155.10
106253	11/22/2022	1 002810	HI-QUALITY GLASS	OPER/KLAPKO/TEMPERED GLASS - OMS	3,698.84
106254	11/22/2022	1 102029	HOAG, ROBIN	OMS/HOAG/STUDENT REWARDS	114.96
106255	11/22/2022	1 102408	LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/NOV SUPPLIES	1,097.28
106256	11/22/2022	1 005711	LEARNING A-Z	CE/KLAPKO/RAZ SUBSCRIPTIONS	1,895.81
106257	11/22/2022	1 008805	MANTIS PEST MANAGEMENT SVC LLC	OPER/KLAPKO/PEST MGMT NOV 2022	390.00
106258	11/22/2022	1 003780	MESSA	DEC 2022 BILL/TEACHERS	238,843.94
106259	11/22/2022	1 003780	MESSA	DEC 2022 BILL/ADMIN STAF	26,540.03
106260	11/22/2022	1 003780	MESSA	DEC 2022 BILL/NON-UNION	17,921.13
106261	11/22/2022	1 003780	MESSA	DEC 2022 BILL/OESPA STAFF	42,837.97
106262	11/22/2022	1 007066	MICHALANGELO ENTERPRISES LLC	CURR/BROOKS/PD ON 11/8	2,000.00
106263	11/22/2022	1 100496	MICHALEC, KAREN	OMS/MICHALEC/MATERIALS FOR VETERANS	31.25
106264	11/22/2022	1 100030	OWOSSO PUBLIC SCHOOLS	ADM/BARBER/BOARD MTG WATER	15.60
106265	11/22/2022	1 007853	PIONEER VALLEY BOOKS	CE/KLAPKO/BOX SET	308.02
106266	11/22/2022	1 001357	PRO COMM INC	TRANS/SECOR/RADIOS FOR BUSES	2,640.00
106267	11/22/2022	1 007989	SCHOOL DATEBOOKS, INC.	<b>BR/VOORHIES/PLANNERS</b>	2,896.39
106268	11/22/2022	1 100017	SET-SEG	DEC 2022 BILL/GF STAFF	4,878.22
106269	11/22/2022	1 100017	SET-SEG	DEC 2022 BILL/ADMIN STAF	637.84
106270	11/22/2022	1 001704	SUNBURST GARDENS INC.	OPER/KLAPKO/MATERIAL & BASEBALL WORK.	1,150.00
106271	11/22/2022	1 007812	ULINE	OPER/KLAPKO/FREIGHT CHARGE - RETURN T	57.0GL

Page 3 of Ac 8 2022 1:49 P

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Page Dec 8 203

Bank Account CHEM1, From 11/10/2022 to 12/08/2022

Check Register

Che Che	Check Register Owosso Public Schools		Bank Account CHEM1, From 11/10/2022 to 12/08/2022		Page 4 of 5 Dec 8, 2022 1:49 PM
Check #	Date Run	Vendor	Name	Invoice Description	Amount
106272	11/22/2022	1 100267	UNUM LIFE INSURANCE	DEC 2022 BILL/GF STAFF	2,530.40
106273	11/22/2022	1 008675	US OMNI & TSACG COMPLIANCE SERVICES	PLAN ADMIN FEE OCT 2022	125.56
106274	12/01/2022	1 000098	AZEE BUSINESS SOLUTIONS	COMM/THOMPSON/FILM WIZARD OF OZ PLAY	200.00
106275	12/01/2022	1 000560	BLICK ART SUPPLY	OHS/GOBET/SUPPLIES	1,146.99
106276	12/01/2022	1 007465	CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORMS	61.23
106277	12/01/2022	1 001197	CLEVENGER, DEB	ATH/SMITH/CPR CERTIFICATIONS FOR COAC.	280.00
106278	12/01/2022	1 006588	DAYSTARR COMMUNICATIONS	UTIL/PHONE BILL	1,131.32
106279	12/01/2022	1 008999	DETROIT SALT COMPANY	OPER/KLAPKO/SALT	3,615.84
106280	12/01/2022	1 008658	EPS SECURITY	OPER/KLAPKO/TROUBLESHOOT WIRE ISSUE	247.50
106281	12/01/2022	1 009063	ESS MIDWEST INC	BB/ROWELL/STAFF PMT	14,500.40
106282	12/01/2022	1 101364	FENTON HIGH SCHOOL	ATH/SMITH/SWIM ENTRY 12/3	190.00
106283	12/01/2022	1 007715	FRONTLINE TECHNOLOGIES GROUP, LLC	TECH/WATSON/LABELS FOR INVENTORY SYS	1,800.00
106284	12/01/2022	1 101944	GOPHER SPORTS	OHS/CLEVENGER/PE SUPPLIES	348.27
106285	12/01/2022	1 000070	H. K. ALLEN PAPER COMPANY	CE/KLAPKO/FACIAL TISSUES	431.50
106286	12/01/2022	1 000069	HUTSON INC	OPER/KLAPKO/OIL & OIL FILTERS	443.34
106287	12/01/2022	1 004013	IMAGELINE PRODUCTIONS	COMM/THOMPSON/OWOSSO STICKERS	2,290.00
106288	12/01/2022	1 101089	INGHAM INTERMEDIATE SCHOOL DIST,	ADM/OMER/2022-23 CMSBO DUES	60.00
106289	12/01/2022	1 003275	LAKESHORE LEARNING MATERIALS	<b>BB/HURLEY/TRANSITIONCHAIRS</b>	319.70
106290	12/01/2022	1 101732	LAMPHERE PLUMBING & HEATING	OPER/KLAPKO/SEWER BACK UP - EMERSON	500.00
106291	12/01/2022	1 102408	LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/SUPPLIES	2,344.92
106292	12/01/2022	1 000722	MANER COSTERISAN	ADM/OMER/FINAL AUDIT BILLING	11,000.00
106293	12/01/2022	1 003600	MARSHALL MUSIC COMPANY INC.	<b>OHS/KOWALCZYK/REPAIR</b>	10.00
106294	12/01/2022	1 000338	MBM CORPORATION	ADM/HAHN/SHREDDER	1,475.00
106295	12/01/2022	1 004050	MORRIS MECHAN. CONTRACTING INC.	OPER/KLAPKO/REPIPE STEAM TRAP AT OHS	750.00
106296	12/01/2022	1 005928	MURRAY, ANDREW	ATH/SMITH/MILEAGE TO STATE SWIM MEET &	238.00
106297	12/01/2022	1 004121	NAPA AUTO PARTS	OPER/KLAPKO/ANTI-FREEZE & FILTERS	67.61
106298	12/01/2022	1 002649	OWOSSO BAND BOOSTERS	OMS/TOLRUD/REIM FESTIVAL REGISTRATION	260.00
106299	12/01/2022	1 004590	OWOSSO PUB. SCH. ATHLETIC FUND	ATH/SMITH/OFFICIALS	5,000.00
106300	12/01/2022	1 100030	OWOSSO PUBLIC SCHOOLS	OHS/PARSONS/SUPPLIES FOR P/T CONFERE	253.43
106301	12/01/2022	1 003515	PALOS SPORT 2007	EM/CRANDELL/SOCCER BALLS	189.00
106302	12/01/2022	1 006653	<b>PFM FINANCIAL ADVISORS LLC.</b>	ADM/OMER/2022 BOND DISCLOSURE SERVIC.	1,000.00
106303	12/01/2022	1 007853	PIONEER VALLEY BOOKS	ADM/BROOKS/BOX SETS	342.10
106304	12/01/2022	1 004860	POSTMASTER	COMM/THOMPSON/POSTAGE FOR TODAYS T.	2,275.00
106305	12/01/2022	1 004860	POSTMASTER	ADM/THOMPSON/BULK MAIL PERMIT RENEW	275.00
106306	12/01/2022	1 100135	QUILL CORPORATION	EM/HANKINS/INK	91.70
106307	12/01/2022	1 005420	SCHOOL SPECIALTY LLC.	EM/NIDEFSKI/SUPPLIES	569.85
106308	12/01/2022	1 100017	SET-SEG	WORKERS COMP AUDITED PREMIUM STATE	6,048.00

<b>Check Register</b>	<b>Owosso Public Schools</b>
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Check #	Date Run	Vendor	Name	Invoice Description	Amount
106309	12/01/2022	1 005625	SHIAWASSEE RESD	ADM/BARBER/OPS PD OCT 2022	433.00
106310	12/01/2022	1 005625	SHIAWASSEE RESD	EDUSTAFF BILL 8/21-9/3/22	45,682.60
106311	12/01/2022	1 000286	SPENCE BROTHERS	EM/OMER/AIR QUALITY PROJ DRAW #6	737,057.10
106312	12/01/2022	1 001704	SUNBURST GARDENS INC.	OPER/KLAPKO/WINTERIZE IRRIGATION SYST.	1,143.00
106313	12/01/2022	1 002623	TASC-CLIENT INVOICES	JAN 2023 ADMIN FEE	318.37
106314	12/01/2022	1 006230	THRUN LAW FIRM, P.C.	ADM/BARBER/PROF SERVICES	4,247.50
106315	12/01/2022	1 002580	VERIZON NORTH	TECH/WATSON/JETPACKS FOR STUDENT	179.31
106316	12/01/2022	1 008974	VIC BOND SALES	OPER/KLAPKO/PLUMBING SUPPLIES	148.51
106317	12/01/2022	1 001193	WAVERLY HIGH SCHOOL	ATH/SMITH/WRESTLING ENTRY 12/10	200.00
106318	12/02/2022	1 006415	BEN GRAHAM GROUP	COMM/THOMPSON/GRAPHIC DESIGN - TODA.	2,493.75
106319	12/08/2022	1 008901	BASGALL, JAKE	TECH/NOV 22 MILEAGE	145.06
106320	12/08/2022	1 002568	BELDING HIGH SCHOOL	OHS/SMITH/WRESTLING ENTRY 12/17	200.00
106321	12/08/2022	1 007465	CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORMS	61.23
106322	12/08/2022	1 009019	DIGNAN, THOMAS	TECH/NOV 22 MILEAGE	160.49
106323	12/08/2022	1 009063	ESS MIDWEST INC	BB/ROWELL/STAFF PMT	11,088.05
106324	12/08/2022	1 000170	GROSS, KRISTEEN	COMM/THOMPSON/NOV & DEC DOG OBED CL	642.00
106325	12/08/2022	1 008359	KINECT ENERGY INC.	OPER/KLAPKO/DEC 22 ENERGY MGMT	315.00
106326	12/08/2022	1 000074	LEPLEY, CORY	OPER/MILEAGE	71.43
106327	12/08/2022	1 008914	REPUBLIC SERVICES # 237	<b>OPER/TRASH SRVCS DEC 2022</b>	2,565.96
106328	12/08/2022	1 005420	SCHOOL SPECIALTY LLC.	BRY/VOORHIES/GLUE	3,273.97
106329	12/08/2022	1 008301	STINSON, GUNNAR	TECH/NOV 22 MILEAGE	253.23
106330	12/08/2022	1 007788	WAKELAND OIL	OPER/KLAPKO/GAS	1,336.62
106331	12/08/2022	1 007985	WATSON, JOE	TECH/NOV 22 MILEAGE	291.21
				Total of All Checks	1,410,321.05

<b>Check Status</b>	Count	Amount
Open	73	879,823.06
Cleared	98	530,497.99
Void	0	0.00
Total	171	1,410,321.05

Check Summary

12

0.00

Less Voids Grand Total

1,410,321.05

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<b>Check Register</b>	<b>Dwosso Public Schools</b>	Date
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CwC.	Owoso Lubic actions				
Check #	Date Run	Vendor	Name	Invoice Description	Amount
008239	11/11/2022	1 007480	BANANA BROTHERS PRODUCE	FS/PRINCE/FOOD PURCHASE	3,739.25
008240	11/11/2022	1 004570	OWOSSO H.S. ORGANIZATION ACCT.	FS/PRINCE/SUPPLIES	130.00
008241	11/11/2022	1 003807	PRAIRIE FARMS DAIRY	FS/PRINCE/FOOD PURCHASE	4,621.53
008242	11/11/2022	1 004679	TOBEY, CHRISTINE	FS/TOBEY/MILEAGE	65.63
008243	11/11/2022	1 008854	VAN EERDEN FOOD SERVICE COMPANY	CREDIT - FOOD	12,699.06
008244	11/17/2022	1 007480	<b>BANANA BROTHERS PRODUCE</b>	FS/PRINCE/FOOD PURCHASE	2,564,50
008245	11/17/2022	1 003807	PRAIRIE FARMS DAIRY	FS/PRINCE/FOOD PURCHASE	4,145.38
008246	11/17/2022	1 008854	VAN EERDEN FOOD SERVICE COMPANY	FS/PRINCE/CLEANING PURCHASE	18,610.45
008247	11/17/2022	1 007788	WAKELAND OIL	FS/PRINCE/GAS	340.75
008248	11/22/2022	1 007480	BANANA BROTHERS PRODUCE	FS/PRINCE/FOOD PURCHASE	3,797.50
008249	11/22/2022	1 005058	FD HAYES ELECTRIC CO.	FS/PRINCE/REPAIRS	424.00
008250	11/22/2022	1 002390	GILBERT'S DO IT BEST HARDWARE	FS/PRINCE/SUPPLIES	259.16
008251	11/22/2022	1 003780	MESSA	DEC 2022 BILL/FS STAFF	1,896.97
008252	11/22/2022	1 003807	PRAIRIE FARMS DAIRY	FS/PRINCE/FOOD PURCHASE	3,845.77
008253	11/22/2022	1 100017	SET-SEG	DEC 2022 BILLING/FS STAFF	154.78
008254	11/22/2022	1 008854	VAN EERDEN FOOD SERVICE COMPANY	FS/PRINCE/FOOD & PAPER PURCHASE	24,803.68
008255	12/01/2022	1 007480	<b>BANANA BROTHERS PRODUCE</b>	FS/PRINCE/FOOD PURCHASE	1,985.00
008256	12/01/2022	1 004019	DESCON, INC.	FS/PRINCE/TAGS & FLIP FRAMES	1,140.00
008257	12/01/2022	1 005058	FD HAYES ELECTRIC CO.	FS/PRINCE/REPAIRS	384.00
008258	12/01/2022	1 000341	HARTMAN, JOY	FS/HARTMAN/MEAL & MILEAGE REIM	195.56
008259	12/01/2022	1 002671	PITT, JANICE	FS/MILEAGE	22.00
008260	12/08/2022	1 007480	<b>BANANA BROTHERS PRODUCE</b>	FS/PRINCE/FOOD PURCHASE	7,713.00
008261	12/08/2022	1 008258	<b>GREAT LAKES COCA-COLA DISTRIBUTI</b>	FS/PRINCE/FOOD PURCHASE	753.23
008262	12/08/2022	1 003807	PRAIRIE FARMS DAIRY	FS/PRINCE/FOOD PURCHASE	5,505.20
008263	12/08/2022	1 006782	ROBINSON, KAREN	FS/NOV 2022 MILEAGE	56.25
008264	12/08/2022	1 000046	RYAN'S REFRIGERATION LLC	FS/PRINCE/REPAIR	681.85
008265	12/08/2022	1 008854	VAN EERDEN FOOD SERVICE COMPANY	FS/PRINCE/FOOD & PAPER PURCHASE	17,854.97
008266	12/08/2022	1 007788	WAKELAND OIL	FS/PRINCE/GAS	317.81
				Total of All Checks	118,707.28
				Less Voids	0.00

13

118,707.28

**Grand Total** 

<b>Check Register</b>	Oursess Dublis Cabaala
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Amount

	Invoice Description	
	Name	
	Vendor	
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OWOSS	Check #	

Check Summary

<b>Check Status</b>	Count	Amount
Open	28	118,707.28
Cleared	0	00.00
Void	0	0.00
Total	28	118,707.28

Che Che	Check Register	t <b>er</b> Tools		Bank Account SF_1, From 11/10/2022 to 12/08/2022		Page 1 of 1 Dec 8, 2022 10:57 AM
Check #	Date	Run	Vendor	Name	Invoice Description	Amount
60097	12/01/2022		1 001274	SPICER GROUP INC.	SF/OMER/PROF SRVS - AIR QUALITY PROJ TH.	7,193.75
					Total of All Checks	7,193.75
					Less Voids	0.00
					Grand Total	7,193.75
				Check Summary		
				Check Status Count Amo	Amount	

<b>Check Status</b>	Count	Amount
Open	~	7,193.75
Cleared	0	0.00
Void	0	00.0
Total	-	7,193.75

general

Owosso Public Schools

JOURNAL:

**DATE:** 11/11/2022

**TOTAL:** \$1,291.16

STATUS:OpenDESCRIPTION:GORDON FOOD PAYMENT 11112022

Account	Description	Debit	Credit
251-297-5610-000-000-0000-000	GORDON FOOD PAYMENT 11112022	150.43	0.00
251-297-5610-000-000-00000-201	GORDON FOOD PAYMENT 11112022	495.15	0.00
112-131-0025	GORDON FOOD PAYMENT 11112022	645.58	0.00
252-411-0011	GORDON FOOD PAYMENT 11112022	0.00	645.58
112-101-0100	GORDON FOOD PAYMENT 11112022	0.00	645.58

general

JOURNAL:

**DATE:** 11/17/2022

**TOTAL:** \$2,343.34

	9
STATUS:	Open
DESCRIPTION:	GORDON FOOD PAYMENT 11172022

Account	Description	Debit	Credit
251-297-5610-000-000-0000-000	GORDON FOOD PAYMENT 11172022	708.33	0.00
251-297-5641-000-000-0000-000	GORDON FOOD PAYMENT 11172022	380.76	0.00
251-297-5910-000-000-0000-201	GORDON FOOD PAYMENT 11172022	82.58	0.00
112-131-0025	GORDON FOOD PAYMENT 11172022	1,171.67	0.00
252-411-0011	GORDON FOOD PAYMENT 11172022	0.00	1,171.67
112-101-0100	GORDON FOOD PAYMENT 11172022	0.00	1,171.67

general

Owosso Public Schools

JOURNAL:

#### DATE: 11/22/2022

**TOTAL:** \$5,319.82

STATUS:	Open
DESCRIPTION:	GORDON FOOD PAYMENT 11222022

Account	Description	Debit	Credit
251-297-5610-000-000-0000-000	GORDON FOOD PAYMENT 11222022	379.63	0.00
251-297-5610-000-000-0000-000	GORDON FOOD PAYMENT 11222022	149.62	0.00
251-297-5990-000-000-00000-203	GORDON FOOD PAYMENT 11222022	653.47	0.00
251-297-5990-000-000-0000-203	GORDON FOOD PAYMENT 11222022	1,133.79	0.00
251-297-5641-000-000-0000-000	GORDON FOOD PAYMENT 11222022	343.40	0.00
112-131-0025	GORDON FOOD PAYMENT 11222022	2,659.91	0.00
252-411-0011	GORDON FOOD PAYMENT 11222022	0.00	2,659.91
112-101-0100	GORDON FOOD PAYMENT 11222022	0.00	2,659.91

Owosso Public Schools

JOURNAL:	general	DATE:	12/01/2022	TOTAL:	\$2,589.88
STATUS:	Open				
DESCRIPTION:	GORDON FOOD PAYMENT 1	2012022			

Account	Description	Debit	Credit
251-297-5610-000-000-0000-000	GORDON FOOD PAYMENT 12012022	530.04	0.00
251-297-5990-000-000-0000-203	GORDON FOOD PAYMENT 12012022	764.90	0.00
112-131-0025	GORDON FOOD PAYMENT 12012022	1,294.94	0.00
252-411-0011	GORDON FOOD PAYMENT 12012022	0.00	1,294.94
112-101-0100	GORDON FOOD PAYMENT 12012022	0.00	1,294.94

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Page 1 of 1

# ACCOUNT SUMMARY

# OWOSSO PUBLIC SCHOOLS • JULIE OMER • 645 ALGER ST - PO BOX 340 • OWOSSO, MI48867-4601

# \* Indicates required field

Advanced Search CH CRITERIA

> Select C Reporting Cycle:

From:\* 11/05/2022 Date Range: To:\* 11/30/2022

Posting Date Date Type:

>

Data available starting 11/30/2019

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# SEARCH RESULTS

BRIGHT BEGINNINGS OFFICE OWOSSO PUBLIC SCHOOLS OWOSSO MIDDLE SCHOOL OWOSSO HIGH SCHOOL 2 OWOSSO HIGH SCHOOL DISTRICT TRAVEL EMERSON ELEMENTARY OWOSSO SCHOOLS CENTRAL ELEMENTARY BRYANT ELEMENTARY BRIGHT BEGINNINGS CTE CULINARY ARTS OPERATIONS DEPT CENTRAL OFFICE TECHNOLOGY DEPT Account Name MIKE GRAHAM JOHN QUICK DAN CLARK

Account Number



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(13,075.33)

Transaction Amount Adjustment Amount Total Transaction Amount

1,566.17 1,885.99 3,164.84 768.47 1,132.98 339.03	Page	0.00 137.81 0.00 0.00 (76.98) 0.00	1,566.17 1,748.18 3,164.84 768.47 1,209.96 339.03
768.47		0.00	t D
1,885.99 3,164.84		137.81 0.00	8 4
1,566.17		0.00	5
5,617.65		0.00	5,617.65
638.37		0.00	638.37
432.84		0.00	432.84
973.75		0.00	973.75
771.35		0.00	771.35
30.58		0.00	30.58
23.67		0.00	23.67
(33,266.60)	(33	(33,266.60)	0.00
861.60		0.00	861.60
643.90		0.00	643.90
622.74		0.00	622.74
345.41		0.00	345.41
371.93		0.00	371.93

2.19102

# Financials

#### OWOSSO PUBLIC SCHOOLS BOARD OF EDUCATION December 14, 2022 Report 22-61

								State	ment o	f Deposits	As of	vestments 11/30/2022 Unaudited
	C	General		School		Building		tal Projects	De	bt Service		
		Fund	S	Service	-	& Site	80	ond Fund		Fund		Total
Summary of Deposits and Investments												
Cash on hand	\$	325,844	\$	25,353	\$	7,447	\$	959	\$	297,807	\$	657,410
Investments		5,171,080			\$	3,594,860		303,768		234,180	\$	9,303,888
Total Deposits and Investments	\$	5,496,924	\$	25,353	\$	3,602,307	\$	304,727	\$	531,987	\$	9,961,298
etail of Deposits and Investments												
Cash on hand	\$	325,844	\$	25,353	\$	7,447	\$	959	\$	297,807	\$	657,410
Cash on hand	\$	325,844	\$ 	25,353	\$	7,447 - 7,447	\$	959 - 959	\$	297,807	\$	657,410
Detail of Deposits and Investments Cash on hand Petty Cash on hand Total Cash on hand Chemical Bank Savings Account	_	· · · ·			-			<u> </u>	_			
Cash on hand Petty Cash on hand Total Cash on hand	\$	325,844	\$	25,353	\$	7,447		<u> </u>	_		\$	358,644
Cash on hand Petty Cash on hand Total Cash on hand Chemical Bank Savings Account	\$	325,844	\$	25,353	\$	7,447		959	_	297,807	\$	358,64

# OWOSSO PUBLIC SCHOOLS BOARD OF EDUCATION December 14, 2022 Report 22-61

								U	ombinec	Combined Statement of Revenue, Expenditures, and Fund Balance General, School Service, and Capital Project Funds As of 11/30/2022 Unaudited	ment of Revenue, Expenditures, and Fund Balance General, School Service, and Capital Project Funds As of 11/30/2022 Unaudited	s, and Fund Balance apital Project Funds As of 11/30/2022 Unaudited	Balance ct Funds //30/2022 Unaudited
			General Fund				School Service Fund	pu		Capital Projects Fu	Capital Projects Fund- Sinking Fund and Cook Family Foundation	Cook Family Found	lation
		ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/ Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/ Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/ Used
REVENUE Local sources State sources Federal sources Interdistrict sources-RESD		3, 784,084 28, 319, 548 4, 076, 348 769, 678	262,010 5,389,268 211,677 54,397	(3,522,074) (22,930,280) (3,884,671) (715,281)	7% 19% 7%	78,403 86,411 1,889,631	23,041 8,508 543,578	(55,362) (77,903) (1,146,053)	29% 10% 32%	1,179,887 45,577	13,626 * * *	(1,166,261) (45,577) -	۲% 2%
Interdistrict sources-transfers in and other sources Total revenue and other sources	69	- 36,949,658 \$	5,917,352 \$	(31,032,306)	16%	1,854,445	575,127	(1,279,318)	31%	1,225,464	13,626	(1,211,838)	1%
EXPENDITURES INSTRUCTION BASIC PROGRAMS: FIEINENTARY		8.074.199 \$	2.165.361	(5.908 838)	27%								
	•		945,652	(2,653,958)	59% 59%								
ALTERNATIVE EDUCATION BESCHOOL		4,474,000 402,775 167 567	1, 170,843 66,808 38 087	(335,987) (335,987) (129,480)	17%								
(MICHIGAN READ	- 2	319,488	80,729	(238,759)	25%								
TOTAL BASIC PROGRAMS	-	17,038,499 \$	4,473,485 \$	(12,565,013)	\$97								
ADDED NEEDS: SPECIAL EDUCATION	**	3,722,215 \$	1,084,099 \$	(2,638,116)	29%								
CHILDCARE PROGRAM TITLE I GRANT		308,909 854,053	120,909 \$ 192,816	(188,000) (661,237)	39%								
ESSER GRANTS (ESSER II, 23B FUNDS, HRA)		2,720,580	356,240	(2,364,340)	13%								
VOCATIONAL EDUCATION		737,321	117,000	(544.329)	26%								
AT RISK GRANT		1,334,630	314,973	(1,019,657)	24%								
ROBOTICS AND PBT		24,745	U.	(24,745)	%0								
EMERGENCY CONNECTIVITY GRANT ESSER III			1.340.413	- 1.340.413									
EARLY LITERACY GRANT/LITERACY COACH GRANT,		224 OEO	102.01	1004 1211	1000								
		800'177	2 760 067 ¢	(0(1/1/1/430)	1000								

22%

(171,438) (6,264,019) 1,340,413

49,621 3,769,952 \$

221,059 10,033,971 \$

TOTAL ADDED NEEDS

2% 30%

(183,098) (157,424) (340,522)

<del>69</del> 69

- \$ 3,468 \$ 3,468 \$ 8,246,905 \$

183,098 160,892 **\$** 343,990 **\$** 

TOTAL CONTINUING EDUCATION

CONTINUING EDUCATION: ADULT EDUCATION COMMUNITY EDUCATION

27,418,460 \$

TOTAL INSTRUCTION \$

(19,169,555)

28%

(289,233) (289,233)

114,189 \$ 114,189 \$

403,422 **\$** 403,422 **\$** 

TOTAL PUPIL SERVICES

SUPPORTING SERVICES PUPIL SERVICES: GUIDANCE SERVICES

13% 36% 30%

(227,973) (218,514) (118,458) (564,945)

35,043 \$ 124,560 50,136 209,739 \$

263,016 \$ 343,074 168,594 774,684 \$

TOTAL INSTRUCTIONAL STAFF \$

69

INSTRUCTIONAL STAFF: TITLE, J.PART ARUPAL EDUCATION GRANT/TITLE IV MPROVEMENT OF INSTRUCTION AND ASSESSMENTS MEDIA SERVICES

36% 34% 38%

(87,124) (260,140) (169,903) (517,167)

48,816 \$ 178,036 88,814 315,866 \$

135,940 \$ 438,176 258,717 832,833 \$

GENERAL ADMINISTRATION: BOARD OF EDUCATION EXECUTIVE ADMINISTRATION HUMAN RESOURCES TOTAL GENERAL ADMINISTRATION

DECEMBER 22 BOARD REPORTS, 11/30/2022

		General Fund				School Service Fund		, see	General, Sch Caoital Projects Fi	General, School Service, and Capital Project Funds As of 11/30/2022 Unaudited Cantal Protects Fund-Sinkine Fund and Cook Family Foundation	I Capital Proj As of a	Compined Statement of Nevenue, Expenditures, and Fund Balance General, School Service, and Capital Project Funds As of 11/30/202 Unaudited Canital Projects Fund-Sinking Fund and Cook Family Foundation
70	ORIGINAL BLIDGET	YTD Actual	Over (Under) Budget	Rec'd/ Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budaet	Rec'd/	ORIGINAL BUDGET	YTD Actual	Over (Under) Budaet	Rec'd/ Used
SCHOOL ADMINISTRATION: SCHOOL ADMINISTRATION TOTAL SCHOOL ADMINISTRATION	\$ 2,948,534 \$ \$ 2,948,534 \$		(1,794,959) (1,794,959)	39% 39%			0					
BUSINESS SERVICES: FISCAL SERVICES TECHNOLOGY MANAGEMENT TOTAL BUSINESS SERVICES	\$ 401,431 \$ 560,482 \$ 961,913 \$	167,872 \$ 191,734 \$ 359,607 \$	(233,559) (368,748) (602,306)	42% 34% 37%								
OPERATIONS AND MAINTENANCE: OPERATIONS AND MAINTENANCE TOTAL OPERATIONS AND MAINTENANCE	\$ 3,498,038 \$ \$ 3,498,038 \$	1,247,002 \$ 1,247,002 \$	(2,251,036) (2,251,036)	36% 38%								
PUPIL TRANSPORTATION SERVICES: PUPIL TRANSPORTATION SERVICES TOTAL PUPIL TRANSPORTATION	\$ 1,155,261 \$ \$ 1,155,261 \$	396,315 \$ 396,315 \$	(758,946) (758,946)	34% 34%								
OTHER SERVICES: COMMUNICATION SERVICES ATHLETICS PRINTING AND OTHER SUPPORT SERVICES TOTAL OTHER SERVICES	55,117 537,466 58,286 58,2869 \$	79.345 168.949 17,893 266,187 \$	24,228 (368,517) (38,393) (382,682)	144% 31% 32% 41%								
TOTAL SUPPORTING SERVICES	\$ 11,223,554 \$	4,062,279 \$	(7,161,275)	36%								
OUTGOING TRANSFERS/FUND MODIFICATIONS: OTHER TOTAL OUTGOING TRANSFERS/FUND MODIFICATIONS	45,000 \$ 45,000	1,077 \$	(43,923) (43,923)	2% 2%								
					\$ 1,858,696 \$	758,159 \$	(1,100,537)	) 41%	¢ 1,470,465 ¢	005 JED	6 1574 245	451 C102

TOTAL OUTGOING TRANSFERS/FUND MODIFICATIONS	\$ 45,000 \$	1,077 \$	(43,923)	2%									
FOOD SERVICE EXPENDITURES				49	1,858,896	\$ 758,159	\$ (1,100,537)	17) 41%	64	् 1.479.465 %	B05.250 \$	(574.215)	61%
TOTAL EXPENDITURES \$ 38,685,014 \$	\$ 38,685,014 \$	12,310,262 \$	(26,374,752)	32%	1,858,696	\$ 758,159	\$ (1,100,537)	11) 41%	-  +	1,479,465 \$	905,250 \$	(574,215)	61%
REVENUE OVER or (UNDER) EXPENDITURES	\$ (1,735,356) \$	(6,392,910) \$	(4,657,554)	69	(4,251	(4,251) \$ (183,032) \$	) \$ (178,781)	(1	69	(254,001) \$	(891,624) \$	(637,623)	
AUDITED FUND BALANCE, JULY 1, 2022	5,750,991	5,750,991		Ì	124,340	124,340	1		l	4,067,404	4,067,404		
PROJECTED FUND BALANCES - June 30, 2023	4,015,635				120,089					3,813,403			

,

# **Obsolete Materials, Operations**

#### OWOSSO PUBLIC SCHOOLS Board of Education Meeting December 14, 2022 Report 22-62

# FOR ACTION

Subject:

Declaration of Obsolete Material – 1999 GMC <sup>3</sup>/<sub>4</sub> ton pickup

#### Recommendation

Resolve that the Board of Education authorize the Owosso Public School's Maintenance department to dispose of a truck that can no longer meets the operational needs of the district

#### Facts/Statistics:

Pursuant to Board Policy #7300, "the Board shall direct the periodic review of all District property and authorize the disposition by sale, donation, trade, or discard of any property not required for school purposes". The vehicle no longer runs without costly repairs and given the age and mileage, it is not economically sound to continue to have the vehicle in the district. The information regarding the truck is as follows:

- 1999 GMC <sup>3</sup>/<sub>4</sub> ton pickup
- 187,947 miles
- VIN #1GCGK24U4XE237850

If authorized by the Board, the District will pursue use scrapping it or putting the truck up for sale utilizing a method that is suitable and brings the highest dollar. Proceeds from the sales of the bus will be returned to the general fund.

Motion Seconded Vote – Ayes Nays Motion

# **Approval of 2022 Superintendent Evaluation** (**At Place**)

# **Bentley Bright Beginnings Playground Renovation**

#### OWOSSO PUBLIC SCHOOLS Board of Education Meeting December 14, 2022 Report 22-64

# FOR ACTION

<u>Subject</u>: Bentley Playground Renovation project

#### Recommendation:

Resolve that the Board of Education authorize the renovation of the Bentley playground by GameTime out of Hollywood, MI in an amount not to exceed \$207,882.50 out of ARP Childcare Stabilization funds

#### Rationale:

The quote received from GameTime is through Omnia Partners which serves as a bidding partner through MSBO thus satisfying the State bid requirements. In addition, GameTime has provided a bid that adheres to the Davis-Bacon and prevailing acts as required when using federal funds for renovations.

#### Facts/Statistics:

The district has applied for and received three rounds of ARP Childcare Stabilization grants. The stipulation on these funds is that they be used specifically for the childcare program in the district with one of the allowable uses to be improvement of the facilities used by the program inclusive of playground renovation. The need to move this item directly "For Action" is based on the following:

- The ability to renovate the playground utilizing grant funds is a unique one that is not likely to present itself again, particularly given that playground equipment is expensive and requires specialized installation.
- A design process was initiated to explore the cost and determine whether it could fit within the funds provided by the grant. The proposed playground was carefully designed to enhance the educational and physical development of students through structured and unstructured use of the playground. The design was also reviewed for safety and efficacy by SET/SEG (the district's insurance company) and the district's operations department. The result of the design and bidding process was just completed at the end of November and determined that it was "doable" within the confines of the grant funds and deemed feasible by all parties.
- The lead time for the ordering of such equipment is lengthy and the window of opportunity for installation is a short one thus requiring approval of the renovation to go before the Board directly as a "For Action" item in order to allow the project to occur before grant deadlines.
- There are stringent deadlines for utilization of these funds of which one that is upcoming on March 1, 2023 and then the final grant deadline being July 1, 2023 without any ability to carryover the funds. These deadlines make it necessary to think of ways to utilize the funds that will benefit the students for a long time to come while not leaving lasting operational legacy costs that burden the program.

Other funds from these grants have been utilized to replace the HVAC units at Bentley and relief of operational costs specifically related to the Bentley program as required and allowable.

District Goal Addressed: Facilities

Motion Seconded Vote – Ayes Nays Motion



Ship to Zip 48867

# Bentley Bright Beginnings Play Proposal - Option One - Poured in Place - Includes prevailing wage rates

Owosso Public Schools Attn: Amanda Rowell 1375 W North St Owosso, MI 48867 Phone: 989-725-5770 rowell@owosso.k12.mi.us

Quantity Part # Description **Unit Price** Amount 81701 \$5,049.00 \$5,049.00 1 GameTime - Upper Body Trainer F/S 1 RDU \$4,695.00 \$4,695.00 GameTime - Swings with Seats (1) 36056 -- Ada Xscape Swing (1) 36057 -- Ada Xscape Swing Add A Bay (4) 36071 -- Belt Seat Package RDU 1 GameTime - Threefold Structure \$68,538.00 \$68,538.00 (12) 26094 -- Triangular Shroud (1) 36000 -- Bubble Climbing Wall (1) 36003 -- Ladder Climbing Wall (1) 36004 -- Sail Climbing Wall (1) 36008 -- Rock Climbing Wall (1) 36010 -- Triton (1) 36011 -- Worm Hole Link (1) 36012 -- Web Walk Link (1) 36013 -- Rock Wall Link (1) 36014 -- Arched Chain Net Link (1) 36018 -- Wide End Balance Beam (3) 36020 -- Single Upright Support W/Step (2) 36023 -- 3 Way X-Pod Step (3) 36037 -- Triton Support Rung With Tab (1) 36047 -- 4' Xscape Zip Slide (2) 36082 -- Free Standing X-Pod Step INSTALL GT-Impax - Installation of XScape Structure, Swings, and Upper Body Trainer-1 \$36,795.00 \$36,795.00 Price does not include unloading or storage of equipment, site preparation or excavation, or site restoration. Price includes prevailing wage rates. 3290 EXCAVATION GT-Impax - Excavation with removal of spoils to a depth of 7.75" for new PIP surfacing and \$12,831.00 \$3.90 crushed stone subbase for an 8' CFH-Includes prevailing wage rates. GT-Impax - Concrete curbing to contain play area, ~254 Square Feet, -258 linear feet-1 CONCRETE \$10,750.00 \$10,750.00 Includes prevailing wage rates.




## Bentley Bright Beginnings Play Proposal - Option One - Poured in Place - Includes prevailing wage rates

Quantity	Part #	Description	Unit Price	Amount
3036	PIP	GT-Impax - Poured in Place Surfacing, 3.75" thick for an 8' CFH, 50% standard color / 50% Black- Price includes supply and installation of 4" crushed stone subbase. Does not include site security while the material cures. Price includes prevailing wage rates.	\$27.50	\$83,490.00
Contract:	OMNIA	#2017001134	Sub Total	\$222,148.00
			Discount	(\$17,601.65)
			Freight	\$3,336.15
			Total	\$207,882.50

#### Comments

Equipment will be shipped to the installer's location for offloading and storage until the time in which we can install the playground and safety surfacing. The installer will transport the playground materials to the site when install commences. There is no additional cost for these services. **Remit Payment to:** 

GameTime P.O. Box 680121 Fort Payne, AL 35968

#### Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

#### Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships Standard orders with equipment, installation and surfacing are requested to be split billed.

Equipment, Taxes & Freight as noted above

Installation and Surfacing billed as completed and Due Upon Receipt.

#### Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require: Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 4 5% new reaction finance above will be impreed an all pacts

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.





# Bentley Bright Beginnings Play Proposal - Option One - Poured in Place - Includes prevailing wage rates

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 12-18 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

**NOTE:** PRICING **DOES** INCLUDE DAVIS BACON OR PREVAILING WAGE RATES. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.





## Bentley Bright Beginnings Play Proposal - Option One - Poured in Place - Includes prevailing wage rates

Acceptance of quotation:

Accepted By (printed):	P.O. No:		
	Please make P.O.s out to GameTime C/O Sinclair Recreation		
Signature:			
Title:	Date:		
Facsimile:	Phone:		
Email:			
REQUIRED ORDER INFORMATION:			
Bill To:	Ship To:		
Contact:	Contact:		
Address:	Address:		
Address:	Address:		
City, State, Zip:	City, State, Zip:		
Tel:	Tel:		
(For Accounts Payable)	(To call before delivery)		
Email:	Email:		
COLOR SELECTIONS:			
SALES TAX EXEMPTION CERTIFICATE #:	(PLEASE PROVIDE A COPY OF CERTIFICA		

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.



# **Technical Building Automation Contract (At Place)**

# **For Future Action**

# **Sinking Fund Project Administration**

#### OWOSSO PUBLIC SCHOOLS Board of Education Meeting December 14, 2022 Report 22-66

#### FOR FUTURE ACTION

#### Subject:

Sinking Fund Project Administration

#### Recommendation:

Resolve that the Board of Education approve the contract with Spicer Group, as presented, for retention of their services for the Sinking Fund Project Administration.

#### Rationale:

The District has been satisfied with the service provided by Spicer for assisting with the administration and architectural services for the sinking fund over the years

#### Facts/Statistics:

The District anticipates the projects that will be asked to be administered by Spicer entail gym improvements, bleachers, and site drainage improvements at each building:

- The projects that would fall under the auspices of the project manager are multi-trade projects that require a complex knowledge of the trades involved.
- These projects are time consuming in nature to manage, which would draw District personnel away from other important operational areas.
- The bidding process requires a full knowledge of the players involved including the integrity of the bidders. A project manager would be held accountable for this process as well as the outcome thereby minimizing the risk to the District associated with these projects and the related contracted service.
- Communication is key in carrying out these projects. A project manager will be responsible for communicating to District personnel regarding the progress on these projects as well as meeting budgetary guidelines.
- The purpose of the contract administration will be to monitor progress during the course of construction activities to ensure systems are in compliance with the construction documents. This will provide protection for the District that the projects involved are being done correctly and that the District is acting as a good steward of the taxpayers funds.

District Goal Addressed: Facilities

Motion Seconded Vote – Ayes Nays

Motion



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December 5, 2022

Dr. Andrea Tuttle, Superintendent Owosso Public Schools 645 Alger Street Owosso, Michigan 48867

RE: 2023 Sinking Fund Owosso Public Schools, Owosso, Michigan

Dr. Tuttle:

This document contains Spicer Group's proposal to you to act as the Owner's Representative and provide Professional Design Services for the Owosso Public School's Facilities Improvement Sinking Fund.

#### BACKGROUND:

The voters of Owosso Public Schools have entrusted a millage-financed sinking fund in the Board of Education to provide miscellaneous capital improvements at facilities owned by the Owosso Public Schools. Improvements are needed to provide the staff and students with a safe, secure, and positive physical environment conducive to learning. To attain the most value from these improvements, professional administration of the sinking fund is warranted. Spicer Group has been involved in the 2002 through 2022 sinking fund improvements and we believe this relationship to be of great benefit to both parties. We feel that it is imperative to start the design and permitting of the 2023 improvements as soon as possible to allow the work to be completed over the summer, if the lead time of ordered materials will allow it.

#### **SCOPE OF PROFESSIONAL SERVICES:**

Spicer's proposed services follow. They are phased as annual segments to reflect the orderly and reasonable progress of the project and, unless directed by you, we will only proceed from one year to the next with your concurrence and approval. This proposal will remain valid for sixty days. In the following narrative, "you" or "your" means Owosso Public Schools and "we" or "our" means Spicer Group, Inc.

#### 1.01 SINKING FUND ADMINISTRATION

- 1.01.1 Meet with you to walk through the facilities. Based upon input from you, we shall coordinate, plan, develop, and detail the master schedule of identified improvements, including confirmation that the projects or portions of a project qualifies for payment out of the sinking fund per State of Michigan guidelines. This schedule, including appropriate cost estimates, will be revised from time-to-time on a semi-annual basis and will be reflective of the perspectives of the school district at large, the subject facility, construction "window" time periods, and budget. We will help you identify projects that will be done in house by the Operations Staff.
- 1.01.2 Update you periodically on the status and progress of each activity related to the sinking fund. This may include verbal reports at your meetings, memos, or information you may want to use for public or press release purposes. The frequency of these updates will be determined by you.
- 1.01.3 Advise and recommend to you any alternatives that may be more cost-efficient, that will achieve the same purpose, and that will add value to the project(s).

#### 2.01 PROCUREMENT SERVICES

- 2.01.1 Upon your approval for construction, assist you in the bidding process for construction services. This will include advertising for bids in appropriate publications, hosting any necessary pre-bid meetings and walk through, coordinating any necessary addenda and assisting you when bids are opened. We will evaluate the low bids with emphasis on the bidder's ability to satisfactorily complete the project within the specified time and the bidder's ability to adequately staff, insure, bond, equip, and finance its efforts. In concert with the architect of record, if applicable, we will prepare letters of recommendation for you regarding approval of the award of the construction contract.
- 2.01.2 It is NOT the intent of the Procurement Services scope to develop and implement more than one (1) set of bidding and or procurement documents to support the 2023 Sinking Fund.

#### 3.01 PROJECT ADMINISTRATION

- 3.01.1 During each design or construction phase, we will provide general administrative oversight to assure adherence to the contract's scope, budget, and schedule. This will include attendance at necessary pre-design, and post-bid conferences meetings and project team progress meetings at a frequency determined by you.
- 3.01.2 Provide general construction observation oversite, review and recommend any changes to the work; review and recommend approval of progress payments and change orders and provide periodic reports on the financial status of the project budget.
- 3.01.3 Inform and update you as to the progress of the particular project with memos and attendance at your meetings. This will include a weekly project meeting with you during the construction season.

#### 4.01 FIELD SERVICES

4.01.1 As needed, if needed, and as approved by you and upon our recommendation we will provide specialized on site construction inspection and material testing services during certain identified segments of the construction project to assure a value and quality construction product and conformance to the approved bidding documents.

#### 5.01 PROFESSIONAL DESIGN SERVICES

- 5.01.1 During the design phase of the project we will meet with School district personnel for input prior to beginning the design.
- 5.01.2 Provide field investigation to verify existing conditions in as much as feasible.
- 5.01.3 **District Interior Building Replacements/Renovations:** Prepare plans and specifications for permitting and construction for interior building renovation / replacements:
  - Bentley School: Gym Improvements/Bleachers.
  - Bryant School: Gym Improvements/Bleachers and Exterior Door Replacements.
  - Central School: Gym Improvements/Bleachers.
  - Emerson School: Gym Improvements/Bleachers.
  - Washington School: Gym Improvements/Bleachers and Exterior Door Replacements.
  - High School: Gym Lighting & Exterior Door Replacements.

- 5.01.4 **District Site Improvements:** Prepare plans and specifications for permitting and construction for site improvements:
  - Bryant School: Site Drainage Improvements.
  - Central School: Site Drainage Improvements.
  - Emerson School Drainage Improvements.
  - Washington School Drainage Improvements.
  - High School Site Drainage Improvements and Tennis Courts Resurfacing Improvements.
  - Willman Field: Fencing Replacement.

#### 5.01.5 District Bell, Clock, and Public Address (PA) System Replacement:

**NOTE:** Sinking Fund cannot be applied --- alternate funding source required: Prepare plans and specifications for permitting and construction for Bell, Clock, and PA System Replacements:

- Bryant School: Bell, Clock, and PA Replacement.
- Central School: Bell, Clock, and PA Replacement.
- Emerson School: Bell and PA Replacement.
- Washington School: Bell and PA Replacement.
- 5.01.6 Meet with School District personnel to review project documents and incorporate input from review.
- 5.01.7 Submit bidding documents to the State of Michigan for project approval, if required.
- 5.01.8 Review shop drawings submitted by the contractor.
- 5.01.9 At the end of construction provide the School District with record documents of the completed work.
- 5.01.10 Design Professionals responsible for the design will be involved with the construction process as needed to address design related issues.

#### SERVICES NOT INCLUDED:

We will not be providing any construction services. <u>Testing of asbestos and lead paint will be required for</u> <u>gymnasium renovations</u>. Professional Environmental Services will need to be obtained once the exact scope of potential abatement is understood.

#### ADDITIONAL SERVICES:

Additional services related to this project will be furnished by us after you review the scope and authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

#### FEE SCHEDULE:

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, any additional authorized services, and any reimbursable expenses. For each annual segment, our total proposed fee will be an amount equal to the schedule as follows:

- A. Administration NOT USED
- B. Procurement hourly rates not to exceed \$7,500.00
- C. Field Services– hourly rates not to exceed \$42,000.00.
- Professional Design Services 6.9% of the construction costs (estimated at \$1,560,000) \$107,500 to be billed at our standard hourly rates.

E. Our total estimate fee for basic services for 2023 Sinking Fund - \$157,000

Upon each annual amendment of this Agreement for subsequent segments, the fee will be negotiated and proposed in a similar fashion reflective of the services you request.

As the fee is hourly, not to exceed, our invoice will be based upon our actual effort and our standard hourly rates.

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

In addition, attached to this letter is a copy of our general conditions for our services which are part of this agreement. Any changes to this agreement must be agreed to by both of us.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us. Upon receipt, we will start our services promptly.

We deeply appreciate your confidence in Spicer Group. We look forward to working with you and for you on this exciting endeavor.

Sincerely,

hwa

Darrick W. Huff, P.E. Project Manager

tU0So

Aaron S. Wosek Architectural Engineering Project Manager 231-645-5992 <u>Aaron.wosek@spicergroup.com</u>

Above proposal accepted and approved by Owner.

#### **OWOSSO PUBLIC SCHOOLS**

By:\_\_\_

Dr. Andrea Tuttle Superintendent

Date:

#### SPICER GROUP, INC 230 S. Washington Avenue Saginaw, MI 48607 Phone: (989) 754-4717

Cell: (734) 787-0339 mailto: darrickh@spicergroup.com

cc: SGI File 1133219SG2022 John Klapko, Owosso Public Schools Julie Omer, Owosso Public Schools KAJ/ACCTG

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# **For Information**

**Personnel Update** 

#### OWOSSO PUBLIC SCHOOLS Board of Education December 14, 2022 Report 22-67

#### FOR INFORMATION

<u>Subject</u>: Personnel Update

#### **Accepted Positions**

Donna Collard has accepted the GSRP Paraprofessional position at Bentley Bright Beginnings.

Mandy Goldman has accepted the Student Facilitator position at Bryant Elementary.

Aubrey DeWitt has accepted the Office Secretary position at Bryant Elementary.

#### Resignations

Beth Burnett, Bus Driver has resigned effective November 14, 2022.

Joe Hickey, Grounds/Maintenance has submitted his letter of resignation.

John Quick, Skilled Trades HVAC has submitted his letter of resignation.

Katy Voorhies, Executive Secretary at Bryant Elementary has submitted her letter of resignation effective March 31, 2023.

Curran Jacobs, Physical Education Teacher at Owosso Middle School has submitted his resignation effective November 30, 2022.



NOTICE OF OWOSSO BOARD OF EDUCATION MEETING

The Board of Education of Owosso Public Schools, Shiawassee County, Michigan, will be holding a regularly scheduled meeting. The meeting will be held on Wednesday December 14, 2022 at 5:30p.m. at the Washington Campus Gym, 645 Alger St.

Date of Meeting:

Hour of Meeting:

Place of Meeting:

Purpose of Meetings:

Wednesday, December 14, 2022

5:30p.m.

Washington Campus Gym 645 Alger Street Owosso, MI 48867

**Regular Meeting** 

Telephone Number of Principal Office of Board of Education:

(989) 723-8131

Board Minutes are Located at the Principal Office of the Board of Education:

645 Alger Street Owosso, Michigan 48867

Dr. Andrea Tuttle, Superintendent OWOSSO PUBLIC SCHOOLS

#### OWOSSO PUBLIC SCHOOLS Board of Education Meeting December 14, 2022 Report 22-65 (At Place)

#### FOR ACTION

Subject:

Technical Building Automation

#### Recommendation:

Resolve that the Board of Education authorize the Superintendent to sign the contract with Technical Building Automation, Inc. (TBA), for yearly maintenance and preventative maintenance for the boiler and HVAC system at a cost of \$5,500 for annual boiler maintenance and CSD-1 and \$29,400 for annual controls service and periodic preventative maintenance services.

#### Rationale:

Routine maintenance is critical to ensure the boiler and HVAC systems remains reliable, safe, efficient and service provided on a timely basis to correct any issues to prevent disruption to the educational environment.

#### Facts/Statistics:

Technical Building Automation is a company formed in 2022 by an individual that previously worked for a company that was contracted out to do extensive work on the boilers and HVAC system for the Owosso Public Schools. This individual was one of the primary contacts for performing the work and the work was found to be satisfactory and reliable. The proposal from TBA provides for one-year controls service contract and preventative maintenance (PM) ensuring proper operation of the HVAC system. Included are the following:

- Annual boiler maintenance for all boilers in the district at a cost of \$5,500.00
- 20 hours of remote and onsite service and 20 hours of onsite preventative maintenance per elementary school.
- 40 hours of remote and onsite service and 40 hours of onsite preventative maintenance for the high school
- Discounted rate from \$110.00 to \$105.00 hourly rate
- Hours can be moved around to meet school's needs.
- Winter break site visit and summer break visit to perform system checkout ensuring equipment is functioning correctly
- Monthly updates on service calls and steps taken to fix the issue.

#### District Goal Addressed:

Facilities

Motion Seconded Vote – Ayes Nays Motion

#### SERVICE CONTRACT

Description of Property:	High School PAC Center Emerson Elementary Bentley Elementary S Bryant Elementary S Central Elementary S Washington Element (hereinafter "Prope	School chool School ary School					
Owner(s):	Owosso Public Sch (hereinafter "Owner						
Contractor:	Technical Buildir Automation 57 Courtland, #6 Rockford, MI 493 (hereinafter "Cont	58 541					
Contractor's F	Contractor's Federal Tax ID Number:						
Services:	See Schedule "A", Descr Controls Preventative Ma Bi-Annual Installments \$ Or	aintenance –					
	Annual Installment \$29,40	00.00					
	See Schedule "B", Descri Boiler Maintenance and C Annual installment \$5,500	SD-1					
Term of Contr	act: December 19, 2022 - De	cember 31, 2023					
The Manager,	it becomes payal	vill promptly pay Contractor the above contract price as and when ble hereunder, conditioned upon approval of work by all inspecting submission by Contractor to Manager of a complete Invoice					
Invoice Packa	Invoice Package:						
•	<ul> <li>Copy of Manager Purchase Order (if applicable) or this service contract</li> </ul>						
This Contract	datedis	s between the undersigned parties.					
Contractor:		Owner:					
Technical Bui	Iding Automation	Owosso Public Schools					
By:		By:					
Name:		——— Name:					
Title:		Title:					

#### SERVICE CONTRACT TERMS

1, <u>SERVICES</u> - Contractor agrees to perform for the term specified the Services listed on Schedule A attached hereto and made a part hereof, and any additional services which may be reasonably requested by Manager from time to time during the term. All operational logs and records relating to the Services prepared and/or maintained by Contractor or in the custody of Contractor shall not be destroyed without the prior written consent of Manager. Contractor agrees to furnish at its expense all labor, supplies, uniforms, equipment and materials necessary to properly perform the services. Contractor shall permit and facilitate inspection of the Services by Owner and its representatives and public authorities at all times. Failure of Owner during the term of this Agreement to discover or reject unacceptable Services, or Services not performed in accordance with this Agreement, shall not be deemed an acceptance thereof nor a waiver of Owners right to the proper execution of the Services or any part thereof by Contractor. Contractor is responsible for implementing all safety procedures as may be required by OSHA as well as other governing authorities with jurisdiction over said project to prevent injury to workers and bystanders alike.

2. <u>PERMITS, LICENSES</u> - If any government permit, license or authorization shall be required or necessary for the proper and lawful performance of the Services hereunder or if the failure to secure such license, permit or authorization would, in any way, affect the Property, Owner(s), then Contractor, at Contractor's expense, shall duly procure and thereafter maintain such license, permit or authorization and submit the same to Owner for inspection, if requested. Contractor, at Contractor's expense, shall at all times, comply with the terms and conditions of each such license, permit and authorization and shall notify Manager immediately should any such license, permit or authorization no longer be in effect or in good standing.

3. <u>WAIVER OF TRIAL BY JURY</u> - The parties hereto shall and they hereby do waive, where permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other in any matters whatsoever arising out of, or in any way connected with this Agreement.

4, <u>NON-WAIVER PROVISIONS</u> The failure of Owner to insist in any one or more instances upon the strict performance of any of the covenant, term, provision, conditions of this Agreement or to exercise any election herein contained shall not be constructed as a waiver or a relinquishment for the future of such covenant, term, provision, condition or election, but the same shall continue and remain and be in full force and effect. No waiver by Manager of any covenant, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by Owner.

5. <u>LABOR HARMONY</u> - Contractor agrees that it will not at any time prior to or during the term of this Agreement, either directly or indirectly, use any subcontractors and/or labor and/or materials which would or will create any difficulty with other contractors and/or subcontractors and/or labor engaged by Contractor, Owner or others in the construction, repair, improvement, maintenance and/or operation of the Property or any part thereof. Contractor agrees to notify Owner promptly of any events Contractor believes may result in a work stoppage, slowdown, labor dispute, strike or other labor related disruption. Contractor agrees to work in harmony with all contractors and laborers employed by Manager or others in connection with the Property.

6. <u>WORKING HOURS</u> - All services under this Contract will be performed during the normal working hours of normal working days unless specifically outlined as a special provision and in compliance with all noise limitations and any Federal, State, or Municipal law, rule, regulation and ordinance. All work shall be performed so as to minimize any interruption of the business of Owner.

7. <u>ACCESS</u> - The Owner will provide scheduled access to the equipment.

8. <u>CONTRACTOR CLEAN UP</u> - Contractor is responsible for the cleanliness of the work area at all times work is performed and for the final clean up at the end of each day and upon completion of the work. The Contractor can utilize the building waste receptacle except for major construction materials, hazardous material and/or related items.

9. <u>HAZARDOUS WASTE</u> - Any hazardous waste must be disposed in accordance with Municipal, State and Federal laws, rules, ordinances and regulations by licensed personnel. Contractor shall follow and comply with Owners and/or regulatory requirements for work performed which involves any Asbestos Containing Materials (ACM).

10. <u>MATERIAL SAFETY DATA SHEETS (MSDS)</u> - If any regulated materials are required to be left on site, Contractor must forward to Owner in a timely manner, the appropriate MSDS sheets (OSHA Form 174 or its replacement).

11. <u>EXCAVATION</u> - At all times, Contractor will be deemed responsible for informing the Owner in writing of any and all scheduled excavation to be done on site. All excavation shall be done by hand unless specifically authorized in writing by the Owner.

12. <u>INTERFERENCE WITH</u> <u>BUILDING SYSTEMS</u> - Under no circumstances shall contractor interfere with the electrical, HVAC or any other operating or control systems in any building without express written permission of the Owner, outside of Schedules A & B.

13. <u>EQUIPMENT INDEMNIFICATION</u> - In the event contractor, or any of its agents, employees or contractors, suffer any injury or damage as a result of the use of any Owners tools or equipment, contractor shall hold Owner harmless and shall indemnify Owner against all losses.

14. <u>ASSIGNMENT BY CONTRACTOR</u> - Contractor shall not assign this Agreement nor any interest therein without the prior written consent of Owner, which consent may be withheld at Owner's sole and absolute discretion. The transfer of a majority interest of the voting stock or general partnership interests in Contractor shall be deemed an assignment of this Agreement by Contractor. Any attempted assignment of this agreement or any interest therein without the prior written consent of Owner shall be null and void.

15. <u>SUBCONTRACTING</u> - Contractor may only sub-contract with the prior written consent of Owner, which consent may be withheld at Owner's sole and absolute discretion. Every subcontract must provide that the same is subject to all of the covenants, terms, provisions and conditions of this Agreement and must provide that in the event of termination or cancellation of this Agreement for any reason whatsoever, prior to the expiration of such subcontract, the subcontract will automatically terminate on the same date this Agreement is terminated or cancelled.

16. <u>ADDITIONAL DEFINITIONS</u> - It is understood that wherever the terms "adequate" or "as required" or "as necessary" or "if necessary" are stated in this Agreement (including any Schedule attached hereto), these terms shall be construed to mean "as determined by Owner".

17. <u>DISCHARGE OF EMPLOYEES</u> - Contractor, promptly after demand by Owner, will discharge or transfer from the Property any employee of Contractor to whom Owner shall or may object for any reason in their sole discretion, provided, however, that if the effectuating of such discharge or transfer is limited by the contract between Contractor and the employee's union, Contractor agrees to use its best efforts within the limits of such union contract to effectuate such discharge or transfer as promptly as possible.

18. <u>LIEN WAIVER</u> - Contractor will promptly pay all Contractor's employees, workmen, laborers, subcontractors, suppliers and materialmen, and will deliver such lien waivers as reasonably required by Manager.

19. <u>MECHANIC'S LIENS</u> - Contractor agrees that if any mechanic's lien is filed against the Property for work done, services claimed to have been rendered or materials claimed to have been furnished in connection with or pursuant to any of the provisions of this Agreement, then Contractor shall cause such mechanic's lien to be discharged within ten (10) days after filing, at Contractor's expense, by: I) filing the bond required by law; ii) providing Manager with a copy of the court order discharging such lien. Contractor will defend, indemnify and hold Owner harmless against any and all damages, liabilities, costs and expenses (including attorney's fees) suffered or incurred by Owner

as a result of Contractor's failure to comply with this provision. Upon Contractor's failure to comply herewith, the lien may be bonded or discharged by Owner at Contractor's sole expense. Contractor's liability under this paragraph shall survive the expiration or termination of this Agreement, but this shall not be constructed to mean that Contractor's liability does not survive as to other provisions of this Agreement.

20. <u>NON-INTERFERENCE</u> - Contractor shall perform the Services so as not to unreasonably interfere with Owner's operation of the Property or the business operations of any tenant or other occupant of the Property.

21. CONTRACTOR RESPONSIBILITY - Contractor shall be responsible to Owner for the acts and omissions of Contractor's suppliers, agents, employees and subcontractors. All contracts entered into by Contractor with any subcontractor shall require the subcontractors to be responsible for the acts and omissions of their agents and employees and compliance with the provisions of this Agreement to the extent applicable to the subcontractor's portion of the Services. Personnel supplied by Contractor or any subcontractor will be deemed employees of Contractor or the subcontractor, as the case may be, and will not for any purpose of considered employees or agents of Owner. Contractor assumes full responsibility for the actions of such personnel while performing Services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control payment of salary or equivalent (including, withholding of income taxes, stock options, contributions to pension or similar retirement programs, overtime pay, education programs, awards, special recognition events and social security contributions), worker's compensation, disability benefits, social security taxes, unemployment insurance and the like. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability or national origin. Contractor warrants that it is and throughout the term of this Agreement will continue to be in full compliance with all Equal Employment Opportunity (E.E.O.) provisions as required by law, regulation or executive order, specifically including but not limited to, the provisions of executive order 11246 of September 24, 1965 as amended. If applicable, Contractor also agrees to execute and to keep in full force and effect throughout the term of this Agreement a Compliance Undertaking Standard form 100 (Equal Employment Opportunity Employer Information Report E.E.O.01).

22. <u>COMPLIANCE WITH LAWS AND POLICIES</u> - Contractor shall at all times comply with all applicable federal, state and local laws, codes, ordinances, rules and legal requirements affecting the Services, as well as Manager's directives, guidelines, procedures, rules, regulations and the like which are furnished to Contractor. This Agreement shall be construed, and the legal relationships between the parties shall be determined, in accordance with the laws of the state in which the Property is located. No rights or remedies available to either party under this Agreement or by operation of law are waived or modified unless expressly waived or modified by that party in writing.

23. <u>TRADEMARK AND PUBLICITY</u> - Contractor shall have no right to use either Owners trademark or trade name, the Property or any image thereof or to refer to this Agreement or the Services performed hereunder directly or indirectly in connection with any product, promotion, advertisement or publication, or the like, without Owner's prior written approval, as appropriate, which approval may be withheld for any reason or for no reason.

24. <u>ETHICAL STANDARDS</u> - Contractor agrees that it will not make or confer, or offer to make or confer, any payment to or benefit upon any third party (including, without limitation, any government agency or instrumentality thereof) with the intent to influence the conduct of such third person regarding this Agreement or the business affairs of any of the parties to this Agreement or of the third party. Violation of this provision by Contractor, shall constitute a default under this Agreement by Contractor.

25. <u>PREVAILING PARTY</u> - In any action or proceeding commenced by any party against the other party in connection with this Agreement, the losing party shall reimburse the prevailing party for the reasonable attorneys' fees and disbursements incurred by the prevailing party in prosecuting or defending said action or proceeding.

26. <u>DEFINITION OF AGENT AND OWNER(S)</u> - For purposes of this Agreement, any reference to Owner, except for defining the contracting parties, shall be deemed to include any shareholder, officer, director, principal, partner, beneficiary, subsidiary or Affiliate (hereinafter defined) of any of the foregoing, and their respective heirs, successors and assigns. The term "Affiliate" shall mean, with respect to a specified person, firm or corporation, a person, firm or corporation that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person, firm or corporation specified. For purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the Owner(s)ship of voting securities, by contract or otherwise.

27. <u>LIMITATION ON LIABILITY</u> - No general or limited partner in or of Owner, whether direct or indirect, or any direct or indirect partners in such partners or any disclosed or undisclosed officers, shareholders, principals, directors, employees, members, partners, servants or agents of Owner(s) or Manager shall be personally liable for the performance of Owner(s)'s or Manager's obligations under this Agreement. The liability of Owner (including any assignee or successor of Owner shall be limited to Owner's interest in the Property.

28. <u>TERMINATION</u> - (a) Owner shall each have the right, in their sole and absolute discretion and without payment of any penalty, to terminate this Agreement in whole or in part at any time during the term hereof upon Ninety (90) days prior written notice to Contractor. (b) If Contractor shall default in the performance of any of its obligations under this Agreement, then, Owner shall each have the right, without payment of any penalty, to terminate this Agreement in whole or in part immediately upon written notice to Contractor. (c) If a receiver, liquidator or trustee for Contractor shall be appointed by court order; or a petition shall be filed against Contractor under any bankruptcy, reorganization or insolvency law; or Contractor shall file a petition in voluntary bankruptcy or shall request reorganization under any provision of voluntary bankruptcy, reorganization or insolvency laws; or if Contractor shall make an assignment for the benefit or creditors, then this entire Agreement shall immediately terminate upon the happening of such event.

29. <u>INDEMNIFICATION</u> - Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless Owner(s) and their respective subsidiaries, affiliates, shareholders, directors, officers, partners and employees and Manager from and against any and all liability, claims and demands on account of damage to any property or injury to persons including death resulting there from, losses, damages, expenses (including attorney's fees and investigation costs), payments, recoveries and judgments in connection therewith arising out of or caused in any manner by the acts or omissions of Contractor, its employees, agents or subcontractors or the performance or failure to perform any Services under this Agreement or the breach of any representation or warranty, or any provision or obligation, set forth herein by Contractor, or Contractor's employees or agents or subcontractors. Contractor shall, at its own expense, defend any and all actions brought against Owner based upon any of the foregoing and shall pay all attorneys' fees and all other expenses, and promptly discharge any judgments settlements or compromises arising there from. Contractor's liability under this paragraph shall

survive the expiration or termination of this Agreement, but this shall not be construed to mean that Contractor's liability does not survive as to other provisions of this Agreement.

30. <u>COMPENSATION</u> - In consideration for all of the Services to be rendered by Contractor hereunder, Owner agrees to pay to Contractor, subject to the provisions of this Agreement, the compensation set forth on the cover page hereof or any Schedule referred to thereon.

31. SERVICES GUARANTEE - Contractor agrees to perform all Services in a good, timely and worker like manner acceptable to Owner. Contractor unconditionally guarantees all materials, equipment and labor provided under this Agreement for <u>N/A</u> after date of final payment to Contractor hereunder or the date of final acceptance of the Services, whichever date is later and shall repair or replace within said period, at its sole cost and expense, any labor, materials or equipment provided or furnished under this Agreement that is damaged, defective or not satisfactory. Contractor shall make or commence to make, within three (3) days of its receipt of written notice from Owner during the guaranty period, any and all repairs or replacements, without cost and to the satisfaction of Owner. If Owner determines that an emergency exists which requires more immediate action than Contractor is able to provide, Owner may, without sending any notice to Contractor, perform or cause to be performed such repairs or replacements that Contractor is required to make pursuant to this provision, in which event Contractor shall compensate Owner(s) for the cost thereof not later than ten (10) business days after receipt of written demand therefore. Any repairs or replacements that Contractor is required to make pursuant to this provision shall be prosecuted to completion by Contractor even if such repairs or replacements may not be completed until after the expiration of the guaranty period. The obligations of Contractor to make repairs or replacements under this provision shall not be satisfied, unless the Owner(s) so elects, by the payment of money to the Owner(s). If Owner determines in their sole and absolute discretion that any labor furnished or materials or equipment installed under this Agreement are inherently defective, thus being incapable of repair, then Contractor shall, upon notification by Owner of such a determination, provide a replacement for said labor, materials or equipment. In the event that Contractor fails to comply with this provision, the Owner may, in addition to exercising all other legal and equitable remedies it may have, (1) deduct from any payment due or thereafter to become due to Contractor under this Agreement, the amount of damage, cost or expense caused by said failure by the Contractor, and (2) perform or cause to be performed any needed repairs and replacements, in which event Contractor shall compensate the for the cost thereof. The foregoing Guarantee is in addition and supplementary to any other guarantee which may be provided by Contractor. Warranties and guarantees issued by manufacturers of materials or equipment furnished by Contractor under this Agreement shall not in any way serve to limit the obligations of Contractor under this provision. Notwithstanding the foregoing sentence, any such warranties or guaranties shall inure to the benefit of Owner, their successors and assigns, and Contractor shall, to the extent possible, assign such warranties and guaranties to Owner.

32. <u>ACTS BEYOND REASONABLE CONTROL</u> No party shall be considered in default of any of its obligations under this Agreement to the extent that performance thereof is delayed or rendered impossible by acts of God, war, civil commotion, governmental action, fire, storm, flood, explosion, strikes, walkouts, or other industrial disturbances, or any other causes of any nature which is beyond its reasonable control.

33. <u>PATENT/COPYRIGHT</u> - Contractor shall indemnify, hold harmless and defend, at its sole cost and expense, Owner from any loss, damage, expense (including attorneys' fees and costs), payment, recovery and judgment arising out of any claim or threatened claim, alleging that any Services furnished hereunder infringe upon or violate a patent, copyright, trademark, trade secret or other proprietary right of any third party. Owner(s) and Manager, at its sole cost and expense, shall have the right to be represented in any such action or proceeding by independent counsel of Owner's own choice. Contractor's liability under this paragraph shall survive the expiration or termination of this Agreement, but this shall not be construed to mean that Contractor's liability does not survive as to other provisions of this Agreement.

34. <u>ENTIRE AGREEMENT</u> - This Agreement and any Schedules, proposals or management summaries attached hereto, shall constitute the entire understanding between the parties with respect to the subject matter hereof and all prior representations or agreements, whether written or oral, are merged herein. This Agreement shall not be varied by an oral agreement or representation or by anything

other than an instrument in writing of a subsequent date hereto, executed by both parties by their duly authorized representatives.

35. <u>DIVISIBILITY</u> - In the event any provision of this Agreement is held to be illegal or unlawful, then the same shall be struck here from and all other provisions shall remain valid and in full effect.

36. <u>ASSIGNMENT BY OWNER - Owner</u> shall have the right in their sole and absolute discretion to assign their rights and obligations under this Agreement to any other party. If the Property is at any time sold or otherwise conveyed to a new Owner(s), Contractor agrees that this Agreement shall be deemed automatically assigned to the new Owner(s) or the new representative of Owner(s) (as the facts may dictate) and Contractor agrees that it will be paid only from funds furnished by Owner(s) or the new Owner(s) for obligations then due or which thereafter become due to Contractor under the Agreement. Notwithstanding the foregoing, Owner may elect by giving prior written notice to Contractor, to terminate this Agreement in which event this Agreement shall, except as otherwise provided herein, be of no further force or effect.

37. <u>CONTROLLING PROVISIONS</u> - If there is any inconsistency between the terms of any of the paragraphs of this Agreement and the terms of any Schedule annexed hereto, the terms of this Agreement shall control.

38. <u>NO THIRD PARTIES BENEFITED</u> - Nothing contained in this Agreement, either expressed or implied, is intended or should be construed to confer upon or give any person or entity, other than Owner, or Contractor, or, subject to the terms of this Agreement, their successors and assigns, any rights or remedies under or by reason of this Agreement.

39. <u>NOTICES</u> - All notices and correspondence required to be given to Contractor hereunder shall be addressed as set forth on the cover page to the attention of the person indicated, if any. Any party may designate a different address for the service of notices by notice given in accordance with this Paragraph.

Any and all notices required or which either party herein may desire to give to the other shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by recognized overnight courier, such as Federal Express or Airborne Express, and shall be deemed to be given on the third business day following the date of posting in a United States Post Office or branch post office or one business day after delivery to the overnight courier, and shall be addressed as set forth above.

CONTRACTORS' AND SUBCONTRACTORS' INSURANCE Owner shall require that each 40. contractor and subcontractor hired to perform work at the Property maintain liability insurance against risk of bodily injury, personal injury, and damage to property of others, and direct damage insurance covering physical damage to personal property belonging or leased or rented to it with terms and in amounts sufficient to pay all incurred liabilities and claim expenses and to replace such personal property in the event of loss, at such contractor's and subcontractor's sole cost and expense. It is understood and agreed by Owner that, during periods and under circumstances of limited availability and/or competition in the insurance industry, (sometimes known as a "hard insurance market") some of the desirable terms will not be available to otherwise acceptable vendors and contractors. It is Owner's practice to require these terms within the contracts, subcontracts, work orders and purchase orders, and not to alter the terms of such documents, but to grant de facto waivers when the terms cannot be obtained. Owner's objective is to retain the requirements for these coverage extensions within the contract in order to trigger their benefit when such terms again become available. Owner will continue this practice for the benefit of the Owner, provided Owner agrees that it will not hold Owner liable for any shortfall in the coverage terms of such contractors, subcontractors or vendors; provided further, however, that nothing in this sentence shall constitute a waiver of any claims otherwise available to the Owner(s) under the Professional Liability Insurance required above. With that understanding, Owner shall require from contractors, subcontractors and vendors the following insurance, in the following minimum amounts:

#### INSURANCE

#### MINIMUM LIMITS

Workers' Compensation	As required by law in the state where property is located and where any operations relating to the contract are located, with waiver of subrogation against Owner(s) and Manager.	
Employer's Liability	\$1,000,000 each accident and as to aggregate limits.	
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate	
Comprehensive Auto Liability*	\$1,000,000 (any auto/owned/non owned/hired)	

\*These coverages shall be primary as to the Owner and will cover the Owner as insured's for any allegation, claim, loss, damage, demand, or judgment, or other causes of action arising out of their presence or out of the contractors' or subcontractor's presence upon or out of operations or operations or work done at the Property by the contractor or subcontractor for or on behalf of Owner. *The Owner shall be named as additional insured*'s on such all general liability policies both for operations and, to the extent available in the insurance market, for completed operations. The policies shall be written on an "occurrence" and not "claims-made" form basis. If contractor's work involves hazardous materials or environmental abatement work, contractor will be required to provide evidence of Contractor's Pollution Liability, with the Owner as additional insured's. If the contractor's work involves professional design or engineering, special evidence of design professional liability (also known as E&O) coverage will also be required.

The Owner may require additional coverage if the work to be performed is, in their judgment, sufficiently large or hazardous and may waive certain limits or requirements on a case-by-case basis for incidental or personal service contracts or jobs. *Before any work can begin, each contractor or subcontractor will submit Certificates of Insurance and endorsements in form and substance satisfactory to the Owner as evidence of the coverages required.* Each liability policy certificate will provide for (i) cross-liability or severability of interests, covering the named insured for any claim brought against it by any of the Additional Insured's; (ii) waiver of subrogation as against the Owner and waiver of any right of contribution from their respective insurers; and (iii) if Contractor's insurance is provided by means of a so-called "blanket policy," the aggregate must apply per project, or per location. Each certificate will bear an endorsement requiring thirty (30) days' prior written notice of cancellation, material alteration, or non-renewal.

Notwithstanding anything in this Section 7, any and all insurance coverage for the Property required under this Agreement shall, in any event, be in type, coverage and amount at least equivalent to the types, coverages and amounts required under any loan documents securing or evidencing any loan affecting the Property; provided, however, nothing herein is intended to allow for the reduction in coverage from the coverages provided for under this Agreement merely due to any lesser insurance requirement set forth in any loan documents it being the intention of the parties to obtain the greater of such coverages.

#### 41. <u>CONFIDENTIALITY</u> OF OWNER'S RECORDS

(a) Contractor acknowledges that all information disclosed by Owner to Contractor for purposes of performing the Services, or which come to the attention of Contractor during the course of performing such Services, constitutes a valuable asset of and is proprietary to Owner(s). Contractor also acknowledges that Owner, as a party in the business community, may have fiduciary responsibilities to its tenants or customers to keep their records confidential and proprietary. Contractor shall not disclose said information or knowingly permit its employees, officers or agents to disclose said information, to any non-employee of Contractor or to any employee of Contractor not having a specific need-to-know in performing the Services authorized by Owner. Additionally, Contractor agrees that all designs, plans, reports, specifications, drawings, inventions, processes and other information or items produced by Contractor for purposes of performing the Services, will be assigned to Owner(s) as the sole and exclusive property of Owner(s) and Owner(s) assigns, nominees and successors.

(b) Contractor further agrees to instruct its employees, officers and agents not to sell, lease, assign, transfer or reveal to any organization, company or individual any of said information whether oral or written, without the prior written consent of Owner, and agrees to take all reasonable steps necessary to ensure fulfillment of this obligation.

(c) In the event that a subpoena or other legal process is served upon Contractor that in any way concerns information disclosed by Owner to Contractor, Contractor agrees to notify Owner immediately upon receipt of such subpoena or other legal process and will cooperate with Manager, in any lawful effort by Owner to contest the legal validity of such subpoena or other legal process. This Article 33 shall survive the termination of this Agreement.

#### SCHEDULE "A"

#### **Description of Services**

See Attached (Contractor's Specifications) Summary Schedule

Annual Boiler maintenance and CSD-1

1 installment of \$5,500.00 (Due upon completion)

#### SCHEDULE "B"

**Description of Services** 

See Attached (Contractor's Specifications) Summary Schedule

Annual Controls Service Contract and PM

1 installment of \$29,400.00 (Due January 1, 2023)

Or

2 installments of \$14,700.00 (Due by January 1, 2023 & July 1, 2023)

• Any unused hours do not roll over to following year.

## TECHNICAL BUILDING AUTOMATION INC.

57 Courtland, #658 Rockford, MI 49341 269-509-6694

11/29/2022

Owosso Public Schools Owosso, MI 48867

Attn: Mr. Jon Klapco

Please accept this contract to provide one yearly boiler maintenance and CSD-1

Scope:

Provide one-year contract for boiler maintenance and CSD-1 Included are the following:

> Boiler inspection, functional startup, maintenance of each boiler CSD-1 and paperwork Quoted price is good for 30 days

This includes the following schools

- High School
- Emerson Elementary School
- Bentley Elementary School
- Bryant Elementary School
- Washington Elementary School
- Central Elementary School
- PAC Center

Check to billed annually for a total of \$5,500

Sign\_

Thank you,

Nate Zube 269.509.6694 Nzube@technicalbas.com

Schedule B

### TECHNICAL BUILDING AUTOMATION INC.

57 Courtland, #658 Rockford, MI 49341 269-509-6694

11/29/2022

Owosso Public Schools Owosso, MI 48867

Attn: Mr. Jon Klapco Please accept this contract to provide one yearly control's service contract and preventive maintenance

Scope:

Provide one-year controls service contract and PM ensuring proper operation of the HVAC system Included are the following:

20 hours of remote and onsite service and 20 hours of onsite preventative maintenance per elementary school.

40 hours of remote and onsite service and 40 hours of onsite preventative maintenance for the high school

Discounted rate from \$110.00 to \$105.00 hourly rate

Hours can be moved around to meet school's needs.

Winter break site visit and summer break visit to perform system checkout ensuring equipment is functioning correctly

Monthly updates on service calls and steps taken to fix the issue.

Quoted price is good for 30 days

Included are the following Schools:

- High School
- PAC Center
- Emerson Elementary School
- Bentley Elementary School
- Bryant Elementary School
- Central Elementary School
- Washington Elementary School

Check to bill annually at \$29,400

Check to bill twice a year at \$14,700

Sign

For the sum of \$29,400 Thank you, Nate Zube Nzube@technicalbas.com

#### OWOSSO PUBLIC SCHOOLS Board of Education Meeting December 14, 2022 Report At Place

#### FOR ACTION

Subject:

New Teacher Hire

Recommendation:

Resolve that the Board of Education approve the hiring of the following certified staff:

		Recommending	
Name	Building/Grade	Administrator	Salary Schedule Step
		Superintendent	BA Step 1
	Owosso Middle School	Dr. Tuttle	Salary \$41,665
Mallory Irelan	Computers		Prorated \$22,321
	Lincoln Alternative Education	Superintendent	MA Step 1 \$44,477
Heidi King-Bigsby	High School Teacher	Dr. Tuttle	Prorated \$23,827

District Goal Addressed:

**Routine Business** 

Motion Seconded Vote – Ayes Nays Motion