



OWOSSO PUBLIC SCHOOLS

Ready for the World

Board of Education Agenda

August 9, 2021

5:30 pm

Washington Campus

645 Alger Street

Owosso, Michigan 48867

1. Call to Order

2. Pledge of Allegiance

3. Building Reports

4. Board Correspondence:

Superintendent’s Report

Curriculum Director’s Report

5. Public Participation

6. For Action

▪ **Consent Agenda:**

July 26, 2021 Regular Board Meeting Minutes-----	Report 21-09	Page 1
Current Bills-----	Report 21-10	Page 11
Financials-----	Report 21-11	Page 17
▪ Juul Litigation-----	Report 21-12	Page 21
▪ OMS Obsolete Materials-----	Report 21-13	Page 34
▪ Tax Levy-----	Report 21-14	Page 36
▪ Personnel New Hire–Teacher-----	Report 21-15	Page 40

7. For Future Action

▪ Course Offerings-----	Report 21-16	Page 42
▪ Online Elementary Canvas-----	N/A	N/A

8. For Information

▪ Personnel Update-----	Report 21-17	Page 46
▪ 2021-2022 School Year-----	N/A	N/A

9. Public Participation

10. Board Reports: Board Member Comments/Updates

11. Upcoming Board Meeting Dates:

September 13: Board of Education Committee of the Whole, Washington Campus Superintendent’s Office, 5:30 pm

September 27: Board of Education Regular Meeting, Washington Campus Gym, 5:30

Important Upcoming Dates:

August 16: Self-Guided Community Tour

August 16–17: Professional Development

August 18: Community Cookout (formerly known as the Community Pep Rally)

August 19: First Day of School

12. 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



Shelly Ochodnicky
Vice President



Sara Keyes
Treasurer



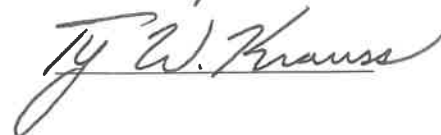
Marlene Webster
Secretary



Adam Easlick
Trustee



Ty Krauss
Trustee



Olga Quick
Trustee



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



OWOSSO PUBLIC SCHOOLS

Ready for the World

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



OWOSSO PUBLIC SCHOOLS

Ready for the World

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

July 26, 2021 Regular Board Meeting Minutes

**Owosso Public Schools
Board of Education Minutes
July 26, 2021
Report 21-09**

Present: Sara Keyes, Ty Krauss, Rick Mowen, Shelly Ochodnicky (virtual via cell phone), Olga Quick, Marlene Webster

Absent: Adam Easlick

President Rick Mowen called the Board of Education Meeting to order at 5:32 p.m. The meeting was held at the Washington Campus Gymnasium, 645 Alger Street, Owosso MI 48867.

Pledge of Allegiance

Building Reports

To begin the recognition of Owosso Public Schools (OPS) Retirees, Dr. Andrea Tuttle introduced Emerson Elementary Principal Jessica Aue who recognized retiree Beth Lyon. Principal Aue began “Good evening, I am very honored to present to you Beth Lyon, who tried to sneak out and retire without anybody noticing. She came to me right after school was out and said ‘I’m retiring’ because she didn’t want to be embarrassed and have all the hoopla – so I said you’re coming to a board meeting, so here she is! Beth started working for the district in 2000. She started originally at the middle school working in the cafeteria, taught preschool for a little while before subbing at Emerson and then she became one of our very valued and loyal paraprofessionals working with our special needs and at-risk students as a Title One Specialist. Beth has been so supportive and loyal, she said that she is really going to miss the kids and especially her coworkers, her people, and I must tell you your coworkers, including myself, we’re going to miss you just as much. She constantly slips little supportive messages, chocolate for me, usually, because I eat through lunch sometimes. She has been a good friend and we are very excited for you. Beth has two grandbabies on the way this year one in October and one in September, so she is very excited to spend more time with her grandchildren. We’re excited for you, congratulations Beth.” Dr. Tuttle presented Beth’s plaque and said Beth is welcome to say a few remarks and introduce her guest. For her closing remarks, Beth said “My husband is here with me this evening and I remember Sarah (Treasurer Keyes) attending at Emerson so there is a lot of memories. Olga (Trustee Quick) roped me into being a band coordinator volunteer for how many years? So, it was a hard decision, but it is time to go so I can spend more time with my grandbabies. Thank you for all these experiences.” Dr. Tuttle finished by saying “Absolutely. As I told you when I walked in this morning, any time I would go to Emerson I would see your lovely smile. Your smile and generosity will be missed. Good luck being grandparents!”

Dr. Tuttle then began the recognition of retiree Dennis Tomlinson. “We also have Mr. Dennis Tomlinson, his supervisor Renee Secor-Jenks could not be here tonight so I would like to read her remarks. ‘Mr. Dennis Tomlinson became a sub for us 5 years ago. He was a former

Transportation Director, driver, and mechanic in the Beecher school district. He is very knowledgeable about a lot of subjects. He and Mike Graham had worked previously together at Indian Trails and was able to assist him when needed. Dennis hadn't planned on coming back for the 2020-2021 school year but when 5 drivers decided they either weren't coming back or retired due to COVID, and I asked him to come back for one more year he did so without a second thought. I will miss his stories, his endless charts on COVID, his humor and the videos of himself playing the piano. He's on YouTube if you want to check him out. Dennis has a travel trailer and is considering purchasing a home in a trailer park in Florida and sharing it with his kids. He's retired a few times now from various jobs. I think after such a crazy school year that was, this time he'll stay retired and enjoy his travels. Thank you, Dennis, for showing up every day and helping whenever you were asked without hesitation.' Dr. Tuttle finished by saying "Unfortunately Dennis is not with us tonight, but I did want to share those remarks as he was gracious enough to come back and help us."

Board Correspondence

Dr. Tuttle began by commending OPS grounds maintenance and custodial teams. "Every year is a challenging year during the summer. It seems the last ten, eleven years that I've been Superintendent we've always had a big event going on in the summer, whether that's been moving out of Bentley or moving out of the middle school this year, the Bond... always something huge and with this summer being particularly short I just want to give huge kudos to them for what they've accomplished. We are now officially moved out of the middle school, there is a lot of stuff still in the building but not items that we want or need so there will be items for Obsolete Materials in the near future. And in speaking with Mr. Collins and Dr. Dwyer today they said as far as the facility is concerned, we could start tomorrow at the high school. So again, compliments to them. Secondly, I want to talk about our facilities in general. You know that our mantra is clean and pristine, we try not to be too fancy as we don't have the human resources to maintain fancy. In driving around the district, Mr. Klapko again and his team, the outside of the buildings looks fantastic. If you've not noticed the work, and I will talk about this a little bit further, they've dug up our elementary school playgrounds waiting for the mulch and the bumpers to come. They've cleaned up around the high school and if you've noticed the landscaping, we've obviously received assistance with that from professional landscapers. But again, it looks nice and adds the finishing touches that we need around our buildings."

Dr. Tuttle continued with a reminder on upcoming events. "Just so you're aware, as a reminder we have our New Teacher Orientation that you are always welcome to attend. Typically, if you're available, you come to introduce yourself and meet the new teachers. This year, we will also be formally introducing the teachers hired last year that did not get a formal welcome. So, you're absolutely invited to attend that breakfast. And of course, we have the Grand Opening for our entire staff that you're invited to which is inclusive of our professional development."

Dr. Tuttle continued with updates on the Bond project. "The Bond, I would like to say, is complete. There are still a few small issues, but Clark Construction has officially moved off our campus. They are still available for help. I think we are very fortunate to have the Bond when we

did even though we thought the prices were coming in high. If we were trying to do the same project today, we wouldn't receive nearly what we have received with the prices skyrocketing. With that comes issues for our air conditioning which will be coming out of the ESSER fund. I spoke with the Spicer group today; they plan to have the design phase of that completed in time for the proposal requests to get the bids back in. We hope, depending on the bids and what the Board approves, to have air conditioning in if not all our elementary buildings, then a portion of them."

Dr. Tuttle shared an update on the middle school purchase agreement. "Just an update from the Community Housing Network, the group purchasing our middle school, they have made some headway with the Federal Emergency Management Agency (FEMA). Interestingly, we had received a letter that we thought was pretty good news only to find out it was for a school district in Texas. Just to show the confusion that FEMA is dealing with and the lack of human resources that everybody has. But we now have a direct contact, and we are on the right track for working with FEMA."

Regarding the sinking fund, Dr. Tuttle began by saying human resources are low. "I did allude to this earlier but human resources are tough wherever you go now. It seems nobody has enough workers, we are waiting for materials, and that is a constant theme you hear with everything. We are not void of that. At Emerson, we have restrooms that need a lot of work before school starts. We also have stairways we are waiting for a permit on. Everything is coming in slower than anticipated. Because of the lack of human resources, we can't get approvals that we need. However, we think we're on good pace to have at least six of the ten bathrooms ready for the school year or before then. The newer wing of Emerson will be ready in September. Principal Aue is aware of that timeline and will work around it. The trees at the high school tennis courts have been removed. The wind screens that will be going in the fence have been delayed until September 30 as the contractors just can't get them. The cement has been poured, the new baseball outfield fence has been started, scoreboards we are still waiting for, the window tinting at the union is underway. As I said if you look at the playgrounds, they've all been dug out. All the mulch is removed, and we are waiting on the colored, rubberized material to go in. The bumpers will take longer so they are going to go ahead and fill in that material without the bumpers because we must get something started. The new flooring at the coliseum is being installed in August."

Dr. Tuttle continued her report by sharing information regarding tours of the new campus. "As you know we've put out some tours of the facilities. We sent individualized letters to those who worked on the Bond project and then we put it out on social media. We've received a great response to those tours. There is a variety of different administrators who are leading those tours: Mr. Brooks, Mrs. Collison, Mr. Collins...we've heard great responses. It takes about an hour to an hour and a half to get through that facility. We have added additional dates, thank you to Mrs. Thompson for organizing that as we are having people RVSP to keep the tours running effectively."

Interviews for the school nurse were conducted. Dr. Tuttle shared that the school is contracting through Memorial Hospital for this position. “Mr. Collins, Mrs. Aue, Mr. Brooks came up with a great candidate who has worked in ICU, in schools, and has been a teacher at Baker College. She has many years of experience and is ready for something different. Her name is Teresa O’Neil, she is from Owosso so we are excited that she will be our nurse. She will start in August, and we will be working on her schedule similarly to how we do the liaison officers. She is on an on-call basis, we never know where we will need a nurse, but she will have a schedule on campus to help with mental health issues and so forth.”

Dr. Tuttle finished her superintendent report by congratulating Chief Financial Officer (CFO), Julie Omer, for her recent election to serve as the President Elect for the Michigan School of Business Officials (MSBO). “That’s huge. Out of all the school districts in Michigan and she was elected to that position. She is very involved in MSBO, incredibly knowledgeable, you all know how fortunate we are to have Julie as part of our team. I know you’ve been a leader in our organization for many years Julie, but I just want to say congratulations to you. I think Owosso is very fortunate to have someone of your caliber not only in our district but also leading MSBO as well.”

Curriculum Director Steve Brooks began with an update on summer school. “Our summer school numbers remain strong, we have about 325 K-12 students attending on a weekly basis. We have about forty preschoolers that continue to come to our kindergarten camp, preparing themselves for their upcoming kindergarten experience that will be starting in a few weeks.” Mr. Brooks continued “Books at Bryant, we’re averaging about 160 kids in attendance, but have had as high as 210. That’s every Tuesday at 7:00 p.m. It takes about an hour if you want to pop by Bryant School, it’s a great experience. Culvers has been outstanding to work with, they have been very generous with great ice cream and their giveaways.”

Mr. Brooks shared details about important upcoming events. “New Teacher Orientation is August 10 and 11. The Board is invited for breakfast on August 10 if you want to come and see our new hires and have a nice breakfast. We also have the Instructional Leadership Council meeting on August 12. Our back-to-school professional development is on August 16 and 17. A lot of time goes into those events to have them run smoothly so a lot of details are focused on that.” Mr. Brooks stated most school supplies, books, and materials, have been ordered so that the teachers can start the year prepared. He ended his report by sharing special congratulations to Marsha Ladd for being accepted into the Red Cedar Project. “There is quite an application process for the Red Cedar Project. It is a four-week summer class that teachers can apply for and our very own Marsha Ladd, a Bryant teacher, was accepted into that summer institute after applying for a couple of years. She will be taking classes in July and August and finishing up this summer. It’s quite an honor to be accepted into that so we’re very proud of Marsha and she is very excited.”

Dr. Tuttle ended the Board Correspondence by introducing Brooke Barber and congratulating her on accepting the position of Administrative Assistant.

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.

No public participants addressed the Board.

For Action

- Moved by Webster, supported by Keyes to approve the June 28, 2021 regular meetings minutes, June 28, 2021 budget meeting minutes, current bills, and financials as presented. Motion carried unanimously.
- Moved by Quick, supported by Krauss to declare the Powermatic Planer and woodshop workbenches obsolete materials. Dr. Tuttle elaborated "We have two items for obsolete materials, but they are inclusive of more: the un-operational Powermatic Planer, six woodshop workbenches and inclusive of twelve lockers. We will have to clear those out if the Board approves." Motion carried unanimously.
- Moved by Krauss, supported by Keyes to approve the five new hire positions. Dr. Tuttle elaborated on the new hire recommendations: "This is one of the most exciting things that we do is look for great people. I am going to reiterate, you will hear me say this over and over, that it is very difficult to find teachers particularly in the areas of special education, science, mathematics, and CTE. Today you have before you five teachers that we are recommending for hire. One is Jennifer Maier; Jennifer has been subbing in the district as a parapro and has been doing a very nice job. She will be split between Lincoln and the High School. She does need to go back and get some special education classes that we are working with her on, so she is not technically special education certified but is on her way to do that. We have two special education openings in the district and have not received any applicants for those. It is very hard, there is not enough special education teachers to fill out the positions in the state so districts are clamoring for them and paying whatever they can to get those special education teachers. You will see Jennifer coming in at step one, she does not have any teaching experience. Carrie Warning as you know will be replacing Mr. Nick Krueger, our CTE and engineering teacher. We had zero applicants for that and thanks to Mr. Holladay who called Mrs. Warning and asked if she would be interested. She is certified in engineering and was working in Genesee. She is very well versed in CTE and as you can see, we have offered her step nine to come work with us and you can see the salary associated with that. The union is aware of that. Katelyn Horgan is a brand-new English teacher, we have offered her step one, she did very well in her interview process with the high school team. Heidi Nohel and Irene

Bump are two elementary school teachers I had the pleasure of meeting. There were a couple more applicants for those positions, but Heidi comes in having twenty years of experience at step five and Irene having thirteen years of experience at step five. Those are my recommendations. If nobody else leaves the district that will fill all our staffing issues besides two special education positions; one at the high school and one at Emerson which will be in our Early Childhood Transition Resource room. This is a high-needs classroom with eight students this year, not only did the teacher leave but also the parapro so we do have some concerns for that classroom and trying to figure out if there is anyone certified to lead it. Those are my recommendations at this time.” Motion carried unanimously.

For Future Action

- The Board will be asked to authorize the Superintendent to join the litigation against Juul Labs. Dr. Tuttle elaborated “You would be authorizing me to join the litigation on behalf of OPS against the Juul Labs out of California. There are several districts in the nation and in this state that are joining this. In 2019 several California school districts sued the Juul Labs and other vaping manufacturers alleging that the defendants fraudulently and intentionally marketed their products to children. I can read all those facts to you, but the morale of the story is there is no cost to joining this litigation. If we receive funds from the litigation the attorneys would retain 25% of that compensation. There is a questionnaire that we have to fill out that would take approximately two hours. We have several districts in our county, I don’t know if all our districts are doing this. If nothing else, I think it sends a message that we are not in favor of our young people vaping and that we are joining this litigation. That is my recommendation.” President Mowen opened discussion up to the Board. Trustee Quick added “I would say that I certainly think it would be a positive move. I’m sure if we were to poll our administrators that are present today, the amount of time and energy spent on vaping issues at school would be significant. So, I would certainly support joining.”
- The Board will be asked to authorize the OPS Operation department to dispose of items located in the Middle School that are no longer considered of use to the staff or students of the district. Dr. Tuttle read the facts and statistics for this report stating “As a result of the 6-8th grade students moving to the secondary campus located at 765 E. North St. and vacating the property located at 219 N. Water Street, it is anticipated that there will be items that are no longer of functional value to the district. The process for identifying these items will be as follows: District personnel, under the supervision of the Operation and Administrative staff, will review the items that have not been moved to the 765 North Street campus for use within the district. I do want to put a little caveat on that, CHN wanted the old lockers and the old chalkboards that are still in that building. We are happy to allow them to retain those. Items that are deemed to be still of value to carry out the functions of the district will be moved to the location that is identified by district personnel. All other items, other than those that have been identified in the purchase agreement between the district and the Community Housing Network (CHN), will be

identified for disposal, resale, or donation. Until such time that #3 has been fully accomplished, CHN has agreed that the district may continue to store such items that have been identified for resale or donation. Thank you CHN, because it is a lot to move and to move again. So that is how we're going to move forward. I know even today Mr. Collins said that they were going to go back today and get some more chairs out of the building...at some point we will need the building cleared out for CHN."

- The Board will be asked to approve the tax levy (L-4029) for 2021 to be presented at the August board meeting. Dr. Tuttle explained "This is something we do on a yearly basis as a For Action item, so this is to let you and the public know this will be on the next agenda. This must be approved by the Board and includes the operating millage and the sinking fund millage. We do not have the numbers in here where you can see the mils and so forth, but you will see that at the next Board meeting." CFO Omer elaborated "We have heard from PFM (Advisors that review the debt calculation for accuracy based on the current property tax values) and the debt mils will be as recorded in the report. You will have the actual L-4029 available at the next Board meeting."

For Information

Superintendent Tuttle reported the following personnel changes:

- **Resignations**
 - Jerrica Vanderkarr, Special Education Teacher at Owosso High School has submitted her letter of resignation.
 - Nick Krueger, CTE Engineering Teacher at Owosso High School has submitted his letter of resignation.
 - Makala Brown, English Teacher at Owosso High School has submitted her letter of resignation.
 - Rebecca Spencer, Special Education Teacher at Emerson Elementary has submitted her letter of resignation.

Public Participation

No public participants addressed the Board.

Board Reports

Vice President Ochodnicky stated how impressed she was on her tour of the new campus. She said it was exciting to see the updates since her last visit and everything looks great. She commended the maintenance crews for the hard work.

Trustee Krauss said he took a drive around the new campus, and it looks fantastic. He commented on how nice it is to see the campus looking busy as that means projects are getting done. Trustee Krauss expressed congratulations to all who worked on the new building. He also expressed congratulations to the retirees and thanked them for their years of service.

Treasurer Keyes commented that she is always around campus either to pick her child up or drop them off for practice, so she has had ample opportunity to see the new campus. She said it looks

gorgeous and she is looking forward to seeing not only students but staff enjoying the new building. Treasurer Keyes also extended a warm welcome to Brooke Barber and congratulated her on accepting the position of Administrative Assistant.

Secretary Webster added she is very proud of how our buildings look. She took a tour with two of her adult children who attended Owosso schools and they specifically commented how much of an improvement the bathrooms have had since they attended school here. Secretary Webster is excited to get back to a normal school year.

Trustee Quick expressed a warm welcome to Brooke Barber and is looking forward to working with her. She gave congratulations to Beth Lyon as they have a long history together. Trustee Quick expressed congratulations to Julie for her new position with MSBO. She commended Marsha Ladd for being accepted into the Red Cedar Project. Trustee Quick ended her comments by thanking all those who are working on the campus tours, she said she has not had a tour yet but commented that even the outside grounds look fantastic.

President Mowen congratulated the retirees stating they are truly irreplaceable and wishing them the best in their future endeavors. He also welcomed Brooke Barber and congratulated her on her new position. President Mowen ended his comments by saying how wonderful it is to see the campus and athletic fields filled with people and activity. He said you hear throughout the community people rant and rave about how beautiful the new campus is.

Upcoming Board Meeting Dates

August 9: Board of Education Meeting

September 13: Board of Education Committee of the Whole

Important Upcoming Dates

July 29: Elementary and Lincoln administrators Return

August 9: First Day of Fall Sports

August 10-11: New Teacher Orientation

August 11: Owosso High School Trojan Day

August 12: Lincoln High School Knight Day

August 16: Grand Opening for Staff / Professional Development

August 17: Professional Development

August 19: First Day of School

Adjournment

Moved by Quick, supported by Krauss to adjourn at 6:32 p.m. Motion carried unanimously.

Minutes recorded by Brooke Barber.

Respectfully submitted,

Marlene Webster, Secretary

Current Bills

OWOSSO PUBLIC SCHOOLS
EXPENDITURE REPORT
7/19-8/1/2021
REPORT 21-10

CHECK RUN ACTIVITY BY FUND

GENERAL FUND	\$498,347.08
SERVICE FUND	\$11,165.91
SINKING FUND	\$0.00
CAPITAL PROJECTS - BOND FUND	\$456,232.53
CAPITAL PROJECTS - COOK FAMILY FUND	\$0.00
CHECK RUN TOTAL	<u>\$965,745.52</u>

CREDIT CARD ACTIVITY BY FUND (No statements available at this time)

GENERAL FUND	\$	-
SERVICE FUND		
ORGANIZATIONAL FUND	\$	-
CREDIT CARD TOTAL	<u>\$</u>	<u>-</u>

GORDON FOOD SERVICE ACTIVITY (SERVICE FUND)

NONE

DIRECT DRAW FROM BANK ACCOUNT

	<u>\$</u>	<u>-</u>
PAYROLL (#2) 7/23/2021	\$	704,901.97
STABILIZATION PAYMENT-7/29/2021 (JULY)	\$	209,010.37
	<u>\$</u>	<u>913,912.34</u>
GRAND TOTAL	<u>\$</u>	<u>1,879,657.86</u>

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
103708 07/23/2021	1	Opn	ALDERMANS INCORPORATED	OPER/KLAPKO/TRACTOR PARTS	249.77
103709 07/23/2021	1	Opn	CSH ELECTRIC MOTOR SUPPLY	OPER/KLAPKO/WHEEL	157.30
103710 07/23/2021	1	Opn	DAYSTARR COMMUNICATIONS	UTIL/PHONE BILL	1,160.72
103711 07/23/2021	1	Opn	ESS MIDWEST INC	BB/ROWELL/STAFF PAYMENT	10,600.02
103712 07/23/2021	1	Opn	FORESIGHT SUPERSIGN	ADM/HAHN/NAME PLATES	83.50
103713 07/23/2021	1	Opn	H. K. ALLEN PAPER COMPANY	OPER/KLAPKO/SUPPLIES	1,496.00
103714 07/23/2021	1	Opn	HUTSON INC	OPER/KLAPKO/BLADE	184.93
103715 07/23/2021	1	Opn	INTERNAL REVENUE SERVICE	QTR 2 941 TAX PAYMENT	40.79
103716 07/23/2021	1	Opn	MESSA	AUG 2021 BILL/ADMIN STAF	22,001.70
103717 07/23/2021	1	Opn	MESSA	AUG 2021 BILL/NON-UNION	13,412.44
103718 07/23/2021	1	Opn	MESSA	AUG 2021 BILL/OESPA STAFF	45,383.20
103719 07/23/2021	1	Opn	MESSA	AUG 2021 COBRA BILL	2,567.31
103720 07/23/2021	1	Opn	MICHIGAN SUPPLY COMPANY	OPER/KLAPKO/SUPPLIES	5,844.21
103721 07/23/2021	1	Opn	OWOSSO SPORTS BOOSTERS	ADM/THOMPSON/PRIZE ITEMS	150.00
103722 07/23/2021	1	Opn	PHILADELPHIA SECURITY PRODUCTS	OHS/KOWALCZYK/SUPPLIES	1,816.00
103723 07/23/2021	1	Opn	PIONEER VALLEY BOOKS	ADM/BROOKS/DIGITAL READERS	7,452.00
103724 07/23/2021	1	Opn	SET-SEG	AUG 2021 BILL/GF STAFF	4,851.29
103725 07/23/2021	1	Opn	SET-SEG	AUG 2021 COBRA BILLING	92.21
103726 07/23/2021	1	Opn	SET-SEG	AUG 2021 BILL/ADMIN STAF	494.96
103727 07/23/2021	1	Opn	SHERWIN-WILLIAMS COMPANY	OPER/KLAPKO/PAINT	621.45
103728 07/23/2021	1	Opn	SHIAWASSEE RESD	EQUITY CAUCUS 21/22 MEMBERSHIP DUES	844.00
103729 07/23/2021	1	Opn	STECHSCHULTE, ALEXA	ADM/JULY 21 MILEAGE	5.92
103730 07/23/2021	1	Opn	ULINE	OPER/KLAPKO/BULLETIN BRDS	658.50
103731 07/23/2021	1	Opn	UNUM LIFE INSURANCE	AUG 2021 BILL/ADMIN	1,160.27
103732 07/23/2021	1	Opn	UNUM LIFE INSURANCE	AUG 2021 BILL/GF STAFF	1,193.11
103733 07/23/2021	1	Opn	VERIZON NORTH	ADM/JETPACKS FOR STUDENTS	102.39
103734 07/22/2021	51	Opn	BAKER COLLEGE OWOSSO	AE/FINAL DRAW AE PROGRAM	49,440.58
103735 07/22/2021	51	Opn	BP CANADA ENERGY MARKETING GR	NATURAL GAS JUNE 2021	1,763.40
103736 07/22/2021	51	Opn	CDW GOVERNMENT, INC.	ADM/WATSON/MICROSOFT LICENSE	11,153.65
103737 07/22/2021	51	Opn	CONSUMERS ENERGY	UTIL/GAS/JUNE 2021	375.01
103738 07/22/2021	51	Opn	GAYLE GREEN FLOWERS	HS/PARSONS/GRAD FLOWERS	162.00
103739 07/22/2021	51	Opn	MANER COSTERISAN	PRELIM AUDIT SRVC 20-21	5,700.00
103740 07/22/2021	51	Opn	MARSHALL MUSIC COMPANY INC.	HS/PARSONS/REPAIR	45.00
103741 07/22/2021	51	Opn	MEMORIAL HEALTHCARE CENTER	HR/WHITE/DOT PHYS - ASH	80.00
103742 07/22/2021	51	Opn	MESSA	AUG 2021 BILL/TEACHERS	229,491.36
103743 07/22/2021	51	Opn	MICHIGAN COMPANY, INC.	OPER/KLAPKO/JUNE SUPPLIES	130.23
103744 07/22/2021	51	Opn	PELECH, TONIA	OPER/JUNE 2021 MILEAGE	64.00
103745 07/26/2021	2	Opn	POSTMASTER	ADM/THOMPSON/STAFF MAIL	70.00
103746 07/27/2021	2	Opn	POSTMASTER	HS/PARSONS/ENROLLMENT MAIL	167.82
103747 07/29/2021	52	Opn	AUTO CRAFTERS	OPER/KLAPKO/INSTALL POWER COAT STEP	269.95
103748 07/29/2021	52	Opn	DIGITAL AGE TECHNOLOGIES INC.	REPLACE TECH- HS RM 319	5,758.85
103749 07/29/2021	52	Opn	JOSTENS	AE/KLAPKO/DIPLOMA	14.97
103750 07/30/2021	1	Opn	APPLE COMPUTER, INC.	HS/PARSONS/MACBOOK PRO	1,938.00
103751 07/30/2021	1	Opn	CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORMS	112.44
103752 07/30/2021	1	Opn	COLLINS, RICHARD	MS/COLLINS/OFFICE SUPPLIES	15.76
103753 07/30/2021	1	Opn	CSH ELECTRIC MOTOR SUPPLY	OPER/KLAPKO/VENTILATOR	376.99
103754 07/30/2021	1	Opn	EPS SECURITY	OPER/KLAPKO/FIRE ALARMS	440.00
103755 07/30/2021	1	Opn	FORTITUDE FARMS & EVENTS	ADM/BROOKS/OPENING MEETING	350.00
103756 07/30/2021	1	Opn	HENRY, JESSICA	MS/HENRY/MATERIALS	147.60
103757 07/30/2021	1	Opn	HURLEY OCCUPATIONAL HEALTH PR	HR/DOT PHYSICAL/GRIFFIN	75.00

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
103758 07/30/2021	1	Opn	HUTSON INC	OPER/KLAPKO/OIL & FILTER	155.44
103759 07/30/2021	1	Opn	INDEPENDENT NEWSPAPERS/I60 ME	ADM/BARBER/SOFTBALL AD	175.00
103760 07/30/2021	1	Opn	JOHNSTONE SUPPLY	OPER/KLAPKO/SUPPLIES	2,963.64
103761 07/30/2021	1	Opn	KS STATEBANK	PMT 1/3 FOR 2 BUS LEASE	31,740.00
103762 07/30/2021	1	Opn	LOCKER ROOM & TROPHY PLACE	HR/WHITE/RETIREE AWARDS	177.31
103763 07/30/2021	1	Opn	MHSAA	ATH/SMITH/AD ORIENTATION	20.00
103764 07/30/2021	1	Opn	MIAAA	ATH/SMITH/DUES	220.00
103765 07/30/2021	1	Opn	NAPA AUTO PARTS	OPER/KLAPKO/OIL & FILTER	49.15
103766 07/30/2021	1	Opn	NEFF	HS/PARSONS/ACADEMIC LETTERS	826.88
103767 07/30/2021	1	Opn	NEOLA INC.	ADM/UPDATE BRD POLICIES	1,295.00
103768 07/30/2021	1	Opn	OREILLY AUTOMOTIVE INC	OPER/KLAPKO/PARTS	258.41
103769 07/30/2021	1	Opn	PIONEER MANUFACTURING COMPAN	OPER/KLAPKO/PAVEMENT PAINT	2,968.01
103770 07/30/2021	1	Opn	POSTMASTER	MS/GRAHAM/POSTAGE	910.00
103771 07/30/2021	1	Opn	SCHOOL SPECIALTY LLC.	MS/GRAHAM/SUPPLIES	448.88
103772 07/30/2021	1	Opn	SEG WORKER'S COMP FUND	1ST QTR WORKERS COMP INS	4,878.00
103773 07/30/2021	1	Opn	SHIA. AREA TRANSPORTATION AGEN	ONE WAY TRIPS- JUNE 2021	312.00
103774 07/30/2021	1	Opn	STATE OF MICHIGAN	STATE AID NOTE FILING FEE	740.00
103775 07/30/2021	1	Opn	SUMMIT FIRE PROTECTION	OPER/KLAPKO/INSPECTION	4,340.00
103776 07/30/2021	1	Opn	SUNBURST GARDENS INC.	OPER/KLAPKO/HERBICIDE	11,212.50
103777 07/30/2021	1	Opn	THOMPSONS CRYSTAL CLEAN WATE	ADM/WATER	29.50
103778 07/30/2021	1	Opn	ULINE	OPER/KLAPKO/BULLETIN BRD	3,736.74
103779 07/30/2021	1	Opn	VALLEY LUMBER COMPANY	OPER/KLAPKO/CEILING TILE	124.02
Total of All Checks					498,347.08
Less Voids					0.00
Grand Total					498,347.08

Check Summary

Check Status	Count	Amount
Open	72	498,347.08
Cleared	0	0.00
Void	0	0.00
Total	72	498,347.08

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
007921 07/23/2021	1	Opn	MESSA	AUG 2021 BILL/FS STAFF	1,614.84
007922 07/23/2021	1	Opn	PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	1,471.96
007923 07/23/2021	1	Opn	SET-SEG	AUG 2021 BILLING/FS STAFF	236.39
007924 07/23/2021	1	Opn	UNUM LIFE INSURANCE	AUG 2021 BILL/FS STAFF	50.28
007925 07/23/2021	1	Opn	VAN EERDEN FOOD SERVICE COMPA	FS/MANNS/FOOD PURCHASE	1,692.13
007926 07/22/2021	51	Opn	PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	505.31
007927 07/30/2021	1	Opn	MEAL MAGIC	FS/MANNS/2021 SUBSCRIPTION RENEWAL	5,595.00
Total of All Checks					11,165.91
Less Voids					0.00
Grand Total					11,165.91

Check Summary

Check Status	Count	Amount
Open	7	11,165.91
Cleared	0	0.00
Void	0	0.00
Total	7	11,165.91

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
900589 07/26/2021	50	Opn	AGNEW GRAPHICS SIGNS PROMO LL	CONSTRUCTION THRU 6/30/21	20,772.70
900590 07/26/2021	50	Opn	BLUEWATER TECHNOLOGIES GROUP	CONSTRUCTION THRU 6/30/21	69,264.22
900591 07/26/2021	50	Opn	CLARK CONSTRUCTION	CONST MGMT FEE-JUNE 21	32,026.20
900592 07/26/2021	50	Opn	CONCRETE PLACEMENT, LLC.	CONSTRUCTION THRU 6/30/21	19,710.00
900593 07/26/2021	50	Opn	DICKERSON MECHANICAL, INC.	CONSTRUCTION THRU 6/30/21	1,000.00
900594 07/26/2021	50	Opn	GREAT LAKES WEST, INC.	CONSTRUCTION THRU 6/30/21	2,881.40
900595 07/26/2021	50	Opn	IRWIN SEATING COMPANY	CONSTRUCTION THRU 6/30/21	18,383.38
900596 07/26/2021	50	Opn	NILES CONSTRUCTION SERVICES IN	CONSTRUCTION THRU 6/30/21	72,296.92
900597 07/26/2021	50	Opn	R. C. HENDRICK & SONS., INC.	CONSTRUCTION THRU 6/30/21	85,763.39
900598 07/26/2021	50	Opn	SUPERIOR ELECTRIC OF LANSING IN	CONSTRUCTION THRU 6/30/21	134,134.32
Total of All Checks					456,232.53
Less Voids					0.00
Grand Total					456,232.53

Check Summary

Check Status	Count	Amount
Open	10	456,232.53
Cleared	0	0.00
Void	0	0.00
Total	10	456,232.53

Financials

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
July 31, 2021
Report 21-11

Statement of Deposits and Investments
As of 7/31/2021
Unaudited

	General Fund	School Service	Building & Site	Capital Projects Bond Fund	Debt Service Fund	Total
Summary of Deposits and Investments						
Cash on hand	\$ 307,541	\$ 2,189	\$ 37,233	\$ 959	\$ 179,315	\$ 527,237
Investments	5,864,399		4,665,758	1,962,516	1,126,921	13,619,594
Total Deposits and Investments	<u>\$ 6,171,940</u>	<u>\$ 2,189</u>	<u>\$ 4,702,991</u>	<u>\$ 1,963,475</u>	<u>\$ 1,306,236</u>	<u>\$ 14,146,831</u>
 Detail of Deposits and Investments						
Cash on hand	\$ 307,541	\$ 2,189	\$ 37,233	\$ 959	\$ 179,315	\$ 527,237
Petty Cash on hand	-		-	-	-	-
Total Cash on hand	<u>\$ 307,541</u>	<u>\$ 2,189</u>	<u>\$ 37,233</u>	<u>\$ 959</u>	<u>\$ 179,315</u>	<u>\$ 346,962</u>
Chemical Bank Savings Account	\$ 5,662	\$ -	\$ 86			\$ 5,748
Mich Class Investment	5,858,737	-	4,665,671	1,962,516	1,126,921	13,613,846
Total Investments	<u>\$ 5,864,399</u>	<u>\$ -</u>	<u>\$ 4,665,758</u>	<u>\$ 1,962,516</u>	<u>\$ 1,126,921</u>	<u>\$ 13,619,594</u>
Total Deposits and Investments	<u>\$ 6,171,940</u>	<u>\$ 2,189</u>	<u>\$ 4,702,991</u>	<u>\$ 1,963,475</u>	<u>\$ 1,306,236</u>	<u>\$ 14,146,831</u>

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
 July 31, 2021
 Report 21-11

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Project Funds
As of 7/31/2021

Unaudited (all revenue and expense accruals not entered)

	General Fund			School Service Fund			Capital Projects Fund-Sinking Fund and Cook Family Foundation		
	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget
REVENUE									
Local sources	3,684,679	1,051	(3,683,628)	56,214	-	(56,214)	1,184,629	-	(1,184,629)
State sources	25,688,303	-	(25,688,303)	63,706	-	(63,706)	37,784	-	(37,784)
Federal sources	1,143,024	-	(1,143,024)	1,514,424	-	(1,514,424)	-	-	-
Interdistrict sources-RESD	740,846	29,249	(711,597)	-	-	-	-	-	-
Interdistrict sources-transfers in and other sources	-	-	-	-	-	-	-	-	-
Total revenue and other sources	\$ 31,256,852	\$ 30,300	\$ (31,226,552)	\$ 1,634,344	\$ -	\$ (1,634,344)	\$ 1,222,423	\$ -	\$ (1,222,423)
EXPENDITURES									
INSTRUCTION									
BASIC PROGRAMS:									
ELEMENTARY	7,626,682	6,487	(7,620,195)						
MIDDLE SCHOOL	3,575,956	1,837	(3,574,119)						
HIGH SCHOOL	4,335,333	8,544	(4,326,789)						
ALTERNATIVE EDUCATION	456,631	-	(456,631)						
PRESCHOOL	151,573	673	(150,900)						
PRESCHOOL (MICHIGAN READINESS) GRANT	188,298	-	(188,298)						
TOTAL BASIC PROGRAMS	\$ 16,334,473	\$ 17,341	\$ (16,317,132)						
ADDED NEEDS:									
SPECIAL EDUCATION	3,510,763	10,835	(3,499,928)						
CHILD CARE PROGRAM	298,910	7,893	(291,017)						
TITLE I GRANT	775,764	13,469	(762,295)						
ESSER GRANTS (STABIL COVID SUPPLIES, FORMULA)	-	-	-						
GEERS FUND, CHILDCARE GRANTS	-	-	-						
VOCATIONAL EDUCATION	701,820	718	(701,102)						
AT RISK GRANT	1,343,389	-	(1,343,389)						
ROBOTICS, ADAPTIVE TECH GRANTS	11,049	-	(11,049)						
ESSER SUMMER GRANTS	-	39,617	39,617						
EARLY LITERACY GRANT/LITERACY COACH GRANT	179,455	-	(179,455)						
TOTAL ADDED NEEDS	\$ 6,821,150	\$ 72,532	\$ (6,748,618)						
CONTINUING EDUCATION:									
ADULT EDUCATION	172,066	-	(172,066)						
COMMUNITY EDUCATION	155,256	12,730	(142,526)						
TOTAL CONTINUING EDUCATION	\$ 327,322	\$ 12,730	\$ (314,592)						
TOTAL INSTRUCTION	\$ 23,482,945	\$ 102,603	\$ (23,380,342)						
SUPPORTING SERVICES									
PUPIL SERVICES:									
GUIDANCE SERVICES	361,005	21,580	(339,425)						
TOTAL PUPIL SERVICES	\$ 361,005	\$ 21,580	\$ (339,425)						
INSTRUCTIONAL STAFF:									
TITLE II, PART A/RURAL EDUCATION GRANT/TITLE IV	338,009	-	(338,009)						
IMPROVEMENT OF INSTRUCTION	337,031	20,544	(316,487)						
MEDIA SERVICES	176,270	2,748	(173,522)						
TOTAL INSTRUCTIONAL STAFF	\$ 851,310	\$ 23,292	\$ (828,018)						
GENERAL ADMINISTRATION:									
BOARD OF EDUCATION	114,966	7,704	(107,262)						
EXECUTIVE ADMINISTRATION	413,851	31,102	(382,749)						
HUMAN RESOURCES	230,863	15,159	(215,704)						
TOTAL GENERAL ADMINISTRATION	\$ 759,680	\$ 53,965	\$ (705,715)						

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
 July 31, 2021
 Report 21-11

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Project Funds
As of 7/31/2021
 Unaudited (all revenue and expense accruals not entered)

	General Fund			School Service Fund			Capital Projects Fund- Sinking Fund and Cook Family Foundation		
	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget
			% Rec'd/Used			% Rec'd/Used			% Rec'd/Used
SCHOOL ADMINISTRATION:									
SCHOOL ADMINISTRATION	\$ 2,724,185	\$ 149,277	\$ (2,574,908)	5%					
TOTAL SCHOOL ADMINISTRATION	\$ 2,724,185	\$ 149,277	\$ (2,574,908)	5%					
BUSINESS SERVICES:									
FISCAL SERVICES	\$ 379,121	\$ 31,896	\$ (347,225)	8%					
TECHNOLOGY MANAGEMENT	445,018	28,274	(416,744)	6%					
TOTAL BUSINESS SERVICES	\$ 824,139	\$ 60,170	\$ (763,969)	7%					
OPERATIONS AND MAINTENANCE:									
OPERATIONS AND MAINTENANCE	\$ 3,088,838	\$ 348,662	\$ (2,740,176)	11%					
TOTAL OPERATIONS AND MAINTENANCE	\$ 3,088,838	\$ 348,662	\$ (2,740,176)	11%					
PUPIL TRANSPORTATION SERVICES:									
PUPIL TRANSPORTATION SERVICES	\$ 1,016,859	\$ 43,594	\$ (973,265)	4%					
TOTAL PUPIL TRANSPORTATION	\$ 1,016,859	\$ 43,594	\$ (973,265)	4%					
OTHER SERVICES:									
COMMUNICATION SERVICES	55,117	70	(55,047)	0%					
ATHLETICS	442,371	1,190	(441,181)	0%					
PRINTING AND OTHER SUPPORT SERVICES	48,295	2,248	(46,047)	5%					
TOTAL OTHER SERVICES	\$ 545,783	\$ 3,508	\$ (542,275)	1%					
TOTAL SUPPORTING SERVICES	\$ 10,171,799	\$ 704,047	\$ (9,467,752)	7%					
OUTGOING TRANSFERS/FUND MODIFICATIONS:									
OTHER	45,000	3,465	(41,535)	8%					
TOTAL OUTGOING TRANSFERS/FUND MODIFICATIONS	\$ 45,000	\$ 3,465	\$ (41,535)	8%					
FOOD SERVICE EXPENDITURES									
CAPITAL PROJECT EXPENDITURES	\$ 33,699,744	\$ 810,114	\$ (32,889,630)	2%					
TOTAL EXPENDITURES	\$ 33,699,744	\$ 810,114	\$ (32,889,630)	2%	\$ 1,656,519	\$ 29,603	\$ (1,626,916)	2%	\$ 1,675,111
REVENUE OVER or (UNDER) EXPENDITURES	\$ (2,442,792)	\$ (779,815)	\$ 1,662,977		\$ (22,175)	\$ (29,603)	\$ (7,428)		\$ (452,688)
PROJECTED FUND BALANCE, JULY 1, 2021	4,523,131	4,523,131	-		43,229	43,229	-		5,063,148
PROJECTED FUND BALANCES - June 30, 2022	2,080,339	2,080,339	-		21,054	21,054	-		4,610,460

Juul Litigation

Board of Education Meeting

August 9, 2021

Report 21-12

FOR ACTION

Subject:

Adoption of the resolution authorizing the Superintendent to join litigation against Juul Labs, Inc., Altria and other vaping manufacturers on behalf of Owosso Public Schools and approve the contract with Frantz Law Group (the attorneys that would be representing the school district in this matter).

Recommendation

Recommend that the Board of Education adopt the resolution and authorize the Board Secretary to sign the Attorney-Client Fee Contract on behalf of the school designating the Superintendent as the representative for the district to take other necessary action to obtain monetary damages and injunctive relief related to the vaping epidemic for Owosso Public Schools.

Facts/Statistics:

In 2019, several California school districts sued Juul Labs, Inc., Altria, and other vaping manufacturers alleging that the defendants fraudulently and intentionally marketed their products to children. The California law firm Frantz Law Group has requested Thrun Law Firm, P.C. to assess whether Michigan schools are interested in joining this lawsuit.

- This litigation seeks monetary compensation for past and future damages related to the vaping epidemic created by vaping manufacturers.
- For past damages, schools will be seeking reimbursement for any lost state aid associated with vaping suspensions and expulsions and reimbursement for costs associated with purchasing and installing vape detectors.
- For future damages, the focus will be on obtaining compensation for schools to manage the vaping epidemic without having to take money out of their general fund. Costs associated with future damages includes purchasing and installing vape detectors in all school bathrooms, counselors to assist students with matters related to nicotine addiction, and educational programs on the harms of vaping.
- This litigation also seeks to prohibit vaping manufacturers from selling flavored products and advertising their products to minors.

From a district perspective, the lawsuit’s importance stems from the potential to obtain resources to assist and educate students as well as the possibility of prohibiting future sales and marketing of these products to minors.

Per the Attorney-Client Fee Contract, in no event will Owosso Public Schools be required to pay legal fees out of any fund other than the compensation recovered from the Defendants in this litigation. In no event shall Owosso Public School’s general funds be obligated to satisfy the contingent Attorneys’ fees as a result of this case. It should be noted that, as in any lawsuit, a successful outcome is not guaranteed.

Motion

Seconded

Vote – Ayes

Nays

Motion

May 27, 2021

Re: Juul Litigation

Dear Retainer Client:

In 2019, several California school districts sued Juul Labs, Inc., Altria, and other vaping manufacturers in a California federal court. The lawsuit alleges that the defendants fraudulently and intentionally marketed their products to children. Frantz Law Group (Frantz), a California law firm with a background in representing school districts, is representing school districts in that litigation. Frantz represents over 226 school districts in 23 states.

Frantz requested Thrun to gauge whether Michigan schools are interested in joining this lawsuit and, if so, to facilitate contact with Frantz. School districts, intermediate school districts, and public school academies are eligible to join the lawsuit.

The lawsuit seeks monetary compensation for damages incurred by schools related to the vaping epidemic created by the defendants. These damages are separated into past and future damages.

For past damages, schools in the litigation will be seeking reimbursement for costs associated with purchasing and installing vape detectors. In addition, they will be seeking any lost state aid associated with vaping suspensions and expulsions.

As to future damages, the focus will be on obtaining compensation for schools to appropriately handle the vaping epidemic going forward without having to take money out of their general fund. The focus will be on deterrence, support, and education. This will be done by seeking compensation for the cost to purchase and install vape detectors in all school bathrooms, staff to supervise students, counselors in middle schools and high schools to assist students with the social and emotional issues associated with nicotine addiction, and educational programs on the harms of vaping. The schools will also be seeking an order prohibiting the defendants from selling flavored products and from marketing their products to minors.

Schools that join the litigation will need to respond to a questionnaire and produce requested documents. Frantz estimates school staff involvement in the litigation will not exceed 3 hours throughout the entire litigation. There will be no obligation for any school Board members, administrators, or staff to be deposed.

Frantz is representing schools in the litigation on a contingent fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz will receive 25% of any recovery. Thrun will receive a portion of that 25%, specifically 25% for referring a client to Frantz or 35% for both referring a client to Frantz and assisting that client with the litigation questionnaire. Thrun's fees are derivative of fees received by Frantz, and Thrun will not bill clients

at its hourly rates for work associated with the litigation. If there is a recovery, schools will reimburse Frantz for costs incurred by Frantz during the litigation, such as court filing costs. Fees and costs are described in more detail in the Attorney-Fee Client Contract, which is attached to the resolution enclosed with this letter. Because Thrun has a financial interest in this matter, you may wish to seek independent legal counsel.

A recovery in the litigation is not guaranteed. Thrun is not co-counsel in the litigation – our role is limited to referring clients to Frantz and assisting with the litigation questionnaire upon request.

Thrun can arrange for Frantz to make a free presentation to your Board about the litigation. To join the litigation, the next step is for your Board to approve the enclosed resolution and the contract attached to that resolution. Signed resolutions and contracts should be returned by August 31, 2021 to pmatusiak@thrunlaw.com. If your Board would like more information about the litigation or assistance with the litigation questionnaire, please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

Thrun Law Firm, P.C.

**Owosso Public Schools
BOARD OF EDUCATION RESOLUTION**

A regular meeting of the Owosso Public Schools Board of Education (the “Board”) was held on the 9th day of August, 2021 at the following time: 5:30PM.

The meeting was called to order by Rick Mowen, President

Present:

Absent:

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS:

1. In 2019, several California public schools sued Juul Labs, Inc. and other producers of vaping products in a California federal court, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Lawsuit”).

2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants marketing vaping products to students.

3. Schools in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation (“Frantz”).

4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.

5. The Board believes it is in the School’s best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

6. The Board believes it is in the School’s best interests to authorize and direct the Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

2. The Board authorizes and directs the Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

The undersigned Board Secretary certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at a regular meeting held on August 9, 2021, the original of which is part of the Board’s minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the “Open Meetings Act” (Act 267, PA 1976, as amended).

Board Secretary

Date: _____, 2021

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between Owosso Public Schools, whose address is 645 Alger Street, Owosso Michigan 48867 (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates Dr. Andrea Tuttle, Superintendent, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims in the JUUL® and Electronic Cigarette (e-cigarette) litigation, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

If money recovered from defendants in the Action ("Defendants") is less than twenty five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.

- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value, using a firm mutually selected by Attorney and Client.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
- B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:
- A. Is a Thrun retainer client.

- B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
- C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

- 7. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

- 8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this

Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. DISCHARGE AND WITHDRAWAL.

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
- B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.

11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

12. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments

about the outcome of Client's matter are expressions of opinion only.

13. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.
14. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
15. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute

one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

- 17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
- 19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
- 20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
- 21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Dated: _____

Frantz Law Group, APLC

Print Name: _____

Dated: _____, 2021 Signature: _____

Print Name: _____

Client: _____

Its: _____

OMS Obsolete Materials

Board of Education Meeting

August 9, 2021

Report 21-13

FOR ACTION

Subject:

Declaration of Obsolete Material – OMS Excess material

Recommendation

Resolve that the Board of Education authorize the Owosso Public School’s Operation department to dispose of items located in the Middle School that are no longer considered of use to the staff or students 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”.

As a result of the 6-8th grade students moving to the secondary campus located at 765 E. North St. and vacating the property located at 219 N. Water Street, it is anticipated that there will be items that are no longer of functional value to the district. The process for identifying these items will be as follows:

1. District personnel, under the supervision of the Operation and Administrative staff, will review the items that have not been moved to the 765 North Street campus for use within the district.
2. Items that are deemed to be still of value to carry out the functions of the district will be moved to the location that is identified by district personnel.
3. All other items, other than those that have been identified in the purchase agreement between the district and the Community Housing Network (CHN), will be identified for disposal, resale or donation.
4. Until such time that #3 has been fully accomplished, CHN has agreed that the district may continue to store such items that have been identified for resale or donation.

Any items that have been identified for resale will be put up for sale through the most prudent means possible and such sale be advertised appropriately. The process outlined above is contingent upon Board approval.

Motion

Seconded

Vote – Ayes

Nays

Motion

Tax Levy

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
August 9, 2021
Report 21-14

FOR ACTION

Subject:

Tax Levy

Recommendation:

Resolve that the Board of Education approve the tax levy (L-4029) for 2021 to be presented at the August board meeting.

Statement of Purpose/Issue:

The tax levy must be approved by the Board of Education prior to October 1, 2021 in order to be included on the December 1 (winter) tax roll.

Facts/Statistics:

The tax levy was discussed during the 2021 Budget Hearing as required under the Truth in Taxation legislation.

- Consistent with the taxation rate for 2020, the operating millage rate, through the renewal of the operating millage in February 2013 will be at the maximum allowable by the State for the December of 2021 levy. The *Headlee* amendment will result in roll-back of .9996 however, this millage will be applied against the voter authorized millage of 18.2259. This results in a reduced millage rate of **18.218** ($18.2259 \times .9996$). Since the District may not, by law, levy a millage in excess of 18.0000 mills, the District may still levy the full 18 operating mills on eligible property.
- The sinking fund levy is based on the full 2020 1.9922 rolled back mills (2.0000 mills voted on in during the August of 2018 election) and is again subject to a Headlee rollback for 2021 (Millage Reduction Factor a.k.a. MRF of .9935) resulting in the **reduced rate of 1.9793**.
- The debt levy assessment will also be included on the L-4029 and is anticipated to be at a millage rate consistent with the first through third year levy as proposed in the ballot language in November of 2017. The amount of the debt has been submitted to PFM for review and recalculation to assure that the millage meets the needs of the debt service. The result of the PFM review will be included in the Board report at the August 2021 meeting.

Due to fees assessed for summer tax collection, Owosso Public Schools does not levy taxes during the summer. This levy represents 100% of the taxes to be collected for the 2021 tax year.

Motion

Seconded

Vote – Ayes

Nays

Motion

2021 Tax Rate Request (This form must be completed and submitted on or before September 30, 2021)

Carefully read the instructions on page 2.

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes: **Shawwassee** 2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021

Local Government Unit Requesting Millage Levy: **Owosso Public Schools** For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties: **609,559,993**

186,354,049

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2021 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
VOTED	OPERATING	2/2013	18.2259	18.2259	.9996	18.2186	1.0000	18.2186	1.9792	18.0000	1/2034
VOTED	SINKING FUND	8/2018	2.0000	1.9922	.9935	1.9792	1.0000	1.9792	1.9792	1.9792	1/2024
VOTED	DEBT	11/2017	4.7300	N/A	4.7300	N/A	1.0000	4.7300	4.7300	4.7300	1/2049

Prepared by **Julie A. Omer** Telephone Number **(989) 723-8131** Title of Preparer **Chief Financial Officer** Date **08/09/2021**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.121(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary		Marlene Webster	08/09/2021
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		Rick Mowen	08/09/2021

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.	Rate
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	0.0000
For Commercial Personal	6.0000
For all Other	18.0000

Instructions For Completing Form 614 (L-4029) 2021 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2021 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2020 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2020** permanently reduced rate can be found in column 7 of the **2020** Form L-4029. For operating millage approved by the voters after April 30, 2020, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2021 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2021 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2021. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2021 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2021 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2021 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2021. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2021 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2021. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004 regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

Personnel New Hire – Teacher

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
August 9, 2021

Report 21-15

FOR ACTION

Subject:

New Teacher Hire

Recommendation:

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

Name	Building/Grade	Recommending Administrator	Salary Schedule Step
Katherine Baumgras	Emerson Elementary Special Education Teacher	Superintendent Dr. Tuttle	BA Step 5 Salary \$48,747

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

For Future Action

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
August 9, 2021
Report 21-16

FOR FUTURE ACTION

Subject:

Approval of Course listings

Recommendation:

Resolve that the Board of Education approve the course listings for the 2021-22 school year.

Facts/Statistics:

Under the “Required Documentation” section of the Michigan Department of Education Pupil Accounting Manual is the indication of the following required documentation to be retained by the district:

“The school district's board of education shall adopt a list of approved courses. The list includes all courses offered by the district for credit or grade promotion, and is used when determining which courses may be included in membership for state aid purposes, as well as for auditing purposes when examining the membership counted for state school aid on the count days. The list of approved courses must include traditional offerings and courses offered through other means, such as experiential or online learning opportunities.”

In addition, to the Pupil Accounting Manual, the requirement for such Board approval is contained within Board Policy 2220 “Adoption of Courses of Study” in compliance with Michigan Compiled Law. In the past this was done through the approval by the Board of Education of new classes that were being offered in the upcoming school year. In order to reflect all of the changes in the courses being offered at the secondary level, including Middle School, it was considered prudent to supply the Board of Education a complete listing of all of the courses being offered during the 2021-22 school year which is accompanying this Board report. All courses being offered have gone through the appropriate review to determine alignment with curriculum standards and provide assurance that the courses enhance the ability of the district to “provide for a comprehensive instructional program to serve the educational needs of the students of this district” as outlined in Board Policy 2220.

It should be noted that “course” offerings are not applicable for the elementary level but comprehensive “new adoptions” of curriculum at the elementary level are brought before the Board for approval to satisfy the necessary requirements. Online Elementary Canvas offerings will be utilized for online instruction for those students who select this option for the 2021-2022 school year, the link to the catalogue is below.

[Online Elementary Canvas Catalogue](#)

Motion

Seconded

Vote – Ayes

Nays

Motion

For Information

Personnel Update

OWOSSO PUBLIC SCHOOLS
Board of Education
August 9, 2021
Report 21-17

FOR INFORMATION

Subject:

Personnel Update

Accepted Positions

Jennifer Nagel has accepted a Food Service Worker position.

Resignations

Abigail Kovel, Guidance Counselor at Owosso High School has submitted her letter of resignation.

Allyson Young, Teacher at Bryant Elementary has submitted her letter of resignation.

Dan Mellen, Paraprofessional at Lincoln Alternative High School has submitted his letter of resignation.