



OWOSSO PUBLIC SCHOOLS
Ready for the World

Board of Education Agenda

June 26, 2017

6:15 pm Student Hearing

7:00 pm Regular Meeting

Budget Hearing

Owosso High School Media Center

765 E. North Street

Owosso, Michigan 48867

1. Call to Order

2. Pledge of Allegiance

3. Board Correspondence:

Facilities Exploration Committee Recommendation

Superintendent's Report

Curriculum Director's Report

4. Public Participation

5. For Action

Consent Agenda:

May 22, 2017 Student Hearing Closed Session Minutes-----	Report 16-139	At Place
May 22, 2017 Special Board Meeting (RESA) Minutes-----	Report 16-140	Page 1
May 22, 2017 Regular Board Meeting Minutes-----	Report 16-141	Page 2
Current Bills-----	Report 16-142	Page 8
Financials-----	Report 16-143	Page 17
▪ Cash Flow Borrowing-----	Report 16-144	Page 20
▪ Budget Hearing-----	Report 16-145	Page 44
▪ 2016-17 Final Budget Revision-----	Report 16-146	Page 45
▪ 2017-18 Budget Approval-----	Report 16-147	Page 50
▪ Revised Bylaw 0168.1, Second Reading-----	Report 16-148	Page 55
▪ Revised Policy 2221, Second Reading-----	Report 16-149	Page 70
▪ New Policy 2461, Second Reading-----	Report 16-150	Page 72
▪ Revised Policy 2623, Second Reading-----	Report 16-151	Page 77
▪ Revised Policy 3120.04, Second Reading-----	Report 16-152	Page 82
▪ Revised Policies 3121 and 4121, Second Readings-----	Report 16-153	Page 85
▪ Replacement Policy 5111.01, New Policy 5111.03 and New Policy 8340, Second Readings-----	Report 16-154	Page 94
▪ Revised Policy 5517.01, Second Reading-----	Report 16-155	Page 111
▪ Revised Policies 5610 and 5610.01, Second Readings-----	Report 16-156	Page 120
▪ Revised Policy 7540.02, Second Reading-----	Report 16-157	Page 133
▪ Revised Policy 8330, Second Reading-----	Report 16-158	Page 139
▪ Revised Policy 8400, Second Reading-----	Report 16-159	Page 152
▪ Revised Policy 8500, Second Reading-----	Report 16-160	Page 158
▪ Revised Policy 8510, Second Reading-----	Report 16-161	Page 163
▪ Certified Staff New Hire-----	Report 16-162	Page 170
▪ Board Meeting Dates for 2017-2018-----	Report 16-163	Page 171
▪ OEA Tentative Agreement-----	Report 16-164	Page 172
▪ OESPA Tentative Agreement-----	Report 16-165	Page 173
▪ Administrator Tentative Agreement-----	Report 16-166	Page 174
▪ Non-Union Personnel-----	Report 16-167	Page 175

6. For Future Action

▪ Liaison Officer's Contract Renewal-----	Report 16-168	Page 176
▪ MHSAA Membership Resolution-----	Report 16-169	Page 182
▪ Obsolete Material-----	Report 16-170	Page 185
▪ Online Learning Resolution-----	Report 16-171	Page 186
▪ Amendment to Section 125 Plans-----	Report 16-172	Page 189

7. For Information		
▪ Personnel Update-----	Report 16-173	Page 194
▪ Technical Changes to Board Policies-----	Report 16-174	Page 195
8. Public Participation		
9. Board Reports: Board Member Comments/Updates		
10. Upcoming Board Meeting Dates:		
▪ July 24: Regular Board Meeting, 7:00 p.m.		
11. Adjournment:		



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

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.

Timothy Jenc
President



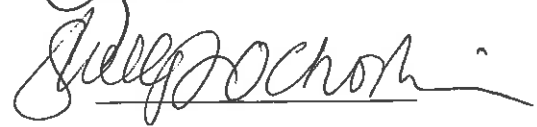
Rick Mowen
Vice-President



Cheryl Paez
Treasurer



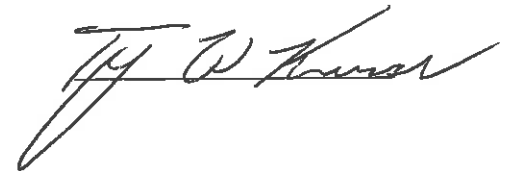
Shelly Ochodnicky
Secretary



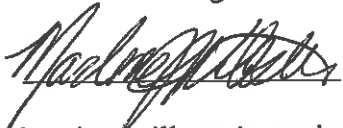
Sara Keyes
Trustee



Ty Krauss
Trustee



Marlene Webster
Trustee



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



OWOSSO PUBLIC SCHOOLS

Ready for the World

Public Participation at Board Meetings

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.

OWOSSO PUBLIC SCHOOLS
Board of Education Special Meeting (RESD) Minutes
May 22, 2017

Report 16-140

President Jenc called the Board of Education Special Meeting (RESD) to order at 7:05 pm. The meeting was held at the Owosso High School, 765 E. North Street, Owosso, MI 48867.

Present: Tim Jenc, Sara Keyes, Ty Krauss, Rick Mowen, Cheryl Paez, Marlene Webster,
 Absent: Shelly Ochodnicki (Motions of the Board of Education that were unanimous did not include Ochodnicki)

Public Participation

President Mowen stated that 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 were 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.

There were no comments from the public.

For Future Action

The Board of Education will be asked to support/disapprove the Shiawassee Regional Education School District 2017-18 budget as presented, and authorize the Superintendent to forward the resolution to the SRESB Board on or before June 1, 2017.

Moved by Paez and supported by Mowen that the Board of Education be asked to adopt the Resolution during its regular meeting to confirm their designation of Rick Mowen to their designated representative of the Owosso Public Schools for the electoral body of the ISD biennial election to be held June 5, 2017 as acted upon at the regular meeting on April 24, 2017 and Tim Jenc as an alternate representative in the event the designated representative is unable to attend. In addition, resolve that the Board direct Mr. Mowen or his alternate to cast a vote on behalf of the Board to the candidates presented for consideration during this meeting. Motion passed unanimously.

Adjournment

Moved by Mowen, supported by Webster to adjourn at 7:07 p.m. Motion carried unanimously.

Minutes recorded by Bev White

Respectfully submitted,

Shelly Ochodnicki, Secretary

OWOSSO PUBLIC SCHOOLS
Board of Education Minutes
May 22, 2017
Report 16-141

President Jenc called the meeting of the Board of Education to order at 7:07 pm. The meeting was held in the media center located at Owosso High School, 765 E. North Street, Owosso, Michigan.

Present: Jenc, Keyes, Krauss, Mowen, Paez, Webster
 Absent: Ochodnicky

Motions of the Board of Education that were unanimous did not include Ochodnicky

Pledge of Allegiance

President Jenc amended the meeting's agenda to add to Building Reports, Representative Ben Frederick to recognize Owosso High School Counselor Pam Kurtz.

Building Reports

As part of the Celebrate Kids! Segment of the meeting, the top 2017 graduates from Owosso High School and Lincoln Alternative High School were recognized for their achievements.

Owosso High School Principal Jeff Phillips stated that it is his pleasure to announce the highest honors graduates for the class of 2017 and also thanked their parents. The top graduates recognized were Dalton Brown, University of Michigan to study Physics and Nutrition; Gabe Gaskin, University of Michigan to study Civil Engineering; Madison Godley, Central Michigan University to study pre-medicine; Grace Gonyou, Michigan State University to study Packaging Engineering; Katelyn Jones, Michigan State University to study Business Administration; Usman Khan, University of Michigan to study Engineering; Sarah Landes, University of Michigan to study Biopsychology, Cognition & Neuroscience, Jay Michels, Michigan State University to study Kinesiology; Nathan Nicevski, Michigan State University to study Engineering; Taylor Porter, Michigan State University; Olivia Reale, Michigan State University to study Business; Heidi Slawson, Michigan State University to study Pre-Medicine; Emily Suggs, Northwood University to study Fashion Merchandising & Marketing and Joseph Vondrasek, Alma College to study Exercise Science. There were two OHS graduates who were unable to attend, Patrick Butcher, Michigan State University to study Journalism and Taylor Cook, University of Akron to study Family & Consumer Science Education.

Lincoln High School Principal Steve Irelan stated there are six top 2017 LHS graduates that were chosen based on their academics, behavior and leadership. Mr. Irelan commented, because of other obligations only one graduate was in attendance, Kyle Carpenter who will be attending Lansing Community College to study Criminal Justice. The top graduates unable to attend include Casey Gurden, Kole Sizemore, Sydney Lavery, Courtney Newman and Jamie Canfield.

Representative Frederick recognized Ms. Pam Kurtz on behalf of the State of Michigan for her outstanding contributions to the High School as a Counselor.

Curriculum Director, Dr. Selleck introduced the International Baccalaureate Coordinators, Mr. Lance Little, District IB Coordinator and Mrs. Sarah Collins, Owosso High School IB Coordinator to present the IB Personal Projects. She expressed her gratitude to Mr. Little and Mrs. Collins for their significant work in providing this great project.

Mr. Lance Little stated the personal project is a project designed for students to take an interest that they have to learn more about it and incorporate what they have learned in the classroom and take high order thinking skills and problem solving skills and put them together in some sort of culminating outcome. It

may be a fundraiser, original works of art, to build something and in each case students have taken something they are passionate about to learn more about it and connect it to what they learned in their coursework. Owosso High School tenth grade students Zack Matousek, Autumn Weir, Emily Rau, Tyler Zietz and Cole Vallie presented information to the Board on their personal projects.

On behalf of Bryant Elementary Principal Steve Brooks, Superintendent Tuttle recognized Gene Davis, Title I Teacher on his retirement. Mr. Davis has worked for Owosso Public Schools for 40 years.

On behalf of Emerson Elementary Principal Terry Sedlar, Superintendent Dr. Tuttle recognized Gloria McCurry, Paraprofessional for 11 years of service to the District.

Owosso Middle School Principal Rich Collins honored Ed King, Assistant Principal for 24 years of service to the District. Marcia Freeman, 6th Grade Teacher was also recognized for her 23 years of service to the District.

Transportation Supervisor Steve DeLong recognized Debbie Reid, Bus Driver for 21 years of service to the District.

Owosso High School Principal Jeff Phillips honored Lynda Cobb, Executive Secretary for 26 years of service to the District.

Food Service Supervisor Michele Prince recognized Joni Westbrook, Food Service Worker for 16 years of service to the District.

Superintendent Tuttle commented, there is over 150 years of service with the retirees that are leaving our District.

Board of Education Student Representative Andrew Pond announced the new EBoard members. Mr. Pond reported, the Eboard is currently working on a dress code issue that was reported by a student to Mrs. Burzmor. They are discussing a Homecoming theme, with the possibility of an 80's theme. June 20th will be a work day for the Eboard, with a luncheon, to provide an opportunity to work together on interclass games. July 12th will be an entire student council work day. Mr. Pond reported he would like to begin a program, which he is very passionate about, called 5M and You. This would involve the Student Council to send care packages to students living at the Safe House. Each year, 5 million are affected by domestic abuse. Mr. Pond reported they are promoting the "All In" theme as presented by speaker Mr. Gonzales.

Board Correspondence

Superintendent Tuttle reported, the past few weeks have been very eventful. She reported at the high school attendance at the Cabaret and Art Walk were very well attended. The senior cook out took place today and the seniors walked the halls of the elementary school they attended.

Lincoln Alternative High School teacher Mrs. Michele Schmitz took her class to Mayo Stars Competition at Delta College and they took top awards. Superintendent Tuttle also reported the Lincoln student exhibits, 'Thoughts Through Photo' at Foster's Coffee was awesome and Vice President Mowen was there.

Superintendent Tuttle thanked Girls on the Run coaches, Jessica Anderson, Terry Leduc, Erin Moreno, Melany Daley and Ashley Porter. Mrs. Verlinde's Kindergarten class at Emerson Elementary has made kindness rocks, with kind messages and will be putting them throughout the community.

Superintendent Tuttle reported Central Elementary Teacher, Mr. Raffaelli is continuing to keep salmon alive and had a live cam of 30 released into the Shiawassee River. There has been a wax museum at all of the elementary schools.

Superintendent Tuttle reported the fourth annual Bryant Scholarship Fund Golf outing was a success raising \$4,000.

Superintendent Tuttle expressed her gratitude to the Rotary who provided the “All In” speaker Mr. Gonzales, who spoke to students at the Middle School, Lincoln and the High School.

Superintendent Tuttle reported the Middle School will be taking 250 students with five or less absences or positive behavior to the Lugnuts game. She also commented the Spring Fling was outstanding and the staff did hair and makeup for the students and also donated dresses.

Superintendent Tuttle reported the next Facilities Exploration Community meeting will be June 12th from 4:30-6:30 p.m. at the high school media center and hoping the committee will come to a consensus to bring a recommendation to the June 26th Board meeting.

Curriculum Director Dr. Kari Selleck reported the CTE Advisory Board meetings were held last Wednesday evening with dinner being served prior to the meeting. She reported it was highly successful. The Culinary Arts participated in a cook-off final challenge where they were given ingredients in a basket and they had to prepare food. The winners received a knife kit and other tools. Mr. John Lowman, from the Wrought Iron Grill invited the winners to meet with the Chef to prepare a menu that will be featured at the Wrought Iron Grill for a week.

Dr. Selleck reported the drone projects are about to get underway and staff members will be trained in using the drones. The Girls in Engineering will be learning to fly the drones at camp beginning June 19th. Dr. Selleck has applied for a grant to purchase another drone and she has just learned that the grant will be awarded in the amount of \$2,500 from the I-69 thumb region.

Dr. Selleck reported the Aeronautics and Aviation Program is expanding. There is a meeting planned for May 31st and an individual from Traverse City will be attending from the Tech Center that is affiliated with Northern Michigan College who is eager to start an Aviation program in this area. At this point we are looking to opening this up to our students and possibly to the county. Mr. Ron Jones, instructor of the girl’s and boy’s aviation club will be attending the meeting and looking at a large grant to start a hyper light all female squad team in Owosso. The hyper light built for that program would be a full size one.

On behalf of Steve Brooks and Shelly Collison, Dr. Selleck spoke on *The Books at Bryant* program. Every Thursday at Bryant Elementary children of the community from age 0-12 are invited to Bryant from 7:00-8:00 p.m. Volunteers participate with the children in an activity and the children receive a free book and ice cream cone. All participants have to do is sign in and by the end of the program they will have an interest in books and take home a free book for every night attended up to a maximum of 12 free books. Dr. Selleck expressed her gratitude to Ms. Collison and Mr. Brooks. Dr. Selleck also commented on a potential partnership with Baker College that is currently in collaborative discussion for additional literacy work to offer some summer training for potential new teachers.

Public Participation

President Jenc stated that 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 were 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.

Olga Quick, parent stated she is affiliated with the Band and Choir and reported they have not had a sufficient number of volunteers for events. She made a request for volunteers, asking individuals to step forward and lead by example urging individuals to volunteer.

For Action

- Moved by Mowen supported by Webster to approve the April 24, 2017 closed session minutes, April 24, 2017 regular Board meeting minutes, current bills, and financials as presented. Motion carried unanimously.
- Moved by Mowen supported by Keyes to accept the bid and authorize the Superintendent to enter into a sinking fund contract with L.A. Construction, Flushing, Michigan not to exceed \$317,460.00 including \$25,000 for contingency for the projects as presented. Vice-President Mowen conducted a roll call vote: Ayes: Webster, Paez, Mowen, Jenc, Keyes, Krauss. Nays: None. Motion carried unanimously.
- Moved by Keyes supported by Mowen to approve the 2017-2018 student handbooks for Bentley Bright Beginnings, elementary, middle and high schools as presented. Motion carried unanimously.
- Moved by Mowen supported by Keyes to renew the contract with PCMI/Willsub for the contract for the fiscal year 2017-18 and authorize the Superintendent to sign the contract on behalf of the District. Motion carried unanimously
- Moved by Webster supported by Mowen to support the Friends of the Shiawassee River with their quest to establish a National Water Trail on the Shiawassee and to ensure access, and potentially, upgrade the launch site behind the Owosso Middle School. Motion carried unanimously.
- Motion by Mowen supported by Keyes to adopt the Resolution to confirm the designation of Rick Mowen to be the designated representative of the Owosso Public Schools for the electoral body of the ISD biennial election to be held June 5, 2017 and Timothy Jenc as an alternative representative in the event Mr. Mowen is unable to attend. Motion carried unanimously.
- Moved by Mowen supported by Jenc to support the Shiawassee Regional Education School District 2017-18 budget as presented and to authorize the superintendent to forward the resolution to the SRESB board on or before June 1, 2017. Motion carried unanimously.
- Moved by Webster supported by Mowen to accept all policy first readings as presented inclusive of revised Bylaw 0168.1, revised Policy 2221, new Policy 2461, revised Policy 2623, revised policy 3120.04, revised Policies 3121 and 4121, replacement Policy 5111.01, new Policy 5111.03 and new Policy 8340, revised Policy 5517.01, revised Policies 5610, 5610.01, revised Policy 7540.02, revised policy 8330, 8400, 8500 and 8510. President Jenc stated all of the policies were presented and reviewed at the May Business Services Subcommittee meeting. Motion carried unanimously.
- Moved by Mowen supported by Webster to approve the hiring of certified staff: Jessica Henry, Owosso Middle School Special Education Teacher and Wallee Keating, Owosso High School Science Teacher as presented. Motion carried unanimously.

For Future Action

- The Board of Education will be asked to authorize the borrowing of an amount pending attorney approval and recommended 2017-18 budget adoption inclusive of “set-aside” notes and in “no set-asides” for operating purposes to eliminate cash flow challenges that result from timing issues related to State Aid payment for the 2016-17 school year. Note: The actual borrowing resolution(s) that is (are) necessary for the Board to pass will be provided on June 26th which will include the attorney approved amount. There will be two resolutions allowing for participation in the traditional School Bond Loan fund and one allowing for competitive rates to be obtained from other qualified financial institutions.
- The Board of Education will be asked to adopt the resolutions presented for the 2017-18 fiscal year budget package for the General fund, School Service and Sinking fund at the June 27, 2017 meeting.

For Information

Superintendent Tuttle shared the most recent personnel update with the Board of Education. Jimmy Valdez has accepted the Custodian II position at Owosso High School. Gloria McCurry, Paraprofessional at Emerson Elementary has submitted her letter of retirement effective at the conclusion of the 2016-2017 school year after 11 years of service with the District. Ms. McCurry was one of the retirees recognized at tonight’s meeting.

Public Participation

Josh Dewley, OEA President urged individuals to contact Representatives Frederick and Senator Rick Jones in regards to the proposed changes in retirement. Mr. Dewley reported the proposed changes move away from any kind of pension and that it will be costly to the state. He commented it does nothing to help with the teacher shortage facing districts and hurts public education.

Board Reports

President Jenc reported he golfed in the Bryant Scholarship fundraiser event, stating it was a great event and Mr. Brooks and his team do a great job.

Trustee Krauss reported he attended all three nights of the Cabaret and extended a great appreciation for Mrs. Nieuwkoop. The volunteers did an excellent job and it was an excellent production.

Trustee Keyes commented she is excited to see what the Facilities Exploration Community Committee bring to the June 26th Board meeting. She extended her appreciation to all of the staff that spend all day with the student, stating it takes a very special person.

Vice-President Mowen expressed his gratitude to the retirees, stating the number of years of service is a tremendous loss to the district. Mr. Mowen attended the legislative breakfast and appreciates Representative Frederick for his attendance. Mr. Mowen spoke of a Lincoln High School classroom assignment event that he attended where students used photographs to show a comparison of Health in Shiawassee County and the students perception. Mr. Mowen spoke highly of the quality photos presented by the students.

Treasurer Paez commended the staff at Emerson Elementary who continued to work during the Oliver Street project.

Trustee Webster commented she is looking forward to commencement week and celebrating students. On Friday morning, May 26th Lincoln is having a monthly breakfast inviting community members to come in to support networking to offer soft skills for job opportunities. The breakfast is open to the public and begins at 7:30 a.m.

Upcoming Meeting Dates

Upcoming Board Meeting Dates:

June 12: Business Services/Strategic Planning & Curriculum Subcommittees, 5:00 & 6:00 pm
(Cancelled)

June 26: Regular Board Meeting and Budget Hearing, 7:00 pm

Important Upcoming Dates:

May 23: Honors Convocation, OHS Auditorium at 7:00 pm

May 23: LHS Lansing Lugnut Trip

May 24: 5th grade Field Meet at OHS

May 24: 4th grade to Lansing Symphony Orchestra

May 25: High School Graduation, Willman Field at 7 pm

May 26: Half day for All Students

May 26: LHS Community Networking Breakfast 7:30 am

May 29: Memorial Day – No School

May 30: LHS Senior Dinner, 5:30 pm

May 31: LHS Graduation, OMS at 7 pm

June 1: Bentley Bright Beginnings Tuition End of Year Celebration– 11:00 am -1:00 pm

June 1: 4th grade Encampment Experience at McCurdy Park

June 2: Elementary Student of the Month celebrations, (8:00 am-Bryant; 8:15 am-Central; 9:15 am-Emerson)

- June 2: Bryant Walk-a-Thon
- June 2: Students in Curwood Parade, 7 pm
- June 5-6: 4th grade to Mackinac Island
- June 7: 5th grade Graduation Celebrations – (6:30 p.m. for Central, 7:00 p.m. for Bryant and Emerson)
- June 8: Kindergarten Celebration at each elementary – (9:00 am-Bryant; 9:30 am for Central and Emerson)
- June 8: Lincoln High School cookout – 10:30 a.m.
- June 8: Last Day for Students – half day

Closed Session

Superintendent Tuttle reported negotiations discussion was not necessary.

Adjournment

Moved by Mowen supported by Paez to adjourn at 8:23 p.m. Motion carried unanimously.

Minutes recorded by Bev White.

Respectfully submitted,

Shelly Ochodnicky, Secretary

OWOSSO PUBLIC SCHOOLS
EXPENDITURE REPORT
MAY 15 - JUNE 18, 2017
REPORT 16-142

CHECK RUN ACTIVITY BY FUND

GENERAL FUND	\$662,169.94
SERVICE FUND	\$61,680.49
SINKING FUND	\$12,780.45

CHECK RUN TOTAL	\$736,630.88
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CREDIT CARD ACTIVITY BY FUND (5/05/17 - 6/05/2017)

GENERAL FUND (MAY ACTIVITY)	\$ 17,212.00
SERVICE FUND (MAY ACTIVITY)	\$ 876.20
ORGANIZATIONAL FUND (MAY ACTIVITY)	\$ 1,294.59

CREDIT CARD TOTAL	\$ 19,382.79
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GORDON FOOD SERVICE ACTIVITY (SERVICE FUND)

PAYMENT 5/16/17	\$ 12,884.09
PAYMENT 5/23/17	\$ 8,623.90
PAYMENT 6/01/17	\$ 12,563.50
PAYMENT 6/09/17	\$ 26,279.56

DIRECT DRAW FROM BANK ACCOUNT	\$ 60,351.05
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PAYROLL (#24) 5/26/2017	\$ 807,701.33
PAYROLL (#25) 6/09/2017	\$ 925,656.21
STABILIZATION PAYMENT - 6/06/2017	\$ 187,841.08

PAYROLL TOTAL	\$ 1,921,198.62
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GRAND TOTAL	\$ 2,737,563.34
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Check Register for Bank Account ID CHEM1

From 05/15/2017 to 06/18/2017

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
095952	05/18/2017	1 Comp	Cleared	05/31/2017 201548 AGNEW SIGNS CO.	ATH/LINTNER/POKER CHIPS	857.86
095953	05/18/2017	1 Comp	Open	000240 AMERICAN SPEEDY PRINTING CENTERS	HS/COBB/GRADUATION TICKETS	170.00
095954	05/18/2017	1 Comp	Cleared	05/31/2017 000278 APPLEBEE OIL COMPANY	TRANS/DELONG/PROPANE	1,391.16
095955	05/18/2017	1 Comp	Cleared	05/31/2017 000300 ARGUS-PRESS CO.	ADM/THOMPSON/ADVERTISING	2,187.00
095956	05/18/2017	1 Comp	Cleared	05/31/2017 007876 CAPSTONE CLASSROOM	CE/BINGER/BOOKS	1,602.41
095957	05/18/2017	1 Comp	Cleared	05/31/2017 007465 CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORM RENTAL	117.00
095958	05/18/2017	1 Comp	Cleared	05/31/2017 101784 COBB, LYNDA	HS/COBB/REWARDS	50.00
095959	05/18/2017	1 Comp	Cleared	05/31/2017 004065 CONRAD, CHRIS	OPER/CONRAD/MILEAGE	65.57
095960	05/18/2017	1 Comp	Cleared	05/31/2017 001202 CONSUMERS ENERGY	UTIL/GAS&ELEC/APRIL 2017	33,833.22
095961	05/18/2017	1 Comp	Cleared	05/31/2017 000124 CONTROL SOLUTIONS INC.	OPER/KLAPKO/HVAC WORK	303.06
095962	05/18/2017	1 Comp	Cleared	05/31/2017 008189 CONVERGENT TECHNOLOGY PARTNERS	APRIL E-RATE SERVICES	783.75
095963	05/18/2017	1 Comp	Cleared	05/31/2017 005726 CROOKED TREE NURSERY, LLC	OPER/KLAPKO/MULCH	753.38
095964	05/18/2017	1 Comp	Cleared	05/31/2017 100455 D & G EQUIPMENT INC.	OPER/KLAPKO/MOWER PARTS	91.48
095965	05/18/2017	1 Comp	Cleared	05/31/2017 001410 DALTON ELEVATOR	OPER/KLAPKO/WELDING SUPPLI	45.00
095966	05/18/2017	1 Comp	Cleared	05/31/2017 008221 FLOORSOURCE WHOLESALE & SUPPLY	ATH/LINTNER/DELIVERY CHARG	49.00
095967	05/18/2017	1 Comp	Cleared	05/31/2017 002916 GCR TIRE CENTER	TRANS/DELONG/TIRES	1,542.04
095968	05/18/2017	1 Comp	Cleared	05/31/2017 002330 GENESEE INTER.SCHOOL DISTRICT	HS/D CLEVINGER/HIV CONF	25.00
095969	05/18/2017	1 Comp	Cleared	05/31/2017 002390 GILBERT'S DO IT BEST HARDWARE	OPER/KLAPKO/SUPPLIES	860.64
095970	05/18/2017	1 Comp	Cleared	05/31/2017 005775 HAWK HOLLOW GOLF COURSE	ATH/SMITH/5-23 GOLF ENTRY	250.00
095971	05/18/2017	1 Comp	Cleared	05/31/2017 002962 INDUSTRIAL SUPPLY OF OWOSSO INC.	OHS/SELLECK/SANDER-PLANER	10,995.00
095972	05/18/2017	1 Comp	Cleared	05/31/2017 008220 J & H OIL CO.	OPER/KLAPKO/FUEL	542.20
095973	05/18/2017	1 Comp	Cleared	05/31/2017 001884 JONES SCHOOL SUPPLY	BR/BROOKS/CERTIFICATES	234.63
095974	05/18/2017	1 Comp	Cleared	05/31/2017 003448 LOCKER ROOM & TROPHY PLACE	HS/COBB/ASSEMBLY PLAQUES	491.75
095975	05/18/2017	1 Comp	Cleared	05/31/2017 003600 MARSHALL MUSIC COMPANY INC.	HS/SCHLEGEL/MUSIC	469.19
095976	05/18/2017	1 Comp	Cleared	05/31/2017 004121 NAPA AUTO PARTS	OPER/KLAPKO/REPAIR PARTS	6.57
095977	05/18/2017	1 Comp	Cleared	05/31/2017 004600 OPS FOOD SERVICE FUND	BB/ROWELL/BREAKFAST	254.67
095978	05/18/2017	1 Comp	Cleared	05/31/2017 004652 PCMI - WEST	BB/ROWELL/STAFF PAYMENT	13,155.72
095979	05/18/2017	1 Comp	Cleared	05/31/2017 004790 FITNEY BOWES	HS/PILON/POSTAGE	1,600.00
095980	05/18/2017	1 Comp	Cleared	05/31/2017 100135 QUILL CORPORATION	ADM/SMITH/SUPPLIES	400.19
095981	05/18/2017	1 Comp	Void	06/19/2017 007873 ROWLEYS WHOLESALE	TRANS/DELONG/OIL	824.78
095982	05/18/2017	1 Comp	Cleared	05/31/2017 100336 SAMSON, LINDA	OPER/SAMSON/BLADE SHARPENI	2.00
095983	05/18/2017	1 Comp	Cleared	05/31/2017 005420 SCHOOL SPECIALTY INC.	EM/NIDEFSKI/SUPPLIES	5,839.64
095984	05/18/2017	1 Comp	Cleared	05/31/2017 006634 SCREENVISION DIRECT	ADM/THOMPSON/ADVERTISING	188.00
095985	05/18/2017	1 Comp	Cleared	05/31/2017 005520 SECURITY ALARM COMPANY INC.	OPER/KLAPKO/ALARM REPAIR	1,410.25
095986	05/18/2017	1 Comp	Cleared	05/31/2017 005625 SHILAWASSEE RESD	4/9-4/22/17 SUB REIMBURSEM	38,626.07
095987	05/18/2017	1 Comp	Open	007331 SLOAN'S SEPTIC TANK SERVICE	ATH/SMITH/RENTAL	595.00
095988	05/18/2017	1 Comp	Open	101518 ST. JOHNS HIGH SCHOOL	ATH/SMITH/REGIONAL GOLF	150.00
095989	05/18/2017	1 Comp	Cleared	05/31/2017 007580 SUMDOG	EM/GREKO/SUBSCRIPTION	90.00
095990	05/18/2017	1 Comp	Open	004732 TEW, FRANK	ATH/SMITH/MILEAGE	47.08
095991	05/18/2017	1 Comp	Cleared	05/31/2017 007812 ULINE	OPER/SAMSON/MAIL BAGS	152.68
095992	05/18/2017	1 Comp	Cleared	05/31/2017 100267 UNUM LIFE INSURANCE	JUNE 2017 BILL/GF STAFF	1,288.71
095993	05/18/2017	1 Comp	Cleared	05/31/2017 100267 UNUM LIFE INSURANCE	JUNE 2017 BILL/ADMIN STAFF	1,129.65
095994	05/18/2017	1 Comp	Cleared	05/31/2017 005709 WILSON, CLARK	HS/CLARK/MATH SUPPLIES	13.14
095995	05/25/2017	1 Comp	Open	006502 ACCO BRANDS USA	BR/BROOKS/LAMINATING FILM	145.20
095996	05/25/2017	1 Comp	Cleared	05/31/2017 000810 CAROLINA BIOLOGICAL SUPPLY CO.	OHS/DORMAN/SUPPLIES	164.93
095997	05/25/2017	1 Comp	Cleared	05/31/2017 003516 DIGNAN, LINDA	MS/DIGNAN/SUPPLIES	86.20
095998	05/25/2017	1 Comp	Cleared	05/31/2017 002155 FLINN SCIENTIFIC INC.	OHS/DORMAN/BOOKS	138.45
095999	05/25/2017	1 Comp	Open	006197 FRONTIER	UTIL/PHONE SVC/MAY 2017	2,182.62
096000	05/25/2017	1 Comp	Cleared	05/31/2017 006861 GRAHAM, ANGELA	EM/GRAHAM/CONF MILEAGE	21.61
096001	05/25/2017	1 Comp	Cleared	05/31/2017 000070 H. K. ALLEN PAPER COMPANY	CE/KLAPKO/FACIAL TISSUE	1,318.85
096002	05/25/2017	1 Comp	Cleared	05/31/2017 002962 INDUSTRIAL SUPPLY OF OWOSSO INC.	OHS/B SMITH/DRILL/ROUTER	1,251.00
096003	05/25/2017	1 Comp	Open	003080 JOHNNY MAC'S SPORTING GOODS	OHS/SMITH/VAULTING POLE	580.00
096004	05/25/2017	1 Comp	Open	002241 KELLEY, ELIZABETH	LHS/IRELAN/SENIOR GIFTS	14.01
096005	05/25/2017	1 Comp	Cleared	05/31/2017 003600 MARSHALL MUSIC COMPANY INC.	MS/TOLRUD/CREDIT	4,193.08

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096006	05/25/2017	1	Comp Open	003780 MESSA	JUNE 2017 BILL/TEACHERS	216,857.64
096007	05/25/2017	1	Comp Open	003780 MESSA	JUNE 2017 BILL/OESPA STAFF	52,105.32
096008	05/25/2017	1	Comp Open	003780 MESSA	JUNE 2017 BILL/NON-UNION S	19,480.23
096009	05/25/2017	1	Comp Open	003780 MESSA	JUNE 2017 BILL/ADMIN STAFF	26,886.19
096010	05/25/2017	1	Comp Cleared 05/31/2017	003756 MICHIGAN COMPANY, INC.	OPER/KLAPKO/CUSTODIAL SUPP	97.26
096011	05/25/2017	1	Comp Cleared 05/31/2017	004600 OPS FOOD SERVICE FUND	HS/COBB/SENIOR PICNIC	685.08
096012	05/25/2017	1	Comp Cleared 05/31/2017	001705 PHILLIPS, JEFF	HS/PHILLIPS/MILEAGE	36.92
096013	05/25/2017	1	Comp Open	100135 QUILL CORPORATION	LHS/IRELAND/SUPPLIES	244.67
096014	05/25/2017	1	Comp Cleared 05/31/2017	005310 SARGENT-WELCH	HS/DORMAN/SUPPLIES	51.68
096015	05/25/2017	1	Comp Cleared 05/31/2017	005420 SCHOOL SPECIALTY INC.	BR/BRUCKMAN JUDY CLOCK	1,548.65
096016	05/25/2017	1	Comp Cleared 05/31/2017	100017 SET-SEG	JUNE 2017 BILL/GF STAFF	5,944.23
096017	05/25/2017	1	Comp Open	005625 SHIAWASSEE RESD	EM/SEDLAR/BAR CODES	5,466.15
096018	05/25/2017	1	Comp Cleared 05/31/2017	008003 YOHO, CARRIE	ADM/YOHO/CONF MILEAGE	190.46
096019	05/30/2017	2	Comp Open	007392 THE EMERALD GOLF COURSE	HS/OWENS/GOLF ENTRY	150.00
096020	05/31/2017	2	Comp Open	007900 PROJECT LAKEWELL	CE/SPIELMAN/ENCAMPMENT	1,400.00
096021	05/31/2017	2	Comp Open	008262 RENT A RAMBLING NATURALIST	CE/SPIELMAN/ENCAMPMENT	479.33
096022	06/01/2017	1	Comp Open	101548 AGNEW SIGNS CO.	OPER/KLAPKO/COMMENCEMENT B	295.00
096023	06/01/2017	1	Comp Open	008064 ALMAN, SHIRLEY	2013 941 REFUND	3.02
096024	06/01/2017	1	Comp Open	000240 AMERICAN SPEEDY PRINTING CENTERS	LHS/PARSONS/GRADUATION	165.00
096025	06/01/2017	1	Comp Open	008267 ATHERTON ROAD SALES	OPER/KLAPKO/EQUIP MAINT	208.94
096026	06/01/2017	1	Comp Open	006495 BAUGHMAN, DEB	LHS/IRELAN/REACH HIGHER	31.47
096027	06/01/2017	1	Comp Open	007956 BIO-RAD	OHS/DORMAN/KITS	353.00
096028	06/01/2017	1	Comp Open	100907 BURNS, LINDA	2013 941 REFUND	20.01
096029	06/01/2017	1	Comp Open	008002 CF GEAR	OHS/KURT/FLASH DRIVES	679.00
096030	06/01/2017	1	Comp Open	008076 CHASE, LINDA	2013 941 REFUND	0.74
096031	06/01/2017	1	Comp Open	006077 CHERYL LYNN BARTON	COMM ED INSTRUCTOR PAYMENT	616.00
096032	06/01/2017	1	Comp Open	007465 CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORM RENT	117.00
096033	06/01/2017	1	Comp Open	008128 CLEVINGER, DAN	HS ATHL/SMITH/GAME WORKERS	20.00
096034	06/01/2017	1	Comp Open	008016 CRANSHAW, PAULINE	OPER/CRANSHAW/MILEAGE	22.26
096035	06/01/2017	1	Comp Open	100455 D & G EQUIPMENT INC.	OPER/KLAPKO/PARTS	580.44
096036	06/01/2017	1	Comp Open	003516 DIGNAN, LINDA	2013 941 REFUND	8.54
096037	06/01/2017	1	Comp Open	002155 FLINN SCIENTIFIC INC.	OHS/DORMAN/BALANCE/PHTOMET	1,553.81
096038	06/01/2017	1	Comp Open	002966 FRED FERNETTE	OPER/FERNETTE/MILEAGE	23.11
096039	06/01/2017	1	Comp Open	008099 GAWLIK, TERRI JO	2013 941 REFUND	2.26
096040	06/01/2017	1	Comp Open	004253 GOETZINGER, ALLAN	ATH/SMITH/GAME WORKER	150.00
096041	06/01/2017	1	Comp Open	002125 GOVCONNECTION, INC	ADM/WATSON/TRANSCIEIVER	167.82
096042	06/01/2017	1	Comp Open	000070 H. K. ALLEN PAPER COMPANY	OPER/KLAPKO/CUSTODIAL SUPP	1,220.20
096043	06/01/2017	1	Comp Open	002973 HANKERD SPORTSWEAR	ALT/GREGORY/UNIFORMS	726.00
096044	06/01/2017	1	Comp Open	007857 HORAK, DAMN	2013 941 REFUND	4.39
096045	06/01/2017	1	Comp Open	000495 HOWES, CHARLIE W.	2013 941 REFUND	160.39
096046	06/01/2017	1	Comp Open	004179 HRNCHARIK, GARY	2013 941 REFUND	3.84
096047	06/01/2017	1	Comp Open	007211 HUGHES, AARON	2013 941 REFUND	12.50
096048	06/01/2017	1	Comp Open	008220 J & H OIL CO.	TRANS/DBLONG/OIL	1,172.50
096049	06/01/2017	1	Comp Open	003080 JOHNNY MAC'S SPORTING GOODS	ATH/SMITH/FOOTBALL SHIRTS	3,907.96
096050	06/01/2017	1	Comp Open	005463 JOSTENS	LHS/PARSONS/DIPLOMAS	49.59
096051	06/01/2017	1	Comp Open	005463 JOSTENS	ALT/PARSONS/CAP&GOWNS	726.23
096052	06/01/2017	1	Comp Open	004702 KIMBLE, DAVE	ATH/SMITH/GAME WORKER	50.00
096053	06/01/2017	1	Comp Open	102408 LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/BATHROOM CLEAN	4,727.43
096054	06/01/2017	1	Comp Open	000569 LASKOWSKI, TERESA	REISSUE CHECK #093183	20.00
096055	06/01/2017	1	Comp Open	101186 LLOYD MILLER & SONS INC.	OPER/KLAPKO/MOWER TIRE	74.57
096056	06/01/2017	1	Comp Open	003448 LOCKER ROOM & TROPHY PLACE	HS/COBB/HONORS	345.55
096057	06/01/2017	1	Comp Open	002109 LUDINGTON ELECTRIC INC.	OPER/KLAPKO/ELECTRICAL WOR	447.49
096058	06/01/2017	1	Comp Open	008126 MANLEY, KAYLA	ATH/SMITH/GAME WORKER	50.00
096059	06/01/2017	1	Comp Open	007158 MOMAR, INCORPORATED	OPER/KLAPKO/BOILER PROTECT	290.00

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096060	06/01/2017	1	Comp Open	004121 NAPA AUTO PARTS	OPER/KLAPKO/REPAIR PARTS	304.60
096061	06/01/2017	1	Comp Open	002096 NELSON, AMANDA	2013 941 REFUND	3.86
096062	06/01/2017	1	Comp Open	100001 OFFICE DEPOT INC.	BR/HARTNAGLE/BOY SUPPLIES	569.36
096063	06/01/2017	1	Comp Open	007851 OREILLY AUTO PARTS	OPER/KLAPKO/COMPRESSOR PAC	17.98
096064	06/01/2017	1	Comp Open	000340 OSMAR, JERRI LYNN	2013 941 REFUND	159.70
096065	06/01/2017	1	Comp Open	004652 PCMI - WEST	BB STAFF PAYMENT	13,087.25
096066	06/01/2017	1	Comp Open	003349 PENTILLA, HADLEY	2013 941 REFUND	74.47
096067	06/01/2017	1	Comp Open	101833 PERRY PUBLIC SCHOOLS	ATH/SMITH/5-6 GOLF ENTRY	200.00
096068	06/01/2017	1	Comp Open	100362 PLANK ROAD PUBLISHING INC.	CE/HOWARD/RECORDER BELTS,	244.37
096069	06/01/2017	1	Comp Open	004860 POSTMASTER	BR/BRYANT/STAMPS	245.00
096070	06/01/2017	1	Comp Open	100135 QUILL CORPORATION	EM/NIDEFSKI/MARKERS/PENS	963.04
096071	06/01/2017	1	Comp Open	008266 RAU, EMILY	ATH/SMITH/GAME WORKER	60.00
096072	06/01/2017	1	Comp Open	005140 RIRGLE PRESS, INC.	BR/HARTNAGLE/PLANNING BOOK	128.17
096073	06/01/2017	1	Comp Open	100336 SAMSON, LINDA	OPER/SAMSON/BLADE SHARPENE	2.00
096074	06/01/2017	1	Comp Open	007867 SAVAGE, ANDREA	2013 941 REFUND	0.99
096075	06/01/2017	1	Comp Open	007226 SCHERER, LISA	2013 941 REFUND	10.41
096076	06/01/2017	1	Comp Open	003319 SCHMITZ, MICHELE	LHS/SCHMITZ/SUPPLIES	75.87
096077	06/01/2017	1	Comp Open	005420 SCHOOL SPECIALTY INC.	OMS/DIGNAN/OFFICESUPPLIES	632.24
096078	06/01/2017	1	Comp Open	002661 SHIA. AREA TRANSPORTATION AGENCY	BR/BROOKS/TOKENS	180.00
096079	06/01/2017	1	Comp Open	005625 SHIAWASSEE RESD	5/7-5/20 SUB RRIMBURSEMENT	20,873.80
096080	06/01/2017	1	Comp Open	004067 SOMAND-WILSON, ROSEMARY	2013 941 REFUND	160.50
096081	06/01/2017	1	Comp Open	008265 SOVIS, MORISSA	ATH/SMITH/GAME WORKER	185.00
096082	06/01/2017	1	Comp Open	007117 SOWASH, KRISTA	2013 941 REFUND	0.31
096083	06/01/2017	1	Comp Open	007582 STAUFFER, STEPHEN	REISSUE CHECK # 093431	32.26
096084	06/01/2017	1	Comp Open	007400 STERK, JORDAN	REISSUE CHECK # 093628	11.97
096085	06/01/2017	1	Comp Open	006034 STREET, ANDY LEE	2013 941 REFUND	0.73
096086	06/01/2017	1	Comp Open	008035 STREET, VALERIE	2013 941 REFUND	0.95
096087	06/01/2017	1	Comp Open	004744 SUDALL, KEN	ATH/SMITH/SCHEDULING	60.00
096088	06/01/2017	1	Comp Open	101137 TO THE ESTATE OF THOMAS HARKEMA	2013 941 REFUND	184.52
096089	06/01/2017	1	Comp Open	001119 UNITED PARCEL SERVICE	MONTHLY INVOICE	19.28
096090	06/01/2017	1	Comp Open	101592 UNITED STATES TREASURY	941 QTR 1 SICK PAY	295.70
096091	06/01/2017	1	Comp Open	003604 VISION SOLUTIONS	HS ATH/SMITH/BANNERS	216.00
096092	06/01/2017	1	Comp Open	008264 VONDRASEK, MEGAN	ATH/SMITH/GAME MANAGEMENT	220.00
096093	06/01/2017	1	Comp Open	007985 WATSON, JOE	ADM/WATSON/MILEAGE	78.85
096094	06/08/2017	1	Comp Open	000278 APPLEBEE OIL COMPANY	TRANS/DELONG/PROPANE	1,914.18
096095	06/08/2017	1	Comp Open	000300 ARGUS-PRESS CO.	ADM/THOMPSON/ADVERTISING	2,916.00
096096	06/08/2017	1	Comp Open	008268 AUE, HARTMAN	ATH/SMITH/GAME WORKER	30.00
096097	06/08/2017	1	Comp Open	007188 BAILEY, STEPHANIE	BB/OVERPAYMENT REFUND	6.79
096098	06/08/2017	1	Comp Open	005935 BP CANADA ENERGY MARKETING GROUP	UTIL/GAS&ELEC/NATURAL GAS	4,006.13
096099	06/08/2017	1	Comp Open	000810 CAROLINA BIOLOGICAL SUPPLY CO.	OHS/DORMAN/SUPPLIES	294.83
096100	06/08/2017	1	Comp Open	003302 CDW GOVERNMENT, INC.	ADM/MILLER/LICENSE	13,968.51
096101	06/08/2017	1	Comp Open	001020 CHREST SUPPLY COMPANY	OPER/KLAPKO/PLUMBING SUPP	5.30
096102	06/08/2017	1	Comp Open	007465 CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORM RENT	63.09
096103	06/08/2017	1	Comp Open	005726 CROOKED TREE NURSERY, LLC	OPER/KLAPKO/MULCH	407.88
096104	06/08/2017	1	Comp Open	000558 ENERGY MANAGEMENT SOLUTIONS LLC	MONTHLY GAS MANAGEMENT	315.00
096105	06/08/2017	1	Comp Open	001821 FISHER SCIENTIFIC	OHS/KRUEGER/KITS	511.93
096106	06/08/2017	1	Comp Open	002916 GCR TIRE CENTER	TRANS/DELONG/TIRES	888.00
096107	06/08/2017	1	Comp Open	007449 GIER-HELVIE, MELISSA	BB/GIER-HELVIE/MILEAGE	127.01
096108	06/08/2017	1	Comp Open	007318 GREATER LANSING HONOR ROLL	ATH/SMITH/FIELD MEET	50.00
096109	06/08/2017	1	Comp Open	000070 H. K. ALLEN PAPER COMPANY	OPER/KLAPKO/ENZYME	450.00
096110	06/08/2017	1	Comp Open	005183 HASSELBRING CLARK	ADM COPIER LEASE	33.87
096111	06/08/2017	1	Comp Open	006722 HUMPHREYS, CASSANDRA	BB/HUMPHREYS/MILEAGE	64.25
096112	06/08/2017	1	Comp Open	002959 INDEPENDENT AD-VISOR INC.	ADM/THOMPSON/INDEPENDENT	535.00
096113	06/08/2017	1	Comp Open	008220 J & H OIL CO.	OPER/KLAPKO/FUEL	504.39

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096114	06/08/2017	1	Comp Open	004730 J. W. PEPPER & SON INC.	HS/SCHLEGEL/MUSIC	28.22
096115	06/08/2017	1	Comp Open	007104 KLAPKO, JOHN	OPER/KLAPKO/MILEAGE	181.47
096116	06/08/2017	1	Comp Open	102408 LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/CUSTODIAL SUPP	210.76
096117	06/08/2017	1	Comp Open	101186 LLOYD MILLER & SONS INC.	OPER/KLAPKO/MOWER PARTS	182.16
096118	06/08/2017	1	Comp Open	003600 MARSHALL MUSIC COMPANY INC.	OHS/SCHLEGEL/REPAIRS	66.60
096119	06/08/2017	1	Comp Open	006689 MERIDIAN SCREEN PRINTING	ALT/PARSONS/T-SHIRTS	309.05
096120	06/08/2017	1	Comp Open	008245 MOSYMAX	EM/GREKO/SUBSCRIPTION	99.00
096121	06/08/2017	1	Comp Open	007866 MORGAN, LOIS REINIE	BB/MORGAN/MILEAGE	81.80
096122	06/08/2017	1	Comp Open	100001 OFFICE DEPOT INC.	ADM/AYMOR/TONER	165.85
096123	06/08/2017	1	Comp Open	004600 OPS FOOD SERVICE FUND	BR/BROOKS/MOMS&MUFFINS	945.10
096124	06/08/2017	1	Comp Open	001856 OWENS, DAVID	HS/OWENS/REGIONAL PRACTICE	140.00
096125	06/08/2017	1	Comp Open	100135 QUILL CORPORATION	OHS/LASKOWSKI/SUPPLIES	506.74
096126	06/08/2017	1	Comp Open	000323 ROTARY CLUB OF OWOSSO	HS/PHILLIPS/MAY 17 DUES	245.50
096127	06/08/2017	1	Comp Open	005420 SCHOOL SPECIALTY INC.	EM/NIDEFSKI/SUPPLIES	1,116.62
096128	06/08/2017	1	Comp Open	100017 SET-SEG	2017 ACA TRACKING	5,940.00
096129	06/08/2017	1	Comp Open	005625 SHIAWASSEE RESD	ADM/BUS DRIVER TESTING	1,572.00
096130	06/08/2017	1	Comp Open	005677 SPI INNOVATIONS INC	ADM/WATSON/TECHNOLOGY SUPP	1,194.00
096131	06/08/2017	1	Comp Open	001704 SUNBURST GARDENS INC.	OPER/KLAPKO/MULCH	35.00
096132	06/08/2017	1	Comp Open	101336 TOLRUD, MICHAEL	MS/TOLRUD/MILEAGE	161.91
096133	06/08/2017	1	Comp Open	007457 US BANK EQUIPMENT FINANCE	LEASE PAYMENT JUNE 2017	2,132.95
096134	06/08/2017	1	Comp Open	006510 VALLEY LUMBER COMPANY	OPER/KLAPKO/DUGOUT MATERIA	112.38
096135	06/08/2017	1	Comp Open	102233 VANHORN, TAMERA	BB/VANHORN/MILEAGE	32.90
096136	06/08/2017	1	Comp Open	006630 WARD'S NATURAL SCIENCE	OHS/GERSTLER/SPECIMEN&BAGS	1,310.10
096137	06/08/2017	1	Comp Open	006511 WASTE MANAGEMENT OF FLINT	UTIL/TRASH SVC/JUNE 2017	1,882.92
096138	06/08/2017	1	Comp Open	006882 WHEELER, JEREMY	ADM/WHEELER/MILEAGE	108.17
096139	06/08/2017	1	Comp Open	002238 WHITE, BEVERLY	ADM/WHITE/REIMBURSEMENT	56.00
096140	06/08/2017	1	Comp Open	006845 WIN'S CORPORATE OFFICE	OPER/KLAPKO/ELECTRICAL SUP	84.71
096141	06/08/2017	1	Comp Open	001266 WOLVERINE SIGN WORKS INC.	ADM/ADVERTISING	2,017.00
096142	06/12/2017	2	Comp Void	06/12/2017 008193 GLADSTONE PRINTING	OHS/BELLECK/BANNERS	1,119.00
096143	06/12/2017	2	Comp Open	100333 K-LOG COMPANY	OHS/SCHNEIDER/CABINETS	21,156.00
096144	06/12/2017	2	Comp Open	008193 GLADSTONE PRINTING	OHS/SELLECK/BANNERS	657.00
096145	06/14/2017	2	Comp Open	008273 EDWARD JONES	SEDLAR CONTRIBUTION	211.53
096146	06/15/2017	1	Comp Open	006495 BAUGHMAN, DEB	ALT/BAUGHMAN/SUPPLIES	14.00
096147	06/15/2017	1	Comp Open	007730 BAUMDRAHER, JESSA	COMM ED LIFE GUARD	157.25
096148	06/15/2017	1	Comp Open	100938 BRUCKMAN'S MOVING & STORAGE	OPER/KLAPKO/MOVING BOXES	450.00
096149	06/15/2017	1	Comp Open	003794 BRYANT ELEMENTARY	BR/BROOKS/CA60 MAILING	12.86
096150	06/15/2017	1	Comp Open	008275 CARPENTER, KYLE	ALT/CARPENTER/SCHOLARSHIP	500.00
096151	06/15/2017	1	Comp Open	007465 CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORM RENT	63.09
096152	06/15/2017	1	Comp Open	008016 CRANSHAW, PAULINE	OPER/CRANSHAW/MILEAGE	17.80
096153	06/15/2017	1	Comp Open	003248 CRYSTAL CLEAN WATER	ADM/WATER	52.00
096154	06/15/2017	1	Comp Open	100455 D & G EQUIPMENT INC.	OPER/KLAPKO/GROUNDS SUPP	1,227.02
096155	06/15/2017	1	Comp Open	007515 DANIELLE LAB	COMM ED INSTRUCTOR PAYMENT	498.60
096156	06/15/2017	1	Comp Open	102034 DELL MARKETING, L.P.	TECHNOLOGY/WATSON/SERVER	14,210.33
096157	06/15/2017	1	Comp Open	001821 FISHER SCIENTIFIC	OHS/KRUEGER/KITS	22.25
096158	06/15/2017	1	Comp Open	002966 FRED FERNETTE	OPER/FERNETTE/MILEAGE	12.71
096159	06/15/2017	1	Comp Open	004741 GLASRA	ATH/LINTNER/ASSIGNER FEE	9.00
096160	06/15/2017	1	Comp Open	006696 I60 MEDIA	ADM/SMITH/ENVELOPES	107.00
096161	06/15/2017	1	Comp Open	004013 IMAGELINE PRODUCTIONS	BR/BROOKS/SUMMER READING	80.00
096162	06/15/2017	1	Comp Open	005929 IRELAN, STEVE	ALT/IRELAN/SUPPLIES	297.24
096163	06/15/2017	1	Comp Open	008274 LAVERY, SYDNEY	ALT/LAVERY/SCHOLARSHIP	500.00
096164	06/15/2017	1	Comp Open	007397 MALLORY IRELAN	COMM ED LIFE GUARD	272.00
096165	06/15/2017	1	Comp Open	003756 MICHIGAN COMPANY, INC.	OPER/KLAPKO/CUSTODIAL SUPP	34.32
096166	06/15/2017	1	Comp Open	007971 MID AMERICA ADMIN	JAN/FEB/MAR 17 ADMIN FEES	517.70
096167	06/15/2017	1	Comp Open	004121 NAPA AUTO PARTS	OPER/KLAPKO/BATTERY TERMIN	2.90

Check Register for Bank Account ID CHEM1

From 05/15/2017 to 06/18/2017

From Check First to Last

Check#	Date	Run Type Status	Vendor Name	Invoice Description	Amount
096168	06/15/2017	1 Comp Open	007718 NATALIE TAYLOR	COMM ED LIFE GUARD	97.75
096169	06/15/2017	1 Comp Open	002093 NECLA INC.	BOARD POLICY UPDATES	1,225.00
096170	06/15/2017	1 Comp Open	100001 OFFICE DEPOT INC.	BR/HARTNAGLE/EOY SUPPLIES	420.02
096171	06/15/2017	1 Comp Open	001018 OMER, JULIE	ADM/OMER/CONF MILEAGE	39.12
096172	06/15/2017	1 Comp Open	008122 OP AQUATICS-LANSING	OPER/KLAPKO/POOL CHEMICALS	52.00
096173	06/15/2017	1 Comp Open	004600 OPS FOOD SERVICE FUND	ALT/PARSONS/PICNIC	80.00
096174	06/15/2017	1 Comp Open	004570 OWOSSO H.S. ORGANIZATION ACCT.	ADM/SMITH/SKILLS USA REIMB	376.00
096175	06/15/2017	1 Comp Open	004652 PCMI - WEST	BB STAFF PAYMENT	29,055.34
096176	06/15/2017	1 Comp Open	004750 FERMA-BOUND	CE/KLINE/BOOKS FOR MEDIA C	318.47
096177	06/15/2017	1 Comp Open	004860 POSTMASTER	BR/BROOKS/SUMMER SCHOOL PO	136.00
096178	06/15/2017	1 Comp Open	004860 POSTMASTER	MS/KNIGHT/STAMPS	392.00
096179	06/15/2017	1 Comp Open	100135 QUILL CORPORATION	EM/NIDEFSKI/MARKERS/PENS	58.54
096180	06/15/2017	1 Comp Open	005420 SCHOOL SPECIALTY INC.	EM/ELLIS/SUPPLIES	196.71
096181	06/15/2017	1 Comp Open	006634 SCREENVISION DIRECT	ADM/THOMPSON/ADVERTISING	188.00
096182	06/15/2017	1 Comp Open	005520 SECURITY ALARM COMPANY INC.	OPER/KLAPKO/ALARM MONITORI	1,497.84
096183	06/15/2017	1 Comp Open	005625 SHIAWASSEE RESD	5/21-6/3 SUB REIMBURSEMENT	16,146.93
096184	06/15/2017	1 Comp Open	007985 WATSON, JOE	ADM/WATSON/SUPPLIES	9.84
096185	06/15/2017	1 Comp Open	008117 WILHELM, MADDIE	COMM ED LIFE GUARD	102.00
CHECK TOTAL					664,113.72
LESS VOIDS					1,943.78
GRAND TOTAL					662,169.94

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	180	524,743.91	Computer	232	662,169.94
Cleared	52	137,426.03	Prepaid		
Void	2	1,943.78			
Scratch					
TOTAL		234	664,113.72	TOTAL 232 662,169.94	

Check Register for Bank Account ID SERVIC

From 05/15/2017 to 06/18/2017

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount	
006985	05/18/2017	1 Comp	Open	004621 AUNT MILLIE'S BAKERIES	FS/PRINCE/FOOD PURCHASE	885.23	
006986	05/18/2017	1 Comp	Open	007480 BANANA BROTHERS PRODUCE	FS/PRINCE/FOOD PURCHASE	18,901.73	
006987	05/18/2017	1 Comp	Open	007965 BELLINGAR SPECIALTY MEATS	FS/PRINCE/FOOD PURCHASE	81.73	
006988	05/18/2017	1 Comp	Open	008258 GREAT LAKES COCA-COLA DISTRIBUTI	FS/PRINCE/FOOD PURCHASE	1,512.96	
006989	05/18/2017	1 Comp	Open	008220 J & H OIL CO.	FS/KLAPKO/FUEL	110.97	
006990	05/18/2017	1 Comp	Open	003807 PRAIRIE FARMS DAIRY	FS/PRINCE/FOOD PURCHASE	12,313.66	
006991	05/18/2017	1 Comp	Open	100267 UNUM LIFE INSURANCE	JUNE 17 BILL/FS STAFF	50.42	
006992	05/25/2017	1 Comp	Open	004621 AUNT MILLIE'S BAKERIES	FS/PRINCE/FOOD PURCHASE	257.30	
006993	05/25/2017	1 Comp	Open	007480 BANANA BROTHERS PRODUCE	FS/PRINCE/FOOD PURCHASE	7,509.25	
006994	05/25/2017	1 Comp	Open	007965 BELLINGAR SPECIALTY MEATS	FS/PRINCE/FOOD PURCHASE	187.26	
006995	05/25/2017	1 Comp	Open	003780 MESSA	JUNE 2017 BILL/FS STAFF	962.66	
006996	05/25/2017	1 Comp	Open	004354 MILLS REFRIGERATION, INC.	FS/PRINCE/EQUIP REPAIR	175.00	
006997	05/25/2017	1 Comp	Open	008261 PARKER, SANDY	FS/REFUND	58.10	
006998	05/25/2017	1 Comp	Open	003807 PRAIRIE FARMS DAIRY	FS/PRINCE/FOOD PURCHASE	3,478.95	
006999	05/25/2017	1 Comp	Open	100017 SET-SEG	JUNE 2017 BILL/FS STAFF	238.59	
007000	06/01/2017	1 Comp	Open	005625 SHIAWASSEE RESD	FS/KLAPKO/CAMERA LICENSES	400.00	
007001	06/08/2017	1 Comp	Open	004621 AUNT MILLIE'S BAKERIES	FS/PRINCE/FOOD PURCHASE	308.68	
007002	06/08/2017	1 Comp	Open	007480 BANANA BROTHERS PRODUCE	FS/PRINCE/FOOD PURCHASE	5,445.40	
007003	06/08/2017	1 Comp	Open	008272 DENNISON, DENISE	FS/PRINCE/REFUND	10.85	
007004	06/08/2017	1 Comp	Open	008220 J & H OIL CO.	FS/KLAPKO/OIL	95.08	
007005	06/08/2017	1 Comp	Open	007104 KLAPKO, JOHN	FS/KLAPKO/MILEAGE	181.47	
007006	06/08/2017	1 Comp	Open	004354 MILLS REFRIGERATION, INC.	FS/PRINCE/EQUIP REPAIR	413.30	
007007	06/08/2017	1 Comp	Open	100001 OFFICE DEPOT INC.	FS/KLAPKO/PAPER	183.69	
007008	06/08/2017	1 Comp	Open	006782 ROBINSON, KAREN	FS/ROBINSON/MILEGE	49.27	
007009	06/15/2017	1 Comp	Open	004621 AUNT MILLIE'S BAKERIES	FS/PRINCE/FOOD PURCHASE	164.25	
007010	06/15/2017	1 Comp	Open	007480 BANANA BROTHERS PRODUCE	FS/PRINCE/SUMMER FOOD	6,866.85	
007011	06/15/2017	1 Comp	Open	008258 GREAT LAKES COCA-COLA DISTRIBUTI	FS/PRINCE/FOOD PURCHASE	837.84	
						CHECK TOTAL	61,680.49
						LESS VOIDS	0.00
						GRAND TOTAL	61,680.49

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	27	61,680.49	Computer	27	61,680.49
Cleared			Prepaid		
Void					
Scratch					
TOTAL	27	61,680.49	TOTAL	27	61,680.49

06/20/2017 6:03 am

Owosso Schools

Page: 1

Check Register for Bank Account ID SF#1

From 05/15/2017 to 06/18/2017

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
600869	05/18/2017	1 Comp	Open	001274 SPICER GROUP INC.	SINKING FUND MANAGEMENT	2,820.20
600870	06/15/2017	1 Comp	Open	008276 MASTER ELECTRIC INC.	SINKING FUND PROJECT WORK	9,960.25
CHECK TOTAL						12,780.45
LESS VOIDS						0.00
GRAND TOTAL						12,780.45

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount		
Open	2	12,780.45	Computer	2	12,780.45		
Cleared			Prepaid				
Void							
Scratch							
TOTAL		2	12,780.45	TOTAL		2	12,780.45

Account Summary

Date Range: From: 05/05/2017

To: 06/05/2017

Date Type: Posting Date

Data available starting: 06/20/2014

Search

SEARCH RESULTS

Search Total: (32,480.55

Page 1 of 1 Page Go

<u>Account Name</u>	<u>Account Number</u>	<u>Transaction Amount</u>	<u>Adjustment Amount</u>	<u>Total Transaction Amount</u>
EMERSON ELEMENTARY	XXXX-XXXX-0517-2354	868.07	0.00	868.0
MIKE GRAHAM	XXXX-XXXX-0530-1557	3,593.45	0.00	3,593.4
FRED LAB	XXXX-XXXX-0532-9202	45.32	0.00	45.3
ED VAN STRATE	XXXX-XXXX-0532-9277	63.52	0.00	63.5
LINCOLN HIGH SCHOOL	XXXX-XXXX-0593-9232	747.05	0.00	747.0
BRIGHT BEGINNINGS OFFICE	XXXX-XXXX-1097-9983	386.04	0.00	386.0
OWOSSO SCHOOLS	XXXX-XXXX-1253-3820	876.20	0.00	876.2
CTE CONSTRUCTION TRADES	XXXX-XXXX-1311-0933	44.84	0.00	44.8
KARI SELLECK	XXXX-XXXX-5815-6677	187.66	0.00	187.6
OWOSSO PUBLIC SCHOOLS	XXXX-XXXX-0002-6361	0.00	(51,863.34)	(51,863.34
BRYANT ELEMENTARY	XXXX-XXXX-0177-1509	1,941.31	0.00	1,941.3
DAN CLARK	XXXX-XXXX-0188-5846	185.81	0.00	185.8
BEN COBB	XXXX-XXXX-0188-5861	143.63	0.00	143.6
OWOSSO HIGH SCHOOL	XXXX-XXXX-0223-2881	1,616.98	0.00	1,616.9
TECHNOLOGY DEPT	XXXX-XXXX-0270-9854	679.45	0.00	679.4
JOHN QUICK	XXXX-XXXX-0274-4836	45.93	0.00	45.9
OWOSSO MIDDLE SCHOOL	XXXX-XXXX-0316-8175	1,415.19	0.00	1,415.1
OPERATIONS DEPT	XXXX-XXXX-0322-6353	642.14	0.00	642.1
CENTRAL ELEMENTARY	XXXX-XXXX-0358-7523	673.92	0.00	673.9
DISTRICT TRAVEL	XXXX-XXXX-0372-6121	1,859.47	0.00	1,859.4
OWOSSO HIGH SCHOOL 2	XXXX-XXXX-0969-6765	1,294.59	0.00	1,294.5
BRIGHT BEGINNINGS	XXXX-XXXX-2811-1358	429.50	0.00	429.5
CENTRAL OFFICE	XXXX-XXXX-6279-7468	1,642.72	0.00	1,642.7

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Search Total: (32,480.55

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
May 31, 2017
Report 16-143

Statement of Deposits and Investments
As of 5/31/2017
Unaudited

	General Fund	School Service	Building & Site	Total
Summary of Deposits and Investments				
Cash on hand	\$ 529,286	\$ 336,805	\$ 2,023,519	\$ 2,889,610
Investments	3,990,702.24		1,226,575	5,217,278
Total Deposits and Investments	\$ 4,519,988	\$ 336,805	\$ 3,250,094	\$ 8,106,888
 Detail of Deposits and Investments				
Cash on hand	\$ 529,286	\$ 336,028	\$ 2,023,519	\$ 2,888,833
Petty Cash on hand	-	777	-	
Total Cash on hand	\$ 529,286	\$ 336,805	\$ 2,023,519	\$ 2,889,610
Chemical Bank Savings Account	\$ 61,432	-	\$ 111,700	\$ 173,132
Mich Class Investment	3,929,270	-	1,114,875	5,044,145
Total Investments	\$ 3,990,702	\$ -	\$ 1,226,575	\$ 5,217,278
Total Deposits and Investments	\$ 4,519,988	\$ 336,805	\$ 3,250,094	\$ 8,106,888

**OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
May 31, 2017
Report 18-143**

**Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Project Funds
As of 5/31/2017
Unaudited**

	General Fund			School Service Fund			Capital Projects Fund			% Rec'd/Used
	BUDGET REVISION #1	YTD Actual	Over (Under) Budget	BUDGET REVISION #1	YTD Actual	Over (Under) Budget	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	
REVENUE										
Local sources	3,500,503	3,383,168	(117,335)	294,388	270,060	(24,318)	1,591,871	1,547,327	(44,544)	97%
State sources	24,935,666	17,987,566	(6,968,100)	62,547	57,761	(4,786)				92%
Federal sources	1,443,129	1,011,716	(431,413)	1,584,787	1,208,926	(375,861)				92%
Interdistrict sources-RESID	784,298	88,688	(695,610)							76%
Interdistrict sources-transfers in and other sources	123,724	2,278	(121,446)							
Total revenue and other sources	\$ 30,767,320	\$ 22,465,414	\$ (8,313,906)	\$ 1,941,732	\$ 1,538,767	\$ (404,965)	\$ 1,591,871	\$ 1,547,327	\$ (44,544)	97%
EXPENDITURES										
INSTRUCTION										
BASIC PROGRAMS:										
ELEMENTARY	6,928,833	5,300,821	(1,628,012)							
MIDDLE SCHOOL	3,551,762	2,707,646	(844,116)							
HIGH SCHOOL	4,085,608	3,077,094	(1,008,514)							
ALTERNATIVE EDUCATION	648,382	501,388	(146,994)							
PRESCHOOL	128,795	111,798	(16,996)							
PRESCHOOL (MICHIGAN READINESS) GRANT	186,590	174,472	(14,118)							
TOTAL BASIC PROGRAMS	\$ 15,529,840	\$ 11,873,220	\$ (3,656,620)							
ADDED NEEDS:										
SPECIAL EDUCATION	3,109,183	2,418,339	(690,844)							
CHILDCARE PROGRAM	285,842	179,062	(86,780)							
TITLE I GRANT	1,011,912	758,647	(253,265)							
VOCATIONAL EDUCATION	628,642	483,470	(145,172)							
TARGETED LITERACY GRANT	77,550	76,627	(923)							
AT RISK GRANT	1,186,028	626,281	(559,746)							
MISC STATE GRANTS	6,943	2,000	(4,943)							
TOTAL ADDED NEEDS	\$ 6,286,098	\$ 4,544,408	\$ (1,741,692)							
CONTINUING EDUCATION:										
COMMUNITY EDUCATION	139,828	128,387	(13,261)							
TOTAL CONTINUING EDUCATION	\$ 139,828	\$ 128,387	\$ (13,261)							
TOTAL INSTRUCTION	\$ 21,965,566	\$ 16,543,983	\$ (5,411,673)							
SUPPORTING SERVICES										
PUPIL SERVICES:										
GUIDANCE SERVICES	483,551	387,573	(95,978)							
TOTAL PUPIL SERVICES	\$ 483,551	\$ 387,573	\$ (95,978)							
INSTRUCTIONAL STAFF:										
TITLE II PART A/RURAL EDUCATION GRANT	384,886	310,132	(74,754)							
IMPROVEMENT OF INSTRUCTION	257,850	170,971	(86,879)							
MEDIA SERVICES	287,857	231,025	(56,832)							
TOTAL INSTRUCTIONAL STAFF	\$ 910,703	\$ 712,128	\$ (198,575)							
GENERAL ADMINISTRATION:										
BOARD OF EDUCATION	104,150	56,714	(47,436)							
EXECUTIVE ADMINISTRATION	316,161	282,475	(33,686)							
HUMAN RESOURCES	204,185	185,821	(18,364)							
TOTAL GENERAL ADMINISTRATION	\$ 624,496	\$ 505,010	\$ (119,486)							
SCHOOL ADMINISTRATION:										
SCHOOL ADMINISTRATION	2,523,713	2,211,243	(312,470)							
TOTAL SCHOOL ADMINISTRATION	\$ 2,523,713	\$ 2,211,243	\$ (312,470)							
BUSINESS SERVICES:										

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
May 31, 2017
Report 16-143

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Projects Funds
As of 5/31/2017
Unaudited

	General Fund				School Service Fund			Capital Projects Fund				
	BUDGET REVISION #1	YTD Actual	Over (Under) Budget	% Rec'd/ Used	BUDGET REVISION #1	YTD Actual	Over (Under) Budget	% Rec'd/ Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/ Used
FISCAL SERVICES	\$ 326,399	\$ 294,273	\$ (32,126)	90%								
TECHNOLOGY MANAGEMENT	\$ 361,742	\$ 260,702	\$ (101,040)	71%								
TOTAL BUSINESS SERVICES	\$ 678,141	\$ 544,975	\$ (133,166)	80%								
OPERATIONS AND MAINTENANCE:												
OPERATIONS AND MAINTENANCE	\$ 2,730,833	\$ 2,332,605	\$ (398,228)	85%								
TOTAL OPERATIONS AND MAINTENANCE	\$ 2,730,833	\$ 2,332,605	\$ (398,228)	85%								
PUPIL TRANSPORTATION SERVICES:												
PUPIL TRANSPORTATION SERVICES	\$ 857,864	\$ 733,895	\$ (123,969)	86%								
TOTAL PUPIL TRANSPORTATION	\$ 857,864	\$ 733,895	\$ (123,969)	86%								
OTHER SERVICES:												
PAC	\$ -	\$ -	\$ -									
COMMUNICATION SERVICES	\$ 44,308	\$ 39,996	\$ (4,312)	90%								
ATHLETICS	\$ 422,443	\$ 332,308	\$ (90,135)	78%								
PRINTING AND OTHER SUPPORT SERVICES	\$ 76,147	\$ 87,036	\$ (11,111)	86%								
TOTAL OTHER SERVICES	\$ 544,898	\$ 439,340	\$ (105,558)	81%								
TOTAL SUPPORTING SERVICES	\$ 9,354,189	\$ 7,865,769	\$ (1,488,420)	84%								
OUTGOING TRANSFERS/FUND MODIFICATIONS:												
OTHER	\$ 59,596	\$ 25,198	\$ (34,398)	42%								
TOTAL OUTGOING TRANSFERS/FUND MODIFICATIONS	\$ 59,596	\$ 25,198	\$ (34,398)	42%								
FOOD SERVICE EXPENDITURES	\$ 31,369,451	\$ 24,435,960	\$ (6,933,491)	78%	\$ 2,048,410	\$ 1,771,830	\$ (276,580)	86%	\$ 1,079,623	\$ 744,814	\$ (335,009)	69%
CAPITAL PROJECT EXPENDITURES	\$ -	\$ -	\$ -		\$ 2,048,410	\$ 1,771,830	\$ (276,580)	86%	\$ 1,079,623	\$ 744,814	\$ (335,009)	69%
REVENUE OVER or (UNDER) EXPENDITURES	\$ (602,131)	\$ (1,982,548)	\$ (1,380,415)		\$ (108,878)	\$ (235,063)	\$ (128,385)		\$ 512,248	\$ 802,713	\$ 290,465	
AUDITED FUND BALANCE, JULY 1, 2016	\$ 3,784,865	\$ 3,784,865	\$ -		\$ 468,893	\$ 468,893	\$ -		\$ 2,447,382	\$ 2,447,382	\$ -	
PROJECTED FUND BALANCES - June 30, 2017	\$ 3,182,734	\$ -	\$ -		\$ 382,215	\$ -	\$ -		\$ 2,959,630	\$ -	\$ -	

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017

Report 16-144

FOR ACTION

Subject:

Cash Flow Borrowing

Recommendation

Resolve that the Board of Education authorize the borrowing of \$4,500,000 inclusive of \$3,000,000 of "set-aside" notes and \$1,500,000 in "no set-asides" for operating purposes to eliminate cash flow challenges that result from timing issues related to State Aid payments for the 2017-18 school year.

Facts/Statistics:

- Because the incoming flow of State funds does not match the outflow of expenditures, the District annually borrows funds in anticipation of State Aid payments.
- During the 2016-17 school year, the District borrowed \$4.5 million, which also included \$3,000,000 in "set aside" notes, has been repaid throughout the school year and for the "no set-aside" notes will be repaid plus interest to the Michigan Municipal Bond Authority in August, 2017.
- It is estimated that the District will need to borrow \$4.5 million in anticipation of the challenges associated with the timing of State Aid payments for the 2017-18 school year and projected cash outflows.
- The District will file an application for borrowing through the Michigan Municipal Bond Authority in order to achieve economies of scale in costs associated with this borrowing as well as to achieve a competitive interest rate. The District will also review the option for competitive rates through other financial institutions to assure that the rate and costs associated with the borrowing is minimized.
- In order to allow for adequate time to be part of this pool, it is required that the Board adopt an authorizing resolution prior to the deadline outlined in the process. The due date for participation in the pool is June 28th which passage of the resolution(s) will allow for adequate time to meet the requisite deadline
- The exact amount of the cash flow borrowing has been reviewed by the attorneys and received approval. The necessary posting to notify the public of the
- The cash flow is based on the proposed 2017-18 budget which will be presented for approval at the meeting tonight. Any changes in the assumptions that are the basis for the budget throughout the 2017-18 fiscal year will necessitate a review of the cash flow needs of the district in order to assure compatibility.

Motion

Seconded

Vote – Ayes

Nays

Motion

MFA August 2017 SAN Loan Program
Non-Deficit School District

**RESOLUTION AUTHORIZING ISSUANCE OF NOTES
IN ANTICIPATION OF STATE SCHOOL AID**

Owosso Public Schools, Shiawassee County, Michigan (the "Issuer" or "School District")

A regular meeting of the board of education of the Issuer (the "Board") was held in the Owosso High School Media Center located at 765 E. North St., within the boundaries of the Issuer, on the 26th day of June, 2017, at ____ o'clock in the __.m.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS, under the terms of Section 1225 of Act 451, Public Acts of Michigan, 1976, as amended (the "Act"), the School District is authorized to borrow money for school operations and issue its notes therefor, in one or more series, pledging for the payment thereof moneys to be received by it pursuant to the State School Aid Act of 1979, Act 94, Public Acts of Michigan, 1979, as amended (the "State Aid Act"), which notes shall be the full faith and credit obligation of the School District; and

WHEREAS, the estimated amount of the state school aid appropriations allocated or to be allocated to the School District for the fiscal year ending June 30, 2018 and expected to be received by the School District from October 2017 through August 2018, inclusive (the "2017/2018 State Aid" or the "Pledged State Aid"), is shown in paragraph 1 of Exhibit A; and

WHEREAS, the School District has the need to borrow the sum of not to exceed the amount shown in paragraph 2 of Exhibit A to pay operating expenses for the fiscal year ending June 30, 2018, which amount is estimated to be not more than 70% of the difference between the total state school aid funds apportioned or to be apportioned to the School District for the 2017/2018 State Aid and that portion of the 2017/2018 State Aid already received or pledged; and

WHEREAS, the School District plans to issue or has issued notes, bonds or other obligations subject to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), relating to arbitrage and the rebate thereof, including but not limited to federally tax-exempt and/or tax-advantaged bonds and other obligations, not including this borrowing, during calendar year 2017 in the aggregate principal amount shown in paragraph 3 of Exhibit A; and

WHEREAS, the School District determines that it is in its best interest to borrow the sum of not to exceed the amount shown in paragraph 2 of Exhibit A and issue the general obligation notes in one or more series (the "Note" or "Notes") of the School District therefor.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. In the event that an Authorized Officer (defined below) determines that it is in the best interests of the School District to negotiate the sale of the Notes to the Michigan Finance Authority (the "Authority" or "MFA"), the following provisions shall apply:

A. The School District, pursuant to Section 1225 of the Act, shall issue its Notes in one or more series in order to borrow for the above purpose a sum not to exceed the amount shown in paragraph 2 of Exhibit A, the final amount and series designation to be determined by an officer designated in paragraph 4 of Exhibit A, or a designee who shall be a member of the administrative staff or board of education of the School District (each an "Authorized Officer"), prior to the sale of the Notes, or such portion thereof as the Michigan Department of Treasury (the "Treasury") may approve, if prior approval is necessary, and issue the Notes of the School District therefor in anticipation of the distribution of the Pledged State Aid.

B. The Notes shall be issued in one or more series, bear interest at the rate or rates determined on the sale thereof, which shall not exceed the maximum rate permitted by law at the time of sale, be dated as set forth in paragraph 5 of Exhibit A, or as of the date of delivery, and be due and payable on the date shown in paragraph 5 of Exhibit A. The Notes shall be payable in lawful money of the United States of America at a bank or trust company qualified to act as paying agent in the State of Michigan, as shall be designated by the Authority. The Notes shall be in denominations to be determined by an Authorized Officer prior to the sale of the Notes. The Notes shall be subject to redemption prior to maturity as specified in the Purchase Contract described below.

C. The School District hereby appropriates a sufficient amount of the Pledged State Aid to repay the principal of and interest on the Notes. In addition, the full faith and credit of the School District is hereby irrevocably pledged for payment of the principal of and interest on the Notes and, in case of the insufficiency of the Pledged State Aid, the School District shall pay the Notes from any funds legally available therefor, and, if necessary, levy sufficient taxes on all taxable property in the School District for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.

D. In the event any Authorized Officer determines that it is in the best interest of the School District to choose to pay all or a portion of the principal and interest on the Notes with set-aside installments, the following provisions in this paragraph 1(D) shall apply:

Moneys to pay the principal and interest on the Notes when due shall be set aside in a separate fund with the depository designated in the Purchase Contract described below (the "Depository") in three (3), five (5) or seven (7) consecutive monthly set-aside installments (the "Installment" or "Installments"), ending on July 20, 2018, and earlier on the 20th day of each month (or in the case of January, the 22nd, and in the case of May, the 21st), or such other state school aid payment date as may be provided for under state law (each a "Payment Date"). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Payment Date shall be the next business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. If, for any reason, the Pledged State Aid received during the month of the Installment is insufficient to pay the Installment, then in that event the School District pledges to use any and all other available funds to meet the Installment obligation. If the School District fails to set aside all or any portion of an Installment (the "Installment Shortfall") on the Payment Date, the Authority is authorized, pursuant to Section 17a(3) of the State Aid Act, to intercept 100% of the Pledged State Aid to be distributed to the School District beginning with the month following the School District's failure to meet the Installment obligation and all months thereafter, in accordance with the terms and conditions of the Purchase Contract (the "Purchase Contract") between the Authority and the School District. Beginning with the month following the Installment Shortfall, the Authority shall intercept 100% of the Pledged State Aid to be distributed to the School District and apply the intercepted amount on the following priority basis: (A) the Installment Shortfall; (B) the current month's Installment; and (C) any

amounts remaining to be immediately distributed to the School District. The intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the total principal and interest on the Notes. The maximum amount of each Installment will not exceed 50% of the amount of Pledged State Aid due to the School District in any set-aside month.

If the School District has failed to deposit all or a portion of an Installment by the last business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer and the School District on the first business day following the last business day of the month of the failure to deposit all or a portion of the Installment. Upon receipt of such written notice from the Depository, the Authority shall promptly notify the School District that it will immediately commence to intercept 100% of the Pledged State Aid.

If on the date of the final Installment as specified in Schedule I to the Purchase Contract, the funds with the Depository are insufficient to pay the principal of and interest on the Notes when due, the School District, pursuant to Section 17a(3) of the State Aid Act to the extent necessary to meet the payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the payment has been made.

Any Authorized Officer is further authorized to agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17(a)(3) of the State Aid Act.

Any Authorized Officer is further authorized to determine that each Installment is a partial mandatory redemption of a particular series of the Notes and that the last Installment is the maturity date of that series of the Notes, and such determination shall be conclusively evidenced by the Purchase Contract described below.

E. Any Authorized Officer is authorized to sell all or a portion of the Notes to the Authority without an Installment payment schedule (the "No Set-Aside Notes") pursuant to the provisions of this resolution. In that event: (a) any Authorized Officer is further authorized to agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept or advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17a(3) of the State Aid Act; (b) the School District acknowledges that payment of the principal and interest on certain of the No Set-Aside Notes may be secured by a direct-pay letter of credit issued for the account of the Authority and the School District by one or more providers selected by the Authority (each a "Letter of Credit"; and each issuer a "Letter of Credit Bank"); (c) it shall not be deemed a default by the School District under the provisions of the Purchase Contract or the No Set-Aside Notes if the principal and interest on the No Set-Aside Notes shall have been paid in full when due to the Authority from proceeds of a drawing on the Letter of Credit and the drawing on the Letter of Credit is reimbursed by the School District on the designated date set forth in the reimbursement agreement relating to the Letter of Credit; and (d) the School District appoints the Authority as its agent to enter into the reimbursement agreement for and on behalf of the School District, if required by the Authority, as well as on the Authority's own behalf, and the School District agrees to be referred to as an account party in the Letter of Credit obtained by the Authority to secure payment of the No Set-Aside Notes and a series of the Authority's State Aid Revenue Notes issued to finance the Authority's purchase of the No Set-Aside Notes.

F. The President and Secretary of the Board of Education shall execute the Notes on behalf of the School District, and the executed Notes shall be delivered to the Authority upon the receipt of the

purchase price therefor. The Vice President, Treasurer or Superintendent may execute the Notes instead of either the President or Secretary. The foregoing officials are hereby authorized to execute and deliver a temporary Note or Notes and exchange, when available, final printed Notes therefor at the request of the Authority.

G. Unless the Notes are issued as federally taxable, the School District hereby covenants for the benefit of all holders of the Notes to comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that the interest thereon be or continue to be excluded from gross income for federal income taxation purposes, including, but not limited to, requirements relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Note proceeds and moneys deemed to be Note proceeds.

H. If necessary, any Authorized Officer is hereby authorized to make application to Treasury for and on behalf of the School District for an order approving the issuance of the Notes and to pay any applicable fee therefor, or a post-issuance filing fee, as applicable.

I. The President, Vice President, Secretary, Treasurer, Superintendent, individual acting in the capacity of the school business official, or designee and any Authorized Officer are further authorized to execute any documents or certificates necessary to complete the transaction including, but not limited to, any certificates relating to federal or state securities laws, rules or regulations.

J. The Notes shall be sold to the Authority and the following provisions shall apply:

(i) Any Authorized Officer is hereby authorized to execute and deliver one or more Purchase Contracts with the Authority (which shall be determined by whether one or more series of Notes are issued hereunder) in substantially the form attached hereto as Exhibit B reflecting the terms and conditions of the borrowing with such additions, deletions or substitutions (including without limitation additions, deletions or substitutions required by any Letter of Credit Bank(s) or any purchaser(s) of the State Aid Revenue Notes issued by the Authority to finance its purchase of the No Set-Aside Notes), as the Authority and any Authorized Officer shall deem necessary and appropriate, including the number of set-asides, if any, and their dates and amounts, and not inconsistent with the provisions of this resolution. The choice of whether to make Installments for the Notes and/or the number, dates and amounts of Installments shall be conclusively evidenced by the Purchase Contract. The Purchase Contract shall include the School District's agreement with respect to any Installment not received by the Depository from the School District on the Payment Date, to pay the Authority an amount as invoiced by the Authority to recover its administrative costs and lost investment earnings attributable to that late payment.

(ii) Any Authorized Officer is further authorized to approve the specific interest rate(s) to be borne by the Notes, not exceeding the maximum rate permitted by law, the purchase price of the Notes, not less than the price specified in paragraph 6 of Exhibit A, a guaranteed investment agreement or other permitted investment in accordance with state law for funds paid to the Depository, if applicable, direct payments of Pledged State Aid to and if required by the Authority, and other terms and conditions relating to the Notes and the sale thereof.

(iii) The form of the Notes shall contain the following language in substantially the form set forth below as applicable, with such additions, deletions or substitutions (not inconsistent with the Purchase Contract) as the Authority and any Authorized Officer shall deem necessary and appropriate:

To the extent permitted by law, the principal of and interest on this Note which remains unpaid after this Note has matured and all other outstanding and unpaid amounts owing by the School District under the Purchase Contract shall bear interest until paid at an interest

rate per annum based upon a 360-day year for the actual number of days elapsed equal to the "Default Rate" as described in Schedule I to the Purchase Contract.

K. By opting to sell its Notes to the Authority, the School District hereby determines that it is in the best interest of the School District to sell its Notes to the Authority rather than sell the Notes at a competitive sale based upon the historical performance of the Authority's note pool program whereby competitive interest rates and reduced costs of issuance are obtained by pooling several participating school districts in one or more series of notes.

L. Within fifteen (15) business days after issuance of the Notes, the Board hereby authorizes and directs the Superintendent to cause to be filed with Treasury any and all documentation required subsequent to the issuance of the Notes, along with any statutorily required fee.

M. The series of Notes issued hereunder are of equal standing as to the Pledged State Aid. The School District reserves the right to issue additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid with the prior written consent of an authorized officer of the Authority. The School District further resolves that the amount payable as to principal and interest on the Notes plus the amount payable as to principal and interest on or prior to the maturity date of the Notes on any additional notes or other obligations of equal standing with the Notes as to payment from Pledged State Aid will not exceed 75% of the amount of Pledged State Aid.

2. In the event that an Authorized Officer determines that it is in the best interests of the School District to sell the Notes to a bank or financial institution through negotiation or by distributing a solicitation for bids, without publication, to obtain bids from banks and/or financial institutions for the purchase of the Note, the following provisions shall apply:

A. Based upon expense considerations associated with publishing a notice of sale, as specified in Section 309(2) of Act 34, Public Acts of Michigan, 2001, as amended, the Board authorizes the distribution of a solicitation for bids, without publication, to obtain bids under the terms of paragraph 2(E) of this resolution.

B. This Issuer shall borrow the sum of not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) or such lesser amount as the Department of Treasury may approve or as reduced by a member of either the administrative staff or the Board of the Issuer, and shall issue its note or notes (the "Notes") therefor. The Issuer hereby appropriates a sufficient amount of state aid to repay the principal of and interest on the Notes. In addition, the full faith and credit of the Issuer is hereby irrevocably pledged for payment of the principal and interest on the Notes, and in case of insufficiency of state aid, the Issuer shall pay the Notes from any funds legally available therefor, and, if necessary, levy taxes on all taxable property in the Issuer for the payment thereof, subject to applicable constitutional and statutory tax rate limitations, all pursuant to Act 451. The pledge of full faith and credit is subordinate to any encumbrances or tax levies pledged or to be pledged for the payment of tax anticipation notes issued or to be issued by the Issuer pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

It is hereby declared that said borrowing is necessary for the purpose of securing funds for school operations and it is agreed with the purchaser of said Notes that the proceeds thereof will be used exclusively for that purpose.

C. Said Notes shall be dated as of August 21, 2017, or the date of delivery, shall bear interest from the date thereof until paid at a rate not exceeding three percent (3%) per annum on the balance from time to time remaining unpaid, shall be in minimum denominations of \$100,000 or multiples of \$1,000 in excess of \$100,000, shall be payable to the Registered Owner, in lawful money of the United States of America, at such bank or trust company in the State of Michigan as shall be designated by the original

purchaser of the Notes, which paying agent qualifies as such under the statutes of the State of Michigan or of the Federal Government, and shall be due and payable on August 20, 2018. If more than one note is issued, the Notes shall be numbered serially from 1 upwards. Such Notes may be designated, at the option of the purchaser thereof, as a "State Aid Note" or "State Aid Notes".

D. The form of the Notes shall be in substantially the form set forth and attached hereto as Exhibit C.

E. Once the Issuer has either achieved qualified status under Act 34, Public Acts of Michigan, 2001, as amended, or received prior approval for the issuance of the Notes from the authorized representative of the Department of Treasury, and based upon the determination of Paragraph 2(A) of this resolution, a member of either the administrative staff or the Board of the Issuer is authorized to arrange for the sale of such Notes without the taking of competitive bids thereon, provided that when bids, competitive or otherwise, are solicited and more than one bid received, such Notes shall be awarded to the lowest responsible bidder. The Notes shall be executed by the President and Secretary of the Board. In the absence of the President, the Superintendent may sign in the place of the President, and in the absence of the Secretary, the Treasurer of the Board may sign in place of the Secretary.

F. The form of solicitation for bids shall be in substantially the form set forth and attached hereto as Exhibit D.

G. If the Issuer has not achieved qualified status under Act 34, Public Acts of Michigan, 2001, as amended, a member of either the administrative staff or the Board of the Issuer is hereby authorized and directed to file a certified copy of this resolution with the authorized representative of the Department of Treasury for and on behalf of the Issuer and an application for an order approving such borrowing and issuance of said Notes, if applicable, and to pay any applicable fee therefor.

H. The Board hereby designates the Notes of this issue as "Qualified Tax-Exempt Obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended. The Board covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended, necessary to maintain the exemption of interest on the Notes from federal income taxation.

I. A member of either the administrative staff or the Board of the Issuer is further authorized to approve the specific interest rate to be borne by the Notes, not exceeding the maximum rate permitted by law, the purchase price of the Notes, and other terms and conditions relating to the Notes and the sale thereof. A member of either the administrative staff or the Board of the Issuer is directed to execute a certificate accepting the interest rate and purchase price of the Notes on behalf of the Issuer.

3. Within fifteen (15) business days after issuance of the Notes, the Board hereby authorizes and directs the Superintendent to cause to be filed with the Department of Treasury any and all documentation required subsequent to the issuance of the Notes, along with any statutorily required fee.

4. The President, Vice President, Secretary, Treasurer, Superintendent and the individual acting in the capacity of the school business official are each further authorized to execute any documents or certificates necessary to complete the transaction. Any of those officers may designate, in writing, an individual to act in their place with respect to the powers conveyed in this paragraph.

5. The Authority has appointed Thrun Law Firm, P.C. to act as counsel to the loan arranger for the August 2017 state aid note program. The School District consents to Thrun Law Firm, P.C. representing this School District and acting as counsel to the loan arranger for the Authority's August 2017 state aid note program.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Owosso Public Schools, Shiawassee County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on June 26, 2017, 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, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

MFH/bgk



EXHIBIT A

1. Estimated 2017/2018 State Aid allocated or to be allocated for fiscal year ending June 30, 2018: \$24,595,197 (total amount estimated to be received from October 1, 2017 through August 31, 2018)
2. Amount of borrowing not to exceed: \$4,500,000
3. Principal amount of notes, bonds or other obligations, including but not limited to federally tax-exempt and/or tax-advantaged bonds, not including this borrowing, that have been issued or are expected to be issued during the 2017 calendar year: \$0 (include plans for voted or non-voted bonds, refunding bonds, additional state aid notes, tax anticipation notes, installment purchase agreements, lines of credit, and lease-purchase agreements)
4. Authorized Officer: Superintendent, President or Vice President of the Board of Education, Assistant Superintendent or individual acting in the capacity of the school business official, or a designee thereof
5. The Notes shall be dated August 21, 2017 and shall mature on March 20, 2018, July 20, 2018, August 20, 2018, or such other date as determined by any Authorized Officer
6. Purchase price: Not less than 97% of the principal amount of the Notes
7. Five percent (5%) of estimated fiscal year 2016/2017 operating expenses: \$1,546,358

EXHIBIT B

FORM OF PURCHASE CONTRACT

[Insert Name of School District Here]

The Michigan Finance Authority (the "Authority"), a public body corporate, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before the date set forth below. The Issuer accepts the electronic or digital signature of the Authority's Executive Director (or other authorized officer of the Authority) if set forth below and acknowledges that it has the same legal effect and enforceability as a manual signature.

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, including those set forth on Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, notes (the "Notes") in the principal amount and with the interest rate as shown on Schedule I. The purchase price for the Notes shall be as set forth on Schedule I.

[The Issuer acknowledges that the Authority will purchase the Notes with proceeds from certain State Aid Revenue Notes to be issued by the Authority (the "Authority's Notes").] The Issuer represents and warrants to, and agrees with, the Authority that (A) the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (1) to enter into this Purchase Contract, and (2) to sell and deliver the Notes to the Authority and pledge and assign to the Authority the moneys to be received by the Issuer pursuant to the State School Aid Act of 1979, as amended (the "State School Aid") as provided herein and in the resolution authorizing the Notes and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I; and (B) the Issuer shall promptly pay its pro rata share of the Costs of Issuance upon notification by the Authority. The term "Costs of Issuance" shall mean and include printing charges, rating agency charges, trustee fees, note counsel fees, fees and expenses of a purchaser (the "Purchaser") of all or a portion of the Authority's Notes [(as defined below)], and other counsel fees and issuance fees of the Authority and the Purchaser related to the Authority's Notes; provided, however, that the Issuer's pro rata share of such Costs of Issuance shall not exceed the amount shown on Schedule I hereto. The terms "Purchaser", "Holder" and "Holders' Representative" shall have the same meanings as defined in the Note Purchase Agreement(s) dated _____, 2017 between the Authority and _____ (the "Note Purchase Agreement").

IF THREE, FIVE OR SEVEN SET-ASIDES ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT:

[The Issuer pledges to pay the principal and interest on the Notes from its State School Aid appropriations allocated or to be allocated to it for the fiscal year ending June 30, 2018 and to be paid during October 2017 through August 2018, inclusive (the "Pledged State Aid"). Moneys to pay the principal and interest on the Notes when due shall be set aside in a separate fund with the Depository (as defined in Schedule I hereto) as hereinafter described in 3, 5 or 7 installments (the "Installment" or "Installments") as specified in Schedule I, commencing (i) in the case of 3 installments, on May 21, 2018, (ii) in the case of 5 installments, on March 20, 2018, and (iii) in the case of 7 installments, on January 22, 2018, and thereafter on the 20th day of each month (or in the case of May, the 21st) to and in each case ending on [July 20], 2018, or such other State School Aid payment date as may be provided for under state law (the "Payment



Date”). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Installment shall be due on the next business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. Notwithstanding the foregoing, the Issuer hereby irrevocably directs the State of Michigan to directly transfer to the Depository payment of the Issuer’s current month’s Installment from the Pledged State Aid received during the month of the Installment on the Payment Date. If, for any reason, the Pledged State Aid received during the month of the Installment is insufficient to pay the Installment, then in that event the Issuer pledges to use any and all other available funds to pay the Installment obligation. If the Issuer fails to set aside any portion of an Installment (the “Installment Shortfall”), pursuant to Section 17a(3) of the State School Aid Act of 1979, as amended (the “Act”), the Authority is authorized to intercept 100% of the Pledged State Aid to be distributed to the Issuer. Beginning with the month following the Installment Shortfall, the Authority shall intercept 100% of the Pledged State Aid to be distributed to the Issuer and apply the intercepted amount on the following priority basis: (A) the Installment Shortfall; (B) the current month's Installment; and (C) any amounts remaining to be immediately distributed to the Issuer. The intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the principal of and interest on the Notes. The Authority shall promptly notify the Issuer that it will immediately commence to intercept the Pledged State Aid.

Each Installment shall be treated as a mandatory redemption of a portion of the principal of the Notes and also payment of accrued interest thereon to the date of the Installment, which together shall be equal to the amount of such Installment.

If the Issuer has failed to deposit all or a portion of an Installment by the last business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer and the Issuer on the first business day following the last business day of the month of the failure to deposit all or a portion of the Installment. Upon receipt of written notice from the Depository, the Authority shall promptly notify the Issuer that it will immediately commence to intercept 100% of the Pledged State Aid.

If on the date of the final Installment as specified in Schedule I hereto, the funds on deposit with the Depository are insufficient to pay the principal of and interest on the Notes when due, the Issuer, pursuant to Section 17a(3) of the Act, to the extent necessary to meet the payment obligation assigns to the Authority and authorizes and directs the State Treasurer to advance all or part of any payment which is dedicated for distribution or for which the appropriation authorizing payment has been made under the Act.

If at any time and from time to time prior to the maturity date of the Notes the Authority has reason to believe that the Issuer will be unable to pay in full the principal and interest on the Notes when due, the Authority, in its sole discretion, may by phone or email:

- (i) request from the Issuer a written confirmation of both its ability to pay the Notes when due and a description of the source(s) of funds for the repayment of the Notes. If the Issuer fails within ten (10) days to provide such confirmation to the satisfaction of the Authority, the Issuer hereby authorizes the intercept of any Pledged State Aid to be distributed to the Issuer earlier than August 2018 in such amount as determined by the Authority to be appropriate and further authorizes the Authority to give notice to the State Treasurer to intercept that amount of any Pledged State Aid which has not already been transferred to the Issuer. Any Pledged State Aid which is thus intercepted shall be transferred to the Depository and shall, after the Authority’s Notes are paid, be applied on the following priority basis: (1) to the Purchaser, all other amounts due and owing to the Purchaser under its Note Purchase Agreement with the Authority and the Depository relating to the 2017A-__ Notes, and (2) any amount remaining to be immediately distributed to the Issuer]; and/or

(ii) give notice to the Issuer requiring the Issuer to enter into one or more Tax Intercept Agreements (each a "TIA") to provide additional security for the payment of the Notes. Each TIA shall be in a form prescribed by the Authority, with such additions, deletions or substitutions reasonably required by any local taxing unit that collects operating taxes revenues collected for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer shall deem necessary and appropriate.]

IF NO SET-ASIDE INSTALLMENTS ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT:

[The Issuer acknowledges that: (i) the Authority will purchase the Notes with proceeds from the State Aid Revenue Notes, Series 2017A-__, Series 2017A-__ and Series 2017A-__, to be issued by the Authority (the "Authority's Notes"); (ii) the Authority's Notes of Series 2017A-__ (the "2017A-__ Notes") will be directly purchased from the Authority by _____, unsecured by any letter of credit; (iii) the Authority's Notes of Series 2017A-__ (the "2017A-__ Notes") will be directly purchased from the Authority by _____, unsecured by any letter of credit and (iv) the Authority's Notes of Series 2017A-__ (the "2017A-__ Notes") will be directly purchased from the Authority by _____, unsecured by any letter of credit.

The Issuer [(i) irrevocably directs the State of Michigan to directly transfer to the Depository the mandatory payment (the "Mandatory Payment") from the current month's installment of the Pledged State Aid in the amounts and on the payment dates (the "Payment Dates") as set forth in Schedule I attached hereto; and (ii)] agrees that it will deposit[, including in accordance with any Mandatory Payment schedule in Schedule I,] with the Depository (as defined in Schedule I) payment of the principal of and interest on the Notes in immediately available funds, the full amount of such principal and interest on the Notes to be received by the Depository by 11:00 a.m. on the maturity date of the Notes. The Issuer pledges to pay the principal and interest on its Notes from the 2017/2018 State School Aid to be allocated to it and to be paid during October 2017 through August 2018, inclusive (the "Pledged State Aid").

Not later than [March __, 2018][August __, 2018], the Issuer shall determine whether there will be sufficient funds on deposit with the Depository on [March 20, 2018][August 20, 2018] (the maturity date of the Notes) to pay the principal of and interest on the Notes when due on that maturity date. If the Issuer determines that there will be insufficient funds on deposit with the Depository on [March 20, 2018][August 20, 2018] to pay the principal of and interest on the Notes on the maturity date of the Notes, the Issuer will so notify the Authority by telephone and email not later than [March __, 2018][August __, 2018] (email to: TreasMFA-StateAidNote@michigan.gov; and telephone the Executive Director, 517-335-0994).

If on the maturity date of the Notes there are insufficient funds on deposit with the Depository to pay the principal of and interest on the Notes when due, the Issuer, pursuant to Section 17a(3) of the Act, to the extent necessary to pay the principal of and interest on the Notes when due and any other amounts owed by the Issuer as set forth in Schedule I (together the "Payment Obligations"), assigns to the Authority, pledges to the payment of the Payment Obligations, and authorizes and directs the State Treasurer to intercept or advance all or part of any State School Aid payment which is dedicated for distribution to the Issuer or for which the appropriation authorizing the payment has been made under the Act. The Issuer acknowledges that a State Aid Agreement will be executed among the Authority, the State Treasurer, the Depository, and the Trustee for the Authority whereby the State Treasurer agrees to intercept and/or advance all or part of any State School Aid as described under this Purchase Contract. The Authority in its sole discretion may determine the amount of any State School Aid payment to be intercepted and the dates for such collection and application. The Authority and the Issuer may also agree to the collection and

application of other Issuer revenues to any unpaid Payment Obligations. State School Aid payments shall continue to be intercepted until all Payment Obligations have been paid in full. Notwithstanding the foregoing:

(A) The Issuer hereby irrevocably directs the State of Michigan to pay to the Depository 100% of the Pledged State Aid to be distributed to the Issuer on the [March 2018][August 2018] payment date, or the balance thereof to the extent all or a portion of it, prior to the [March 2018][August 2018] payment date, has been advanced to satisfy any Installment Shortfall of the Issuer for payment of the Authority's State Aid Revenue Notes, Series 2017A-___, and the Depository shall apply the [March 2018][August 2018] State School Aid payment on the following priority basis: (1) first, if the Issuer has outstanding Notes maturing March 20, 2018, to pay to the Holder(s) of such Notes the principal and interest due on March 20, 2018 on such Notes; (2) second, if the Issuer has outstanding Notes maturing August 20, 2018, to pay to the Holder(s) of such Notes the principal and interest due on the Notes on August 20, 2018; (3) third, to pay to each Holders' Representative all other amounts due and owing under its respective Note Purchase Agreement with the Authority relating to the 2017A-___ Notes, the 2017A-___ Notes or the 2017A-___ Notes and (4) fourth, any amount remaining to be immediately distributed to the Issuer; and

(B) if (1) the Issuer's remaining Pledged State Aid to be received prior to [March 2018] [August 2018] will be less than the principal and interest on the Notes and other notes issued by the Authority payable therefrom and (2) the Issuer will pay any of the remaining amount due from any source other than proceeds from its borrowing in the Authority's August 2018 state aid note pool, the Issuer shall give written notice not later than [March ___, 2018][August ___, 2018] to the Authority and the Depository specifying each such source and amount (e.g., \$ _____ will be wired to the Depository from [bank name]); and

(C) if at any time and from time to time prior to the maturity date of the Notes the Authority has reason to believe that the Issuer will be unable to pay in full the principal and interest on the Notes when due, the Authority, in its sole discretion, may by phone or email:

(i) request from the Issuer a written confirmation of both its ability to pay the Notes when due and a description of the source(s) of funds for the repayment of the Notes. If the Issuer fails within ten (10) days to provide such confirmation to the satisfaction of the Authority, the Issuer hereby authorizes the intercept of any Pledged State Aid to be distributed to the Issuer earlier than [March 2018][August 2018] in such amount as determined by the Authority to be appropriate and further authorizes the Authority to give notice to the State Treasurer to intercept that amount of any Pledged State Aid which has not already been transferred to the Issuer. Any Pledged State Aid which is thus intercepted shall be transferred to the Depository and shall be applied after the Authority's Notes are paid in the same manner as provided in paragraph (A) above; and/or

(ii) give notice to the Issuer requiring the Issuer to enter into one or more Tax Intercept Agreements (each a "TIA") to provide additional security for the payment of the Notes and the Issuer shall take the actions necessary to enter into the TIA(s). Each TIA shall be in a form prescribed by the Authority, with such additions, deletions or substitutions reasonably required by any local taxing unit that collects operating taxes revenues collected for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer shall deem necessary and appropriate.

(D) Failure to pay all or a portion of the Payment Obligations to the Authority not later than [March 20, 2018][August 20, 2018] shall constitute an event of default ("Default") under this Purchase Contract and the Authority's, the Holders' and the Holders' Representatives' rights and remedies upon such Default shall be as set forth in this Purchase Contract and Schedule I and in applicable law.]

The Issuer consents to the Authority's pledge and assignment of and grant of a security interest in the Authority's rights and interest (subject to certain rights of indemnification) in the Notes and this Purchase Contract as security for the Authority's Notes and a Trust Indenture dated as of August 1, 2017, issued by the Authority pursuant to its Note Authorizing Resolution adopted May 18, 2017, and for the Authority's obligations under a Note Purchase Agreement between it and any Holder of the Authority's Notes.

The Issuer acknowledges that Section 15 of the Authority's enabling statute, the Shared Credit Rating Act, as amended, provides for a statutory lien on the Authority's pledge of the Pledged State Aid which is paramount and superior to all other liens for the sole purpose of paying the principal of, and interest on, the Authority's Notes.

The Issuer further acknowledges that Section 17a(3) of the Act does not require the State to make an appropriation to any school district or intermediate school district and shall not be construed as creating an indebtedness of the State.

With respect to any payment not received from the Issuer by the Depository by the time and date due under this Purchase Contract, the Issuer agrees to pay the Authority an amount as invoiced by the Authority to recover its administrative costs attributable to the late payment. The Issuer further agrees to reimburse the Authority (A) for any and all amounts which the Authority may have to rebate to the federal government due to investment income which the Issuer may earn in connection with the issuance or repayment of its Notes and (B) for the Issuer's pro rata share of the Costs of Issuance that were paid by the Authority in the event that the Authority is required to rebate investment earnings to the federal government regardless, in either case, whether the Issuer is subject to such rebate or not. In the event the Issuer does not meet any arbitrage rebate exception pursuant to the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, relative to the Notes, the Issuer will make any required rebate payment to the federal government when due.

The Issuer shall make the Notes and its Closing Documents (defined below) available for inspection by the Authority on August __, 2017, at the offices of the Thrun Law Firm, P.C., East Lansing, Michigan. At 9:00 a.m., prevailing Eastern time, on August 21, 2017 ("Closing Date"), the Issuer shall deliver the Notes to the Authority at the offices of Miller, Canfield, Paddock and Stone, P.L.C., Lansing, Michigan, together with such other documents, certificates and closing opinions as the Authority shall require (the "Closing Documents") and the Authority shall accept delivery of the Notes and the Closing Documents and pay the purchase price for the Notes.

(Remainder of Page Intentionally Left Blank)

The Authority shall have the right in its sole discretion to terminate the Authority's obligations under this Purchase Contract to purchase, accept delivery of and pay for the Notes if the Authority is unable for any reason to sell and deliver the Authority's Notes on or prior to the Closing Date.

Michigan Finance Authority

By _____
Its Authorized Officer

Accepted and Agreed to this
_____ day of _____, 2017
_____ ("Issuer")

By _____
Title: _____

(Signature page to Purchase Contract)



Schedule I

[INSTALLMENT PAYMENT SCHEDULE]

All capitalized terms used and not expressly defined in this Schedule I shall have the meanings given to them in the Purchase Contract to which this Schedule I is attached (the "Purchase Contract").

1. The Issuer hereby covenants that it will deposit all Installment payments as set forth in paragraph 9 below with U.S. Bank National Association, or its successor (the "Depository") at its designated corporate trust office located in Detroit, Michigan. [The Issuer directs the Depository to use the proceeds of the Installment payments to acquire U.S. Treasury Obligations state and local government series (SLGS) and/or such other U.S. Treasury notes, bonds, bills and securities as authorized and directed by the Authority and as permitted by law, or, if authorized and directed by the Authority to enter into an investment contract with a financial institution on behalf of the Issuer for the investment of the Installment payments.] In the event the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.

2. The number of Installments shall be as set forth in paragraph 9 below. The Issuer hereby agrees to deposit funds with the Depository in accordance with the Purchase Contract and its resolution authorizing the Notes.

3. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.

4. The Issuer covenants that the principal amount of the Notes, together with any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 75% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2017, through August 31, 2018.

5. The principal amount and the initial interest rate on the Notes shall not exceed \$ _____ and _____% per annum, respectively.

6. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$ _____, plus (B) the Issuer's pro rata share of related charges pursuant to the Note Purchase Agreement between the Authority and the Purchaser, including, without limitation, all other amounts owing to the Holders under the Note Purchase Agreement.

7. The Notes shall be dated August 21, 2017 and shall mature on [July 20], 2018.

8. The purchase price of the Notes shall be \$ _____ (par of \$ _____ [less net discount of \$ _____] [plus net premium of \$ _____]).

9. The amounts of the Installments/Mandatory Redemptions on the Payment Dates are:

<u>Payment Date</u>	<u>Installment/Mandatory Redemption</u>
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10. In the event that the Issuer fails to pay all or a portion of the Payment Obligations to the Authority on any Payment Date or at maturity, the unpaid principal amount shall bear a default interest rate per annum beginning on the applicable Payment Date or maturity date, payable each day such principal amount remains unpaid, in an amount calculated by multiplying such unpaid principal by a percentage equal to the Base Rate plus 4.0% per annum or such lower interest rate as may be established by the Authority pursuant to an agreement between the Authority and the Holders' Representative. Interest at such default interest rate shall be payable on demand.

“Adjusted One Month LIBOR Rate” means for any date an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the sum of (i) 2.50% per annum plus (ii) the quotient of (a) the interest rate determined by the Holders’ Representative by reference to the Reuters Screen LIBOR01 Page (or on any successor or substitute page) to be the rate at approximately 11:00 a.m. London time, on such date or, if such date is not a Business Day, on the immediately preceding Business Day, for dollar deposits with a maturity equal to one (1) month divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to dollar deposits in the London interbank market with a maturity equal to one (1) month, provided that if the rate for any date so determined shall be less than zero, such rate shall be zero for purposes of this calculation.

“Base Rate” means, for any day, the highest of (a) the Prime Rate, (b) the Adjusted One Month LIBOR Rate and (c) seven and one-half percent (7.50%) per annum.

“Business Day” means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in the States of Michigan, Illinois or New York are authorized or required by law or executive order to close or (iii) a day on which the New York Stock Exchange is closed.

“Prime Rate” means, for any day, the rate of interest announced by JPMorgan Chase Bank, N.A. from time to time as its prime commercial rate for U.S. dollar loans, or equivalent, as in effect on such day, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate.

“Reserve Requirement” means a percentage equal to the daily average during the most recently completed interest period of the aggregate maximum reserve requirements (including all basic, supplemental, marginal and other reserves), as specified under Regulation D of the Federal Reserve Board, or any other applicable regulation that prescribes reserve requirements applicable to Eurocurrency liabilities (as presently defined in Regulation D) or applicable to extensions of credit by the Purchaser the rate of interest on which is determined with regard to rates applicable to Eurocurrency liabilities. Without limiting the generality of the foregoing, the Reserve Requirement shall reflect any reserves required to be maintained by the Purchaser against any category of liabilities that includes deposits by reference to which the Adjusted One Month LIBOR Rate is to be determined.

11. As long as the Notes are outstanding, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its Pledged State Aid, October 2018 State School Aid, or State School Aid payable thereafter without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid (“Other Obligations”) unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer’s intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after August 20, 2018; and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer’s prior pledge of Pledged State Aid as security for the Notes. “Other Obligations” defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 21, 2017 and purchased by the Authority with proceeds from its State Aid Revenue Notes, Series 2017A-__ and Series 2017A-__, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2017. Any one or more of the foregoing restrictions set forth in this paragraph may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

[Note: If a Purchaser of the Authority’s State Aid Revenue Notes, Series 2017A-__, requires particular provisions for determining the interest rate on the Notes or a default interest rate, such provisions will be added to this Schedule I, as appropriate.]

Schedule I

[NO INSTALLMENTS]

All capitalized terms used and not expressly defined in this Schedule I shall have the meanings given to them in the Purchase Contract to which this Schedule I is attached (the "Purchase Contract").

1. The Issuer hereby agrees to deposit or cause to be deposited funds to pay principal of and interest on the Notes with U.S. Bank National Association, or its successor (the "Depository") at its designated corporate trust office located in Detroit, Michigan, in accordance with the Purchase Contract and resolution authorizing the Notes. In the event the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.
2. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.
3. The Issuer covenants that the principal amount of the Notes, together with any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 75% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2017, through August 31, 2018.
4. The principal amount and the initial interest rate on the Notes shall not exceed \$ _____ and _____ % per annum, respectively.
5. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$ _____, plus (B) the Issuer's pro rata share of related charges pursuant to the Note Purchase Agreement[s] among the Authority, [the/each] Purchaser and the Depository (including, without limitation, all other amounts owing to the Holders under the Note Purchase Agreement).
6. The Notes shall be dated August 21, 2017 and shall mature on [March 20, 2018][August 20, 2018].
7. The purchase price of the Notes shall be \$ _____ (par of \$ _____ [less net discount of \$ _____] [plus net premium of \$ _____]).
8. The amounts of the Installments/Mandatory Payments on the Payment Dates are:

Payment Date

Installment/Mandatory Payment

9. In the event that the Issuer fails to pay all or a portion of the Payment Obligations to the Authority on [March 20, 2018][August 20, 2018], the Notes shall bear a default interest rate per annum beginning [March 20, 2018][August 20, 2018], payable each day such principal amount remains unpaid, in an amount calculated by multiplying such unpaid principal by a percentage equal to the Base Rate plus 4.0% per annum or such lower interest rate as may be established by the Authority pursuant to an agreement between the Authority and the Holders' Representative. Interest at such default interest rate shall be payable on demand and shall also be payable during the continuance of any event of default.

"Adjusted One Month LIBOR Rate" means for any date an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the sum of (i) 2.50% per annum plus (ii) the quotient of (a) the interest rate determined by the Holders' Representative by reference to the Reuters Screen LIBOR01 Page (or on any successor or substitute page) to be the rate at approximately 11:00 a.m. London time, on such date or, if such date is not a Business Day, on the immediately preceding Business Day, for dollar deposits with a maturity equal to one (1) month divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to dollar deposits in the London interbank market with a maturity equal

to one (1) month, provided that if the rate for any date so determined shall be less than zero, such rate shall be zero for purposes of this calculation.

“Base Rate” means, for any day, the highest of (a) the Prime Rate, (b) the Adjusted One Month LIBOR Rate and (c) seven and one-half percent (7.50%) per annum.

“Business Day” means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in the States of Michigan, Illinois or New York are authorized or required by law or executive order to close or (iii) a day on which the New York Stock Exchange is closed.

“Prime Rate” means, for any day, the rate of interest announced by JPMorgan Chase Bank, N.A. from time to time as its prime commercial rate for U.S. dollar loans, or equivalent, as in effect on such day, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate.

“Reserve Requirement” means a percentage equal to the daily average during the most recently completed interest period of the aggregate maximum reserve requirements (including all basic, supplemental, marginal and other reserves), as specified under Regulation D of the Federal Reserve Board, or any other applicable regulation that prescribes reserve requirements applicable to Eurocurrency liabilities (as presently defined in Regulation D) or applicable to extensions of credit by the Purchaser the rate of interest on which is determined with regard to rates applicable to Eurocurrency liabilities. Without limiting the generality of the foregoing, the Reserve Requirement shall reflect any reserves required to be maintained by the Purchaser against any category of liabilities that includes deposits by reference to which the Adjusted One Month LIBOR Rate is to be determined.

10. So long as the Notes are outstanding or any amounts are due and owing to the Authority under this Purchase Contract, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its Pledged State Aid, October 2018 State School Aid, or State School Aid payable thereafter without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid (“Other Obligations”) unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer’s intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after [March 20, 2018][August 20, 2018], and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer’s prior pledge of Pledged State Aid as security for the payment of the Notes. “Other Obligations” defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 21, 2017 and purchased by the Authority with proceeds from the State Aid Revenue Notes, Series 2017A-__ or Series 2017A-__, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2017. Any one or more of the foregoing restrictions set forth in this paragraph may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

[Note: If a Purchaser of the Authority’s State Aid Revenue Notes, Series 2017A-__ or Series 2017A-__, requires particular provisions for determining the interest rate on the Notes or a default interest rate, such provisions will be modified, or added to, this Schedule I, as appropriate.]

EXHIBIT C

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF SHIAWASSEE
OWOSSO PUBLIC SCHOOLS
STATE AID NOTE

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u> August 21, 2017	<u>CUSIP No.</u>
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**REGISTERED OWNER:
PRINCIPAL AMOUNT:**

Owosso Public Schools, County of Shiawassee, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, with interest thereon from the date hereof until paid at the Rate specified above based on a 360-day year, 30-day month, on presentation and surrender of this note (the "Note") at _____, Michigan (the "Paying Agent"). This Note is issued in minimum denominations of \$100,000 or multiples of \$1,000 in excess of \$100,000.

This Note is not subject to redemption prior to maturity.

This Note is issued under the provisions of Section 1225 of Act 451, Public Acts of Michigan, 1976, as amended, and Act 34, Public Acts of Michigan, 2001, as amended, for the purpose of providing money for school operations for the fiscal year ending June 30, 2018. The Issuer has pledged for the payment of this Note monies to be received by it from state school aid. As additional security the Issuer has pledged the full faith, credit and resources of the Issuer and, in the event of the unavailability or insufficiency of state school aid for any reason, this Note is payable from tax levies within the Issuer's constitutional and statutory limitations or from unencumbered funds of the Issuer. The pledge of the full faith, credit and resources is subordinate to any encumbrances of tax levies pledged for the payment of tax anticipation notes issued or to be issued by the Issuer pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

The Issuer has designated this Note as a "Qualified Tax-Exempt Obligation" for the purpose of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Note, have been done, exist and have happened in regular and due time and form as required by law, and that the total indebtedness of the Issuer, including this Note, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, Owosso Public Schools, County of Shiawassee, State of Michigan, by its Board of Education, has caused this Note to be signed in the name of the Issuer by its President and Secretary, as of August 21, 2017.

Owosso Public Schools
County of Shiawassee
State of Michigan

By Form Only - Not for Execution
President

And Form Only - Not for Execution
Secretary

EXHIBIT D**SOLICITATION FOR BIDS**

OWOSSO PUBLIC SCHOOLS
COUNTY OF SHIAWASSEE
STATE OF MICHIGAN
\$4,500,000
STATE AID NOTES

Unconditional and firm bids for the purchase of not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) of State Aid Notes (the "Note" or "Notes") will be received by Owosso Public Schools, Shiawassee County, Michigan (the "Issuer"), at the administrative offices of the Issuer, 645 Alger Street, Owosso, Michigan 48867-0340, on the 24th day of July, 2017, until 12:00 o'clock in the p.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read. Award of Notes will be made on behalf of the Issuer by an authorized officer of the Issuer no later than 5:00 o'clock, p.m., on Wednesday, July 26, 2017.

FAXED BIDS: Bidders may submit signed bids via facsimile transmission to the Issuer at (989) 723-7777 provided that the faxed bids are received prior to the time and date fixed for receipt of bids. Bidders submitting faxed bids bear the full risk of failed or untimely transmission of their bids. Bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the Issuer at (989) 723-8131.

NOTE DETAILS; INTEREST RATE; PAYING AGENT; AND DENOMINATION: The Notes will be dated August 21, 2017, or date of delivery, due on August 20, 2018, and will bear interest at a rate not exceeding three percent (3%) per annum. Both principal and interest will be payable at a bank or trust company located in the State of Michigan; New York, New York; or Chicago, Illinois, to be designated by the original purchaser of the Notes, which paying agent qualifies as such under the statutes of the state in which it is located or of the United States, with paying agent fees, if any, to be paid by the purchaser of the Notes. The Notes shall be issued in minimum denominations of \$100,000 or multiples of \$1,000 in excess of \$100,000. If more than one Note is issued, the Notes shall be numbered serially from one upwards.

NO OFFICIAL STATEMENT: The Issuer will not provide a Near Final or final Official Statement. Further, compliance with Rule 15c2-12 of the Securities and Exchange Commission regarding sale to limited numbers of sophisticated investors is the sole responsibility of the successful bidder.

PRIOR REDEMPTION: The Notes are not subject to redemption prior to maturity.

AWARD OF NOTES: For the purpose of awarding the sale of the Notes, the interest cost of each unconditional and firm bid will be computed on a 360-day year, 30-day month, by determining, at the rate specified therein, the total dollar value of all interest on the Notes from August 21, 2017, 2017, to maturity and deducting therefrom any premium. The Notes will be awarded to the bidder whose unconditional and firm bid on the above computation produces the lowest dollar interest cost to the Issuer. No proposal for the purchase of less than all the Notes or at a price less than their par value will be considered. Any and all fees or charges of the bidder must be incorporated into the rate.

SECURITY: The Notes are issued under the provisions of Section 1225 of Act 451, Public Acts of Michigan, 1976, as amended, and Act 34, Public Acts of Michigan, 2001, as amended, for the purpose of providing money for school operations for the fiscal year ending June 30, 2018. The Issuer has pledged for the payment of the Notes, monies to be received by it from state school aid.

As additional security the Issuer has pledged the full faith, credit and resources of the Issuer and, in the event of the unavailability or insufficiency of state school aid for any reason, the Notes are payable from tax levies within its constitutional and statutory limitations or from unencumbered funds of the Issuer. The pledge of full faith and credit is subordinate to any encumbrances or tax levies pledged or to be pledged for the payment of tax anticipation notes issued or to be issued by the Issuer pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

LEGAL OPINION: Bids shall be conditioned upon the unqualified opinion of Thrun Law Firm, P.C., attorneys of Novi, Michigan, which opinion will be furnished without expense to the purchaser prior to the delivery thereof, approving the legality of the Notes.

TAX MATTERS: In the opinion of note counsel, assuming continued compliance by the Issuer with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Notes is excluded from gross income for federal income tax purposes, as described in the opinion, and the Notes and interest thereon are excluded from taxable income for State of Michigan income tax purposes. Further, the Note and the interest thereon are subject to inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The Issuer has designated the Notes as "**QUALIFIED TAX-EXEMPT OBLIGATIONS**" within the meaning of the Code and has covenanted to comply with those requirements of the Code necessary to continue the exclusion of interest on the Notes from gross income for federal income tax purposes.

CERTIFICATE REGARDING "ISSUE PRICE": The successful bidder will be required to furnish, prior to the delivery of the Notes, a certificate in a form acceptable to note counsel as to the "issue price" of the Notes within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

INVESTMENT CERTIFICATE: As a condition of award, the successful bidder will be required to furnish prior to the delivery of the Notes a certificate in a form acceptable to note counsel that documents the investment experience of the successful bidder and provides representations that either the Notes are being purchased for the bidder's own portfolio without the intent to sell or re-offer the Notes or that if there is an intent to sell or re-offer the Notes, the bidder will obtain from the subsequent purchaser an investment certificate that is substantially identical to the certificate provided by the successful bidder. A sample form investment certificate acceptable to note counsel is available for review through note counsel prior to the sale and will be provided by note counsel to the successful bidder after the sale.

CLOSING DOCUMENTS: Drafts of all closing documents, including the form of Note and note counsel's legal opinion, may be requested from Thrun Law Firm, P.C. Final closing documents will be in substantially the same form as the drafts provided. Closing documents will not be modified at the request of a bidder, regardless of whether the bidder's proposal is accepted.

DELIVERY OF NOTES: The Issuer shall furnish Notes ready for execution at its expense. Notes will be delivered without expense to the purchaser at a place located in the STATE OF MICHIGAN, to be mutually agreed upon between the purchaser and the Issuer. Delivery can also be made in Chicago, Illinois or New York, New York, but at the EXPENSE of the PURCHASER. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Notes, will be delivered at the time of the delivery of the Notes. Accrued interest to the date of delivery of the Notes, if any, shall be paid by the purchaser at the time of delivery.

Payment for the Notes shall be in such manner as to assure receipt of funds by the Issuer on the day of delivery of the Notes.

BIDDER CERTIFICATION - NOT "IRAN-LINKED BUSINESS": By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012; MCL 129.311, et seq.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

The bids should be plainly marked "Proposal for Owosso Public Schools State Aid Notes".

Form Only - Not for Execution
Superintendent
Owosso Public Schools



OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017

Report 16-145

FOR ACTION

Subject:

Public Budget Hearing

Recommendation:

Recommend that the Board of Education officially recognize that there has been a public budget hearing as part of this regularly scheduled Board meeting to meet the MDE requirements for such a hearing to take place.

Statement of Purpose/Issue:

The purpose is to meet the requirements of the Michigan Department of Education and the Board of Education by holding a public hearing prior to adoption of the 2017-18 budget. This hearing must be held before the adoption of the budget and shall include the topic of the proposed property tax millage rate. A notice has been published in the paper that the budget would be discussed at this meeting as well as the millage that supports the budget. A signed affidavit to this effect will be received from the Argus Press, the paper of general circulation utilized for the notification.

Facts/Statistics:

- The Board of Education must hold a public hearing on its budget prior to adoption. Taxation issues, including millage rates, will be a subject discussed during this hearing. Specifically addressed will be the *Headlee* Amendment and the Uniform Budgeting and Accounting Act (Truth in Taxation, section 16).
- The purpose of the *Headlee* amendment is to protect Michigan taxpayers against excessive state and local taxation. *Headlee* requires voter approval of any new or increased local tax, **and contains a special limit on property tax increases caused by property tax assessment growth.**
- This year the *Headlee* amendment will not result in roll-back for this year and therefore the District may levy the full 18 operating mills on eligible property. The operating millage was renewed in a vote in May of 2013.
- The Sinking Fund assessment will not be subject to Headlee rollback as the property tax change in values does not warrant such a reduction.
- Truth in Taxation states that a district is not allowed to collect more in taxes than 5% or the rate of inflation, whichever is less, without a public hearing. The millage rates that are imposed by the school district must be adjusted accordingly.
- The proposed property tax millage rates will be at a rate of **18.00 mills** for operating purposes and the sinking fund millage will be set at **3.0**, as passed by the voters in the November 2013 election vote and is unchanged.

Motion

Seconded

Vote – Ayes

Nays

Motion

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017**

Report 16-146

FOR ACTION

Subject:

2016-17 Final Budget Revisions

Recommendations:

Resolve that the Board adopt the resolutions that revise the appropriations for the General, School Service and Building and Site Funds for the 2016-17 fiscal year presented to the Board for adoption at this Board meeting.

Rationale:

Adjust the budget for current information and reduce budget variances.

Statement of Purpose/Issue:

Amend the budget to incorporate actual revenues and expenditures in order to comply with statutory requirements.

Facts/Statistics:

- Figures for the 2016-17 school year can be better estimated at the end of the school year.
- Revising the budgets that were adopted at the February 27, 2017 meeting for the General and School Service funds and that adopted in June of 2016 for the Sinking fund to more closely mirror the reality of the fiscal 2016-17 school year minimizes the likelihood that the auditors will have any comments regarding budget deviations.
- Revisions help to provide a more timely explanation of changes in assumptions that take place due to better information at the end of the year prior to the final audit.
- Finally, the revised budget assists in projecting the cash flow borrowing amount needed for the 2017-18 school year more accurately by representing the projected beginning cash available more closely.

Motion

Seconded

Vote – Ayes

Nays

Motion

2016-17 GENERAL FUND BUDGET REVISION #2
 APPROPRIATION RESOLUTION
 FOR ADOPTION BY THE BOARD OF EDUCATION
 OF OWOSSO PUBLIC SCHOOLS AT A MEETING
 ON JUNE 26, 2017

RESOLVED, that this resolution shall be the General Appropriations of Owosso Public Schools for the fiscal year ending June 30, 2017: A resolution to make appropriations; to provide for the expenditures of the appropriations; and to provide for the disposition of income received by Owosso Public Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the general fund of the Owosso Public Schools for fiscal year ending June 30, 2017 is as follows:

Revenue:	
Local	\$ 3,516,331
State	24,947,886
Federal	1,431,881
Incoming Transfers & Other Transactions	<u>776,000</u>
Total Revenue	<u>\$30,672,098</u>
Audited Fund Balance, July 1, 2016	\$ 3,784,863
Less Appropriated Fund Balance	
Fund Balance Available to Appropriate	<u>\$ 3,784,863</u>
Total Available to Appropriate	<u>\$34,456,961</u>

BE IT FURTHER RESOLVED, that \$30,927,157 of the total available to appropriate in the general fund is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures	
Instruction:	
Basic Programs	\$15,263,275
Added Needs	6,195,728
Continuing Education	138,416
Support Services	
Pupil	485,933
Instructional Staff	907,036
General Administration	600,747
School Administration	2,517,620
Business Services	698,526
Operation and Maintenance	2,685,134
Pupil Transportation	839,934
Other Services	552,272
Outgoing Transfers and Other Transactions	<u>42,536</u>
Total Appropriated	<u>\$30,927,157</u>
Estimated Ending Fund Balance, June 30, 2017	<u>\$ 3,529,804</u>

FURTHER RESOLVED, that no Board of Education member or employee of the Owosso Public Schools shall expend any funds or obligate the expenditures of any funds except pursuant to appropriations made by the Board of Education keeping with the budgetary policy statement hitherto adopted by the Board. Changes in the amount unappropriated by the Board shall require approval by the Board.

BE IT FURTHER RESOLVED, that the Superintendent is hereby charged with general supervision of the execution of the budget adopted by the Board and shall hold the department heads responsible for performance of their responsibilities within the amounts appropriated by the Board of Education and in keeping with the budgetary policy statement hitherto adopted by the Board.

BE IT FURTHER RESOLVED that, for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the Superintendent per Board of Education Policy. In addition, the Superintendent or his/her designee authorize budget transfers between accounts specifically included in the individual building budget allocations provided the total amount allocated to a specific building does not exceed the allocation included in the Appropriations Act. When the Superintendent makes a transfer of appropriations as permitted by this resolution, except transfers within the building budget allocations, such transfer shall be presented to the Board of Education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the Board of Education at such meeting.

This appropriation resolution is to take effect immediately after adoption.

Ayes:

Nays:

Motion Declared:

2016-17 SCHOOL SERVICE FUND BUDGET REVISION #2
 APPROPRIATION RESOLUTION
 FOR ADOPTION BY THE BOARD OF EDUCATION
 OF OWOSSO PUBLIC SCHOOLS AT A MEETING ON
 JUNE 26, 2017

RESOLVED, that this resolution shall be the School Service Fund Appropriations of the Owosso Public Schools for the fiscal year ending June 30, 2017. A resolution to make appropriations, to provide for the expenditure of the appropriations; and to provide for the disposition of all income received by the Owosso Public Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the School Service Fund of the Owosso Public Schools for the fiscal year ending June 30, 2017 is as follows:

Revenue:	
Local	\$305,845
State	76,763
Federal	1,482,559
Incoming Transfers & Other Transactions	0
Total Revenue	<u>\$1,865,167</u>
Audited Fund Balance, July 1, 2016	\$468,894
Less Appropriated Fund Balance	0
Fund Balance Available to appropriate	<u>\$468,894</u>
Total Available to appropriate	<u>\$2,334,061</u>

BE IT FURTHER RESOLVED, that \$2,173,448 of the total available to appropriate in the School Service Fund is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures	
Food Service	\$2,173,448
Total Appropriated	<u>\$2,173,448</u>
Estimated Ending Fund balance, June 30, 2017	<u>\$ 160,613</u>

BE IT FURTHER RESOLVED, that no Board of Education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement hitherto adopted by the Board. Changes in the amount appropriated by the Board shall require approval by the Board.

BE IT FURTHER RESOLVED, that the Superintendent is hereby charged with general supervision of the execution of the budget adopted by the Board.

This appropriation resolution is to take effect immediately after adoption.

Ayes:

Nays:

Motion Declared:

**2016-17 BUILDING AND SITE BUDGET APPROPRIATION
RESOLUTION REVISION #1 FOR ADOPTION BY THE BOARD OF
EDUCATION
OF OWOSSO PUBLIC SCHOOLS AT A MEETING ON
JUNE 26, 2017**

RESOLVED, that this resolution shall be the Building and Site Fund Appropriations of the Owosso Public Schools for the fiscal year ending June 30, 2017. A Resolution to make appropriations, to provide for the expenditure of the appropriations; and to provide for the disposition of all income received by the Owosso Public Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the Building and Site Fund of the Owosso Public Schools for the fiscal year ending June 30, 2017 is as follows:

Revenue:	
Local	\$1,598,606
State	47,447
Federal	0
Incoming Transfers & Other Transactions	0
Total Revenue	\$1,646,053
Audited Fund Balance, July 1, 2016	\$2,458,349
Less Estimated Appropriated or Reserved Fund Balance	0
Fund Balance Available to Appropriate	\$2,458,349
Total Available to Appropriate	\$4,104,402

BE IT FURTHER RESOLVED, that \$1,148,823 of the total available to appropriate in the Building and Site Fund is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures	
Land, buildings, and improvements	\$1,004,040
Purchased Services-professional fees	144,783
Total Appropriated	\$1,148,823
Estimated Ending Fund Balance, June 30, 2017	\$2,955,579

BE IT FURTHER RESOLVED, that no Board of Education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement hitherto adopted by the Board. Changes in the amount appropriated by the Board shall require approval by the Board.

BE IT FURTHER RESOLVED, that the Superintendent is hereby charged with general supervision of the execution of the budget adopted by the Board.

This appropriation resolution is to take effect immediately after adoption.

Ayes:

Nays:

Motion Declared:

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017

Report 16-147

FOR ACTION

Subject:

2017-18 District Budget Presentation

Recommendation:

Recommend that the Board adopt the resolutions presented for the 2017-18 fiscal year budget package for the General fund, School Service and Sinking fund

Rationale:

The rationale is to assure fiscal planning is in accordance with Board direction and legal timelines.

Statement of Purpose/Issue:

The purpose is to create a budget that satisfies the state guidelines, meets the requirements of the Board of Education adopted policy for Fiscal Management, and to meet the needs of the community.

Facts/Statistics:

- ◆ The proposed budget is based on the best information currently available
- ◆ Fiscal integrity has been paramount in development of the assumptions and proposed underlying detail although it is recognized that with the uncertainty surrounding the State's budget process that there is a high probability that revisions will be made to the budget as well as the constant need to re-visit expenditures for amount and necessity as the year progresses.
- ◆ By law, the Board of Education must approve a budget for the 2017-18 school year prior to July 1, 2017.
- ◆ In conjunction with the meeting on June 26th, a notice of a budget hearing has been posted both in the local paper and on the District's website. A "For Action" report has been presented that night as well highlighting that a budget hearing has been incorporated into the budget process. This meeting reflected the proposed operational millage rate that supports the local taxes to be collected to support the budget presented. Based on information received from the County, this rate will remain unchanged from the previous year and not be subject to a Headlee override.

Motion

Seconded

Vote – Ayes

Nays

Motion

2017-18 GENERAL FUND BUDGET
 APPROPRIATION RESOLUTION
 FOR ADOPTION BY THE BOARD OF EDUCATION
 OF OWOSSO PUBLIC SCHOOLS AT A MEETING
 ON JUNE 26, 2017

RESOLVED, that this resolution shall be the General Appropriations of Owosso Public Schools for the fiscal year ending June 30, 2018: A resolution to make appropriations; to provide for the expenditures of the appropriations; and to provide for the disposition of income received by Owosso Public Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the general fund of the Owosso Public Schools for fiscal year ending June 30, 2018 is as follows:

Revenue:	
Local	\$ 3,378,011
State	24,595,201
Federal	1,314,907
Incoming Transfers & Other Transactions	<u>668,333</u>
Total Revenue	<u>\$29,956,452</u>
Estimated Fund Balance, July 1, 2017	\$ 3,529,804
Less Appropriated Fund Balance	
Fund Balance Available to appropriate	<u>\$ 3,529,804</u>
Total Available to appropriate	<u>\$33,486,256</u>

BE IT FURTHER RESOLVED, that \$31,605,359 of the total available to appropriate in the general fund is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures	
Instruction:	
Basic Programs	\$15,621,532
Added Needs	6,274,030
Continuing Education	142,179
Support Services	
Pupil	451,385
Instructional Staff	789,265
General Administration	662,106
School Administration	2,443,932
Business Services	726,130
Operation and Maintenance	2,790,218
Pupil Transportation	1,046,348
Other Services	586,903
Outgoing Transfers and Other Transactions	<u>71,331</u>
Total Appropriated	<u>\$31,605,359</u>
Estimated Ending Fund Balance, June 30, 2018	<u>\$ 1,880,897</u>

FURTHER RESOLVED, that no Board of Education member or employee of the Owosso Public Schools shall expend any funds or obligate the expenditures of any funds except pursuant to appropriations made by the Board of Education keeping with the budgetary policy statement hitherto adopted by the Board. Changes in the amount unappropriated by the Board shall require approval by the Board.

BE IT FURTHER RESOLVED, that the Superintendent is hereby charged with general supervision of the execution of the budget adopted by the Board and shall hold the department heads responsible for performance of their responsibilities within the amounts appropriated by the Board of Education and in keeping with the budgetary policy statement hitherto adopted by the Board.

BE IT FURTHER RESOLVED that, for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the Superintendent per Board of Education Policy. In addition, the Superintendent or his/her designee authorize budget transfers between accounts specifically included in the individual building budget allocations provided the total amount allocated to a specific building does not exceed the allocation included in the Appropriations Act. When the Superintendent makes a transfer of appropriations as permitted by this resolution, except transfers within the building budget allocations, such transfer shall be presented to the Board of Education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the Board of Education at such meeting.

This appropriation resolution is to take effect July 1, 2017 after adoption.

Ayes:

Nays:

Motion Declared:

2017-18 SCHOOL SERVICE FUND BUDGET APPROPRIATION
RESOLUTION
FOR ADOPTION BY THE BOARD OF EDUCATION
OF OWOSSO PUBLIC SCHOOLS AT A MEETING ON
JUNE 26, 2017

RESOLVED, that this resolution shall be the School Service Fund Appropriations of the Owosso Public Schools for the fiscal year ending June 30, 2018. A resolution to make appropriations, to provide for the expenditure of the appropriations; and to provide for the disposition of all income received by the Owosso Public Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the School Service Fund of the Owosso Public Schools for the fiscal year ending June 30, 2018 is as follows:

Revenue:	
Local	\$294,399
State	62,547
Federal	1,593,439
Incoming Transfers & Other Transactions	0
Total Revenue	<u>\$1,950,385</u>
Projected Fund Balance, July 1, 2017	\$160,613
Less Appropriated Fund Balance	0
Fund Balance Available to Appropriate	<u>\$160,613</u>
Total Available to Appropriate	<u>\$2,110,998</u>

BE IT FURTHER RESOLVED, that \$2,088,027 of the total available to appropriate in the School Service Fund is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures	
Food Service	\$2,088,027
Total Appropriated	<u>\$2,088,027</u>
Estimated Ending Fund balance, June 30, 2018	<u>\$ 22,971</u>

BE IT FURTHER RESOLVED, that no Board of Education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement hitherto adopted by the Board. Changes in the amount appropriated by the Board shall require approval by the Board.

BE IT FURTHER RESOLVED, that the Superintendent is hereby charged with general supervision of the execution of the budget adopted by the Board.

This appropriation resolution is to take effect July 1, 2017 after adoption.

Ayes:

Nays:

Motion Declared:

**2017-18 BUILDING AND SITE BUDGET APPROPRIATION
RESOLUTION FOR ADOPTION BY THE BOARD OF EDUCATION
OF OWOSSO PUBLIC SCHOOLS AT A MEETING ON
JUNE 26, 2017**

RESOLVED, that this resolution shall be the Building and Site Fund Appropriations of the Owosso Public Schools for the fiscal year ending June 30, 2018. A Resolution to make appropriations, to provide for the expenditure of the appropriations; and to provide for the disposition of all income received by the Owosso Public Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the Building and Site Fund of the Owosso Public Schools for the fiscal year ending June 30, 2018 is as follows:

Revenue:	
Local	\$1,588,437
State	47,447
Federal	0
Incoming Transfers & Other Transactions	0
Total Revenue	\$1,646,053
Estimated Fund Balance, July 1, 2017	\$2,955,579
Less Estimated Appropriated or Reserved Fund Balance	0
Fund Balance Available to Appropriate	\$2,955,579
Total Available to Appropriate	\$4,601,632

BE IT FURTHER RESOLVED, that \$1,532,576 of the total available to appropriate in the Building and Site Fund is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures	
Land, buildings, and improvements	\$1,407,718
Purchased Services-professional fees	124,858
Total Appropriated	\$1,532,576
Estimated Ending Fund Balance, June 30, 2018	\$3,069,056

BE IT FURTHER RESOLVED, that no Board of Education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement hitherto adopted by the Board. Changes in the amount appropriated by the Board shall require approval by the Board.

BE IT FURTHER RESOLVED, that the Superintendent is hereby charged with general supervision of the execution of the budget adopted by the Board.

This appropriation resolution is to take effect July 1, 2017 after adoption.

Ayes:

Nays:

Motion Declared:

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-148**

FOR ACTION

Subject:

Revised Bylaw 0168.1 – Open Meeting, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Bylaw 0168.1 – Open Meeting**

Facts / Statistics:

The proposed change clarifies that minutes can be approved at either a subsequent regular or special meeting.

This change reflects the current state of law and is recommended by NEOLA for adoption.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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OWOSSO PUBLIC SCHOOLS**

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REVISED POLICY - VOL. 31, NO. 2

MEETINGS

0162 **Quorum**

Four (4) members present at a meeting shall constitute a quorum, and no business shall be conducted in the absence of a quorum.

0163 **Presiding Officer**

The President shall preside at all meetings of the Board. In the absence, disability, or disqualification of the President, the Vice-President shall act instead; if neither person is available, any member shall be designated by a plurality of those present to preside. The act of any person so designated shall be legal and binding.

0164 **Call**

0164.1 **Regular Meetings**

The Board shall hold a meeting at least once each month on a date and at a time and place determined annually by a resolution of the Board.

0164.2 **Special Meetings**

Special meetings of the Board may be called by the President or by any two (2) members of the Board provided there is compliance with the notice provision of these Bylaws.

0164.3 **Emergency Meetings**

In the event of a severe and imminent threat to the health, safety, or welfare of the District, its employees, or students, any member of the Board may call an emergency session provided the majority of the Board concur that delay would be detrimental to efforts to lessen or respond to the threat. Actual notice of any emergency meeting shall be attempted, but not required to other Board members.

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OWOSSO PUBLIC SCHOOLS**

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0165 **Notice**

0165.1 **Regular Meetings**

Within ten (10) days after the organizational Board meeting, the Board shall cause to be posted at the Board office and in other locations considered appropriate by the Board, a notice listing the date, time, and place of each regularly scheduled meeting of the Board. The notice shall contain the name and address of the District and its telephone number.

The notice shall also contain the following statement:

"Upon request to the Superintendent, the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting."

Upon the written request of an individual, organization, firm, or corporation, and upon the requesting party's payment of a yearly fee of not more than the estimated reasonable cost for printing and postage of each notice as shall be determined annually by the Board, the District shall send to the requesting party by first-class mail a copy of any notice required to be posted by these bylaws. The news media shall be entitled to receive, at their request, copies of such notices free of charge.

0165.2 **Change of Regular Meetings**

Within three (3) days after the Board adopts a resolution changing the date, time, or place of a regularly scheduled meeting, the meeting notice shall state the date, time, and place of the rescheduled meeting, as well as the name, address, and telephone number of the District. Said notice shall be posted on the front door of the Administrative Office Building and such other place(s) as the Board may determine. Said notice shall be posted at least eighteen (18) hours before the rescheduled meeting.

M.C.L.A. 15.264, 15.266

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OWOSSO PUBLIC SCHOOLS**

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0165.3 **Special Meetings**

Said notice shall state the date, time, and place of such special meeting and the business to be transacted thereat, as well as the name, address, and telephone number of the District. A notice of any special meeting shall be posted at least eighteen (18) hours before said special meeting at the Board office and such other places as the Board may determine. A copy of said notice shall be served upon each member of the Board.

0165.4 **Emergency Meetings**

No notice of any emergency meeting shall be required.

0165.5 **Recess**

Any meeting of the Board may be recessed to another time and place. Any meeting which is recessed for more than thirty-six (36) hours shall be reconvened only after a notice stating the date, time, and place of the recessed meeting as well as the name, address, and telephone number of the District has been posted on the front door of the Administrative Office Building and such other place as the Board may determine for at least eighteen (18) hours prior to the time the meeting is to be reconvened.

M.C.L.A. 15.265, 380.1201(3)(4)

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OWOSSO PUBLIC SCHOOLS**

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0166

Agenda

The Superintendent shall prepare and submit to each Board member a written agenda prior to each regular meeting and each special meeting, unless otherwise directed by the Board. The agenda shall list the various matters to come before the Board and shall serve as a guide for the order of procedure for the meeting. Individual Board members may include items on the agenda upon the concurrence of the Board President.

The agenda of the regular monthly meeting or special meetings shall be accompanied by a report from the Superintendent on information relating to the District with such recommendations as s/he shall make.

Each agenda shall contain the following statement:

"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."

The agenda for each regular meeting shall be mailed or delivered to each Board member so as to provide proper time for the member to study the agenda. Generally, the agenda should be mailed no later than five (5) days prior to the meeting, or delivered so as to provide time for the study of the agenda by the member. The agenda for a special meeting shall be delivered at least twenty-four (24) hours before the meeting, consistent with provisions calling for special meetings.

The Board shall transact business according to the agenda prepared by the Superintendent and submitted to all Board members in advance of the meeting. The order of business may be altered and items added at any meeting by a majority vote of the members present.

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0166.1 Consent Agenda

The Board of Education shall use a consent agenda to keep routine matters within a reasonable time frame.

The following routine business items may be included in a single resolution for consideration by the Board.

- A. minutes of prior meetings
- B. bills for payment

A member of the Board may request any item to be removed from the consent resolution and defer it for a specific action and more discussion. No vote of the Board will be required to remove an item from the consent agenda. A single member's request shall cause it to be relocated as an action item eligible for discussion. Any item on the consent agenda may be removed and discussed as a nonaction item or be deferred for further study and discussion at a subsequent Board meeting if the Superintendent or any Board member thinks the item requires further discussion.

0167 Conduct

0167.1 Voting

All regular and those special meetings of the Board at which the Board is authorized to perform business shall be conducted in public. No act shall be valid unless approved at a meeting of the Board by a majority vote of the members elected or appointed to and serving on the Board and a proper record made of the vote. Meetings of the Board shall be public and no person shall be excluded there from. M.C.L.A. 380.1201

Unless specifically authorized by Michigan conflict of interest laws, any Board member's decision to abstain shall be recorded and be deemed to acquiesce in the action taken by the majority. Failure to vote, absent a statutory exception, constitutes a breach of the Board member's duty as a public official. In situations in which a specified number of affirmative votes is required and abstentions have been noted, the motion shall fail if the specified number of affirmative votes have not been cast. In situations in which there is a tie vote and the abstention represents the deciding vote, the motion shall fail for lack of a majority. 184 Mich App 681, 684 (1990)

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All actions requiring a vote may be conducted by voice, show of hands, or roll call provided that the vote of each member be recorded. Proxy voting shall not be permitted. Any member may request that the Board be polled.

Revised 6/27/11

0167.2

Closed Session

The Board may meet in a closed session, one closed to the public, for the following purposes:

- A. to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, staff member, or individual agent, if the named person requests a closed hearing **(a majority vote is required)**
- B. to consider the dismissal, suspension, or disciplining of a student only if the student or student's parents request a closed hearing **(a majority vote is required)** (Also see Bylaw 0169, Student Disciplinary Hearings)
- C. for strategy and negotiation sessions connected with the negotiation of a collectively-bargained agreement if either negotiating party requests a closed hearing **(a majority vote is required)**
- D. to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained **(a two-thirds (2/3's) vote is required)**
- E. to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body **(a two-thirds (2/3's) vote is required)**
- F. to consider material such as written opinions of counsel which are exempt from discussion by State or Federal statute **(a two-thirds (2/3's) vote is required)**

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- G. to review the specific contents of an application for employment or appointment if the candidate requests that the application remain confidential (**a two-thirds (2/3's) vote is required**)

However, all interviews for employment or appointment of the Superintendent shall be held in an open meeting of the Board.

In keeping with the confidential nature of closed sessions, no member of the Board shall disclose the content of discussions that take place during such sessions. The only exceptions will be discussions with the District's legal counsel or as directed by an order of a court with proper jurisdiction.

M.C.L.A. 15.267, 15.268

0167.3

Public Participation at Board Meetings

The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on District matters.

Any person or group wishing to place an item on the agenda shall register their intent with the Superintendent no later than ten (10) days prior to the meeting and include:

- A. name and address of the participant;
- B. group affiliation, if and when appropriate;
- C. topic to be addressed.

Such requests shall be subject to the approval of the Superintendent and the Board President.

Denial of the opportunity to have an item placed on the agenda will not preclude an individual or group from the opportunity to speak during the public participation portion of the meeting.

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To permit fair and orderly public expression, the Board shall provide a period for public participation at public meetings of the Board and publish rules to govern such participation in Board meetings and in Board committee meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business.
- B. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address and/or group affiliation, if and when appropriate.
- C. Each statement made by a participant shall be limited to three (3) minutes duration.
- D. No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.
- E. Participants shall direct all comments to the Board and not to staff or other participants.
- F. All statements shall be directed to the presiding officer; no person may address or question Board members individually.
- G. The presiding officer may:
 - 1. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;

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2. request any individual to leave the meeting when that person behaves in a manner that is disruptive of the orderly conduct of the meeting;
 3. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
 4. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
- H. The portion of the meeting during which the participation of the public is invited shall be limited to thirty (30) minutes, unless extended by a vote of the Board.

Tape or video recordings are permitted subject to the following conditions:

- A. No obstructions are created between the Board and the audience.
- B. No interviews are conducted in the meeting room while the Board is in session.
- C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.

M.C.L.A. 15.263(4)(5)(6), 380.1808

Revised 6/14/10

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0167.4 **Administrative Participation**

The Superintendent and those administrators directed by the Superintendent shall attend all meetings, when feasible. Administrative participation shall be by professional counsel, guidance, and recommendation - as distinct from deliberation, debate, and voting of Board members.

0167.5 **Use of Electronic Mail**

Since E-mail is a form of communication that could conflict with the Open-Meetings Law, it will be used to conduct business of the Board only for the purposes of communicating:

- A. messages between Board members or between a Board member and employee(s) which do not involve deliberating or rendering a decision on matters pending before the Board;
- B. possible agenda items between the Superintendent and the Board President;
- C. times, dates, and places of regular or special Board meetings;
- D. a Board meeting agenda or public record information concerning items on the agenda;
- E. requests for public record information from a member of the administration, school staff, or community pertaining to District operations;
- F. responses to questions posed by members of the public, administrators, or school staff.

Under no circumstances shall Board members use E-mail to discuss among themselves Board business that is only to be discussed in an open meeting of the Board, is part of an executive session, or could be considered an invasion of privacy if the message were to be monitored by another party.

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OWOSSO PUBLIC SCHOOLS**

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There should be no expectation of privacy for any messages sent by E-mail. Messages that have been deleted may still be accessible on the hard drive, if the space has not been occupied by other messages. Messages, deleted or otherwise, may be subject to disclosure under the Freedom of Information Act, unless an exemption would apply.

0168 **Minutes**

0168.1 **Open Meeting**

The Secretary, or a temporary secretary appointed by the presiding officer, shall designate a person to keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is called. These minutes must be approved by the Board and endorsed by the Secretary at the next meeting. The minutes shall include all roll-call votes taken at the meeting. Proposed minutes shall be available for public inspection not later than eight (8) business days after the meeting to which the minutes refer. Approved minutes shall be available for public inspection not later than five (5) business days after the meeting at which the minutes are approved. The minutes shall be available for inspection at the Superintendent's office and shall be available for purchase at a fee estimated by the business office to cover the cost of printing and copying.

The Board Secretary shall not include in or with its minutes any personally identifiable information on any student of the District which if released, would prevent the public body from complying with the Family Educational Rights and Privacy Act of 1974.

The official minutes shall be bound together by years and kept in the office of the Board of Education.

Minutes of the preceding meetings shall be approved by the Board as its first order of business at its ~~next~~ regular meeting.

The minutes shall show only action taken and if requested, remarks of Board members, administration and/or citizens present.

M.C.L.A. 15.269, 380.1201

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0168.2 **Closed Meeting**

The Board shall designate a person to keep separate minutes of each closed meeting of the Board. These minutes shall be retained by the Secretary of the Board, but shall not be available to the public and shall only be disclosed if required by a civil action filed under M.C.L.A. 15.270 et seq. These minutes may be destroyed one (1) year and one (1) day after approval of the minutes of the regular meeting at which the closed session was approved.

M.C.L.A. 15.267, 15.269, 15.270-71, 15.273

0168.3 **Committee Meetings**

Any Board Committee, whether standing or appointed ad hoc, which exercises governmental or proprietary authority must comply with the Open Meetings provisions in 0168.1 and 0168.2, and Public Participation provisions in 0167.3. Committees that are empowered to take action, make recommendations or otherwise deliberate in place of the Board are subject to this requirement.

Adopted 12/11/06
Revised 6/14/10

0169 **Student Disciplinary Hearings**

0169.1 **Closed Session Requested**

If parent or student requests a closed hearing, a vote must be taken. The purpose of the closed session should be announced: "To consider a student disciplinary matter, pursuant to the request of the parent/guardian" [NOTE: Do not need to use the name since that could identify the student]. A majority is required to go into a closed session.

Those invited into closed session should include the student, parent(s) and/or representative(s) and school administrator(s) bringing charges. Others may be admitted at Board discretion, if needed for the proceeding or at the request of student/parents.

Witnesses should be admitted when needed to testify. They should be asked to leave the closed session after testifying. Witnesses may be required to affirm that they will tell the truth.

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The Administration should present a summary of the requested discipline and an overview of the incident(s) supporting discipline. The Administration shall call and question witnesses as it determines appropriate. The administrator may testify as a witness to the results of his/her investigation of the incident and the student's past record.

The student, parent, or representative (only one (1)) should be allowed to ask the witness(es) questions related to issues reasonably related to the discipline. Additional questioning by the Administration, the student/representative and/or the Board may be allowed at the Board's discretion.

The student, parent, or representative may then present witnesses or statements to the Board. The Administration and/or the Board may ask questions of these individuals. The Board may allow additional questioning at its discretion.

When the presentation of evidence is concluded, the Board will deliberate. It may exclude both the Administration and the student and representatives, or allow both sides to remain. If the Board desires clarification of any testimony during its deliberation, it shall assure that both the Administration and the student are present to hear the information.

The Board shall not take any action in the closed session. To act on the discipline the Board must return to open session. This requires a majority vote.

During the open session the name of the student shall not be used in voting on the discipline, to protect student privacy under the Federal Family Education Rights and Privacy Act. The student may be referred to by a Code Number or Pseudonym (i.e. Student A). Only the reference code shall be indicated in the Board minutes, NOT the student's actual name. The reference code shall be listed in the student's discipline file.

If, at any time during the hearing, the student, parent or authorized representative withdraws the request for a closed hearing, the matter shall proceed under the open hearing provisions.

0169.2 Open Hearing

If the student, parent or authorized representative does not request a closed hearing, the Board must still assure that the Family Education Rights and Privacy Act is not violated.

The parents (or student if eighteen (18) or older) should sign an authorization to release student record information to allow discussion of the student's information in the public forum (Form 8330 F4). If the parents refuse to sign the authorization or information relating to other students must be presented at the hearing, it should be done anonymously by referring to students by Code Numbers or Pseudonyms. If this is not possible, then the Board may go into closed session to receive student identifiable information pursuant to a two-thirds (2/3's) roll call vote for the announced purpose of "Considering material exempt from discussion or disclosure by State or Federal law."

In all other respects the hearing shall proceed as outlined under the Closed Hearing.

The Board must deliberate and act on the discipline in open session. The student, parents, administration and public will be allowed to be present. Students/parents who have not authorized disclosure to the public will not be mentioned by name during deliberations, but only by anonymous reference code. Any action must be by a vote of the Board in open session. If the student/parents have signed an authorization for public disclosure, then the student's name may be used in the motion and recorded in the Board minutes.

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Board of Education Meeting
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Report 16-149

FOR ACTION

Subject:

Revised Policy 2221 – Mandatory Courses, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 2221 – Mandatory Courses**

Facts / Statistics:

Recent legislation to M.C.L. 380.1168 requires school districts to include age and grade appropriate instruction about genocide, including, but not limited to, the Holocaust and the Armenian Genocide. The legislature recommends a combined total of 6 hours of this instruction during grades 8 to 12.

This change reflects the current state of law and is recommended by NEOLA for adoption but is not required.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REVISED POLICY - VOL. 31, NO. 2

MANDATORY COURSES

In compliance with the Michigan School Code, the Board of Education directs the Superintendent to prepare, implement, and supervise courses of instruction in the following areas:

- A. the Constitution of the United States and Michigan, and in the history and present form of government of the United States, and Michigan and its political subdivisions
- B. the principal modes by which communicable disease is spread and the best methods for the restriction and prevention of these diseases
- C. instruction in physiology and hygiene with special emphasis on drug abuse prevention
- D. **Age and grade appropriate instruction in grades 8 through 12 about genocide, including, but not limited to, the Holocaust and Armenian Genocide.**

The Superintendent shall prepare appropriate guidelines relative to the planning, teaching, and evaluation of these courses.

M.C.L.A. 380.1166, **1168**, 1169, 1170

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OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-150

FOR ACTION

Subject:

New Policy 2461 – Recording of District Meetings Involving Students and/or Parents, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **New Policy 2461 – Recording of District Meetings Involving Students and/or Parents**

Facts / Statistics:

This new policy provides the structure for districts to limit unauthorized recordings of meetings and other interactions with district personnel, given the availability of technology like AngelSense (a device/service available to parents for tracking students that also has the potential to “listen in” to interactions of the student during the day which could be recorded by using another external device) in the Schools. This language is intended to provide a framework for such recording to take place and specifically require that advanced notification take place for such recording.

This policy is offered for consideration but is not required by law.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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NEW POLICY - VOL. 31, NO. 2

**RECORDING OF DISTRICT MEETINGS INVOLVING STUDENTS
AND/OR PARENTS**

[SELECT OPTION # 1 OR OPTION # 2]

[OPTION #1]

Recording of IEP Team and 504 Meetings

- [X]** In order to facilitate parents' ability to fully participate in the IEP and/or 504 process, parents of students with disabilities are ordinarily permitted to audio record IEP Team meetings and 504 Team meetings in accordance with the following procedures:
- A. Parents wishing to audio record an IEP Team meeting or 504 Team meeting must utilize their own recording device and provide notice to the District prior to the date of the scheduled IEP Team or 504 Team meeting.
 - B. If parent(s) elects to audio record an IEP Team meeting, the District will also record the meeting.

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[OPTION #2]

Recording of IEP Team and 504 Team Meetings

- []** The recording of IEP Team meetings and 504 Team meetings is prohibited unless it is necessary in order for a parent to understand the IEP process or 504 process and/or his/her child's IEP or 504 Plan, or otherwise necessary to implement other parental rights under the IDEIA, Section 504 of the Rehabilitation Act of 1973, as amended, and/or the Americans with Disabilities Act, as amended.
- A. If a parent believes that audio recording an IEP Team or 504 Team meeting is necessary, s/he should notify _____ **[Principal or Director of Pupil Services or Director of Special Education]** in writing, preferably at least two (2) school days before the IEP Team or 504 Team meeting, of his/her desire to audio record the meeting and the reason the recording is required. _____ will notify the parent at least one (1) school day before the meeting if s/he intends to deny the parent's request to record the meeting.
- B. If the District representative denies the request, s/he will state in writing the reasons for the denial. Authorized exceptions to the general prohibition against the audio recording of IEP Team meetings and 504 Team meetings will typically involve situations when a parent or other IEP Team or 504 Team member has a disability recognized under Section 504/ADA or a language barrier that would preclude the individual's ability to understand and/or meaningfully participate in the IEP process or 504 process. The District representative may ask for documentation of the existence of any such disability or language barrier. If a parent is permitted to audio record the meeting, s/he must use his/her own recording device and the District will similarly record the meeting.

[END OF OPTIONS]

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**Recording of Other District Meetings Involving Students and/or Parents (e.g.,
Parent-Teacher Conferences)**

[SELECT OPTION #3 or OPTION #4]

[OPTION #3]

- Parents are permitted to audio record meetings with the District provided they notify the District prior to the date of the scheduled meeting of their intent to record the meeting. If a parent provides the requisite notice and is permitted to audio record the meeting, s/he must use his/her own recording device and the District will similarly record the meeting.

[OPTION #4]

- Parents are prohibited from audio recording meetings with the District unless a parent or District staff member has a disability recognized under Section 504/ADA or a language barrier that would preclude the individual's ability to understand and/or participate in the meeting. The District representative may ask for documentation of the existence of any such disability or language barrier. If a parent is permitted to audio record the meeting, s/he must use his/her own recording device and the District will similarly record the meeting.

[END OF OPTIONS]

Video recording any District meeting is strictly prohibited, with the exception of meetings open to the public under the Open Meetings Act.

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Parents and students are expressly prohibited from using covert means to listen-in or make a recording (audio or video) of any meeting or activity at school. This includes placing recording devices, or other devices with one- or two-way audio communication technology (i.e., technology that allows a person off-site to listen to live conversations and sounds taking place in the location where the device is located), within a student's book bag, on the student's person or otherwise in an area capable of listening in or recording without express written consent of the Superintendent. Any requests to place a recording device or other device with one- or two-way audio communication technology within a student's book bag or on a student's person shall be submitted, in writing, to the **Principal** [~~e.g. Principal or Director of Pupil Services~~]. The District representative shall notify the parent(s), in writing, whether such request is denied or granted within five (5) days.

If the District audio records any meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.

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OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-151

FOR ACTION

Subject:

Revised Policy 2623 – Student Assessment, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 2623 – Student Assessment**

Facts / Statistics:

This policy has been revised to bring specific test references up to date with current requirements, including the assessments required by the new third grade reading legislation. The reference to Michigan promise grants has been left in the template because the reference has not been deleted from statute.

This change reflects the current state of law and is recommended by NEOLA for adoption.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

policy

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REVISED POLICY - VOL. 31, NO. 2

STUDENT ASSESSMENT

The Board of Education shall, in compliance with law and rules of the State Board of Education, assess student achievement and needs in designated subject areas in order to determine the progress of students and to assist them in attaining District goals.

Each student's proficiencies and needs will be assessed by staff members upon his/her entrance into the District and annually or more frequently, as required by law, thereafter. Procedures for such assessments will include, but need not be limited to, teacher observation techniques, cumulative student records, student performance data collected through standard testing programs and/or diagnostic reading assessment systems, student portfolios, and physical examinations.

The Superintendent shall develop and the Board shall approve and present to the Board annually a program of testing and assessment that includes:

- A. the Michigan Student Test of Educational Progress (M-STEP), the Michigan Merit Examination (or other readiness assessment program approved by the State Superintendent) () **the PSAT [END OF OPTION]** and MI-Access Alternate Assessments administered each year in accordance with the schedule established by statute and the State Department of Education;

M-STEP includes summative assessments designed to measure student growth effectively for today's students. English language arts and mathematics will be assessed in grades 3–8, science in grades 4 and 7, and social studies in grades 5 and 8. It also includes the Michigan Merit Examination in 11th grade, which consists of the SAT with essay, ACT WorkKeys, and M-STEP summative in science, and social studies.

- B. **A valid and reliable screening, formative and diagnostic third grade reading assessment systems approved by the Michigan Department of Education.**

- B.C** criteria-based written and oral examinations which include use of alternative questions, demonstrations, writing exercises, individual and group projects, performances, portfolios, and samples of best

policy

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work;

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- C.D** selection of assessment instrument, data, and other District criteria that will be used to assess educational achievement of each student in grades 1-5;
1. assessment tests;
 2. achievement tests.

The Board requires that:

- A. any assessment tests used shall not be a psychiatric examination, testing, or treatment; or a psychological examination, testing, or treatment in which the primary purpose is to reveal information concerning:
1. political affiliations;
 2. mental and psychological problems potentially embarrassing to the student or his/her family;
 3. sexual behavior and attitude;
 4. illegal, anti-social, self-incriminating, and demeaning behavior;
 5. critical appraisals of other individuals with whom respondents have close family relationships;
 6. legally-recognized, privileged and analogous relationships, such as those of lawyers, physicians, and ministers;
 7. income without the prior consent of the adult student or without the prior written consent of the parent;
- B. any personality testing complies with Department of Education guidelines.

policy

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The Board also requires that:

- A. tests be administered by persons who are qualified under State law and regulation;
- B. parents be informed of the testing program of the schools and of the special tests that are to be administered to their children;
- C. students who have not attained satisfactory scores on the fourth grade or seventh grade test ~~MEAP Tests~~ should be provided special assistance that will enable them to bring reading skills up to grade level within a twelve (12) month period;
- D. data regarding individual test scores be entered on the student's cumulative record, where it will be subject to the policy of this Board regarding student records.

All eleventh grade students shall participate in the Michigan Merit Examination, unless excluded under the guidelines established by the State Department of Education.

A student who wants to repeat a State approved readiness assessment (other than the Michigan Merit Examination and any component) may repeat the assessment in the next school year or after graduation on a date when the District is administering the assessment. Only this type of repeat assessment testing will be without charge to the student.

The District shall administer the complete Michigan Merit Examination to a student only once and shall not administer the complete Michigan Merit Examination to the same student more than once if the student has valid scores in some or all MME components. If a student does not take the complete Michigan Merit Examination in grade 11, the District shall administer the complete Michigan Merit Examination to the student in grade 12. If a student chooses to retake the college entrance examination component of the Michigan Merit Examination, the student may do so through the provider of the college entrance examination component and the cost of the retake is the responsibility of the student unless all of the following are met:

- A. the student has taken the complete Michigan Merit Examination

policy

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- B. the student did not qualify for a Michigan promise grant based on the student's performance on the complete Michigan Merit Examination
- C. the student meets the Federal income eligibility criteria for free breakfast, lunch, or milk
- D. the student has applied to the provider of the college entrance examination component for a scholarship or fee waiver to cover the cost of the retake and that application has been denied
- E. after taking the complete Michigan Merit Examination, the student has not already received a free retake of the college entrance examination component paid for either by the State of Michigan, or through a scholarship or fee waiver by the provider

M.C.L. 380.1278a, 380.1279, 380.1279g, 390.1451 et seq., 380.1280b, 380.1280f
A.C. Rule 340.1101 et seq.

Adopted 11/23/09
Revised 4/22/13
Revised 6/27/16
Revised 6/26/17

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**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-152**

FOR ACTION

Subject:

Revised Policy 3120.04 – Employment of Substitutes, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 3120.04 – Employment of Substitutes**

Facts / Statistics:

This policy has been revised to clarify the district’s rights and obligations under the statute with respect to the employment status of substitute teachers.

Although the District currently utilizes a third party contractor to employ substitute teachers, it is considered prudent to maintain up to date policies to cover any possible future changes in practices. This change recommended by NEOLA for consideration and adoption.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REVISED POLICY - VOL. 31, NO. 2

EMPLOYMENT OF SUBSTITUTES

The Board of Education recognizes the need to procure the services of substitutes in order to continue the operation of the schools as a result of the absence of regular personnel.

Substitute personnel are subject to a criminal history record check. See Policy 3121.

The Superintendent shall employ substitutes for assignment as services are required to replace temporarily-absent regular staff members and fill new positions. Such assignment of substitutes may be terminated when their services are no longer required. Any substitute, however, who is employed **directly by the District** for 150 days or more during a school year of not less than 180, **except under circumstances identified in statute**, days shall be given, during the balance of that year as well as during the succeeding school year, the first opportunity to accept or reject a contract for which the person is certified and qualified, provided that all other District teachers have been reemployed in accordance with the negotiated, collectively-bargained agreement.

Substitutes must possess a valid Michigan professional certificate and a permit, if substitute teaching in a subject for which s/he is not certified, except under the following circumstances:

- A. The Superintendent may employ noncertificated, nonendorsed substitutes to teach, in grades 9-12, a course in computer science, foreign language, mathematics, biology, chemistry, engineering, physics, robotics, or any other course approved by the State Board, providing they meet all of the conditions established by law and by the Superintendent.
- B. The Superintendent may also employ a substitute without a valid teaching certificate if the person has at least ninety (90) semester hours of college credit from a college or university.

In order to retain well-qualified substitutes for service in this District, the Board will offer competitive compensation at a rate set annually by the Board.

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A substitute, employed **directly by the District** in one (1) specific teaching position, shall, after sixty (60) consecutive days in that assignment, be paid a salary not less than the minimum salary on the current salary schedule and granted the privileges provided regular staff.

A substitute shall be paid a minimum of four (4) hours once the substitute is called.

M.C.L.A. ~~380.1229A~~, 380.1230, 380.1230a, 380.1230g, 380.1233, 380.1531
M.C.L.A. 380.1236, 380.1236a
A.C. Rule 390.1105(1), 390.1141(2), 390.1146

Revised 4/06
Revised 6/17

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**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-153**

FOR ACTION

Subject:

**Revised Policies 3121/4121 – Criminal History Record Check, Professional and Support Staff,
2nd reading**

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policies 3121/4121 – Criminal History Record Check, Professional and Support Staff**

Facts / Statistics:

These polices have been revised in order to be consistent with compliance requirements of the Michigan State Policy/Federal Bureau of Investigation (MSP/FBI) requirements for access and handling of criminal history record information.

These revisions reflect the current compliance requirements of MSP/FBI and are recommended for adoption by NEOLA to maintain accurate policies.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REVISED POLICY - VOL. 31, NO. 2

CRIMINAL HISTORY RECORD CHECK

Before the District hires any employee (full or part-time) or allows any individual under contract to continuously and regularly work in the schools, a criminal history records check shall be conducted in accordance with State law.

"Under contract" shall apply to individuals, as well as owners and employees of entities, who contract directly with the District or with a third party vendor, management company, or similar contracting entity to provide food, custodial, transportation, counseling or administrative services on more than an intermittent or sporadic basis. It shall also apply to individuals or entities providing instructional services to students or related auxiliary services to special education students.

Prior to allowing an individual, who is subject to the criminal history record check requirement, to work in the District, the District shall submit a fingerprint-based check on the individual, using Michigan State Police (MSP) Form RI-030 (7/2012), regardless of whether the individual will work directly for the District or be contracted through a third-party vendor, management company or similar contracting entity ("Private Contractors"). Except as provided below, the report from the MSP must be received, reviewed and approved by the District prior to the individual commencing work.

Such Private Contractors cannot receive or retain criminal history record information ("CHRI").¹ Where the District will contract with a Private Contractor for the services of an individual, the District will notify the Private Contractor(s), after review of the MSP report, whether the individual has been approved to work within the District. The District may not give any details, including the fact that a criminal history check was run. Notice for approval to work in the District should use the Affidavit of Assignment or similar "red light/green light" procedure.

¹ ~~Individuals who act on behalf of the District, work on a regular or continuous basis in the District, are involved in the hiring process of District employees, and have successfully undergone a fingerprint-based criminal history record check by the District, may continue to submit~~ and receive such criminal history record checks on behalf of the District must be direct, regardless of their status as employees of the District. Notwithstanding this, Information Technology contractors and vendors may be granted access to CHRI subject to successful completion of a national fingerprint-based criminal history record check as detailed in Policy 8321.,-contractors, vendors or similar classification.
~~,-contractors, vendors or similar classification.~~

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Should it be necessary to employ a person or contract for a person to maintain continuity of the program prior to receipt of the criminal history report, the Superintendent may contract on a provisional basis until the report is received. Any such provisional hire requires that:

- A. the record check has been requested;
- B. the applicant has signed a disclosure of all convictions and acknowledges that employment may be terminated if there are discrepancies; and
- C. the hiring occurs during the school year or not more than thirty (30) days before the beginning of the school year.

For substitute teachers or substitute bus drivers currently working in another district, public school academy or non-public school in the State, the Superintendent may use a report received from the State Police by such school to confirm the individual has no criminal history. Absent such confirmation, a criminal history record check shall be performed.

Individuals working in multiple districts may authorize the release of a prior criminal history records check with another district in lieu of an additional check for either direct employment or working regularly and consistently under contract in the schools.

Individuals who previously received a statutorily required criminal background check and who have been continuously employed by a school district, intermediate school district, public school academy or non-public school within the State, with no separation, may have their previous record check sent to the District in lieu of submitting to a new criminal background check. If this method is used, the Superintendent must confirm that the record belongs to that individual and whether there have been any additional convictions by processing the individual's name, sex and date of birth through the Internet Criminal History Access Tool (ICHAT).

"No separation," for purposes of the preceding paragraph, means a lay off or leave of absence of less than twelve (12) months with the same employer; or the employee transfers without a break in service to another school district, intermediate school district, public school academy or non-public school within the State.

All criminal history record check reports received from the State Police or produced by the State Police and received by the District from another proper source, will be maintained in the individual's personnel record.

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When the District receives a report that shows an individual has been convicted of a listed offense under State statutes or any felony, the Superintendent shall take steps to verify that information using public records, in accordance with the procedures provided by the State Department of Education.

Verified convictions may result in termination of employment or rejection of an application. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of a "listed" offense as defined in M.C.L. 28.722. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of any felony unless both the Superintendent and the Board provide written approval.

The District must report as directed by and to the State Department of Education the verified information regarding conviction for any listed offense or conviction for any felony and the action taken by the District with regard to such conviction. Such report shall be filed within sixty (60) days of receipt of the original report of the conviction.

The Superintendent shall establish the necessary procedures for obtaining from the Criminal Records Division of the State Police any criminal history on the applicant maintained by the State Police. In addition, the Superintendent shall request the State Police to obtain a criminal history records check from the Federal Bureau of Investigation.

An applicant must submit, at no expense to the District, a set of fingerprints, prepared by an entity approved by the Michigan State Police, as part of his/her employment application or as required by State law for continued employment.

Confidentiality

All information and records obtained from such criminal background inquiries and disclosures are to be considered confidential and shall not be released or disseminated to those who have not been given access to CHRI by the Superintendent not directly involved in evaluating the applicant's qualifications. ~~Records involving misdemeanor convictions for sexual or physical abuse or any felony are not subject to these restrictions.~~ Violation of confidentiality is considered a misdemeanor punishable by a fine up to \$10,000.

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Any notification received from the Michigan Department of Education or Michigan State Police regarding District employees with criminal convictions shall be exempt from disclosure under the Freedom of Information Act (FOIA) for the first fifteen (15) days until the accuracy of the information can be verified. Thereafter, only information about felony convictions or misdemeanor convictions involving physical or sexual abuse may be disclosed in reference to a FOIA request.

Criminal history reports may be released with the written authorization of the individual.

Records may also be released, in accordance with statute, upon the request of a school district, intermediate school district, public school academy or non-public school when the individual is an applicant for employment at such school and there has been no separation from service, as defined in this policy and by statute.

M.C.L. 380.1230 et. seq., 380.1535, 380.1535a, 380.1809, 28.722

Revised 2/13/06
Revised 4/06
Revised 12/11/06
Revised 5/14/07
Revised 11/24/08
Revised 5/12/14
Revised 6/2017

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REVISED POLICY - VOL. 31, NO. 2

CRIMINAL HISTORY RECORD CHECK

Before the District hires any employee (full or part-time) or allows any individual under contract to continuously and regularly work in the schools, a criminal history records check shall be conducted in accordance with State law.

"Under contract" shall apply to individuals, as well as owners and employees of entities, who contract directly with the District or with a third-party vendor, management company, or similar contracting entity, to provide food, custodial, transportation, counseling or administrative services on more than an intermittent or sporadic basis. It shall also apply to individuals or entities providing instructional services to students or related auxiliary services to special education students.

Prior to allowing an individual, who is subject to the criminal history record check requirement, to work in the District, the District shall submit a fingerprint-based check on the individual, using Michigan State Police (MSP) Form RI-030 (7/2012), regardless of whether the individual will work directly for the District or be contracted through a third-party vendor, management company or similar contracting entity ("Private Contractors"). Except as provided below, the report from the MSP must be received, reviewed and approved by the District prior the individual commencing work.

Such Private Contractor(s) cannot receive or retain criminal history record information ("CHRI").¹ Where the District will contract with a Private Contractor for the services of an individual, the District will notify the Private Contractor(s), after review of the MSP report, whether the individual has been approved to work within the District. The District may not give any details, including the fact that a criminal history check was run. Notice for approval to work in the District should use the Affidavit of Assignment or similar "red light/green light" procedure.

¹ ~~Individuals who act on behalf of the District, work on a regular or continuous basis in the District, are involved in the hiring process of District employees, and have successfully undergone a fingerprint-based criminal history record check by the District, may continue to submit and receive such criminal history record checks on behalf of the District must be direct, regardless of their status as employees of the District. Notwithstanding this, Information Technology contractors and vendors may be granted access to CHRI subject to successful completion of a national fingerprint-based criminal history record check as detailed in Policy 8321., contractors, vendors or similar classification., contractors, vendors or similar classification.~~

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Should it be necessary to employ a person or contract for a person to maintain continuity of the program prior to receipt of the criminal history report, the Superintendent may contract on a provisional basis until the report is received. Any such provisional hire requires that:

- A. the record check has been requested;
- B. the applicant has signed a disclosure of all convictions and acknowledges that employment may be terminated if there are discrepancies; and
- C. the hiring occurs during the school year or not more than thirty (30) days before the beginning of the school year.

Such an inquiry shall also be made for regular substitutes who may be employed by the District. A substitute support staff person shall be required to submit to a criminal history records check ~~if they work more than in the schools, on a regular and consistent basis,~~ even if such work is only as needed.

Individuals working in multiple districts may authorize the release of a prior criminal history records check with another district in lieu of an additional check for either direct employment or working regularly and consistently under contract in the schools.

Individuals who previously received a statutorily required criminal background check and who have been continuously employed by a school district, intermediate school district, public school academy or non-public school within the State, with no separation, may have their previous record check sent to the District in lieu of submitting to a new criminal background check. If this method is used, the Superintendent must confirm that the record belongs to that individual and whether there have been any additional convictions by processing the individual's name, sex and date of birth through the Internet Criminal History Access Tool (ICHAT).

"No separation," for purposes of the preceding paragraph, means a lay off or leave of absence of less than twelve (12) months with the same employer; or the employee transfers without a break in service to another school district, intermediate school district, public school academy or non-public school within the State.

All criminal history record check reports received from the State Police or produced by the State Police and received by the District from another proper source, will be maintained in the individual's personnel record.

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When the District receives a report that shows an individual has been convicted of a listed offense under State statutes or any felony, the Superintendent shall take steps to verify that information using public records, in accordance with the procedures provided by the State Department of Education.

Verified convictions may result in termination of employment or rejection of an application. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of a "listed" offense as defined in M.C.L. 28.722. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of any felony unless both the Superintendent and the Board provide written approval.

The District must report as directed by and to the State Department of Education the verified information regarding conviction for any listed offense or conviction for any felony and the action taken by the District with regard to such conviction. Such report shall be filed within sixty (60) days of receipt of the original report of the conviction.

The Superintendent shall establish the necessary procedures for obtaining from the Criminal Records Division of the State Police any criminal history on the applicant maintained by the State Police. In addition, the Superintendent shall request the State Police to obtain a criminal history records check from the Federal Bureau of Investigation.

An applicant must submit, at no expense to the District, a set of fingerprints, prepared by an entity approved by the Michigan State Police, as part of his/her employment application or as required by State law for continued employment.

Confidentiality

All information and records obtained from such inquiries and disclosures are to be considered confidential and shall not be released or disseminated to those who have not been given access to CHRI by the Superintendent, not directly involved in evaluating the applicant's qualifications. ~~Records involving misdemeanor convictions for sexual or physical abuse or any felony are not subject to these restrictions. not directly involved in evaluating the applicant's qualifications. Records involving misdemeanor convictions for sexual or physical abuse or any felony are not subject to these restrictions.~~ Violation of confidentiality is considered a misdemeanor punishable by a fine up to \$10,000.

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Any notification received from the Michigan Department of Education or Michigan State Police regarding District employees with criminal convictions shall be exempt from disclosure under the Freedom of Information Act (FOIA) for the first fifteen (15) days until the accuracy of the information can be verified. Thereafter, only information about felony convictions or misdemeanor convictions involving physical or sexual abuse may be disclosed in reference to a FOIA request.

Criminal history reports may be released with the written authorization of the individual.

Records may also be released, in accordance with statute, upon the request of a school district, intermediate school district, public school academy or non-public school when the individual is an applicant for employment at such school and there has been no separation from service, as defined in this policy and by statute.

M.C.L. 380.1230 et seq., 380.1535, 380.1535a, 380.1809, 28.722

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Revised 4/06
Revised 12/11/06
Revised 5/14/07
Revised 11/24/08
Revised 5/12/14
Revised 6/17

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OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-154

FOR ACTION

Subject:

Replacement Policy 5111.01 – Homeless Students, New Policy 5111.03 – Children and Youth in Foster Care and New Policy 8340 – Letters of Reference, 2nd readings

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Replacement Policy 5111.01 – Homeless Students, New Policy 5111.03 – Children and Youth in Foster Care and New Policy 8340 – Letters of Reference**

Facts / Statistics:

The Elementary and Secondary Education Act (ESEA) was reauthorized by the United States Congress in December 2015 with the passage of the Every Student Succeeds Act (ESSA). Since passage, each state has been working on its plan for implementation of Federal requirements. State plans, once developed and adopted by the state, must be submitted to the United States Department of Education (USDOE) for approval. Overall implementation is targeted to begin July 1, 2017. To accommodate this implementation, NEOLA has proposed the referenced polices to assist districts in meeting compliance standards as set forth in ESSA.

These polices are recommended for adoption by NEOLA to conform to guidance set forth in ESSA.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REPLACEMENT POLICY- ESSA

HOMELESS STUDENTS

Definitions

Children who are identified as meeting the Federal definition of "homeless" will be provided a free appropriate public education (FAPE) in the same manner as all other students of the District. To that end, homeless students will not be stigmatized or segregated on the basis of their status as homeless. The District shall establish safeguards that protect homeless students from discrimination on the basis of their homelessness. The District shall regularly review and revise its policies, including school discipline policies that may impact homeless students, including those who may be a member of any of the Protected Classes (Policy 2260).

Homeless children and youth are defined as individuals who lack a fixed, regular, and adequate nighttime residence, and include children and youth who meet any of the following criteria:

- A. share the housing of other persons due to loss of housing, economic hardship, or similar reason
- B. live in motels, hotels, trailer parks, or camping grounds due to a lack of alternative adequate accommodations
- C. live in emergency or transitional shelters
- D. are abandoned in hospitals
- E. have a primary night time residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, or
- F. live in a car, park, public space, abandoned building, substandard housing¹, bus or train station, or similar setting

Pursuant to the McKinney-Vento Act, an unaccompanied youth includes a homeless child or youth not in the physical custody of a parent or guardian.

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Services to Homeless Children and Youth

The District will provide services to homeless students that are comparable to other students in the District, including:

- A. transportation services;
- B. public preschool programs and other educational programs and services for which the homeless student meets eligibility criteria including:
 1. programs for children with disabilities;
 2. programs for English Learners (ELs) (i.e., students with Limited English Proficiency (LEP));
 3. programs in career and technical education;
 4. programs for gifted and talented students;
 5. school nutrition programs; and
 6. before - and after-school programs.

Note:

¹ According to nonregulatory guidance from the U.S. Department of Education (ED), standards for adequate housing may vary by locality. Please see ED guidance for factors to consider when determining whether a child or youth is living in "substandard housing."

Education for Homeless Children and Youth Programs, Non-Regulatory Guidance, U.S. Department of Education (ED), Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act, at A-3 (July 27, 2016).

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The Superintendent will appoint a Liaison for Homeless Children who will perform the duties as assigned by the Superintendent. Additionally, the Liaison will coordinate and collaborate with the State Coordinator for the Education of Homeless Children and Youth as well as with community and school personnel responsible for the provision of education and related services to homeless children and youths. For more information on the role of the Liaison, refer to AG 5111.01.

School Stability

Maintaining a stable school environment is crucial to a homeless student's success in school. To ensure stability, the District must make school placement determinations based on the "best interest" of the homeless child or youth based on student-centered factors. The District must:

- A. continue the student's education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; and for the remainder of the academic year even if the child or youth becomes permanently housed during an academic year; or
- B. enroll the student in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

When determining a child or youth's best interest, the District must assume that keeping the homeless student in the school of origin is in that student's best interest, except when doing so is contrary to the request of the student's parent or guardian, or the student if s/he is an unaccompanied youth. The school of origin is the school the student attended or enrolled in when permanently housed, including a public preschool. The school of origin also includes the designated receiving school at the next level for feeder school patterns, when the student completes the final grade level at the school of origin.

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When determining the student's best interest, the District must also consider student-centered factors, including the impact of mobility on achievement, education, health, and safety of homeless students and give priority to the request of the student's parent or guardian, or youth (if an unaccompanied youth). The District also considers the school placement of siblings when making this determination.

If the District finds that it is not in the student's best interest to attend the school of origin or the school requested by the parent or guardian, or unaccompanied youth, the District must provide the individual with a written explanation and reason for the determination in a manner and form understandable to the parent, guardian or unaccompanied youth. This written explanation will include appeal rights and be provided in a timely manner.

Immediate Enrollment

The District has an obligation to remove barriers to the enrollment and retention of homeless students. A school chosen on the basis of a best interest determination must immediately enroll the homeless student, even if the student does not have the documentation typically necessary for enrollment, such as immunization and other required health records, proof of residency, proof of guardianship, birth certificate or previous academic records. The homeless student must also be enrolled immediately regardless of whether the student missed application or enrollment deadlines during the period of homelessness or has outstanding fines or fees.

The enrolling school must immediately contact the school last attended by the homeless student to obtain relevant academic or other records. If the student needs immunization or other health records, the enrolling school must immediately refer the parent, guardian or unaccompanied youth to the local liaison, who will help obtain the immunizations, screenings or other required health records. Records usually maintained by the school must be kept so that they are available in a timely fashion if the child enters a new school or district. These records include immunization or other required health records, academic records, birth certificates, guardianship records, and evaluations for special services or programs. Procedures for inter-State records transfer between schools should be taken into account in order to facilitate immediate enrollment.

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In addition, the District will also make sure that, once identified for services, the homeless student is attending classes and not facing barriers to accessing academic and extracurricular activities, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs (if available). Additionally, the District should consider giving homeless children and youths priority if there is a waitlist for these schools, programs, and activities.

Transportation

The District provides homeless students with transportation services that are comparable to those available to non-homeless students. The District also provides or arranges for transportation to and from the school of origin at the parent or guardian's request, or the liaison's request in the case of an unaccompanied youth. Transportation is arranged promptly to allow for immediate enrollment and will not create barriers to a homeless student's attendance, retention, and success.

- A. If the homeless student continues to live in the District, where the school of origin is located, transportation will be provided or arranged for the student's transportation to or from the school of origin.
- B. If the homeless student moves to an area served by another district, though continuing his/her education at the school of origin (which is in the District), the District and the district in which the student resides must agree upon a method to apportion responsibility and costs for transportation to the school of origin. If the districts cannot agree upon such a method, the responsibility and costs will be shared equally.
- C. When the student obtains permanent housing, transportation shall be provided to and from the school of origin until the end of the school year.

The District determines the mode of transportation in consultation with the parent or guardian and based on the best interest of the student.

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In accordance with Federal law, the above transportation requirements still apply during the resolution of any dispute. The District will work with the State to resolve transportation disputes with other districts. If the disputing district is in another State, the District will turn to the State for assistance as Federal guidance says that both States should try to arrange an agreement for the districts.

Dispute Resolution

Homeless families and youths have the right to challenge placement and enrollment decisions. If a dispute arises between a school and a parent, guardian or unaccompanied youth regarding eligibility, school selection, or enrollment of a homeless student, the District must follow its dispute resolution procedures, consistent with the State's procedures. If such a dispute occurs, the District will immediately enroll the homeless student in the school in which enrollment is sought pending final resolution of the dispute, including all appeals. The student will receive all services for which they are eligible until all disputes and appeals are resolved.

Pursuant to State, District and Board of Education policies, the District will provide the parent, guardian or unaccompanied youth with a written explanation of all decisions regarding school selection and enrollment made by the school, District, or State, along with a written explanation of appeal rights.

The District's notice and written explanation about the reason for its decision will include, at a minimum, an explanation of how the school reached its decision regarding eligibility, school selection, or enrollment, including 1) a description of the proposed or refused action by the school, 2) an explanation of why the action is proposed or refused, 3) a description of other options the school considered and why those options were rejected, 4) a description of any other relevant factors to the school's decision and information related to the eligibility or best interest determination such as the facts, witnesses, and evidence relied upon and their sources, and 5) an appropriate timeline to ensure deadlines are not missed. The District must also include contact information for the Liaison and the State Coordinator, and a brief description of their roles. The District will also refer the parent, guardian or unaccompanied youth to the Liaison, who will carry out the dispute resolution process.

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The District ensures that all decisions and notices are drafted in a language and format appropriate for low-literacy, limited vision readers, and individuals with disabilities. For children and youth and/or parents or guardians who are English learners or whose dominate language is not English, the District will provide translation and interpretation services in connection with all phases of the dispute resolution process pursuant to federal laws. The District will also provide electronic notices via email if the parent, guardian or unaccompanied youth has access to email followed by a written notice provided in person or sent by mail.

Homeless Children in Preschool

Homeless preschool-aged children and their families shall be provided equal access to the educational services for which they are eligible, including preschool programs, including Head Start programs, administered by the District. Additionally, the homeless child must remain in the public preschool of origin, unless a determination is made that it is not in the child's best interest. When making such a decision on the student's best interest, the District takes into account the same factors as it does for any student, regardless of age. It also considers pre-school age specific factors, such as 1) the child's attachment to preschool teachers and staff; 2) the impact of school climate on the child, including school safety; the quality and availability of services to meet the child's needs, including health, developmental, and social-emotional needs; and 3) travel time to and from school.

The District must also provide transportation services to the school of origin for a homeless child attending preschool. It is the District's responsibility to provide the child with transportation to the school of origin even if the homeless preschooler who is enrolled in a public preschool in the District moves to another district that does not provide widely available or universal preschool.

Public Notice

In addition to notifying the parent or guardian of the homeless student or the unaccompanied youth of the applicable rights described above, the District shall post public notice of educational rights of children and youth experiencing homelessness in each school. In addition, the District shall post public notice of the McKinney-Vento rights in places that homeless populations frequent, such as shelters, soup kitchens, and libraries in a manner and form understandable to the parents and guardians and unaccompanied youths.

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Records

The local liaison will assist the homeless students and their parent(s) or guardian(s) or unaccompanied homeless students in their efforts to provide documentation to meet State and local requirements for entry into school.

All records for homeless students shall be maintained, subject to the protections of the Family Educational Rights and Privacy Act (FERPA) and Policy 8330, and in such a manner so that they are available in a timely fashion and can be transferred promptly to the appropriate parties, as required. Pursuant to the McKinney-Vento Act, information regarding a homeless student's living situation is not considered directory information and must be provided the same protections as other non-directory personally identifiable information (PII) contained in student education records under FERPA. The District shall incorporate practices to protect student privacy as described in AG 5111.01, AG 8330, and in accordance with the provisions of the Violence Against Women Act (VAWA) and the Family Violence Prevention and Services Act (FVPSA).

No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of homeless children.

42 U.S.C. 11431 et seq. (McKinney - Vento Homeless Act)

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NEW POLICY - ESSA

CHILDREN AND YOUTH IN FOSTER CARE

The Board of Education recognizes the importance of educational stability for children and youth in foster care. Further, the Board recognizes these children and youth as a vulnerable subgroup of students in need of safeguards and supports in order to facilitate a successful transition through elementary and secondary education and into college and/or careers. To that end, the District will collaborate with the Michigan Department of Education (MDE), other schools and school districts, and the appropriate child welfare agencies to provide educational stability for children and youth in foster care.

Definitions

Children who meet the Federal definition of "in foster care" will be provided a free appropriate public education (FAPE) in the same manner as all other students of the District. To that end, students in foster care will not be stigmatized or segregated on the basis of their status. The District shall establish safeguards that protect foster care students from discrimination on the basis of their foster care status or other of the recognized Protected Classes (Policy 2260). The District shall regularly review and revise its policies, including school discipline policies that may impact students in foster care.

Consistent with the Fostering Connections Act, "foster care" means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in:

- A. foster family homes;
- B. foster homes of relatives;
- C. group homes;
- D. emergency shelters;
- E. residential facilities;

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- F. child care institutions; and
- G. preadoptive homes.

A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made. (45 C.F.R. 1355.20 (a)).

School Stability

The District shall remove barriers to the enrollment and retention of children and youth in foster care in schools in the District. Foster care students shall be enrolled immediately, even if they do not have the necessary enrollment documentation such as immunization and health records, proof of residency or guardianship, birth certificate, school records, and other documentation.

The District shall meet the Title I requirements for educational stability for children and youth in foster care, including those awaiting foster care placement. The District shall identify which students are in foster care and shall collaborate with State and tribal child welfare agencies to provide educational stability for these children and youth. District staff will work closely with child welfare agency personnel to develop and implement processes and procedures that include these enrollment safeguards:

- A. a child/youth in foster care shall remain in his/her school of origin, unless it is determined that remaining in the school of origin is not in that child's best interest;
- B. if it is not in the child's best interest to stay in his/her school of origin, the child shall be immediately enrolled in the determined new school even if the child is unable to produce records normally required for enrollment; and
- C. the new (enrolling) school shall immediately contact the school of origin to obtain relevant academic and other records, including the student's Individualized Education Program (IEP) if applicable. (ESEA Section 1111(g)(1)(E)(i)-(iii)).

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School of Origin

The school of origin is the school in which a student is enrolled at the time of placement in foster care. If a student's foster care placement changes, the school of origin would then be considered the school in which the child is enrolled at the time of the placement change. A student in foster care shall remain in his/her school of origin, if it is determined to be in the student's best interest, for the duration of the student's placement in foster care.

When a student exits foster care, the District will continue to prioritize the student's educational stability in determining placement, supports, and services deemed to be in the child's best interests.

- A student who has exited foster care shall be permitted to remain in the school of origin until the end of the school year.
- A student who has exited foster care shall be permitted to remain in the school of origin until the end of the () semester () quarter.
- A student who has exited foster care shall not be permitted to remain in the school of origin, unless there are extenuating circumstances and documentation to demonstrate that the child should remain in the school of origin through the end of the (X) school year, (X) semester **OR** (X) quarter **AT THE DISCRETION OF THE SCHOOL DISTRICT.**

Best Interest Determination

In making the best interest determination, the District will follow the guidelines established by MDE and the State or tribal custodial agencies. The District shall utilize the prescribed process in conjunction with local custodial agencies in making best interest determinations, and shall make such determination within five (5) school days of the child's placement in foster care or change in child's living arrangement. Once a determination is made the District shall provide the decision in writing to all relevant parties, in collaboration with the appropriate custodial agency. When making decisions regarding educational placement of students with disabilities under IDEA and Section 504, the District shall provide all required special educational and related services and supports provided in the least restrictive placement where the child's unique needs, as described in the student's IEP or Section 504 plan, can be met.

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If there is a dispute regarding whether the educational placement of a child in foster care is in the best interest of that child, the dispute resolution process established by the Michigan Department of Education (MDE) shall be used.

The District's representatives shall collaborate fully in this process, considering relevant information regarding academic programming and related service needs of the child, and advocating for what the District believes is in the best interest of the child.

To the extent feasible and appropriate, the child will remain in his/her school of origin while disputes are being resolved in order to minimize disruption and reduce the possible number of moves between schools. (ESEA Section 1111(g)(1)(E)(i)).

Since the custodial agency holds ultimate legal responsibility for making the best interest determination for the foster child in their care, if the dispute cannot be resolved, the custodial agency will make the final determination. Such final determination will be made within five (5) school days of the child's placement in foster care or change in the child's living arrangement.

All notifications and reports regarding foster care placement, changes in school enrollment, transportation services, and changes in the child's living arrangements shall be provided to the affected parties, in writing, in accordance with the forms, procedures, and requirements of the MDE and the State or tribal custodial agencies.

Local Point of Contact

The Superintendent shall designate and make public a local point of contact who will perform the duties as assigned by the Superintendent. The point of contact shall serve as a liaison to coordinate with child protection agencies, lead the development of a process for making the best determination for a student, facilitate the transfer of records, and oversee the enrollment and regular school attendance of students in foster care.

Records

The District shall provide privacy protections for children and families and shall facilitate appropriate data-sharing pertaining to children in foster care between child welfare and educational agencies, in accordance with the Family Educational Rights and Privacy Act (FERPA) and Policy 8330 – Student Records.

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Services to Children and Youth in Foster Care

Foster care children and their families shall be provided equal access to the educational services for which they are eligible comparable to other students in the District including:

- A. educational services for which the student in foster care meets eligibility criteria including services provided under Title I of the Elementary and Secondary Education Act or similar State and local programs, educational programs for children with disabilities, and educational programs for students with limited English proficiency;
- B. preschool programs;
- C. programs in vocational and technical education;
- D. programs for gifted and talented students;
- E. school nutrition programs; and
- F. before - and after-school programs.

Transportation Services

The District must ensure that transportation is provided for children in foster care consistent with the procedures developed by the District in collaboration with the State or local child welfare agency. These requirements apply whether or not the LEA already provides transportation for children who are not in foster care.

In order for a student in foster care in his/her school of origin, when in his/her best interest, transportation services shall be provided, arranged, and funded for the duration of the child's placement in foster care. The District's transportation services will provide that:

- A. Children in foster care needing transportation to their schools of origin will promptly receive that transportation in a cost effective manner and in accordance with Section 475(4)(A) of the Social Security Act; and

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- B. If there are additional costs incurred in providing transportation to the school of origin, the District shall provide such transportation if 1) the local child welfare agency agrees to reimburse the District for the cost of such transportation; 2) the District agrees to pay for the cost; or 3) the District and the local child welfare agency agree to share the cost. (ESEA 1112(c)(5)(B)).

Additional costs incurred in providing transportation to the school of origin should reflect the difference between what the District would otherwise spend to transport a student to his/her assigned school and the cost of transporting the foster care student to the school of origin. The District will collaborate with the State Education Agency (SEA), other LEAs, and child welfare agencies to pursue possible funding sources and arrangements to deal with transportation costs.

Since foster care placements may occur across district, county, or State boundary lines, coordination among multiple agencies may be necessary. The District will work with appropriate State and local agencies to address such placement and transportation issues that arise. The District shall provide or arrange for adequate and appropriate transportation to and from the school of origin while any disputes are being resolved.

No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of children and youth in foster care.

45 C.F.R. 1355.20

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NEW POLICY - ESSA

LETTERS OF REFERENCE

The Board of Education recognizes that any current or former employee's request to an administrator for a letter of reference is an opportunity to share information about the staff member's performance with a prospective employer. The Board, however, does not require that such references be provided and a current or former employee should have no expectation that a letter of reference will be written upon request. The decision to comply with such a request shall be solely at the discretion of the administrator and the:

- business manager
- Human Resources Director
- Superintendent

If an administrator opts, however, to prepare such a letter, the Board expects that administrator to provide specific and truthful comments concerning the employee's actual performance that can be substantiated by the individual's personnel file. The letter must be reviewed by the:

- business manager
- Human Resources Director
- Superintendent

before it may be released.

In accordance with State law, an administrator who, in the scope of his/her employment, provides a letter of reference is entitled to at least a qualified privilege for his/her statements provided such statements were made in good faith without malice.

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All District employees, including but not limited to an administrator who prepares a letter of reference or provides an employment reference pursuant to this policy, are prohibited from assisting a District employee, contractor or agent in obtaining a new job if s/he knows or has reasonable cause to believe that such District employee, contractor or agent engaged in sexual misconduct regarding a minor or student in violation of State or Federal law. "Assisting" does not include the routine transmission of administrative and personnel files. The only exceptions permitted are those authorized by the Every Student Succeeds Act, such as where the matter has been investigated by law enforcement and the matter was officially closed due to lack of probable cause or where the individual was acquitted or otherwise exonerated of the alleged misconduct.

This policy does not excuse the District from providing responses to request for information as to Unprofessional Conduct, as required by State law.

Section 8546 of the Every Student Succeeds Act (ESSA)
M.C.L. 423.452, 380.1230(b)

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OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-155

FOR ACTION

Subject:

Revised Policy 5517.01 – Bullying and Other Aggressive Behavior toward Students, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 5517.01 – Bullying and Other Aggressive Behavior toward Students**

Facts / Statistics:

The revisions to this policy are optional and are based on changes to M.C.L. 380.1310b, which “encourages” Districts to include provisions for considering use of restorative practices in its anti-bullying policy. The optional proposed language changes regarding restorative practices are based on newly enacted M.C.L. 380.1310c.

These revisions are offered for consideration by NEOLA but are not mandatory.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REVISED POLICY - VOL. 31, NO. 2

**BULLYING AND OTHER AGGRESSIVE BEHAVIOR TOWARD
STUDENTS**

It is the policy of the District to provide a safe and nurturing educational environment for all of its students.

This policy protects all students from bullying/aggressive behavior regardless of the subject matter or motivation for such impermissible behavior.

Bullying or other aggressive behavior toward a student, whether by other students, staff, or third parties, including Board members, parents, guests, contractors, vendors, and volunteers, is strictly prohibited. This prohibition includes written, physical, verbal, and psychological abuse, including hazing, gestures, comments, threats, or actions to a student, which cause or threaten to cause bodily harm, reasonable fear for personal safety or personal degradation.

Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

This policy applies to all "at school" activities in the District, including activities on school property, in a school vehicle, and those occurring off school property if the student or employee is at any school-sponsored, school-approved or school-related activity or function, such as field trips or athletic events where students are under the school's control, or where an employee is engaged in school business. Misconduct occurring outside of school may also be disciplined if it interferes with the school environment.

Notification

Notice of this policy will be **annually** circulated to and posted in conspicuous locations in all school buildings and departments within the District and discussed with students, as well as incorporated into the teacher, student, and parent/guardian handbooks. State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires will be required to review and sign off on this policy and the related complaint procedure.

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Parents or legal guardians of the alleged victim(s), as well as of the alleged aggressor(s), shall be promptly notified of any complaint or investigation as well as the results of the investigation to the extent consistent with student confidentiality requirements. A record of the time and form of notice or attempts at notice shall be kept in the investigation file.

To the extent appropriate and/or legally permitted, **confidentiality** will be maintained during the investigation process. However, a proper investigation will, in some circumstances, require the disclosure of names and allegations. Further, the appropriate authorities may be notified, depending on the nature of the complaint and/or the results of the investigation.

Reporting

No later than May 30, 2015, the District shall submit to the Department of Education a copy of this Policy.

The District shall report incidents of bullying to the Department of Education on an annual basis according to the form and procedures established by the Department of Education.

Should this Policy be amended or otherwise modified, the District shall submit a copy of the amended or modified Policy to the Department of Education no later than thirty (30) days after adopting the modification.

Implementation

The Superintendent is responsible to implement this policy, and may develop further guidelines, not inconsistent with this policy.

This policy is not intended to and should not be interpreted to interfere with legitimate free speech rights of any individual. However, the District reserves the right and responsibility to maintain a safe environment for students, conducive to learning and other legitimate objectives of the school program.

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Procedure

Any student who believes s/he has been or is the victim of bullying, hazing, or other aggressive behavior should immediately report the situation to the Principal or assistant principal. The student may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate administrator or Board official. Complaints against the building principal should be filed with the Superintendent. Complaints against the Superintendent should be filed with the Board President.

A student may also submit a report or complaint to any of the above designated individuals through email, voicemail, regular mail or by leaving a sealed note addressed to the individual at that person's office or desk. The student may submit a report or complaint anonymously, but this may affect the ability to fully investigate the matter, when the complaining student is not available to provide additional information during the course of the investigation.

The identity of a student who reports bullying, hazing or aggressive behavior, as well as those students who provide information during an investigation will remain confidential to the extent possible and to the extent allowable by law. Only school personnel directly involved in the investigation of the complaint or responsible for remedying any violations will be provided access to the identity of the complaining student(s) and student witnesses, and then only to the extent necessary to effectively deal with the situation.

The identity of the student who files the report or complaint will not be voluntarily shared with the alleged perpetrator(s) or the witnesses unless the student (and his/her parent/guardian) give written permission to do so. Any investigation report will likewise not be voluntarily produced with the names of the reporting student(s) or witnesses. However, under certain circumstances, the District may be required by law to disclose the report and/or the student(s) names. Also, under certain circumstances, the identity of the reporting student may become obvious even without disclosure by school personnel.

Every student is encouraged, and every staff member is required, to report any situation that they believe to be aggressive behavior directed toward a student. Reports shall be made to those identified above. While reports may be made anonymously, formal disciplinary action may not be taken solely on the basis of an anonymous report without other corroborating evidence.

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The Principal (or other designated administrator) shall promptly investigate and document all complaints about bullying, aggressive or other behavior that may violate this policy. The investigation must be completed as promptly as the circumstances permitted should be completed within five (5) business school days after a report or complaint is made.

If the investigation finds an instance of bullying or aggressive behavior has occurred, it will result in prompt and appropriate remedial action. This may include up to expulsion for students, up to discharge for employees, exclusion for parents, guests, volunteers and contractors, and removal from any official position and/or a request to resign for Board members. Individuals may also be referred to law enforcement or other appropriate officials.

If, during an investigation of a reported act of harassment, intimidation and/or bullying/cyberbullying, the Principal or appropriate administrator believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying and/or harassment to one of the Anti-Harassment Compliance Officers so that it may be investigated in accordance with the procedures set forth in Policy 5517 - Anti-Harassment.

The individual responsible for conducting the investigation shall document all reported incidents and report all verified incidents of bullying, aggressive or other prohibited behavior, as well as any remedial action taken, including disciplinary actions and referrals, to the Superintendent. The Superintendent shall submit a compiled report to the Board on an annual basis.

Non-Retaliation/False Reports

Retaliation or false allegations against any person who reports, is thought to have reported, files a complaint, participates in an investigation or inquiry concerning allegations of bullying or aggressive behavior (as a witness or otherwise), or is the target of the bullying or aggressive behavior being investigated, is prohibited and will not be tolerated. Such retaliation shall be considered a serious violation of Board policy, independent of whether a complaint of bullying is substantiated. Suspected retaliation should be reported in the same manner as bullying/aggressive behavior.

Making intentionally false reports about bullying/aggressive behavior for the purpose of getting someone in trouble is similarly prohibited and will not be tolerated. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

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Prevention/Training/Restorative Practices [OPTIONAL]

- The District will utilize restorative practices that emphasize repairing the harm to the victim and school community in the correction of bullying behavior, which may include victim-offender conferences that:
- A. are initiated by the victim;
 - B. are approved by the victim's parent or legal guardian or, if the victim is at least 15, by the victim;
 - C. are attended voluntarily by the victim, a victim advocate, the offender, members of the school community, and supporters of the victim and the offender (the "restorative practices team");
 - D. would provide an opportunity for the offender to accept responsibility for the harm caused to those affected, and to participate in setting consequences to repair the harm, such as requiring the student to apologize; participate in community service, restoration of emotional or material losses, or counseling; pay restitution; or any combination of these. The selected consequences and time limits for their completion will be incorporated into an agreement to be signed by all participants.

Definitions

The following definitions are provided for guidance only. If a student or other individual believes there has been bullying, hazing, harassment or other aggressive behavior, regardless of whether it fits a particular definition, s/he should report it immediately and allow the administration to determine the appropriate course of action.

"Aggressive behavior" is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a student's educational, physical, or emotional well-being. Such behavior includes, for example, bullying, hazing, stalking, intimidation, menacing, coercion, name-calling, taunting, making threats, and hitting/pushing/shoving.

"At School" is defined as in a classroom, elsewhere on school premises, on a school bus or other school related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises. It also includes conduct using a

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telecommunications access device or telecommunications service provider that occurs off school premises if either owned by or under the control of the District.

"Bullying" is defined as any written, verbal, or physical acts, including cyber bullying (i.e. any electronic communication, including, but not limited to electronically transmitted acts, such as internet, telephone or cell phone, personal digital assistant (PDA), or wireless hand held device) that, without regard to its subject matter or motivating animus, is intended or that a reasonable person would know is likely to harm one (1) or more students either directly or indirectly by doing any of the following:

- A. substantially interfering with educational opportunities, benefits, or programs of one (1) or more students;
- B. adversely affecting the ability of a student to participate in or benefit from the school district's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress;
- C. having an actual and substantial detrimental effect on a student's physical or mental health; and/or
- D. causing substantial disruption in, or substantial interference with, the orderly operation of the school.

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Bullying can be physical, verbal, psychological, or a combination of all three. Some examples of bullying are:

- A. Physical – hitting, kicking, spitting, pushing, pulling; taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, unwelcome physical contact.
- B. Verbal – taunting, malicious teasing, insulting, name calling, making threats.
- C. Psychological – spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion, or intimidation. This may occur in a number of different ways, including but not limited to notes, emails, social media postings, and graffiti.

"Harassment" includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature, often on the basis of age, race, religion, color, national origin, marital status or disability, but may also include sexual orientation, physical characteristics (e.g., height, weight, complexion), cultural background, socioeconomic status, or geographic location (e.g., from rival school, different state, rural area, city, etc.).

"Intimidation/Menacing" includes, but is not limited to, any threat or act intended to: place a person in fear of physical injury or offensive physical contact; to substantially damage or interfere with person's property; or to intentionally interfere with or block a person's movement without good reason.

"Staff" includes all school employees and Board members.

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"**Third parties**" include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, vendors, or others engaged in District business, and others not directly subject to school control at inter-district or intra-district athletic competitions or other school events.

For further definition and instances that could possibly be construed as:

Harassment, see Policy 5517;
Hazing, see Policy 5516.

MCL 380.1310**Bb** (Matt's Safe School Law, PA 241 of 2011), PA 478 of 2014
Policies on Bullying, Michigan State Board of Education
Model Anti-Bullying Policy, Michigan State Board of Education

Revised 4/23/12
Revised 6/23/14
Revised 5/11/15
Revised 6/2017

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OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-156

FOR ACTION

Subject:

Revised Polices 5610 – Emergency Removal, Suspension, and Expulsion of Nondisabled Students and 5610.01 – Expulsions/Suspensions – Required by Statute, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd readings: Revised Polices 5610 – Emergency Removal, Suspension, and Expulsion of Nondisabled Students and 5610.01 – Expulsions/Suspensions – Required by Statute

Facts / Statistics:

The revisions to these polices require consideration of specific factors when making decisions relating to suspensions and expulsions. The policies reflect the specific factors that are to be considered and are based on the newly enacted M.C.L. 380.1310d.

Although the law does not require the consideration of these factors until 8/1/2017, it is considered prudent for the Board to consider early adoption in order to have policies that are compliant with the law when it becomes effective. NEOLA recommends adoption of these revisions to the policies in order to have polices that are consistent with the law.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REVISED POLICY - VOL. 31, NO. 2

EMERGENCY REMOVAL, SUSPENSION AND EXPULSION OF
NONDISABLED STUDENTS

A student may be removed from the classroom, suspended or expelled for persistent disobedience or gross misconduct. ~~A student may not be expelled or exeluded from the regular school program based on pregnancy status.~~ If suspension or expulsion for persistent disobedience or gross misconduct is considered, the Board (Superintendent) shall consider the following factors:

- A. the student's age
- B. the student's disciplinary history
- C. whether the student has a disability
- D. the seriousness of the violation or behavior
- E. whether the violation or behavior committed by the student threatened the safety of any student or staff member
- F. whether restorative practices will be used to address the violation or behavior
- G. whether a lesser intervention would properly address the violation or behavior

The Board (Superintendent) will exercise discretion over whether or not to suspend or expel a student for persistent disobedience or gross misconduct. In exercising that discretion for a suspension of more than ten (10) days or expulsion, there is a rebuttable presumption that a suspension or expulsion is not justified unless the Board (Superintendent) can demonstrate that it considered each of the factors listed above. For a suspension of ten (10) days or fewer, there is no rebuttable presumption, but the Board (Superintendent) will still consider the factors.

A student may not be expelled or excluded from the regular school program based on pregnancy status.

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- [] **In recognition of the negative impact on a student's education, the Board encourages the District's administrators to view suspensions, particularly those over ten (10) days, and permanent expulsions as discipline of last resort, except where these disciplines are required by law (Policy 5610.01). Alternatives to avoid or to improve undesirable behaviors should be explored when possible prior to implementing or requesting a suspension or expulsion.**

If the District determines that it will utilize restorative practices in addition to or as an alternative to suspension or expulsion of a student, it will engage in restorative practices which emphasize repairing the harm to the victim and school community caused by the student's misconduct.

- [] **Restorative practices may include victim offender-conferences that:**

- A. are initiated by the victim;**
- B. are approved by the victim's parent or legal guardian or, if the victim is at least fifteen (15), by the victim;**
- C. are attended voluntarily by the victim, a victim advocate, the offender, members of the school community, and supporters of the victim and the offender (the "restorative practices team");**
- D. would provide an opportunity for the offender to accept responsibility for the harm caused to those affected, and to participate in setting consequences to repair the harm, such as requiring the student to apologize; participate in community service, restoration of emotional or material losses, or counseling; pay restitution; or any combination of these.**

The selected consequences and time limits for their completion will be incorporated into an agreement to be signed by all participants.

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The Board of Education recognizes that exclusion from the educational programs of the District, whether by suspension or expulsion, is the most severe sanction that can be imposed on a student in this District and one that cannot be imposed without due process since exclusion deprives a child of the right to an education. The Board also recognizes that it may be necessary for a teacher to remove a student from class for conduct which is disruptive to the learning environment, and that such removals are not subject to a prior hearing, provided said removal is for a period of less than twenty-four (24) hours. However, if an emergency removal may result in a suspension, then due process must be ensured.

For purposes of this policy, "suspension" shall be the short-term (not more than ten (10) days) or long-term suspension (for more than ten (10) days but less than permanent expulsion) of a student from a regular District program.

For purposes of this policy, unless otherwise defined in Federal and/or State law and Policy 5610.01, "expulsion" shall be the permanent exclusion of a student from the schools of this District. Students who are expelled permanently may petition for reinstatement under the provisions stipulated in Policy 5610.01.

The Superintendent may suspend a student for a period longer than ten (10) days or expel a student. The Board shall act on any appeal to the decision.

In all cases resulting in short-term suspension, long-term suspension, or expulsion, appropriate due process rights described in Policy 5611 must be observed. The principal shall check to make sure the student is not classified as disabled under Section 504.

No student, otherwise eligible for attendance, shall be excluded from a District program unless that student has substantially interfered with the maintenance of good order and/or the educational environment, or unless it is necessary to protect that student's or other students' physical or emotional safety and well-being.

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A student may be removed from a class, subject, or activity for one (1) day by his/her teacher for certain conduct as specified in the Code of Conduct, or the student may be given a short-term suspension by the principal. A student so removed may be allowed to attend other classes taught by other teachers during the term of the one (1) day removal. A student removed from the same class for ten (10) days will receive a due process hearing for each suspension beyond ten (10) days, consistent with required due process for long-term suspensions. The Board designates the Superintendent as its representative at any hearings regarding the appeal of a suspension.

The Superintendent shall develop administrative guidelines to implement this policy which shall include:

- A. strategies for providing special assistance to students who are in danger of being expelled and are not achieving the academic outcomes of the District's core curriculum;
- B. promulgation of standards of behavior to all students in accordance with Board policy on student discipline;
- C. procedures that ensure due process;
- D. provision for make-up work at home, when appropriate.

M.C.L.A., 380.1301, 380.1309, 380.1310d, 380.1311
20 U.S.C. 3351

State Board of Education, Resolution to Address School Discipline Issues Impacting Student Outcomes, Adopted June 12, 2012

Revised 12/8/08
Revised 6/2017

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REVISED POLICY - VOL. 31, NO. 2

**PERMANENT EXPULSION
EXPULSIONS/SUSPENSIONS - REQUIRED BY STATUTE**

The Board of Education is continually concerned about the safety and welfare of District students and staff and, therefore, will not tolerate behavior that creates an unsafe environment ~~or~~ a threat to safety **or undue disruption of the educational environment.**

Weapons, Arson, Criminal Sexual Conduct

In compliance with State and Federal law, the Board (**Superintendent**) shall expel any student who possesses a dangerous weapon in a weapon-free school zone or commits either arson or criminal sexual conduct in a District building or on District property, including school buses and other school transportation.

For purposes of this policy, a dangerous weapon is defined as "a firearm, dagger, dirk, stiletto, knife with a blade over three (3) inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles" or other devices designed to or likely to inflict bodily harm, including, but not limited to, air guns and explosive devices. The term "firearm" is defined as: a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of the explosive; b) the frame or receiver of any such weapon; c) any firearm muffler or firearm silencer; or d) any destructive device. Such term does not include an antique firearm.

The Board (**Superintendent**) need not expel for possession of a dangerous weapon if the student can establish to the satisfaction of the Board (**Superintendent**) that:

- A. the object or instrument was not possessed for use as a weapon, or for direct or indirect delivery to another person for use as a weapon;
- B. the weapon was not knowingly possessed;
- C. the student did not know or have reason to know that the object or instrument possessed constituted a dangerous weapon;
- D. the weapon was possessed at the suggestion, request, or direction of, or with the express permission of a District administrator or the police.

There is a rebuttable presumption that expulsion for possessing the weapon is not justified if the Board (Superintendent) determines in writing that the student has established that he or she fits under one of the exceptions above by clear and convincing evidence, and that the student has no previous history of suspension or expulsion.

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The above exceptions will not apply to student misconduct involving sexual conduct or arson.

Physical and Verbal Assault

The Board shall permanently expel a student in grade six or above if that student commits physical assault at school against a District employee, volunteer, or contractor. .”

The Board may suspend or expel a student in grade six or above for up to 180 school days if the student commits physical assault at school against another student.

Physical assault is defined as “intentionally causing or attempting to cause physical harm to another through force or violence

The Board may suspend or expel a student in grade six or above for a period of time as determined at the Board’s discretion if the student commits verbal assault at school against a District employee, volunteer, or contractor or makes a bomb threat or similar threat directed at a school building, property, or a school-related activity.

Verbal assault is a communicated intent to inflict physical or other harm on another person, with a present intent and ability to act on the threat.

"At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises.

Factors To Be Considered Before Suspending or Expelling a Student

Prior to suspending or expelling a student for any of the above statutorily mandated reasons, except as noted below, the Board (Superintendent) shall consider the following factors:

- A. the student's age**
- B. the student's disciplinary history**
- C. whether the student has a disability**
- D. the seriousness of the violation or behavior**
- E. whether the violation or behavior committed by the student threatened the safety of any student or staff member**
- F. whether restorative practices will be used to address the violation or behavior**

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G. whether a lesser intervention would properly address the violation or behavior

The Board (Superintendent) will exercise discretion over whether or not to suspend or expel a student for the statutorily mandated reasons. In exercising that discretion for a suspension of more than ten (10) days or expulsion, there is a rebuttable presumption that a suspension or expulsion is not justified unless the Board (Superintendent) can demonstrate that it considered each of the factors listed above. For a suspension of ten (10) days or fewer, there is no rebuttable presumption, but the Board (Superintendent) will still consider the factors.

Exception: If a student possesses a firearm in a weapon free school zone, the student will be permanently expelled without considering the above factors, unless the student can establish mitigating factors by clear and convincing evidence.

If the District determines that it will utilize restorative practices in addition to or as an alternative to suspension or expulsion of a student, it will engage in restorative practices which emphasize repairing the harm to the victim and school community caused by the student's misconduct.

[] Restorative practices may include victim-offender conferences that:

- A. are initiated by the victim;**
- B. are approved by the victim's parent or legal guardian or, if the victim is at least fifteen (15), by the victim;**
- C. are attended voluntarily by the victim, a victim advocate, the offender, members of the school community, and supporters of the victim and the offender (the "restorative practices team");**

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D. would provide an opportunity for the offender to accept responsibility for the harm caused to those affected, and to participate in setting consequences to repair the harm, such as requiring the student to apologize; participate in community service, restoration of emotional or material losses, or counseling; pay restitution; or any combination of these.

The selected consequences and time limits for their completion will be incorporated into an agreement to be signed by all participants.

Alternative Services

~~An expelled or suspended student may be enrolled~~ ~~The student may be enrolled, in lieu of expulsion, in~~ the District's Alternative Education Program upon the Superintendent's recommendation. Students **who are expelled for dangerous weapons, arson, criminal sexual conduct or assault upon an employee, volunteer or contractor and are** enrolled in a program operated for expelled students shall be physically separated at all times during the school day from the general student population.

The District may provide appropriate instructional services at home for an expelled student who is not placed in an Alternative Education Program. The type of instructional services provided shall be similar to that provided to homebound or hospitalized students and shall be contracted for in the same manner.

Disabled students under IDEA or Section 504 shall be expelled only in accordance with Board Policy 2461 and Federal due process rights appropriate to these students.

~~The Superintendent shall ensure that the expulsion is duly noted in the student's record. In compliance with Federal law, the Superintendent shall also refer any student, regardless of age, expelled for possession of a dangerous weapon to the criminal justice or juvenile delinquency system serving the District. In addition, the Superintendent shall ensure that a copy of this policy and Policy 5610 is sent to the State Department of Education as well as a description of the circumstances surrounding the expulsion of a student for possessing a firearm and/or weapon in a weapon-free school zone together with the name of the school, the number of students so expelled, and the types of firearms and/or weapons that were brought into the weapon-free school zone and other reasons listed in Policy 8400.~~

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For expulsions for dangerous weapons, arson, criminal sexual conduct or assault upon an employee, volunteer or contractor, the Superintendent shall provide that the expulsion is duly noted in the student's record and that the student has been referred to the Department of Human Services or Mental Health Department within three (3) school days after the expulsion and the parents have been informed of the referral. Furthermore, the Superintendent shall ensure that, if a student who is expelled is below the age of sixteen (16), then notification of the expulsion shall be given to the Juvenile Division of the Probate Court. In compliance with Federal law, the Superintendent shall also refer any student, regardless of age, expelled for possession of a dangerous weapon to the criminal justice or juvenile delinquency system serving the District. In addition, the Superintendent shall ensure that a copy of this policy and Policy 5610 is sent to the State Department of Education as well as a description of the circumstances surrounding the expulsion of a student for possessing a (x) firearm (x) weapon in a weapon-free school zone together with the name of the school, the number of students so expelled, and the types of (x) firearms (x) weapons that were brought into the weapon-free school zone and other reasons listed in Policy 8400.

A student who has been expelled under this policy **for dangerous weapons, arson, criminal sexual conduct or assault upon an employee, volunteer or contractor** may apply for reinstatement in accordance with the following guidelines:

- A. If the student is in grade 5 or below at the time of the expulsion and was expelled for possessing a firearm or threatening another person with a dangerous weapon, the parents, legal guardian, the adult student, or the emancipated minor may submit a request for reinstatement after sixty (60) school days from the date of expulsion, but the student may not be reinstated before ninety (90) school days from the expulsion date.
- B. If the student is in grade 5 or below at the time of the expulsion and was expelled for a reason other than possessing a firearm or threatening another person with a dangerous weapon, the parents, legal guardian, the adult student, or the emancipated minor may submit a request for reinstatement at any time, but the student may not be reinstated before ten (10) school days from the expulsion date.
- C. If the student is in grade 6 or above at the time of the expulsion, the parents, legal guardian, the adult student, or the emancipated minor may submit a request for reinstatement after 150 school days from the date of the expulsion, but the student may not be reinstated before 180 school days from the expulsion date.

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- D. The parent, adult student, or emancipated minor shall submit the request for reinstatement to the Superintendent on District Form 5610.01 F1.
- E. The Superintendent shall, within ten (10) school days after receiving the form, submit the request, together with any other information s/he deems pertinent to the requested reinstatement, to the Board **or its designated committee.**
- F. The committee shall, within ten (10) school days after being appointed, review all pertinent information, and submit its recommendation to the Board. The recommendation may be for unconditional reinstatement, conditional reinstatement, or non-reinstatement, based on the committee's consideration of:
 - 1. the extent to which reinstatement would create a risk of harm to students or school personnel;

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2. the extent to which reinstatement would create a risk of District or individual liability for the Board or District personnel;
3. the age and maturity of the student;
4. the student's school record before the expulsion incident;
5. the student's attitude concerning the expulsion incident;
6. the student's behavior since the expulsion and the prospects for remediation;
7. if the request was filed by a parent, the degree of cooperation and support the parent has provided and will provide if the student is reinstated, including, but not limited to the parent's receptiveness toward possible conditions placed on the reinstatement. Such conditions may, as an example, include a written agreement by the student and/or a parent who filed the reinstatement request to:
 - a. abide by a behavior contract which may involve the student, his/her parents, and an outside agency;
 - b. participate in an anger management program or other counseling activities at families expense;
 - c. cooperate in processing and discussing periodic progress reviews;
 - d. meet other conditions deemed appropriate by the committee;
 - e. accept the consequences for not fulfilling the agreed-upon conditions.

The committee may also allow the parent, adult student, or emancipated minor to propose conditions as part of the request for reinstatement.

The Board shall make its decision no later than the next regular Board meeting following the committee's submission of its recommendations. The Board's decision shall be final and not subject to appeal.

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In the event a student who has been permanently expelled from another school district requests admission to this District, the Board shall, in making its decision, rely upon the recommendation of the Superintendent.

Students expelled for reasons other than dangerous weapons, arson, criminal sexual conduct or assault upon an employee, volunteer or contractor may also petition the Board for reinstatement. The Board may, at its discretion, consider the petition in accordance with:

() the procedures set forth above.

OR

() the standards and the procedures it determines to be appropriate under the circumstances.

The Superintendent shall ensure that Board policies and District guidelines regarding a student's rights to due process are adhered to when dealing with a possible expulsion under this policy.

M.C.L.A. ~~380.1308~~, 380.1310, ~~380.1310a~~, 280.1310d, 380.1311, 380.1311a

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**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-157**

FOR ACTION

Subject:

Revised Policy 7540.02 – Web Content, Services and Apps, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 7540.02 – Web Content, Services and Apps**

Facts / Statistics:

The revisions to this policy add a reference to the newly passed Student Online Personal Protection Act (SOPPA). While SOPPA deals with what “operators” can do with data, as opposed to Districts, including references to SOPPA in this policy is recommend.

The revisions to this policy are recommended for adoption by NEOLA but are not required by law.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REVISED POLICY - VOL. 31, NO. 2

WEB CONTENT, SERVICES AND APPS

Creating Web Pages/Sites/Services and Apps

The Board of Education authorizes staff members to create web content, services and apps that will be hosted by the Board on its servers or District-affiliated servers and published on the Internet. For purposes of this policy, an app is defined as a self-contained program or piece of software that enables the user to perform a specific task.

The web content, services and apps must comply with State and Federal law (e.g., copyright laws, Children's Internet Protection Act (CIPA), Section 504 of the Rehabilitation Act of 1973 (Section 504), Americans with Disabilities Act (ADA), **Student Online Personal Protection Act (SOPPA)** and Children's Online Privacy Protection Act (COPPA)), and reflect the professional image/brand of the District, its employees, and students. Web content, series and apps must be consistent with the Board's Mission Statement and staff-created web content, services and apps are subject to prior review and approval of the Superintendent before being published on the Internet and/or utilized with students.

The creation of web content, services and apps by students must be done under the supervision of a professional staff member.

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The purpose of web content, services and apps hosted by the Board on its servers or District-affiliated servers is to educate, inform, and communicate. The following criteria shall be used to guide the development of such web content, services and apps:

A. Educate

Content should be suitable for and usable by students and teachers to support the curriculum and the Board's Objectives as listed in the Board's Strategic Plan.

B. Inform

Content may inform the community about the school, teachers, students, or departments, including information about curriculum, events, class projects, student activities, and departmental policies.

C. Communicate

Content may communicate information about the plans, policies and operations of the District to members of the public and other persons who may be affected by District matters.

The information contained on the Board's website(s) should reflect and support the Board's Mission Statement, Educational Philosophy, and the School Improvement Process.

When the content includes a photograph or information relating to a student, the Board will abide by the provisions of Policy 8330 - Student Records.

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All links included on the Board's website(s) or web services and apps must also meet the above criteria and comply with State and Federal law (e.g. copyright laws, CIPA, Section 504, ADA, **SOPPA** and COPPA). Nothing in this paragraph shall prevent the District from linking the Board's website(s) to 1) recognized news/media outlets (e.g., local newspapers' websites, local television stations' websites) or 2) to websites, services and/or apps that are developed and hosted by outside commercial vendors pursuant to a contract with the Board. The Board recognizes that such third party websites may not contain age-appropriate advertisements that are consistent with the requirements of Policy 9700.01, AG 9700B, and State and Federal law.

Under no circumstances is District-created web content, services or apps to be used for commercial purposes, advertising, political lobbying, or to provide financial gains for any individual. Included in this prohibition is the fact no web content contained on the District's website may: (1 include statements or other items that support or oppose a candidate for public office, the investigation, prosecution or recall of a public official, or passage of a tax levy or bond issue; (2 link to a website of another organization if the other website includes such a message; or (3 communicate information that supports or opposes any labor organization or any action by, on behalf of, or against any labor organization.

Staff members are prohibited from requiring students to go to the staff Member's personal web pages/sites (including, but not limited to, their Facebook, Instagram, Pinterest pages) to check grades, obtain class assignments and/or class-related materials, and/or to turn in assignments.

Web content, services and apps should reflect an understanding that both internal and external audiences will be viewing the information.

School website(s), services and apps must be located on Board-owned or District-affiliated servers.

The Superintendent shall prepare administrative guidelines defining the rules and standards applicable to the use of the Board's website and the creation of web content, services and apps by staff and students.

The Board retains all proprietary rights related to the design of web content, services and apps that are hosted on Board-owned or District-affiliated servers, absent written agreement to the contrary.

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Students who want their class work to be displayed on the Board's website must **have written parent permission and expressly license its display without cost to the Board.**

Prior written parental permission is necessary for a student to be identified by name on the Board's website.

Instructional Use of Web Services and Apps

The Board authorizes the use of web services and/or apps to supplement and enhance learning opportunities for students either in the classroom or for extended learning outside the classroom.

[SELECT OPTION #1 or OPTION #2]

~~OPTION #1~~

~~The Board requires the () Superintendent () _____ pre-approve each web service and/or app that a teacher intends to use to supplement and enhance student learning. To be approved, the web service or app must have a FERPA-compliant privacy policy, as well as comply with all requirements of the Children's Online Privacy Protection Act (COPPA), the Student Online Personal Protection Act (SOPPA) and the Children's Internet Protection Act (CIPA) () and Section 504 and the ADA.~~

[END OF OPTION #1]

[OPTION #2]

A teacher who elects to supplement and enhance student learning through the use of web services and/or apps is responsible for verifying/certifying to the () Superintendent (X) Network Coordinator that the web service or app has a FERPA-compliant privacy policy, and it complies with all requirements of the Children's Online Privacy Protection Act (COPPA), the Student Online Protection Act (SOPPA) and the Children's Internet Protection Act (CIPA) () and Section 504 and the ADA.

[END OF OPTION #2]

The Board further requires

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- (X) the use of a Board-issued e-mail address in the login process.**
- (-) ~~prior written parental permission to use a student's personal e-mail address in the login process.~~**

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OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-158

FOR ACTION

Subject:

Revised Policy 8330 – Student Records, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 8330 – Student Records**

Facts / Statistics:

The revisions to this policy were made to comply with the new M.C.L. 380.1136 which prohibits the sale of personally identifiable information that is part of a student's education record (with noted exceptions), provision of information to parents about disclosure of personally identifiable information upon request, compilation of a list of data and disclosures and provisions of notices, and provision of an opt-out form for disclosure of directory information on an annual basis.

These changes reflect the current law and are recommended by NEOLA for adoption to maintain accurate policies.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REVISED POLICY - VOL. 31, NO. 2

STUDENT RECORDS

In order to provide appropriate educational services and programming, the Board of Education must collect, retain, and use information about individual students. Simultaneously, the Board recognizes the need to safeguard student's privacy and restrict access to student's personally identifiable information.

Student "personally identifiable information" ("PII") includes, but is not limited to: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.

The Board of Education is responsible for maintaining records of all students attending schools in this District. Only records mandated by the State or Federal government and/or necessary and relevant to the function of the School District or specifically permitted by this Board will be compiled by Board employees. The Board hereby authorizes collection of the following student records, in addition to the membership record required by law:

- A. observations and ratings of individual students by professional staff members acting within their sphere of competency
- B. information obtained from professionally acceptable standard instruments of measurement such as:
 - 1. interest inventories and aptitude tests
 - 2. vocational preference inventories
 - 3. achievement tests
 - 4. standardized intelligence tests

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- C. authenticated information provided by a parent or adult student concerning achievements and other school activities which the parent or student wants to make a part of the record
- D. rank in class and academic honors earned
- E. psychological tests
- F. attendance records
- G. health records
- H. custodial arrangements

In all cases, permitted, narrative information in student records shall be objectively-based on the personal observation or knowledge of the originator.

Student records shall be available only to students and their parents, eligible students, and designated school officials who have a legitimate educational interest in the information, or to other individuals or organizations as permitted by law. The term "parents" includes legal guardians or other persons standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child). The term "eligible student" refers to a student who is eighteen (18) years of age or older or a student of any age who is enrolled in a postsecondary institution.

In situations in which a student has both a custodial and a noncustodial parent, both shall have access to the student's educational records unless stipulated otherwise by court order. In the case of eligible students parents will be allowed access to the records without the student's consent, provided the student is considered a dependent under section 152 of the Internal Revenue Code.

A school official is a person employed by the Board as an administrator, supervisor, teacher/instructor (including substitutes), or support staff member (including health or medical staff and law enforcement unit personnel); and a person serving on the Board. The Board further designates the following individuals and entities as "school officials" for the purpose of FERPA:

- A. persons or companies with whom the Board has contracted to perform a specific task (such as an attorney, auditor, insurance representative, or medical consultant);

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- B. contractors, consultants, volunteers or other parties to whom the Board has outsourced a service or function otherwise performed by the Board employees (e.g. a therapist, authorized information technology (IT) staff, and approved online educational service providers).

The above-identified outside parties must (a) perform institutional services or functions for which the Board would otherwise use its employees, (b) be under the direct control of the Board with respect to the use and maintenance of education records, and (c) be subject to the requirements of 34 C.F.R. 99.33(a) governing the use and re-disclosure of PII from education records.

Finally, a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his/her tasks (including volunteers) is also considered a "school official" for purposes of FERPA provided s/he meets the above-referenced criteria applicable to other outside parties.

"Legitimate educational interest" shall be defined as a "direct or delegated responsibility for helping the student achieve one (1) or more of the educational goals of the District" or if the record is necessary in order for the school official to perform an administrative, supervisory or instructional task or to perform a service or benefit for the student or the student's family. The Board directs that reasonable and appropriate methods (including but not limited to physical and/or technological access controls) are utilized to control access to student records and to make certain that school officials obtain access to only those education records in which they have legitimate educational interest.

The Board authorizes the administration to:

- A. forward student records, including any suspension and expulsion action against the student, on request to a school or school district in which a student of this District seeks or intends to enroll upon condition that the student's parents be notified of the transfer, receive a copy of the record if desired, and have an opportunity for a hearing to challenge the content of the record;
- B. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a public school or school district in which a student in foster care is enrolled. Such records shall be transferred within one (1) school day of the enrolling school's request;
- B C. provide "personally-identifiable" information to appropriate parties, including parents of an eligible student, whose knowledge of the information is necessary to protect the health or safety of the

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student or other individuals, if there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances;

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- C.D** report a crime committed by a child with or without a disability to appropriate authorities and, with respect to reporting a crime committed by a student with a disability, to transmit copies of the student's special education records and disciplinary records including any suspension and expulsion action against the student to the authorities and school officials for their consideration;
- D.E** release de-identified records and information in accordance with Federal regulations;
- E.F** disclose personally identifiable information from education records, without consent, to organizations conducting studies "for, or on behalf of" the District for purposes of developing, validating or administering predictive tests, administering student aid programs, or improving instruction;

Information disclosed under this exception must be protected so that students and parents cannot be personally identified by anyone other than representative of the organization conducting the study, and must be destroyed when no longer needed for the study. In order to release information under this provision, the District will enter into a written agreement with the recipient organization that specifies the purpose of the study. (See Form 8330 F14.) Further, the following personally identifiable information will not be disclosed to any entity: a student or his/her family member's social security number(s); religion; political party affiliation; voting history; or biometric information.

This written agreement must include: (1) specification of the purpose, scope, duration of the study, and the information to be disclosed; (2) a statement requiring the organization to use the personally identifiable information only to meet the purpose of the study; (3) a statement requiring the organization to prohibit personal identification of parents and students by anyone other than a representative of the organization with legitimate interests; and (4) a requirement that the organization destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed.

While the disclosure of personally identifiable information (other than social security numbers, religion, political party affiliation, voting record, or biometric information) is allowed under this exception, it is recommended that de-identified information be used whenever possible. This reduces the risk of unauthorized disclosure.

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- F.G** disclose personally identifiable information from education records without consent, to authorized representatives of the Comptroller General, the Attorney General, and the Secretary of Education, as well as state and local educational authorities. The disclosed records must be used to audit or evaluate a federal or state supported education program, or to enforce or comply with Federal requirements related to those education programs. A written agreement between the parties is required under this exception. (See Form 8330 F16)

The District will verify that the authorized representative complies with FERPA regulations.

- G.H** request each person or party requesting access to a student's record to abide by the Federal regulations concerning the disclosure of information.

The Board will comply with a legitimate request for access to a student's records within a reasonable period of time but not more than forty-five (45) days after receiving the request or within such shorter period as may be applicable to students with disabilities. Upon the request of the viewer, a record shall be reproduced, unless said record is copyrighted, and the viewer may be charged a fee equivalent to the cost of handling and reproduction. Based upon reasonable requests, viewers of education records will receive explanation and interpretation of the records.

The Board shall maintain a record of those persons to whom information about a student has been disclosed. Such disclosure records will indicate the student, person viewing the record, information disclosed, date of disclosure, and date parental/eligible student consent was obtained (if required).

Upon written request by a student's parent or legal guardian, the District shall disclose to the parent or legal guardian any personally identifiable information concerning the student that is collected or created by the District as part of the student's education records.

If the District provides any personally identifiable information concerning the student that is collected or created by the District as part of the student's education records to any person, agency, or organization, then the District shall disclose to the student's parent or legal guardian upon his or her written request:

- A.** the specific information that was disclosed;
- B.** the name and contact information of each person, agency, or organization to which the information has been disclosed;
- C.** the legitimate reason that the person, agency, or organization had in obtaining the information.

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This information shall be provided without charge within thirty (30) days after the District receives the written request and without charge to the parent or legal guardian.

The District is not required to disclose to the parent or legal guardian, even upon written request, any personally identifiable information concerning the student that is collected or created by the District as part of the student's education records and is provided to any person, agency, or organization in any of the following situations:

- A. provision of such information to the Michigan Department of Education or CEPI
- B. provision of such information to the student's parent or legal guardian
- C. provision of such information to its authorizing body or to an educational management organization with which it has a management agreement
- D. provision of such information to or from its intermediate school district or to another intermediate school district providing services to the District or its students pursuant to a written agreement
- E. provision of such information to a person, agency, or organization with written consent from the student's parent or legal guardian or, if the student is at least age eighteen (18), the student
- F. provision of such information to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction
- G. provision of such information as necessary for standardized testing that measures the student's academic progress and achievement
- H. provision of such information that is covered by the opt-out form described above, unless the student's parent or legal guardian or, if the student is at least age eighteen (18) or is an emancipated minor, the student has signed and submitted the opt-out form referenced below

Only "directory information" regarding a student shall be released to any person or party, other than the student or his/her parent, without the written consent of the parent; or, if the student is an eligible student, the written consent of the student,

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except those persons or parties stipulated by the Board policy and administrative guidelines and/or those specified in the law.

The Board shall exempt from disclosure directory information, as requested for the purpose of surveys, marketing, or solicitation, unless the Board determines that the use is consistent with the educational mission of the Board and beneficial to the affected students. The Board may take steps to ensure that directory information disclosed shall not be used, rented, or sold for the purpose of surveys, marketing, or solicitations. Before disclosing the directory information, the Board may require the requester to execute an affidavit stating that directory information provided shall not be used, rented, or sold for the purpose of surveys, marketing, or solicitation.

DIRECTORY INFORMATION

Each year the Superintendent shall provide public notice to students and their parents of its intent to make available, upon request, certain information known as "directory information." The Board designates as student "directory information":

- A. a student's name;
- B. address;
- C. telephone number;
- D. date and place of birth;
- E. major field of study;
- F. participation in officially recognized activities and sports;
- G. height and weight, if member of an athletic team;
- H. dates of attendance;
- I. date of graduation;
- J. awards received;
- K. honor rolls;
- L. scholarships;
- M. telephone numbers for inclusion in school or PTO directories;
- N. school photographs or videos of students participating in school activities, events or programs.

The Board designates school-assigned e-mail accounts as "directory information" for the limited purpose of facilitating students' registration for access to various online

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educational services, including mobile applications/apps that will be utilized by the student for educational purposes. School-assigned e-mail accounts shall not be released as directory information beyond this/these limited purpose(s) and to any person or entity but the specific online educational service provider and internal users of the District's Education Technology

The District Administration will also develop a list of uses for which the District commonly would disclose a student's directory information and develop an opt-out form that lists all of the uses or instances and allows a parent or legal guardian to elect not to have his or her child's directory information disclosed for one (1) or more of these uses.

Each student's parent or legal guardian will be provided with the opt-out form within the first thirty (30) days of the school year. The form shall also be provided to a parent or legal guardian at other times upon request.

If an opt-out form is signed and submitted to the District by a student's parent or legal guardian, the District shall not include the student's directory information in any of the uses that have been opted out of in the opt-out form. A student who is at least age eighteen (18) or is an emancipated minor may act on his or her own behalf with respect to the opt-out form.

Parents and eligible students may **also** refuse to allow the District to disclose any or all of such "directory information" upon written notification to the District within ten (10) days after receipt of the District's public notice.

Armed Forces Recruiting

The Board shall provide United States Armed Forces recruiters with at least the same access to the high school campus and to student directory information (names, addresses, and telephone listings of secondary students) as is provided to other entities offering educational or employment opportunities to those students. "Armed forces of the United States" means the armed forces of the United States and their reserve components and the United States Coast Guard.

If a student or the parent or legal guardian of a student submits a signed, written request to the Board that indicates that the student or the parent or legal guardian does not want the student's directory information to be accessible to official recruiting representatives, then the officials of the school shall not allow that access to the student's directory information. The Board shall ensure that students and parents and guardians are notified of the provisions of the opportunity to deny release of directory information.

Public notice shall be given regarding the right to refuse disclosure of any or all "directory information" including to the armed forces of the United States and the service academies of the armed forces of the United States.

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A fee, not to exceed the actual costs incurred by the high school, for copying and mailing student directory information under this section, may be charged an official recruiting representative.

Directory information received under armed services authorization request shall be used only to provide information to students concerning educational and career opportunities available in the armed forces of the United States or the service academies of the armed forces of the United States. An official recruiting representative who receives student directory information under this section shall not release that information to a person who is not involved in recruiting students for the armed forces of the United States or the service academies of the armed forces of the United States.

Annually the Board will notify male students age eighteen (18) or older that they are required to register for the selective service.

Requests to the District records officer shall be presented on a standardized form developed by the armed forces of the United States requesting access to a high school campus and a time for the access. Requests should bear the signature of the ranking recruiting officer of the armed service making the request.

Whenever consent of the parent(s)/eligible student is required for the inspection and/or release of a student's education records or for the release of "directory information", either parent may provide such consent unless stipulated otherwise by court order. If the student is under the guardianship of an institution, the Superintendent shall appoint a person who has no conflicting interest to provide such written consent.

The Board may disclose "directory information" on former students without student or parental consent, unless the parent or eligible student previously submitted a request that such information not be disclosed without their prior written consent.

The Board shall not shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a student's education records. This does not apply to any of the following situations: permit the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose.)

- A. providing the information as necessary for standardized testing that measures the student's academic progress and achievement
- B. providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with the District

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The Board may establish online access for the parents or the eligible student to the student's confidential academic and attendance record. To authorize such access, the parents or the eligible student must sign a release. This release shall remind the parents or eligible student that the account and confidential information about the student is only as secure as they keep their account information. Neither the District nor its employees will be held responsible for any breach of this policy by the parent/eligible student or any unauthorized party.

The Superintendent shall prepare administrative guidelines to ensure that students and parents are adequately informed each year regarding their rights to:

- A. inspect and review the student's education records;
- B. request amendments if the record is inaccurate, misleading, or otherwise in violation of the student's rights;
- C. consent to disclosures of personally-identifiable information contained in the student's education records, except to unauthorized disclosures allowed by the law;
- D. challenge the Board's noncompliance with a parent's request to amend the records through a hearing;
- E. file a complaint with the United States Department of Education;
- F. obtain a copy of the Board's policy and administrative guidelines on student records.

The Superintendent shall also develop procedural guidelines for:

- A. the proper storage and retention of records including a list of the type and location of records;
- B. informing Board employees of the Federal and State laws concerning student records.

The Board authorizes the use of the microfilm process or electromagnetic processes of reproduction for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any member, officer, or employee of this District specifically as a consequence of permitting access or furnishing student records in accordance with this policy and regulations.

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Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Board of Education delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be redisclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board of Education. See Form 8330 F14 and Form 8330 F16 for additional contract requirements.

M.C.L. 380.1135, **380.1136**

Letter, April 6, 2004 Jeremy Hughes, Deputy Supt. Department of Education
34 C.F.R. Part 99, 2002

Section 444 of subpart of part C of the General Education Provisions Act
Title IV of Public Law 90-247

20 U.S.C., Section 1232f through 1232i (FERPA)

20 U.S.C. 1400 et seq., Individuals with Disabilities Education Improvement Act

20 U.S.C. 7165(b)

26 U.S.C. 152

20 U.S.C. 7908

Revised 2/13/06

Revised 10/26/09

Revised 1/24/11

Revised 8/27/12

Revised 1/26/15

Revised 6/2017

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OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-159

FOR ACTION

Subject:

Revised Policy 8400 – School Safety Information, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 8400 – School Safety Information**

Facts / Statistics:

The revision to this policy was made to reflect the change to M.C.L. 380.1308, which was made in conjunction with the changes to suspension/expulsion. The changes specifically address the mandatory reporting requirements of certain incidents to law enforcement.

These changes reflect the current law and are recommended by NEOLA for adoption to maintain accurate policies.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REVISED POLICY - VOL. 31, NO. 2

SCHOOL SAFETY INFORMATION

The Board of Education is committed to maintaining a safe school environment. The Board believes that school crime and violence are multifaceted problems which need to be addressed in a manner that utilizes the best resources and coordinated efforts of school district personnel, law enforcement agencies, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-sponsored activity or while enroute to or from school, or a school-sponsored activity. The Board also believes that the first step in addressing school crime and violence is to assess the extent and nature of the problem(s), and then plan and implement strategies that promote school safety and minimize the likelihood of school crime and violence.

Michigan Federal law establishes a "Student Safety Zone" that extends 1,000 feet from the boundary of any school property in relation to weapons, drugs, registered sex offenders and tobacco. Individuals are prohibited from engaging in these activities at any time on District property, within the Student Safety Zone, or at any District-related event.

The District will work with local officials in arranging signage defining the 1,000 foot boundary.

Annually, the Shiawassee Regional Educational Service Center shall convene a meeting for the purpose of reviewing the provisions of the *School Safety Information Policy Agreement*, and making modifications as deemed necessary and proper; discussing additional training that might be needed; and, discussing any other such related matters as may be deemed to be necessary by the participants. Participants in this meeting shall include the Superintendent, members of the Board of Education, the County Prosecutor or his/her designee, and representatives from the local law enforcement agencies. The following may also be invited to participate in the meeting:

- A. Chief Judge of Circuit and/or District Courts his/her designee, including a representative of the family division;
- B. representative from the Intermediate School District (ISD);

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- C. representative(s) from the local child protection agency;
- D. Fire Marshall or his/her designee;
- E. representative(s) from emergency medical services;
- F. representative(s) from county emergency management service agency;
- G. representatives from other school districts within Shiawassee county.

The Superintendent shall make a report to the Board about this annual review and recommend the approval and adoption of any proposed revisions or additions.

District Contact Person

Furthermore, in accordance with state law, the Board hereby designates the Superintendent as the District contact person who shall receive information from law enforcement officials, prosecutors and the court officials. The District contact person shall notify the principal of the school of attendance of a student about whom information is received from law enforcement officials, prosecutors, or court officials within twenty-four (24) hours of the receipt of that information. The principal shall, in turn, notify the building staff members who s/he determines have a need to know the information that has been received within twenty-four (24) hours of receipt of that information.

The District contact person shall notify the appropriate law enforcement officials when an adult or a student commits any offense listed as a reportable incident in the *School Safety Information Policy Agreement Agreement* **and shall report all information that is required to be reported to State or local law enforcement agencies and prosecutors.** Reporting such information is subject to ~~Section 444 of subpart 4 of part C of the General Education Provisions Act, Title IV of Public Law 90-247,~~ 20 U.S.C. 1232g., commonly referred to as the Family Educational Rights and Privacy Act of 1974.

If a student is involved in an incident that is reported to law enforcement officials pursuant to the District's *School Safety Information Policy Agreement*, then, upon request by school officials, the student's parent or legal guardian shall execute any waivers or consents necessary to allow school officials access to school, court, or other pertinent records of the student concerning the incident and action taken as a result of the incident.

**BOARD OF EDUCATION
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8400/page 3 of 5Required Reporting

The Superintendent shall submit a report at least annually to the Superintendent of Public Instruction, in the form prescribed by the Superintendent of Public Instruction, stating the number of students expelled from the District during the preceding school year and the reason for the expulsion.

The Superintendent shall submit a report at least annually to the Superintendent of Public Instruction, in the form prescribed by the Superintendent of Public Instruction, stating the incidents of crime occurring at school. At least annually, a copy of the most recent report of incidents of crime shall be made available to the parent or legal guardian of each student enrolled in the District. This report will include at least crimes involving:

- A. physical violence;
- B. gang related acts;
- C. illegal possession of a controlled substance, controlled substance analogue or other intoxicant;
- D. trespassing;
- E. property crimes, including but not limited to theft and vandalism, including an estimate of the cost to the District resulting from the property crime.

Each school building shall collect and keep current on a weekly basis the information required from the report of incidents of crime, and must provide that information, within seven (7) days, upon request.

Law Enforcement Information Network (LEIN)

The Board authorizes the Superintendent to request vehicle registration information for suspicious vehicles within 1,000 feet of school property through the Law Enforcement Information Network (LEIN).

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Persistently Dangerous Schools

The Board recognizes that State and Federal law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. It is further understood that the State Department of Education will then use this data to determine whether or not a school is considered "persistently dangerous" as defined by State policy.

Pursuant to the Board's stated intent to provide a safe school environment, the school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceed the threshold number established in State policy, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the School Safety Plan so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, students attending the school shall have the choice option as provided in Policy 5113.02 and AG 5113.02.

In addition, the Superintendent shall discuss the school's designation as a persistently dangerous school at the annual meeting for the purpose of reviewing the School Safety Plan so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

If a school in a neighboring district is identified as persistently dangerous and there is not another school in that district, the District will admit students from that school in accordance with Board Policy 5113.02.

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Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State law the parents of the eligible student shall have the choice options provided by Policy 5113.02 and AG 5113.02.

Title IX, Section 9532 of the No Child Left Behind Act of 2001
M.C.L.A. 380.1308 and 380.1310a, 771.2a

Revised 4/06
Revised 6/17

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**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-160**

FOR ACTION

Subject:

Revised Policy 8500 –Food Services, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 8500 –Food Services**

Facts / Statistics:

Revisions to this policy are in response to requirements of the United States Department of Agriculture (USDA) regarding bad debt and unpaid meal charges. Specifically, it delineates the requirement that any uncollectible charges associated with student meal charges cannot be charged to the Food Service program. If balances are uncollected, such charges must be absorbed by the general fund or handled by other means.

Revisions to this policy reflect current USDA regulations and are recommended by NEOLA for adoption to maintain accurate policies.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

policy

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OWOSSO PUBLIC SCHOOLS**

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REVISED POLICY - VOL. 31, NO. 2

FOOD SERVICES

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of lunch for all students.

The Board shall also provide a breakfast program in accordance with procedures established by the Department of Education.

The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, delivery, consumption, and disposal of food and beverages, including but not limited to the current USDA's school meal pattern requirements for Americans and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program. In addition, as required by law, a food safety program based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service staff and other authorized persons.

policy

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Substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a healthcare provider who has prescriptive authority in the State of Michigan has provided medical certification that the student has a disability which restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. 15(b). To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the students diet; and
- C. the food(s) to be omitted from the student's diet, and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

For non-disabled students who need nutritional equivalent milk substitute, only a signed request by a parent or guardian is required.

Lunches sold by the school may be purchased by students and staff members and community residents in accordance with the administrative guidelines established by the Superintendent.

The operation and supervision of the food-service program shall be the responsibility of the Superintendent and the Director of Food Service. Food services shall be operated on a self-supporting basis with revenue from students, staff, Federal reimbursement, and surplus food. The Board shall assist the program by furnishing available space, initial major equipment, and utensils. Maintenance and replacement of equipment is the responsibility of the program.

A periodic review of the food-service accounts shall be made by the Chief Financial Officer. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods purchased using funds from the nonprofit food service account. ~~Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection costs, including legal cost, arising from such bad debts after they have been determined to be uncollectable are also an unallowable.~~

policy

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Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service.

This guideline shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the school year.

~~The Superintendent shall establish administrative guidelines for the conduct of the school lunch program that shall include provisions for:~~ With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with the USDA requirements;
- D. the purchase of foods and supplies in accordance with State and Federal law, USDA regulations, and Board policy (See Policy 1130, Policy 3110, and Policy 4110);
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the accounting and disposition of food-service funds pursuant to Federal and State law and USDA regulations;
- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;

policy

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- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non-federal funds used to meet a match or cost share requirement must comply with the District's time and effort record-keeping policy (See Policy 6116).

The District shall serve only nutritious food as determined by the Food Service Department in compliance with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages unassociated with the food-service program may be vended in accordance with Board Policy 8540.

The Superintendent will require that the food service program serve foods in District schools that are wholesome and nutritious and reinforce the concepts taught in the classroom.

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

M.C.L. 380.1272, 1272a, 1272d et seq.

7 C.F.R. 210, Parts 15b, 127,215, 220, 225, 226, 240, 245, 3015

42 U.S.C. 1758, 1760

OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

Revised 12/11/06

Revised 9/26/11

Revised 1/26/15

Revised 12/14/15

Revised 6/27/16

Revised 6/17

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-161

FOR ACTION

Subject:

Revised Policy 8510 – Wellness, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 8510 – Wellness**

Facts / Statistics:

Revisions to this policy are in response to the issuance of the final rule of the Healthy, Hunger-Free Kids Act by the USDA. Additional requirements call for the assessment of the District's Wellness Policy at least once every three (3) years, regulation of all foods and beverages available on the school campus during the school day, regulation of marketing and advertising of foods and beverages, and expanding public involvement in the District's wellness initiatives.

Revisions to this policy reflect current USDA regulations and are recommended by NEOLA for adoption to maintain accurate policies.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

REVISED POLICY - VOL. 31, NO. 2**WELLNESS**

As required by law, the Board of Education establishes the following wellness policy for the Owosso Public Schools.

The Board recognizes that good nutrition and regular physical activity affect the health and well-being of the District's students. Furthermore, research concludes that there is a positive correlation between a student's health and well-being and his/her ability to learn. Moreover, schools can play an important role in the developmental process by which students establish their health and nutrition habits by providing nutritious meals and snacks through the schools' meal programs, by supporting the development of good eating habits, and by promoting increased physical activity both in and out of school.

The Board, however, believes this effort to support the students' development of healthy behaviors and habits with regard to eating and exercise cannot be accomplished by the schools alone. It will be necessary for not only the staff, but also parents and the public at large to be involved in a community-wide effort to promote, support, and model such healthy behaviors and habits.

The Board sets the following goals in an effort to enable students to establish good health and nutrition habits:

- A. With regard to nutrition education, the District shall:
 - 1. Nutrition education posters, such as the Food Pyramid Guide, will be displayed in the cafeteria.
 - 2. Nutrition education standards and benchmarks promote the benefits of a balanced diet that includes fruits, vegetables, whole grain products, and low-fat and fat-free dairy products.
- B. With regard to physical activity, the District shall:
 - 1. Physical Education
 - a. The sequential, comprehensive physical education curriculum shall stress the importance of remaining physically active for life.
 - b. Planned instruction in physical education shall be presented in an environment free of embarrassment, humiliation, shaming, taunting, or harassment of any kind.

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2. Physical Activity

All students in grades K-5 shall be provided with a daily recess period. Recess shall not be used as a reward or punishment.

C. With regard to other school-based activities the District shall:

1. The school shall provide attractive, clean environments in which the students eat.
2. Schools in our system utilize electronic identification and payment systems, therefore, eliminating any stigma or identification of students eligible to receive free and/or reduced meals.

D. With regard to nutrition promotion, any foods and beverages marketed or promoted to students on the school campus, during the school day, will meet or exceed the USDA Smart Snacks in School nutrition standards, the District shall:

Additionally, the District shall:

1. encourage students to increase their consumption of healthful foods during the school day;
2. create an environment that reinforces the development of healthy eating habits, including offering the following healthy foods:
 - a. a variety of fresh produce to include those prepared without added fats, sugars, refined sugars, and sodium
 - b. a variety of vegetables daily to include specific subgroups as defined by dark green, red/orange, legumes, and starchy
 - c. whole grain products - half of all grains need to be whole grain-rich upon initial implementation and all grains must be whole grain-rich within two (2) years of implementation
 - d. fluid milk that is fat-free (unflavored and flavored) and low-fat (unflavored)
 - e. meals designed to meet specific calorie ranges for

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age/grade groups

3. eliminate trans-fat from school meals
4. require students to select a fruit or vegetable as part of a complete reimbursable meal

Furthermore, with the objectives of enhancing student health and well being, and reducing childhood obesity, the following guidelines are established:

- A. In accordance with Policy 8500, entitled Food Service, the food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.
- B. As set forth in Policy 8531, entitled Free and Reduced Price Meals, the guidelines for reimbursable school meals are not less restrictive than the guidelines issued by the U.S. Department of Agriculture (USDA).

The sale of foods of minimal nutritional value in the food service area during the lunch period is prohibited.

- C. The sale of foods and beverages to students that do not meet the USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards to be consumed on the school campus during the school day is prohibited.
- D. All food items and beverages available for sale to students for consumption on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) between midnight and thirty (30) minutes after the close of the regular school day shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, including, but not limited to, competitive foods that are available to students a la carte or as entrees in the dining area (except entree items that were offered on the National School Lunch Program (NSLP) or School Breakfast Program (SBP) menu on the day of and the day after they are offered on the NSLP or SBP menu), as well as food items and beverages from vending machines, from school stores, or as fund-raisers, including those operated by student clubs and organizations, parent groups, or boosters clubs.

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E. All foods offered on the school campus during the school day shall comply with the current USDA Dietary Guidelines for Americans, including competitive foods that are available to students a la carte in the dining area, as classroom snacks, or from vending machines.

[DRAFTING NOTE: THE FINAL RULES STATE THAT A POLICY MUST HAVE STANDARDS FOR FOOD AND BEVERAGES "PROVIDED" AT SCHOOL, SUCH AS PROVIDED FOR A CLASS PARTY OR AS A REWARD TO STUDENTS. THESE STANDARDS DO NOT HAVE TO MEET THE REQUIREMENTS IMPOSED ON FOOD SOLD AT SCHOOL. A DISTRICT CAN ADOPT THE SAME STANDARD AS FOR SOLD FOOD OR ESTABLISH ITS OWN STANDARDS AS LONG AS IT HAS SOMETHING IN PLACE FOR FOOD PROVIDED IN SCHOOL OTHER THAN THROUGH SALE. THIS DOES NOT APPLY TO FOOD BROUGHT IN FOR INDIVIDUAL CONSUMPTION, I.E., A SACK LUNCH.]

F. All food and beverages that are provided, other than through sale, on the school campus during the school day (which may include classroom snacks, for classroom parties, and at holiday celebrations) shall comply with the

() ~~current USDA Dietary Guidelines for Americans.~~

OR

[X] food and beverage standards approved by the () Superintendent (X) Principal.

OR

() ~~the following standards:~~

E.G. The food service program will provide all students affordable access to the varied and nutritious foods they need to be healthy and to learn well

The Board designates the Superintendent or Superintendent's designee as the individual(s) charged with operational responsibility for verifying that the District meets the goals established in this policy.

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OWOSSO PUBLIC SCHOOLS**

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The Superintendent shall appoint a District wellness committee that includes parents, students, representatives of the school food authority, educational staff (including health and physical education teachers), mental health and social services staff, school health professionals, members of the public and school administrators to oversee development, implementation, evaluation and periodic update of the wellness policy. The Wellness Committee shall be an ad hoc committee with members recruited and chosen annually.

The Wellness Committee shall be responsible for:

- A. assessment of the current school environment;
- B. review of the District's wellness policy;
- C. presentation of the wellness policy to the school board for approval;
- D. measurement of the implementation of the policy;
- E. recommendation for the revision of the policy, as necessary.

Before the end of each school year the Wellness Committee shall recommend to the Superintendent any revisions to the policy it deems necessary and/or appropriate. In its review, the Wellness Committee shall consider evidence-based strategies in determining its recommendations.

The Superintendent shall report annually to the Board on the progress of the Wellness Committee and on its evaluation of policy implementation and areas for improvement, including status of compliance by individual schools and progress made in attaining goals of policy.

**BOARD OF EDUCATION
OWOSSO PUBLIC SCHOOLS**

OPERATIONS
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The Superintendent is also responsible for informing the public, including parents, students and community members, on the content and implementation of this policy. In order to inform the public, the Superintendent shall distribute information at the beginning of the school year to families of school children and post the policy on the District's website, including the Wellness Committee's assessment of the implementation of the policy.

The District shall assess the Wellness Policy at least once every three (3) years on the extent to which schools in the District are in compliance with the District policy, the extent to which the District policy compares to model wellness policies, and the progress made in attaining the goals of the District Wellness Policy. The assessment shall be made available to the public.

42 U.S.C. 1751, Sec. 204
42 U.S.C. 1771
7 C.F.R. Parts 210 and 220

Adopted 4/10/06
Revised 7/28/14
Revised 1/26/15
Revised 6/2017

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OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017

Report 16-162

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
Grace Rozanski	Owosso Middle School English	Superintendent Dr. Tuttle	BA Step 1 Salary \$38,655
Robert Mallory	Owosso High School Part Time CTE Industrial Arts	Superintendent Dr. Tuttle	BA Step 1 Prorated Salary \$22,033.35
Jamie Lumsden	Central Elementary 1 st Grade	Superintendent Dr. Tuttle	BA Step 1 Salary \$38,655
Jamie West	Emerson Elementary Kindergarten	Superintendent Dr. Tuttle	BA Step 1 Salary \$38,655
Caroline Whitford	Bryant Elementary Kindergarten	Superintendent Dr. Tuttle	BA Step 1 Salary \$38,655

Please note the Step rate is based upon the 2016-2017 salary schedule of the OEA Master Agreement and is subject to the ratification of the 2017-2018 OEA Master Agreement.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017**

Report 16-163

FOR ACTION

Subject:

Regular Board Meeting and Subcommittee Dates and Start Time

Recommendation:

Resolve by the Board of Education that the regular meetings of the Owosso Board of Education will be held on the fourth Monday of each month beginning at 7 pm in July 2017 through June 2018 on the dates tentatively listed below in the Owosso High School Media Center, 765 E. North Street, Owosso, Michigan unless otherwise notified.

Board Meeting Dates	
2017	2018
July 24	January 23
August 28	February 26
September 25	March 26
October 23	April 23
November 27	*May 14
* December 11	June 25

* Denotes meeting to be held on second Monday of the month due to holidays.

Board of Education subcommittees will meet on the second Monday of the month in the Superintendent's Office located in the Washington Campus unless otherwise noted on the following dates:

Board Subcommittee Meeting Dates					
	Aug. 14, 2017	Sep. 11, 2017	Oct. 9, 2017	Nov. 13, 2017	Jan. 8, 2018
Business Services/ Strategic Planning	5:00-6:00 pm	5:00-6:00 pm	5:00-6:00 pm	5:00-6:00 pm	5:00-6:00 pm
Curriculum	6:00-7:00 pm	6:00-7:00 pm	6:00-7:00 pm	6:00-7:00 pm	6:00-7:00 pm

	Feb. 12, 2018	Mar. 12, 2018	Apr. 16, 2018	June 11, 2018	
Business Services/ Strategic Planning	5:00-6:00 pm	5:00-6:00 pm	5:00-6:00 pm *Note: Meeting held on 3rd Monday	5:00-6:00 pm	
Curriculum	6:00-7:00 pm	6:00-7:00 pm	6:00-7:00 pm	6:00-7:00 pm	

Note: Board of Education subcommittees will not meet in December or May due to holidays. The Board of Education Meeting will be held in place of the subcommittee meetings on December 11, 2017 and May 14, 2018.

Motion

Seconded

Vote – Ayes

Nays

Motion

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
Report 16-164

FOR ACTION

Subject:

Ratification of Teacher Contract

Recommendation:

Resolve that the Board of Education approve the July 1, 2017– June 30, 2018 Tentative Agreement between the Owosso Education Association and the Owosso Board of Education.

Rationale:

Both parties need to ratify a labor agreement for implementation. The Owosso Education Association ratified the July 1, 2017 – June 30, 2018 Tentative Agreement on June 5, 2017.

Statement of Purpose/Issue:

The Owosso School District is fortunate to have an outstanding relationship with the Owosso Education Association. The Tentative Agreement was reached after thoughtful reflection of the challenges facing the District regarding retirement, health care costs, school aid funding, and in an attempt to be fiscally responsible. Ratification of this agreement confirms the foundation of trust that exists between the OEA and the Owosso School District.

Facts/Statistics:

The Michigan Public Employment Relations Acts, as amended, created a statutory obligation for the Board of Education to bargain with the Association as the representative of its teaching personnel as to hours, wages, terms and conditions of employment.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017

Report 16-165

FOR ACTION

Subject:

Ratification of OESPA Contract

Recommendation:

Resolve that the Board of Education approve the July 1, 2017 – June 30, 2018 Tentative Agreement between the Owosso Education Support Personnel Association and the Owosso Board of Education.

Rationale:

Both parties need to ratify a labor agreement for implementation.

Statement of Purpose/Issue:

The Owosso School District is fortunate to have a positive relationship with the Owosso Education Support Personnel Association. The Tentative Agreement was reached after thoughtful reflection of the challenges facing the District regarding retirement, health care costs, school aid funding, and in an attempt to be fiscally responsible. Ratification of this agreement confirms the foundation of trust that exists between the OESPA and the Owosso School District.

Facts/Statistics:

Act 379 of the Michigan Public Acts of 1965 created a statutory obligation for the Board of Education to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017**

Report 16-166

FOR ACTION

Subject:

Ratification of Administrator’s Contract

Recommendation:

Resolve that the Board of Education approve the July 1, 2017 – June 30, 2018 Tentative Agreement between Building and Central Office Administrators and the Owosso Board of Education.

Rationale:

In order for contract changes to be enacted prior to the commencement of a new year contract, they must be approved by the Board.

Statement of Purpose/Issue:

The Owosso School District is fortunate to have an outstanding relationship with its administrators. The Tentative Agreement was reached after thoughtful reflection of the challenges facing the District regarding retirement, health care costs, school aid funding, and in an attempt to be fiscally responsible. Ratification of this agreement confirms the foundation of trust that exists between the administrators and the Owosso School District.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017**

Report 16-167

FOR ACTION

Subject:

Non-Union Personnel

Recommendation:

Resolve that the Board of Education approve salary adjustments for non-union personnel to reflect parity with other bargaining groups.

Rationale:

Compensation for non-union personnel generally aligns with union bargaining agreements. The proposal for adjustments covers the following positions and, generally, aligns with the Administrator's contract.

- Executive Building Secretaries
- District Office personnel with the exception of Central Office Administrators outlined in the Administrator Contract and the Superintendent
- Food Service Assistant
- 4-Wings Staff
- Transportation Supervisor

Motion

Seconded

Vote – Ayes

Nays

Motion

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017**

Report 16-168

FOR FUTURE ACTION

Subject:

Agreement for the provision of Police Officers to serve as school resource (liaison) officers for Owosso Public Schools.

Recommendation:

Resolve that the Board of Education renew the City of Owosso agreement that will enhance the public safety of the City of Owosso and the Owosso Public School District through the provision of police officers to serve as School Resource (liaison) officers for the contract year of fiscal year 2017-18.

Facts /Statistics:

Pursuant and subject to the terms of the Agreement, The City of Owosso shall provide two qualified Owosso Police Officers to serve as School Resource Officers at schools located within the Owosso Public School District. The exact school assignments shall be determined by mutual agreement between the City of Owosso and the School District. The City, in consultation with the District, shall develop a work plan that serves the needs of the School District and the City. That plan shall identify and develop all School Resource (liaison) Officer job responsibilities, and incorporate a schedule that is approved by both parties.

This agreement has been in place since the 2012-13 school year for a term of 5 years or expiring on June 30, 2018 and has been deemed to be successful by both parties. The funding for these positions has been and is anticipated to continue to be from State "At Risk" funds as part of the measures to promote safety and security in the school District.

Motion

Seconded

Vote – Ayes

Nays

Motion

RESOLUTION NO.

RESOLUTION OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN,
 APPROVING INTERGOVERNMENTAL AGREEMENT WITH THE OWOSSO
 PUBLIC SCHOOL DISTRICT FOR THE PROVISION OF POLICE OFFICERS TO
 SERVE AS SCHOOL RESOURCE OFFICERS

WHEREAS, Michigan Urban Cooperation Act of 1967, Act No. 7 of 1967, et. seq., provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action and Section 3.1 General Powers, subsection B, of the *City Charter of the City of Owosso* authorizes the City to enter into intergovernmental agreements with various public agencies, including school districts; and

WHEREAS, this Agreement will enhance the public safety of the City of Owosso and the Owosso Public School District through the provision of police officers to serve as School Resource Officers;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Owosso as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, an intergovernmental agreement between the City and the Owosso Public School District, for the provision of police officers to serve as School Resource Officers.

PASSED AND ADOPTED by the City Council of the City of Owosso this __ nd day of ____, 2013.

CITY OF OWOSSO, a
 Michigan Municipal Corporation
 ATTEST:

City Clerk

APPROVED AS TO FORM:

William Brown, City Attorney

INTERGOVERNMENTAL AGREEMENT

This Agreement is made, entered into and effective this day of ____, 2013 (the "Effective Date"), by and between the City of Owosso, a municipal corporation of the State of Michigan ("City"), and the Owosso Public School District ("School District").

RECITALS

Whereas, the City is authorized to enter into this Agreement pursuant to the Michigan Urban Cooperation Act of 1967, Act No. 7 of 1967 and Section 3.1 General Powers, subsection B of the *City Charter of the City of Owosso*; and

Whereas, the School District is authorized to enter into this Agreement pursuant to the Michigan Urban Cooperation Act of 1967, Act No. 7 of 1967; and

Whereas, the City and the School District desire to enter into this Agreement for the purpose of establishing the position of School Resource Officer within certain complexes of the School District, for the mutual benefit of the parties and to increase public safety within the schools and the community as a whole. The goal of both parties is to increase public safety within the schools and the community as a whole.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

TERMS:

1. The foregoing recitals are incorporated in this Agreement by this reference.
2. The City shall act through its Public Safety Department in the performance of this Agreement.
3. Pursuant and subject to the terms of this Agreement, the City shall provide two qualified Owosso Police Officers to serve as School Resource Officers at schools located within the School District. The exact school assignments shall be determined by mutual agreement between the City and the School District.
4. The City, in consultation with the Owosso Public Schools, shall determine the selection and placement process of all School Resource Officers. The City shall be solely responsible for selecting the personnel to serve as School Resource Officers. The City and School District shall evaluate the performance of each School Resource Officer at least annually. The comments of the School District as to performance shall be advisory and the City retains the final authority as to personnel decisions.
5. The School District, in consultation with the City, shall establish a system that coordinates and schedules the School Resource Officers' work in such a manner as to accomplish the goals of this Agreement.
6. The City, in consultation with the School District, shall develop a work plan that serves the needs of the School District and the City. That plan shall identify and develop all School Resource Officer job responsibilities, and shall incorporate a schedule whereby the School

District and the City can collaborate on all related issues. Both Parties shall approve the meeting schedule.

7. The City shall supervise the work of the School Resource Officers and provide the transportation and equipment necessary to accomplish all assignments.
8. The School District, in consultation with the City, shall provide assistance in the development and implementation of teaching materials, and shall provide other related functions as may be appropriate to carry out the goals of this Agreement.
9. To the extent possible, the School Resource Officers shall be made available to the School District for the ten (10) month period covering the normal school instructional year. During that period, to the extent possible, the School Resource Officers' work efforts shall be devoted fully to accomplishing the goals set forth in this Agreement.
10. To the extent reasonably possible, mandatory Public Safety department training for the School Resource Officers will be conducted at times that do not conflict with normal school schedules. When training schedules conflict with school schedules, any School Resource Officer may be absent from his/her duties at the School District for the duration of the training. Such absences shall not be deemed a breach of this Agreement on the part of the City, nor shall such absences relieve the School District of any of its obligations under this Agreement.
11. In case of a police emergency, the City may call any School Resource Officer away from his/her duties at the School District for the duration of such emergency. Such emergency use of the School Resource Officers' time shall not be deemed a breach of this Agreement on the part of the City, nor shall it relieve the School District of any of its obligations under this Agreement.
12. For the contract year of FY 2013/14, the School District shall pay \$20.25 per hour for each School Resource Officer.

For each subsequent year thereafter, the cost will be adjusted for changes based on any changes to the budgeted salaries and fringe benefits of assigned police personnel. These adjustments will be based on the salaries and fringe benefits of those personnel assigned to the School Resource Officer program as of September 1 of each year and the City shall provide preliminary cost data to the School District prior to August 1 of each year for budget planning purposes. Final costs will be provided to the School District prior to both Parties' annual budget adoptions.

13. The School District shall pay the City on or about the following dates:
 - December 15
 - March 15
 - June 15

Checks will be made payable to:
 City of Owosso
 Re: School Resource Officer

Send payments to:
City Treasurer
City of Owosso
301 W. Main Street
Owosso, MI 48867

14. At all times during the performance of this Agreement, the police officers who serve as School Resource Officers shall remain employees of the City of Owosso and shall be eligible for all benefits to which part-time employees are entitled at the City.
15. To the extent permitted by law, each party shall indemnify, defend and hold harmless, the other party and its employees, agents and invitees, from all losses, damages, claims, liabilities and expenses (including without limitation reasonable attorney's fees) for damages to property or injury to persons to the extent and magnitude arising from any act, omission or negligence of the indemnifying party or its employees, agents or invitees.
16. This Agreement shall be effective upon approval by the governing bodies of the Parties and execution of the Agreement.
17. The term of this Agreement shall be for a period of five years and commence on the Effective Date and shall expire on June 30, 2018, unless sooner terminated in accordance with the terms of this Agreement or as provided by law.
18. The City and the School District shall review this Agreement annually, and, upon written approval by both Parties, may amend it as appropriate under the circumstances.
19. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.
20. Property acquired solely for purposes of this Agreement shall be disposed of upon termination or completion as follows:
 - a. All materials, supplies, or equipment purchased by the School District for the development and implementation of this program shall remain the sole property of the School District.
 - b. All materials, supplies, or equipment purchased by the City for the development and implementation of this program shall remain the sole property of the City.
21. The City and School District retain all of their respective rights to governmental immunity whether it be created by common law or statute and the Agreement will not be interpreted as waiving any of those rights.
22. The Contract Administrator for the City shall be Public Safety Director Kevin Lenkart, or his designee or successor. The Contract Administrator for the District shall be Superintendent Andrea Tuttle, or her designee or successor.
23. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

24. This Agreement contains the entire understanding of the parties as to its subject matter. There are no oral agreements not stated herein. This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____.

SCHOOL DISTRICT: Owosso Public School District

CITY: City of Owosso, a Michigan municipal corporation

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
16-169

FOR FUTURE ACTION

Subject:

Membership Resolution – Michigan High School Athletic Association

Recommendation:

Resolve that the Board adopt the membership resolution of the Michigan High School Athletic Association for the year beginning August 1, 2017 through July 31, 2018

Rationale:

A requirement for membership is a yearly membership renewal by member schools' Boards of Education. This resolution fulfills that requirement.

Motion

Seconded

Vote – Ayes

Nays

Motion



1661 Ramblewood Drive
East Lansing, MI 48823
(517) 332-5046

The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. **It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.**

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

MEMBERSHIP RESOLUTION

For the year August 1, 2017 — through July 31, 2018

LIST ON BACK

_____ the School(s) which are under the direction of this Board of Education/Governing Body.

(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2017-18 must be listed on the back of this form)

Owosso Public Schools City of Owosso

County of Shiawassee, of State of Michigan, are hereby:

- (A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and
- (B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current **HANDBOOK** as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2017 and shall remain effective until July 31, 2018, during which the authorization may not be revoked.

RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

Owosso Public School(s), on the _____ day of July, 2017, and is so recorded in the minutes of the meeting of the said Board/Governing Body.

Owosso Public School Board of Education
(Governing Body Name)
645 Alger St.
(Address)
Owosso, Michigan 48867
(City & Zip Code)

Board Secretary Signature
or Designee
 Check if Designee

Schools Which Are To Be MHSAA Members During 2017-18

NOTE: Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades 6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

- A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th grade students.
- B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.
- C. *If the 6th-graders are in a separate building, and participating with the 7th- and 8th- graders, the 6th-grade school building must be listed as an MHSAA member school.

Member High School(s) (if any)

List separately from JH/MS even if all grades are housed in the same building.

1. Owosso High School
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

If necessary, list additional schools for either column on a separate sheet.

Junior High /Middle School(s) (if any)

List separately from HS even if all grades are housed in the same building.

1. Owosso Middle School
 Name of Junior High/Middle School
 Configuration of grades in school (e.g. K-6, 6-8, 7-8, 7-9): 6-8
 Provide anticipated 2017-18 7th- and 8th-Grade Enrollment: 450
 Provide anticipated 2017-18 6th-Grade Enrollment: 225
 - Yes or No (circle one) 6th-grade students will be participating in one or more sports for the above school
 - Yes or No (circle one) *6th-graders are housed in the same building as 7th- and 8th-graders
 - Yes or No (circle one) 6th-graders will be participating, in at least one sport, with 7th- and 8th-graders
3. _____
 Name of Junior High/Middle School
 Configuration of grades in school (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2017-18 7th- and 8th-Grade Enrollment: _____
 Provide anticipated 2017-18 6th-Grade Enrollment: _____
 - Yes or No (circle one) 6th-grade students will be participating in one or more sports for the above school
 - Yes or No (circle one) *6th-graders are housed in the same building as 7th- and 8th-graders
 - Yes or No (circle one) 6th-graders will be participating, in at least one sport, with 7th- and 8th-graders
3. _____
 Name of Junior High/Middle School
 Configuration of grades in school (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2017-18 7th- and 8th-Grade Enrollment: _____
 Provide anticipated 2017-18 6th-Grade Enrollment: _____
 - Yes or No (circle one) 6th-grade students will be participating in one or more sports for the above school
 - Yes or No (circle one) *6th-graders are housed in the same building as 7th- and 8th-graders
 - Yes or No (circle one) 6th-graders will be participating, in at least one sport, with 7th- and 8th-graders

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017

Report 16-170

FOR FUTURE ACTION

Subject:

Declaration of Obsolete Material - Bus

Recommendation

Resolve that the Board of Education authorize the Transportation department to dispose of the following obsolete bus:

- 1996 65 passenger Blue Bird School bus
- VIN #HVBBAAP5TH400639
- 3800 TD 4600 International motor and chassis
- Current odometer read of 141,241 miles (not actual read since original odometer was replaced)

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 bus has been red tagged during the last inspection and is not considered worth repairing. It is recommended by the transportation department to have the board consider declaring this bus obsolete.

If the Board declares these items obsolete, the bus will be placed up for sale through a closed bid process. The funds garnered will return to the general fund.

Motion

Seconded

Vote – Ayes

Nays

Motion

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017

Report 16-171

FOR FUTURE ACTION

Subject:

Resolution authorizing online learning opportunities for students

Recommendation:

Resolve that the Board of Education adopt the accompanying resolution allowing flexibility for students at Lincoln High School and Owosso High School to pursue teacher led on-line learning opportunities

Facts /Statistics:

On-line learning opportunities are not new to the Owosso Public Schools district either at Lincoln or at Owosso High School. However, as legislation changes and the requirements for the on-line opportunities change and expand, it is considered prudent to ensure that the Board is aware of the providers of these opportunities and formally approve them. This was particularly driven to light when documentation from the State was received regarding "Seat Time Waivers" and some possible changes to the documentation requirements. "Seat Time Waivers" allow students the opportunity to utilize on-line opportunities, in specialized circumstances and under teacher guidance, to waive the requirement to be in a traditional classroom for more than two periods a day (the maximum allowed with traditional on-line opportunities). Although the requirements do not have any substantive changes, the guidance did appear to require that the Board formally adopt the attached resolution to be in compliance with documentation requirements.

The attached resolution is intended to provide the Board of Education a sense of the on-line opportunities providers while providing a broad enough context to allow flexibility. Any on-line opportunities that are taken by students are vetted by the SRES, GISD, Guidance department and/or the Administration to determine if the opportunities are appropriate for the students educational goals prior to enrolling them.

Motion

Seconded

Vote – Ayes

Nays

Motion

Owosso Public Schools

Approve Online Learning options, as offered through the Shiawassee Regional Education Service District, into District Course Catalog

A regular meeting of the Board of Education of said school district was held at 765 E. North Street, Owosso, Michigan in the Media Center of Owosso High School on the 26th of June, 2017 at 7:00pm

The meeting was called to order by_____.

Present:

Absent:

The following preamble and resolution were offered by “ENTER HERE” and supported by “ENTER HERE”.

WHEREAS District strives to offer expansive high quality course offering options which meet flexible and relevant learning needs of the all students; and

WHEREAS Section 5-O-D of the Pupil Accounting Manual will be revised prior to the 2017-18 school year; and

WHEREAS, online students will take their courses following the rules under section 21F (5-O-D); and

WHEREAS, the Shiawassee RESD (Compass Learning, Edgenuity, Middlebury and GenNET Online Learning Portal and various providers such as Lansing Community College or Baker College) catalog provides school districts with course providers that have been vetted for quality and rigor; and

WHEREAS, courses offered through the Shiawassee RESD (Compass Learning, Edgenuity, Middlebury and GenNET Online Learning Portal an various providers such as Lansing Community College or Baker college) are 21f-compliant with Michigan certified teachers, as required;

WHEREAS, the school district wishes to enter into a partnership with Shiawassee RESD online catalog to furnish teacher-led courses for online learning; and

NOW BE IT RESOLVED that Owosso Public School District Board of Education approve that the current Shiawassee RESD online catalog be used as the District's local catalog, whether in part or in whole; and be it further

RESOLVED, that the Superintendent and/or his or her designee has the opportunity to execute documents necessary to approve the above-referenced use of the Shiawassee RESD (Compass Learning, Edgenuity, Middlebury and GenNET Online Learning Portal) catalog as the District's local catalog (whether in part or as whole) in “ENTER NAMES?”

Ayes: (ENTER NAMES)

Nays: (ENTER NAMES)

Resolution declared adopted.

Attested by:

"Name", President
"District" Board of Education

"Name" Secretary
"District" Board of Education

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017**

Report 16-172

FOR FUTURE ACTION

Subject:

Recommendation

Resolve that the Board of Education adopt the First Amendments to the: 1) Restated Owosso Public Schools Flexible Spending Plan; and 2) Restated Health Care Flexible Spending Account Plan

Facts/Statistics:

The original plan (The Owosso Public Schools Flexible Spending Plans) was adopted in the 1990's for providing premiums to be paid with "pre-tax dollars". In 2014, the plan was restated to encompass changes in the law and to include a Health Savings feature to the original plan and to assure that all flexible spending opportunities provided to eligible employees were reflected in the plan documents. These are now contained within three documents to comply with the law. The proposed amendments to the two plans referenced above accomplish the following 1) For the Flexible Spending Plan and the Restated Health Care Flexible Spending Account plan, the proposed amendments incorporate new language to comply with the Affordable Care Act; and 2) For the Restated Health Care Flexible Spending Account Plan amendment, the limit for employee contributions is increased from \$1,800 to \$2,500 for the plan year beginning with September 1, 2017. This change was requested by employees to accommodate the higher deductible plans that are being offered by the District. It should be noted that employees still may not participate in both the flexible spending plan offered by the District and the Health Savings Account authorized by the IRS.

The summary of material modifications sheet accompanying this board report is provided to the Board "for information". This sheet will be provided to employees if the Board opts to proceed with adopting the recommended amendments in July.

Motion

Seconded

Vote – Ayes

Nays

Motion

**FIRST AMENDMENT TO THE
RESTATED OWOSSO PUBLIC SCHOOLS
FLEXIBLE SPENDING PLAN**

The Owosso Public Schools, a Michigan government entity (the “Employer”), having approved and adopted the Restated Owosso Public Schools Flexible Spending Plan (the “Plan”), effective June 23, 2014, does hereby approve and adopt this First Amendment to the Plan, effective upon the adoption of this First Amendment by the Board of Education of the Employer.

WHEREAS, the Board of Education of the Employer approved and adopted the Plan with the intent that the Plan qualify under Section 125, 105 and 129 of the Internal Revenue Code of 1986, as amended (the “Code”), and for the purpose of offering certain Benefits to Employees who satisfy the eligibility requirements for participation in the Plan; and

WHEREAS, the Employer now wishes to make certain amendments to the Plan reflecting guidance published by the Internal Revenue Service under the Affordable Care Act.

NOW, THEREFORE, the Employer hereby adopts this First Amendment to the Plan, as follows:

1. Subsection G of Section 4.3 is re-designated as Subsection I, and new Subsections G and H are added, as follows:

G. Revocation Due to Reduction in Hours of Service. In accordance with IRS Notice 2014-55, a Participant may prospectively revoke an election of coverage under a group health plan that is not a health flexible spending account plan and that provides minimum essential coverage (as defined in § 5000A(f)(1)) provided the following conditions are met:

1. The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

2. The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Plan Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

H. Revocation Due to Enrollment in a Qualified Health Plan. In accordance with IRS Notice 2014-55, a Participant may prospectively revoke an election of coverage under a group health plan that is not a health flexible spending account plan and that provides minimum essential coverage (as defined in § 5000A(f)(1)) provided the following conditions are met:

1. The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace pursuant to guidance issued by the U.S. Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace’s annual open enrollment period; and

2. The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Plan Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

2. Except as specifically affected by this First Amendment, all of the terms and provisions of the Plan, as previously amended, shall remain in full force and effect, the same and unchanged.

IN WITNESS WHEREOF, the Employer has caused this First Amendment to be executed on the _____ day of _____, 2017.

OWOSSO PUBLIC SCHOOLS
a Michigan governmental entity

By: _____

Its: Superintendent

**FIRST AMENDMENT TO THE
RESTATED OWOSSO PUBLIC SCHOOLS
HEALTH CARE FLEXIBLE SPENDING ACCOUNT PLAN**

The Owosso Public Schools, a Michigan government entity (the "Employer"), having approved and adopted the Restated Owosso Public Schools Health Care Flexible Spending Account Plan (the "Plan"), effective June 23, 2014, does hereby approve and adopt this First Amendment to the Plan, effective as of September 1, 2017.

WHEREAS, the Board of Education of the Employer approved and adopted the Plan with the intent that the Plan qualify under Section 125 and 105 of the Internal Revenue Code of 1986, as amended (the "Code"), and for the purpose of offering certain Benefits to Employees who satisfy the eligibility requirements for participation in the Plan; and

WHEREAS, the Employer now wishes to make certain amendments to the Plan relating to the dollar limit on Benefits under the Plan.

NOW, THEREFORE, the Employer hereby adopts this First Amendment to the Plan, as follows:

1. The first sentence of Section 5.1 of the Plan is amended by deleting "\$1,800" and substituting "\$2,500" in its place.

2. Except as specifically affected by this First Amendment, all of the terms and provisions of the Plan, as previously amended, shall remain in full force and effect, the same and unchanged.

IN WITNESS WHEREOF, the Employer has caused this First Amendment to be executed on the _____ day of _____, 2017.

OWOSSO PUBLIC SCHOOLS
a Michigan governmental entity

By: _____

Its: Superintendent

RESTATED OWOSSO PUBLIC SCHOOLS
FLEXIBLE SPENDING PLAN
SUMMARY PLAN DESCRIPTION

SUMMARY OF MATERIAL MODIFICATIONS TO THE PLAN

**To: Participants in the
Owosso Public Schools Flexible Spending Plan**

From: Plan Administrator

Amendments to the Restated Owosso Public Schools Flexible Spending Plan (the "Flexible Spending Plan") and the Restated Owosso Public Schools Health Care Flexible Spending Account Plan (the "Health FSA") were recently adopted. This summary of material modifications supplements the summary plan description (SPD) of the Owosso Public Schools Flexible Spending Plan. The revisions to the Flexible Spending Plan plans are effective as of the date of adoption by the Board of Education, and the revision to the Health FSA is effective as of September 1, 2017.

Benefit Limit under the Health FSA.

Effective for the Plan Year beginning as of September 1, 2017, the annual limit on Benefits that may be elected under the Health FSA by Eligible Employees to pay Eligible Medical Expenses shall be increased to \$2,500.

Contact the Plan Administrator if you have any questions about this change.

Addition of two new factors relating to the Affordable Care Act that may allow you to change your elections

The Flexible Spending Plan was amended to add provisions that may allow you to change your elections under the Plan during a Plan Year:

Revocation due to reduction in hours of service. You may revoke an election of coverage under a group health plan if your expected hours of service change from at least 30/week to less than 30/week, even if the change does not result in you ceasing to be eligible under the group health plan. The revocation of the election of coverage must correspond to your enrollment in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Revocation due to enrollment in a Qualified Health Plan. You may revoke an election of coverage under a group health plan if you are eligible to enroll in a Qualified Health Plan through a Marketplace/Exchange, either in a Special Enrollment Period or in the regular Open Enrollment Period in the Marketplace. The revocation of the election of coverage must correspond to your enrollment in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

Contact the Plan Administrator if you have any questions about these rules.

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017**

Report 16-173

FOR INFORMATION

Subject:
Personnel Update

Accepted Positions

Jeff Meihls has accepted the Custodian II position at Owosso High School.

Resignation

Jimmy Valdez, Custodian II at Owosso High School has resigned.

Brittney Filler, ECSE Teacher at Bentley Bright Beginnings submitted her resignation effective at the conclusion of the 2016-2017 school year.

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
June 26, 2017
16-174**

FOR INFORMATION

Subject:

Technical Changes to Board Policies

Information:

Due to Administrative title changes and retirements, there are several technical changes that are required to be made to Board policies. These changes are as follows:

- In any policy that Cathy Dwyer is referenced as a contact for nondiscrimination issues, Mrs. Dwyer’s title will change from “Dean of Students” to “Assistant Principal, OMS”
- In any policy that Ed King, Assistant Principal is referenced as the Section 504 Coordinator, this will be changed to Bridgit Spielman, Principal, Central Elementary along with the associated address and phone number.

Since these are technical changes, they do not require Board action but have been included as an “For Information” item to assist in keeping the Board aware of such changes.

Motion

Seconded

Vote – Ayes

Nays

Motion