



OWOSSO PUBLIC SCHOOLS
Ready for the World

Board of Education Agenda
July 26, 2021
5:30 pm

Washington Campus
645 Alger Street
Owosso, Michigan 48867

1. Call to Order

2. Pledge of Allegiance

3. Building Reports:
Recognition of OPS Retirees

4. Board Correspondence:
Superintendent’s Report
Curriculum Director’s Report

5. Public Participation

6. For Action

Consent Agenda:		
June 28, 2021 Regular Board Meeting Minutes-----	Report 20-182	Page 1
June 28, 2021 Budget Hearing Meeting Minutes-----	Report 20-183	Page 11
Current Bills-----	Report 21-01	Page 14
Financials-----	Report 21-02	Page 25
Obsolete Materials-----	Report 21-03	Page 29
Personnel New Hire–Teachers-----	Report 21-04	Page 31

7. For Future Action

Juul Litigation-----	Report 21-05	Page 34
OMS Obsolete Materials-----	Report 21-06	Page 47
Tax Levy-----	Report 21-07	Page 49

8. For Information

Personnel Update-----	Report 21-08	Page 52
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9. Public Participation

10. Board Reports: Board Member Comments/Updates

11. Upcoming Board Meeting Dates:

August 9: Board of Education Meeting, Washington Campus Gym, 5:30 pm
September 13: Board of Education Committee of the Whole, Washington Campus Superintendent’s Office, 5:30 pm

Important Upcoming Dates:

July 29: Administrator’s Return
August 9: First Day of Fall Sports
August 10-11: New Teacher Orientation
August 11: Owosso High School Trojan Day
August 12: Lincoln High School Trojan Day
August 16: Grand Opening for Staff / Professional Development
August 17: Professional Development
August 19: First Day of School

12. Adjournment

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

BOARD GUARANTEE (Adopted May 2006)

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

Therefore, we guarantee that:

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

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

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

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

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

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

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

Rick Mowen
President



Shelly Ochodnicky
Vice President



Sara Keyes
Treasurer



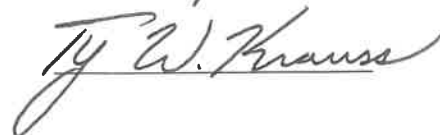
Marlene Webster
Secretary



Adam Easlick
Trustee



Ty Krauss
Trustee



Olga Quick
Trustee



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



OWOSSO PUBLIC SCHOOLS

Ready for the World

BOARD OF EDUCATION NORMS

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



OWOSSO PUBLIC SCHOOLS

Ready for the World

Public Participation at Board Meetings Statement

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

For Action

June 28, 2021 Regular Board Meeting Minutes

OWOSSO PUBLIC SCHOOLS
Board of Education Minutes
Regular Meeting
June 28, 2021
Report 20-182

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

President Rick Mowen called the Board of Education Meeting to order at 5:34 p.m. The meeting was held at the Washington Campus Gymnasium, 645 Alger Street, Owosso MI 48867.

Pledge of Allegiance

Building Reports

Athletic Director, Dr. Dallas Lintner recognized the following athletes for earning the status of All-State Athlete in their respective sports:

- Claire Agnew was introduced from Girls Track and Field. Claire finished in 8th place for girls pole vaulting at the Michigan High School Athletic Association (MHSAA) state finals. At the state finals competition, Claire set a school record at nine feet and nine inches, beating the previous record that was set in 1998 by five inches. Dr. Lintner shared Claire's favorite memory from high school athletics, which was realizing that her and her good friend would be competing at state finals together. Claire plans to continue pole vaulting for Owosso High School (OHS) for the next two years. Claire introduced her parents, Ted and Tara Agnew.
- Senior Peyton Frederick was unable to attend the meeting but was recognized for finishing All-State at the boys state wrestling finals. Peyton has signed with Rochester University where he will continue his wrestling career. Dr. Lintner shared his favorite memory of Peyton, recalling making eye contact with Peyton at the exact moment Peyton realized he had defeated his opponent and would be invited to the state finals.
- Macy Ireland was unable to attend the meeting but was recognized for accomplishments in Girls Swimming and Girls Softball. Dr. Lintner shared that Macy is OHS's first ever All-State swimmer. She has broken several school records in swimming, both as an individual and in relay teams. Dr. Lintner announced that Macy will be a senior next year but has verbally committed to playing softball at Kent State University after she graduates from OHS.
- Madyson Rainey was introduced from Girls Softball. Madyson earned the title of a designated player in girls softball and has committed to Adrian College where she will play softball next school year. Dr. Tuttle shared her favorite memory of Madyson which was when Madyson hit a three-run home run that secured a very important win for the team!

Following the recognition of the All-State athletes, Dr. Lintner and Dr. Tuttle introduced the Varsity Girls Softball Team:

- Seniors Naveah Ginger, Karley Kincaid, Addison Kregger, Madyson Rainey, and Reyn Tuttle;
- Juniors Kendall Anderson, Macy Ireland, and Mara LaHaine;
- Sophomores Jamie Maier, Emily Pumford, Brionna Sarnik, Sydney Somers, and Brielle Sovis;
- Freshman Alexis Hemker, Madelyn Miller, and Reese Thayer.

Dr. Tuttle congratulated the team on their outstanding season and for securing Owosso's first ever MHSAA Team State Championship. Dr. Lintner thanked the girls, adding that their journey to State Champions has been the highlight of his career as Athletic Director. Dr. Lintner and Dr. Tuttle also applauded OHS Girls Softball's coaching staff:

- Head Coach JoEllen Smith
- Assistant Coach Terry Smith
- Assistant Coach Devon Burzmor
- Assistant Coach Jessica Henry
- Assistant Coach Tammie Sanders
- JV Head Coach Marley Apsey
- Assistant JV Coach Jordan Walworth

Dr. Tuttle asked a few of the State Champions to share their favorite moment from the season. Jamie Maier shared that her favorite moment was coming on the field at the state championship game and hearing the incredible cheers from the crowd who came out to watch and support the team. Addison Kregger stated that she absolutely loved seeing how well everyone on her team was doing throughout the season and watching them improve, noting that they made her extremely proud. Dr. Tuttle explained that Addison was unfortunately unable to play herself this season due to an injury, but was still an instrumental part of the team's state championship win. Reyn Tuttle shared that her favorite memories throughout the season were all the times the team was falling behind late in a game and fought their way to the top to secure win after win.

Dr. Tuttle again sincerely thanked and congratulated the girls. She added that Macy Ireland has been an amazing pitcher for the team, but each individual player was an essential part of the state championship win.

Vice President Ochodnicki asked for one of the coaches to share their favorite moment from the season. Coach JoEllen Smith said, "My favorite moment was seeing these kids come back and watching them grow through the season. We started out not having a season last year and having some senior leadership that did not get to play last year. . . . As the season went on, they picked it up. They lost an important year. As the year went on, I saw them step up, be ready to take the next step and go out of their way for Owosso."

Dr. Tuttle shared that JoEllen has coached softball for 38 years. She thanked all the coaches for establishing great relationships with the players, adding that athletics is not just about competing but about the life lessons it teaches.

Vice President Ochodnicki shared how excited she was while watching the championship game, adding that it was incredible to hear the crowd and see so many Owosso alumni were in attendance.

Secretary Webster was able to attend the semi-final game, but not the state championship game. She shared that she wore her Owosso Softball t-shirt to the store the morning of the state championship game and was surprised how many "Go Trojans!" and "Have you heard how the girls are doing?" comments she received, emphasizing to the players how much support they had from the community and how proud they made everyone.

Trustee Quick expressed how much she enjoyed going to the final games, adding that the dynamics on the field were awesome to watch. She shared how proud she is of the team and congratulated them again.

Board Correspondence

Dr. Tuttle thanked the Board members for attending the softball games to support the Varsity team. She announced that on July 6th, in the Owosso Performing Arts Center, the state championship game will be replayed for the softball players, their family, and friends. Dr. Tuttle invited community members to attend, joking that watching will be much less stressful now that everyone knows the ending! Dr. Tuttle also thanked Mr. Rob Oliver, a 1995 OHS alumnus and Animation Director on The Simpsons. Mr. Oliver recently visited his hometown and showed his support of Owosso Girls Softball by drawing the famous character Homer Simpson on one of the 2021 State Champion Softball t-shirts. Dr. Tuttle also thanked Director for Owosso Main Street/Downtown Development Authority Josh Adams and City Manager Nathan Henne for hanging banners of the State Champions throughout Owosso.

Dr. Tuttle announced that kindergarten registration numbers are on track to meet the district's goal. At the time of the meeting, the district had 215 students registered to begin kindergarten with Owosso Schools in August 2021. Dr. Tuttle shared the district's goal is to have 240 kids registered for kindergarten by the start of the new school year.

Dr. Tuttle informed the Board that tours of the new secondary campus will be offered to community members on the following three dates:

- Tuesday, July 13th at 6:00 p.m.
- Wednesday July 21st at 9:00 a.m.
- Tuesday July 27th at 7:00 p.m.

Individuals interested in a tour should contact Community Education Director Jessica Thompson to reserve their spot.

Dr. Tuttle reminded the Board of the following Sinking Fund projects that are being completed throughout the district this summer:

- Secondary Campus: renovations to tennis court inclusive of addition of concrete pad and a pergola, renovations to baseball fields inclusive of the baseball scoreboard and softball scoreboard
- Willman Field: renovations to the football scoreboard and fencing, field goal replacement and relocation, and GameClocks
- Emerson: renovations to the bathrooms and stairwells
- Bentley: pergola installation
- Elementary playgrounds: new rubber mulch and some tree removals

Dr. Tuttle shared that students and staff attending summer school do not have to wear face masks. She added that the district is having summer school take place in air conditioned rooms throughout the district as much as possible.

Dr. Tuttle announced that a memorandum of understanding (MOU) has been signed between the district and the Lebowsky Center for Performing Arts regarding the hiring of a Technology Specialist who will be working part time for the Lebowsky Center and part time for the district. This individual will manage the technology at the new Performing Arts Center and also train students on how to use the equipment. Dr. Tuttle thanked the Cook Family Foundation for generously funding this one-year position.

Dr. Tuttle congratulated the Prichlik Family for winning the 2021 Crest Pontoon raffle. The Prichlik Family has already enjoyed their new boat on Higgins Lake. She expressed her gratitude to Crest Pontoon for their significant donation of the pontoon and trailer. Dr. Tuttle explained all proceeds from the raffle will go toward OPS' Career and Technical Education (CTE) program.

Director of Curriculum Instruction Steve Brooks was pleased to share that approximately 350 students in preschool through 12th grade are participating in Owosso's summer school program. Mr. Brooks stated that OPS is the only district in the county offering summer school at the preschool and elementary levels.

Mr. Brooks informed the Board that the Books at Bryant event, where Owosso families can enjoy free books and ice cream, is continuing to take place every Tuesday at 7:00 p.m. throughout the summer. Mr. Brooks said 190 students attended the first Books at Bryant event this summer and that number rose to 210 students at the second event. Mr. Brooks expressed how pleased he is with those numbers, noting that two years ago an average of 100 students attended the event each week. Mr. Brooks thanked Culver's for donating ice cream each week. He emphasized that the event is a true community effort and gave special thanks to Bryant Principal Shelly Collison for the idea. He also thanked Owosso firefighters, Owosso policemen, and OPS teachers for volunteering at the events.

Mr. Brooks noted the district is planning for Opening Day, Professional Development, New Teacher Orientation, and school improvement. In addition, the district is preparing for the Bryant School Golf Outing that will take place on August 22nd. Mr. Brooks explained that the golf outing supports graduates of Bryant Elementary who are attending higher education or vocational programs. The Golf Outing has provided \$50,000 in scholarships since its conception.

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.

No participants addressed the Board.

For Action

- Moved by Webster, supported by Easlick to approve the May 24, 2021 first regular meeting minutes, May 24, 2021 second regular meeting minutes, June 14, 2021 Committee of the Whole minutes, June 14, 2021 Closed Session minutes, current bills, and financials as presented. Trustee Quick requested the following changes be made to her comments in the May 24, 2021 second regular meeting minutes:
 - Change "city" to "county"
 - Change "financial concerns" to "concerns regarding financial equity"
 Secretary Webster requested the following change be made to the heading for the June 14, 2021 Committee of the Whole minutes:
 - Change "Board of Education Minutes" to "Committee of the Whole Minutes"
 Motion carried unanimously with the understanding that the above changes would be made.
- Moved by Quick, supported by Krauss to reaffirm the OPS Extended COVID-19 Learning Plan. Dr. Tuttle reported the following changes to the plan:
 - MHSAA, in accordance with the MDHHS Emergency Order issued on June 17, 2021, rescinded all COVID requirements and restrictions on testing, gatherings, groups, and face masks for any sports activity, both indoors and outdoors effective June 22, 2021.

Dr. Tuttle informed the Board the COVID-19 Extended Learning Plan will expire June 30, 2021. Motion passed unanimously.

- Moved by Quick, supported by Krauss to adopt as their second and final reading revised policy 5460–Graduation Requirements. Dr. Tuttle clarified this policy, if passed, will be in place until amended again by the Board. Motion carried unanimously.
- Moved by Krauss, supported by Easlick to adopt as their second and final reading revised policy revised policy 5460.01–LHS Graduation Requirements. Dr. Tuttle clarified this policy, if passed, will be in place until amended again by the Board. Motion carried unanimously.
- Moved by Krauss, supported by Easlick to approve the 2021–2022 student handbooks for Bentley Bright Beginnings, the elementary, middle, and high schools as presented. Motion carried unanimously.
- Moved by Quick, supported by Webster to authorize the Superintendent to sign the proposed revised Purchase Agreement (PA) with Community Housing Network (CHN) for the sale of the current Middle School located at 219 N. Water Street. Dr. Tuttle informed the Board that CHN will begin paying the building utilities when OPS vacates the building, which she hopes will happen by the end of August. She added that CHN has asked to retain the school’s old chalkboards and lockers, a request that was approved because the school no longer uses them. Dr. Tuttle noted the district will continue to maintain the grounds of the property until the sale is final, so there will still be some minimal costs to the district after August. Motion carried unanimously.
- Moved by Quick, supported by Easlick to authorize the Superintendent to renew the contracts with Genesee Shiawassee Thumb (GST) Michigan Works from July 1, 2021 through June 30, 2022. Trustee Krauss, an employee of GST Michigan Works, said this opportunity will help offset training costs, and Michigan Works is happy to partner with OPS. Dr. Tuttle noted this would be the district’s third year partnering with GST, and she recommends the district renew the contract. Motion carried unanimously.
- Moved by Krauss, supported by Quick to resolve that the Board adopt the resolutions that revise the appropriations for the General, School Service, and Building and Site Funds for the 2020–2021 fiscal year. CFO Julie Omer provided a general overview of 2020–2021 final budget revision. She noted the projected general fund balance at June 30, 2021 is \$4,523,000 or 13.25% of revenue. The school service fund is expected to have an overall increase in fund balance of \$23,000 for an expected fund balance of \$43,000 at June 30, 2021 or 3.18%. The Sinking Fund is expected to decrease to a fund balance of \$53,000 due to the timing of completion of summer of 2020 and 2021 projects. The expected sinking fund balance at June 30, 2021 is \$5,100,000. Secretary Webster conducted a roll-call vote. Ayes: Easlick, Quick, Webster, Ochodnick, Mowen, Krauss. Nays: None. Absent: Keyes. Motion carried unanimously.
- Moved by Quick, supported by Krauss to adopt the resolution presented for the 2021–2022 fiscal year budget package for the General, School Service, Fiduciary, and Sinking funds. CFO Omer provided an overview of the 2021–2022 proposed budgets. The foundation allowance for next year will be \$8,311. CFO Omer noted this is \$200 more than 2020–2021 for each full time equivalent (student for which the district receives funding). Full time equivalents are expected to be 100 less next year than in 2020–2021. In addition, CFO Omer predicts there were several one-time federal grants received last year that will not be provided this coming year. CFO Omer explained the district has a financial goal of maintaining a 6% fund balance by the end of fiscal year 2021–2022 to prevent moving into territory for State “take over”. CFO Omer suggestions would result in a fund balance that equals \$2,081,000 or 6.17% of expenses. Dr. Tuttle reminded the Board the district always budgets conservatively at the beginning of the fiscal year. CFO Omer is projecting a \$21,054 (1.27%) school service fund balance at the end of the 2021–

2022 year. She is also projecting a sinking fund balance of \$4,610,460. Lastly, CFO Omer shared the projected fund balance for the fiduciary fund is \$304,034. The Board thanked CFO Omer for her thorough explanation. Secretary Webster conducted a roll call vote. Ayes: Easlick, Quick, Webster, Ochodnick, Mowen, Krauss. Nays: None. Absent: Keyes. Motion carried unanimously.

- Moved by Quick, supported by Krauss to resolve that the Board of Education authorize the borrowing of \$3,700,000 inclusive of \$2,200,000 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 2021–2022 school year. This recommendation includes the request for the Board to adopt two borrowing resolutions to allow for participation in the traditional School Bond Loan fund and one that will allow for competitive rates to be obtained from other qualified financial institutions. Ayes: Easlick, Quick, Webster, Ochodnick, Mowen, Krauss. Nays: None. Absent: Keyes. Motion carried unanimously.
- Moved by Ochodnick, supported by Quick to resolve that the Board of Education authorize the Superintendent to lease two buses for a period of three years with the option to purchase them at the end of the lease term from Holland bus company. Trustee Quick asked if the busses ran on gasoline or diesel. Dr. Tuttle responded the busses use gasoline. Transportation Director Renee Secor-Jenks explained the district currently has nine busses that run on gasoline and five busses that run on diesel. She added the Transportation Department prefers busses that run on gasoline because they get better mileage and gasoline is more readily available than diesel. Secretary Webster conducted a roll call vote. Ayes: Krauss, Mowen, Ochodnick, Webster, Quick, Easlick. Nays: None. Absent: Keyes. Motion carried unanimously.
- Moved by Webster, supported by Krauss to resolve that the regular meetings of the Owosso Public Schools Board of Education will begin at 5:30 pm from July 2021 through June 2022 on the dates tentatively listed below in the Washington Campus Gym, 645 Alger St.
 - July 26, 2021
 - August 9, 2021
 - September 27, 2021
 - October 25, 2021
 - November 22, 2021
 - December 13, 2021
 - January 24, 2022
 - February 21, 2022
 - March 14, 2022
 - April 25, 2022
 - May 23, 2022
 - June 27, 2022

Also, that it be resolved by the Board of Education that its Committee of the Whole meetings will begin at 5:30 pm from August 2021 through May 2022 on the dates tentatively listed below in the Superintendent's Office, located at the Washington Campus, 645 Alger St.

- September 13, 2021
- October 11, 2021
- November 8, 2021
- January 10, 2022
- February 14, 2022
- April 11, 2022
- May 9, 2022

Motion carried unanimously.

- Moved by Quick, supported by Easlick to resolve that the Board of Education approve the contract with Spicer Group, as presented, for retention of their services for the design, bidding and possible construction of air conditioning using a possible combination of ESSER and sinking funds. Dr. Tuttle emphasized this only allows for the design phase of adding air conditioning to the buildings. Trustee Quick expressed that she believes adding air conditioning would be a great use of ESSER funds. Motion carried unanimously.
- Moved by Ochodnicki, supported by Webster to resolve that the Board of Education approve the July 1, 2021– June 30, 2022 Tentative Agreement between the Owosso Education Association (OEA) and the Owosso Board of Education. Dr. Tuttle commended the OEA team, noting that she believes educators are underpaid and is happy the district is in the position to give something back to teachers this year. She was happy to announce their package includes a 2% on schedule payment and 3% off schedule payment. Trustee Quick and President Mowen stated, in accordance with the Board’s Bylaws, they must abstain from voting because they have family members who are OEA members. President Mowen extended his gratitude to the bargaining team and to all staff for their hard work this past year. Secretary Webster conducted a roll call vote. Abstained: Mowen, Quick. Ayes: Easlick, Ochodnicki, Webster, Krauss. Nays: None. Absent: Keyes, Motion carried unanimously.
- Moved by Quick, supported by Easlick to resolve that the Board of Education approve the July 1, 2021–June 30, 2022 Tentative Agreement between the Owosso Education Support Personnel Association (OESPA) and the Owosso Board of Education. Dr. Tuttle thanked the support staff for their tremendous efforts during a challenging year. Dr. Tuttle also gave special thanks to OESPA President, Gizelle Ross. She noted that Gizelle has been a pleasure to work with throughout negotiations. Secretary Webster conducted a roll call vote. Ayes: Easlick, Quick, Webster, Ochodnicki, Mowen, Krauss. Nays: None. Absent: Keyes. Motion passed unanimously.
- Moved by Ochodnicki, supported by Krauss to resolve that the Board of Education approve the July 1, 2021–June 30, 2022 Tentative Agreement between Building and Central Office Administrators and the Owosso Board of Education. President Mowen announced, in accordance with the Board’s Bylaws, he must abstain from voting. Abstained: Mowen. Ayes: Easlick, Quick, Webster, Ochodnicki, Krauss. Nays: None. Absent: Keyes. Motion carried unanimously.
- Moved by Ochodnicki, supported by Krauss to resolve that the Board of Education approve salary adjustments for non-union personnel to reflect parity with other bargaining groups. Ayes: Easlick, Quick, Webster, Ochodnicki, Mowen, Krauss. Nays: None. Absent: Keyes. Motion carried unanimously.
- Moved by Quick, supported by Krauss to resolve that the Board adopt the membership resolution of the Michigan High School Athletic Association for the year beginning August 1, 2021 through July 31, 2022. Motion carried unanimously.

For Future Action

- The Board will be asked to authorize the Owosso Public School’s Career and Technical Education Department to dispose of an un-operational Powermatic Planer and workbenches that can no longer meet the woodworking needs of students.

Moved by Easlick, supported by Webster to move the for future action item to for action item. Motion carried unanimously.

For Information

Superintendent Dr. Tuttle reported the following personnel changes:

- **Accepted Positions**
 - Garrett Feinauer has accepted the part-time computer tech position.
 - Naia Smith has accepted the part-time Summer Food Service position.
 - Alaynie Drury has accepted the part-time Summer Food Service position.
 - Reyn Tuttle has accepted the part-time Summer Food Service position.
- **Retirements**
 - Dennis Tomlinson, Bus Driver has submitted his letter of retirement at the conclusion of the school year after one year of service with the district.
 - Beth Lyon, Paraprofessional at Emerson Elementary has submitted her letter of retirement at the conclusion of the school year after 16 years of service with the district.

Public Participation

No participants addressed the Board.

Board Member Comments/Updates

Trustee Easlick congratulated the Owosso Girls Varsity Softball team and coaches. He also stated that he hopes the air conditioning bids will come in low enough for the goal of installing air conditioning in OPS elementary schools to come to fruition.

Trustee Quick noted how much she appreciated the community coming together to support the softball players. She also thanked all OPS staff, including administrators, for their commitment to Owosso students and for leading the community through the pandemic.

Secretary Webster thanked the Owosso team and congratulated the student athletes. She said she is excited for a normal school year in the fall!

Vice President Ochodnicky thanked all teachers who are working the summer school program. She also noted that she hopes the bus garage will undergo renovations soon. Dr. Tuttle informed the Board the bus garage will be painted this summer. Transportation Director Renee Secor-Jenks added that the flooding in the bus garage has been taken care of.

Trustee Krauss thanked Renee Secor-Jenks for all of her hard work managing transportation for Owosso schools. He also thanked CFO Omer for her budget reports and Mr. Brooks for organizing the Books at Bryant events, summer school program, and Bryant Golf Outing. Concluding, Trustee Krauss congratulated all athletes who attended the Board meeting.

President Mowen also congratulated the student athletes, noting how amazing it was to end the year with something as positive as a state championship win. He extended his appreciation to all OPS staff, thanking them for leading the district through the past year. President Mowen finished stating the district and its team did the best they could for Owosso students, and the students benefitted from their tremendous efforts.

Upcoming Board Meeting Dates

July 26: Board of Education Meeting, Washington Campus Gym, 5:30 p.m.

August 9: Board of Education Meeting, Washington Campus Gym, 5:30 p.m.

Adjournment

Moved by Mowen, supported by Ochodnicky to adjourn at 7:03 p.m. Motion carried unanimously.

Minutes recorded by Alexa Stechschulte and Brooke Barber.

Respectfully submitted,

Marlene Webster, Secretary

June 28, 2021 Budget Meeting Minutes

OWOSSO PUBLIC SCHOOLS
Board of Education Minutes
June 28, 2021
Report 20-183

President Mowen called the Budget Hearing of the Board of Education to order at 5:30 pm. The meeting was held in the Washington Campus Gym, located at 645 Alger Street, Owosso, Michigan.

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

Pledge of Allegiance

Public Participation

No participants addressed the Board.

Budget Hearing

Superintendent Dr. Andrea Tuttle explained it is recommended that the Board of Education officially hold a budget hearing disclosing the proposed millages that support the budget resolutions being asked to be approved by the Board for the 2021-22 fiscal year.

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 2021-22 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 was received from the Argus Press, the paper of general circulation utilized for the notification.

CFO Omer noted that the operating millage and sinking fund are pertinent to this budget hearing. She added that the operating millage is subject to a Headlee rollback due to inflation of property values. CFO Omer explained the public authorized the millage in excess of 18.2259 and the district will be able to assess the full 18 mills in December. CFO Omer concluded by stating the sinking fund was authorized by voters in December of 2019 and will be subject to a Headlee rollback of 1.9793.

Public Participation

President Mowen stated that the Board of Education is a public body and recognizes the value of public comment on education issues. Time has been included in the meeting's agenda for public participation. Members of the audience were reminded 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. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

No participants addressed the Board.

Adjournment

Moved by Quick, supported by Webster to adjourn at 5:34 pm. Motion carried unanimously.

Minutes recorded by Alexa Stechsulte

Respectfully submitted,

Marlene Webster, Secretary

Current Bills

OWOSSO PUBLIC SCHOOLS
EXPENDITURE REPORT
6/21-7/18/2021
REPORT 21-01

CHECK RUN ACTIVITY BY FUND

GENERALFUND (6/21-6/30/2021)	\$747,218.63
GENERALFUND (7/1-7/18/2021)	\$800,340.79
SERVICE FUND (6/21-6/30/201)	\$21,211.84
SERVICE FUND (7/1-7/18/2021)	\$4,343.19
SINKING FUND (6/21-6/30/2021)	\$183,681.87
SINKING FUND (7/1-7/18/2021)	\$0.00
CAPITAL PROJECTS - BOND FUND (6/21-6/30/2021)	\$693,011.07
CAPITAL PROJECTS - BOND FUND (7/1-7/18/2021)	\$0.00
CAPITAL PROJECTS - COOK FAMILY FOUND (6/21-6/30/2021)	\$20,000.00
CAPITAL PROJECTS - COOK FAMILY FOUND (7/1-7/18/2021)	\$0.00
CHECK RUN TOTAL	<u>\$2,469,807.39</u>

CREDIT CARD ACTIVITY BY FUND (6/05-7/05/2021 posting date)

GENERAL FUND	\$ 18,820.79
SERVICE FUND	\$ 497.26
ORGANIZATIONAL FUND	\$ -
CREDIT CARD TOTAL	<u>\$ 19,318.05</u>

GORDON FOOD SERVICE ACTIVITY (SERVICE FUND)

TRANSACTION 6/24/2021	\$ 9,580.03
TRANSACTION 7/16/2021	\$ 2,642.42

DIRECT DRAW FROM BANK ACCOUNT

	<u>\$ 12,222.45</u>
PAYROLL (#26) 6/25/2021	\$ 788,210.30
PAYROLL (#1) 7/9/2021	\$ 708,543.77
STABILIZATION PAYMENT-7/06/2021	\$ 209,010.37
	<u>\$ 1,705,764.44</u>
GRAND TOTAL	<u>\$ 4,207,112.33</u>

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
103608	06/24/2021	1 Opn	AGNEW GRAPHICS SIGNS PROMO LL	OPER/KLAPKO/REMOVE SPONSOR SIGNS	130.00
103609	06/24/2021	1 Clr 07/13/2021	DAYSTARR COMMUNICATIONS	UTIL/PHONE BILL	1,165.16
103610	06/24/2021	1 Opn	GOLDBERG, DIANE	OPER/MILEAGE	31.36
103611	06/24/2021	1 Opn	H. K. ALLEN PAPER COMPANY	OPER/KLAPKO/SUPPLIES	77.00
103612	06/24/2021	1 Clr 07/13/2021	LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/JUNE SUPPLIES	999.56
103613	06/24/2021	1 Opn	MCLAREN RENT- ALL	OPER/KLAPKO/DEMO HAMMER RENTAL	56.31
103614	06/24/2021	1 Clr 07/13/2021	MICHIGAN COMPANY, INC.	OPER/KLAPKO/MAY SUPPLIES	354.83
103615	06/24/2021	1 Opn	NIDEFSKI, RICHIENE	EM/MILEAGE	5.60
103616	06/24/2021	1 Opn	OWOSSO HITCH & PLOW CENTER IN	OPER/KLAPKO/SUPPLIES	55.63
103617	06/24/2021	1 Opn	PELECH, TONIA	OPER/MAY 2021 MILEAGE	88.14
103618	06/24/2021	1 Opn	QUADIENT INC	EQUIP RENTAL 7/6-10/5/21	89.97
103619	06/24/2021	1 Opn	SCHOOL SPECIALTY LLC.	MS/GRAHAM/PENS & SCISSORS	245.29
103620	06/24/2021	1 Opn	SHERWIN-WILLIAMS COMPANY	OPER/KLAPKO/PAINT SUPPLIES	261.42
103621	06/24/2021	1 Opn	SHIAWASSEE RESD	EDUSTAFF BILL 5/30-6/12/21	191,209.85
103622	06/24/2021	1 Clr 07/13/2021	TASC-CLIENT INVOICES	7/1-7/31/21 ADMIN FEES	308.10
103623	06/24/2021	1 Clr 07/13/2021	TSA CONSULTING GROUP, INC.	MAY 2021 ADMIN FEE	141.62
103624	06/24/2021	1 Opn	VERIZON NORTH	ADM/JETPACKS FOR STUDENTS	9.26
103625	06/24/2021	1 Clr 07/13/2021	WAKELAND OIL	OPER/MAY 2021 GAS	1,190.11
103626	06/30/2021	1 Opn	AGNEW GRAPHICS SIGNS PROMO LL	OPER/KLAPKO/REPRINT SIGNS BALL FIELDS	491.00
103627	06/30/2021	1 Opn	AXA	UNDERPAYMENT - JEFFREY ROWLAND	50.00
103628	06/30/2021	1 Opn	C & S MOTORS INC.	TRANS/SECOR/BUS REPAIR	5,165.67
103629	06/30/2021	1 Opn	ESS MIDWEST INC	BB/ROWELL/STAFF PAYMENT	9,148.68
103630	06/30/2021	1 Opn	H. K. ALLEN PAPER COMPANY	OPER/KLAPKO/JUNE SUPPLIES	764.30
103631	06/30/2021	1 Opn	HEINEMANN	EM/SPENCER/LITERACY SYSTEM	3,161.00
103632	06/30/2021	1 Opn	JOSTENS	AE/PARSONS/DIPLOMA	14.95
103633	06/30/2021	1 Opn	MICHIGAN COMPANY, INC.	OPER/KLAPKO/JUNE SUPPLIES	59.74
103634	06/30/2021	1 Opn	MICHIGAN SUPPLY COMPANY	OPER/KLAPKO/PUMP	1,801.00
103635	06/30/2021	1 Opn	MOMAR, INCORPORATED	OPER/KLAPKO/BOILER AGREEMENT	353.00
103636	06/30/2021	1 Opn	PIONEER VALLEY BOOKS	ADM/BROOKS/INTERVENTION KIT	8,820.00
103637	06/30/2021	1 Opn	R & D SEPTIC TANK CLEANING	ATH/SMITH/PORTAJOHNS	350.00
103638	06/30/2021	1 Opn	SCHOOL SPECIALTY LLC.	BRY/VOORHIES/PAINT	18,727.96
103639	06/30/2021	1 Opn	SHERWIN-WILLIAMS COMPANY	OPER/KLAPKO/PAINT	145.35
103640	06/30/2021	1 Opn	SHIAWASSEE RESD	RESD BILLING 2020-21	271,990.12
103641	06/30/2021	1 Opn	STINSON, GUNNAR	TECH/ MAY 2021 MILEAGE	151.78
103642	06/30/2021	1 Opn	WATSON, JOE	TECH/ JUNE 2021 MILEAGE	145.33
103643	06/30/2021	1 Opn	MESSA	JULY 2021 BILL/TEACHERS	229,367.33
103644	06/30/2021	1 Opn	SET-SEG	JULY 2021 COBRA BILLING	92.21
Total of All Checks					747,218.63
Less Voids					0.00
Grand Total					747,218.63

Check Summary

Check Status	Count	Amount
Open	31	743,059.25
Cleared	6	4,159.38
Void	0	0.00
Total	37	747,218.63

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
103645 07/01/2021	1	Opn	BIG TEAMS LLC	ATH/SMITH/SCHEDULE PROGRAM	950.00
103646 07/01/2021	1	Opn	KINECT ENERGY INC.	ENERGY MGMT FEE JULY 21	315.00
103647 07/01/2021	1	Opn	MASB	ADM/TUTTLE MEMBERSHIP DUES	5,795.00
103648 07/01/2021	1	Opn	MASSP	MS/DWYER/MEMBERSHIP DUES	700.00
103649 07/01/2021	1	Opn	MESSA	JULY 2021 COBRA BILL	2,567.31
103650 07/01/2021	1	Opn	MESSA	JU 2021 BILL/OESPA STAFF	47,058.59
103651 07/01/2021	1	Opn	MESSA	JULY 2021 BILL/ADMIN STAF	22,001.70
103652 07/01/2021	1	Opn	MESSA	JULY 2021 BILL/NON-UNION	10,234.62
103653 07/01/2021	1	Opn	MICHIGAN COLLEGE ACCESS NETWO	HS/ADVISE MI PROGRAM	15,000.00
103654 07/01/2021	1	Opn	MICHIGAN STATE UNIVERSITY - FFA	HS/STREETER/AFF MEMBERSHIP DIES	718.00
103655 07/01/2021	1	Opn	SCHOOL INSITES	TECH/WATSON/HOSTING LICENSE	5,400.00
103656 07/01/2021	1	Opn	SET-SEG	JULY 2021 BILL/GF STAFF	5,128.34
103657 07/01/2021	1	Opn	SET-SEG	JULY 2021 BILL/ADMIN STAF	593.22
103658 07/01/2021	1	Opn	TASC-CLIENT INVOICES	ADMIN FEES 8/1-8/31/2021	308.10
103659 07/01/2021	1	Opn	UNUM LIFE INSURANCE	JULY 2021 BILL/ADMIN	1,081.52
103660 07/01/2021	1	Opn	UNUM LIFE INSURANCE	JULY 2021 BILL/GF STAFF	1,246.87
103661 07/08/2021	1	Opn	EPS SECURITY	OPER/ALARM SYST MONITORING	498.12
103662 07/08/2021	1	Opn	POSTMASTER	HS/DEINES/BULK MAILING	36.20
103663 07/08/2021	1	Opn	PROJECT LEAD THE WAY	MS/GATEWAY PARTICIPATION 21/22	7,300.00
103664 07/08/2021	50	Opn	AGNEW GRAPHICS SIGNS PROMO LL	COMM/THOMPSON/DECALS	2,000.00
103665 07/08/2021	50	Opn	ALTO, JOSHUA	JUNE 2021 MILEAGE	66.16
103666 07/08/2021	50	Opn	BASGALL, JAKE	JUNE 2021 MILEAGE	73.66
103667 07/08/2021	50	Opn	CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORMS	224.88
103668 07/08/2021	50	Opn	FEINAUER, GARRET	JUNE 2021 MILEAGE	46.39
103669 07/08/2021	50	Opn	HUTSON INC	OPER/KLAPKO/BELT	279.86
103670 07/08/2021	50	Opn	OREILLY AUTOMOTIVE INC	OPER/KLAPKO/SUPPLIES	60.70
103671 07/08/2021	50	Opn	SHERWIN-WILLIAMS COMPANY	OPER/KLAPKO/PAINT	151.55
103672 07/08/2021	50	Opn	STECHSCHULTE, ALEXA	ADM/MAY & JUNE 21 MILEAGE	22.54
103673 07/08/2021	50	Opn	THRUN LAW FIRM, P.C.	MAY/JUNE PROFESSIONAL SRVCS	1,139.50
103674 07/08/2021	50	Opn	UPS	TECH/WATSON/MAIL	30.76
103675 07/08/2021	50	Opn	VIC BOND SALES	OPER/KLAPKO/PLUMBING SUPPLIES	2,044.83
103676 07/15/2021	50	Opn	ALEXANDER, SHAWN	MS/ALEXANDER/SHELVES	52.05
103677 07/15/2021	50	Opn	ARGUS-PRESS CO.	COMM/PROPOSED BUDGET 21-22	517.00
103678 07/15/2021	50	Opn	CITY OF OWOSSO	LIASON OFFICIERS 3/12-6/17/21	35,616.35
103679 07/15/2021	50	Opn	CONSUMERS ENERGY	UTIL/GAS & ELEC/JUNE 2021	27,380.44
103680 07/15/2021	50	Opn	CSH ELECTRIC MOTOR & REPAIR	OPER/KLAPKO/REPAIR EXHAUST FAN	475.61
103681 07/15/2021	50	Opn	DALTON ELEVATOR	OPER/KLAPKO/WELDING SUPPLIES	40.00
103682 07/15/2021	50	Opn	DELL MARKETING, L.P.	ADM/WATSON/CRYSTAL DISPLAY	3,594.00
103683 07/15/2021	50	Opn	ESS MIDWEST INC	BB/ROWELL/STAFF PAYMENT	12,286.18
103684 07/15/2021	50	Opn	GILBERT'S DO IT BEST HARDWARE	OPER/KLAPKO/JUNE SUPPLIES	1,852.94
103685 07/15/2021	50	Opn	GOPHER SPORTS	MS/DWYER/SCOREBOOKS	422.49
103686 07/15/2021	50	Opn	H. K. ALLEN PAPER COMPANY	OPER/KLAPKO/MAY SUPPLIES	1,199.00
103687 07/15/2021	50	Opn	HURLEY OCCUPATIONAL HEALTH PR	DOT PHYS - RUBELMAN, HARTSELL, TOBEY, S	300.00
103688 07/15/2021	50	Opn	INDUSTRIAL SUPPLY OF OWOSSO IN	OPER/KLAPKO/V BELTS	56.84
103689 07/15/2021	50	Opn	KONICA MINOLTA BUSINESS SOLUTI	QRTL Y MAINT PMT 4/1-6/30/21	4,215.06
103690 07/15/2021	50	Opn	LOCKER ROOM & TROPHY PLACE	HS/PARSONS/WALL OF FAME	98.00
103691 07/15/2021	50	Opn	PIONEER VALLEY BOOKS	ADM/BROOKS/BOOKS	396.00
103692 07/15/2021	50	Opn	RESERVE ACCOUNT	HS/PARSONS/POSTAGE	500.00
103693 07/15/2021	50	Opn	STINSON, GUNNAR	TECH/JUNE 21 MILEAGE	123.91
103694 07/15/2021	50	Opn	TIRE FACTORY	OPER/KLAPKO/TIRE TUBE	25.00

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
103695 07/15/2021	50	Opn	VAN DYKEN MECHANICAL	OPER/KLAPKO/SRVC CALL AIRDALE	515.00
103696 07/16/2021	1	Opn	AGNEW GRAPHICS SIGNS PROMO LL	OPER/KLAPKO/WALL CLOCK	2,981.00
103697 07/16/2021	1	Opn	AMERICAN SPEEDY PRINTING CENTE	ADM/BROOKS/DIRECTORY MAPS	169.00
103698 07/16/2021	1	Opn	CINTAS CORPORATION # 308	OPER/KLAPKO/UNIFORMS	112.44
103699 07/16/2021	1	Opn	HARRIS ELECTRIC	OPER/KLAPKO/ELECTRICAL WORK	2,667.91
103700 07/16/2021	1	Opn	HORIZON BANK	JULY 21 STATE AID NOTE PMT	423,465.00
103701 07/16/2021	1	Opn	KONICA MINOLTA BUSINESS SOLUTI	LEASE PMT 6/21-7/20/2021	3,067.59
103702 07/16/2021	1	Opn	LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/SUPPLIES	2,347.56
103703 07/16/2021	1	Opn	MANTIS PEST MANAGEMENT SVC LL	PEST MGMT JULY 2021	392.00
103704 07/16/2021	1	Opn	ROTARY CLUB OF OWOSSO	ANDREA TUTTLE- JULY DUES	56.00
103705 07/16/2021	1	Opn	SET-SEG	PROPERTY CASUALTY 21-22	142,118.00
103706 07/16/2021	1	Opn	STATE OF MICHIGAN	OPER/KLAPKO/BOILER INSPECTION	180.00
103707 07/16/2021	1	Opn	THOMPSONS CRYSTAL CLEAN WATE	ADM/WATER	45.00
Total of All Checks					800,340.79
Less Voids					0.00
Grand Total					800,340.79

Check Summary

Check Status	Count	Amount
Open	63	800,340.79
Cleared	0	0.00
Void	0	0.00
Total	63	800,340.79



Check Register

Owosso Public Schools

Bank Account **SERVIC**, From 06/21/2021 to 06/30/2021

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
007907 06/24/2021	1	Clr 07/16/2021	D. POOLE	FS/MANNS/CLEANING SERVICES	3,465.00
007908 06/24/2021	1	Clr 07/16/2021	PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	8,006.41
007909 06/24/2021	1	Clr 07/16/2021	VAN EERDEN FOOD SERVICE COMPA	FS/MANNS/FOOD PURCHASE	2,412.58
007910 06/24/2021	1	Clr 07/16/2021	WAKELAND OIL	FS/MANNS/GAS	265.80
007911 06/30/2021	1	Opn	MANNING, JEANNETTE	FS/MILEAGE	11.20
007912 06/30/2021	1	Opn	PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	1,020.02
007913 06/30/2021	1	Opn	VAN EERDEN FOOD SERVICE COMPA	FS/MANNS/FOOD PURCHASE	6,030.83
007914 06/30/2021	1	Vod 07/01/2021	SET-SEG	JULY 2021 BILL/FS STAFF	171.39
Total of All Checks					21,383.23
Less Voids					171.39
Grand Total					21,211.84

Check Summary

Check Status	Count	Amount
Open	3	7,062.05
Cleared	4	14,149.79
Void	1	171.39
Total	8	21,383.23

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
007915 07/01/2021	1	Opn	MESSA	JULY 2021 BILL/FS STAFF	1,614.84
007916 07/01/2021	1	Opn	SET-SEG	JULY 2021 BILLING/FS STAFF	171.39
007917 07/01/2021	1	Opn	UNUM LIFE INSURANCE	JULY 2021 BILL/FS STAFF	50.28
007918 07/15/2021	50	Opn	ARGUS-PRESS CO.	FS/MANNS/SUMMER FOOD AD	400.00
007919 07/15/2021	50	Opn	PRAIRIE FARMS DAIRY	FS/MANNS/FOOD PURCHASE	1,067.68
007920 07/16/2021	1	Opn	VAN EERDEN FOOD SERVICE COMPA	FS/MANNS/FOOD PURCHASE	1,039.00
Total of All Checks					4,343.19
Less Voids					0.00
Grand Total					4,343.19

Check Summary

Check Status	Count	Amount
Open	6	4,343.19
Cleared	0	0.00
Void	0	0.00
Total	6	4,343.19

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
600960 06/30/2021	1	Opn	CLARK CONSTRUCTION	ROOF CO MGMT THRU 5/31/2021	2,678.64
600961 06/30/2021	1	Opn	ROYAL WEST ROOFING & SHEET MET	ROOF CO MGMT THRU 5/31/21 FINAL DRAW	155,943.65
600962 06/30/2021	1	Opn	SPICER GROUP INC.	SINKFUND SRVCS THRU 5/29/21	25,059.58
Total of All Checks					183,681.87
Less Voids					0.00
Grand Total					183,681.87

Check Summary

Check Status	Count	Amount
Open	3	183,681.87
Cleared	0	0.00
Void	0	0.00
Total	3	183,681.87

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
900572 06/30/2021	1	Opn	ARCHITECTURAL METALS INC.	CONSTRUC THRU 5/30/21	54,731.30
900573 06/30/2021	1	Opn	BLUEWATER TECHNOLOGIES GROUP	CONSTRUC THRU 5/30/2021	2,047.23
900574 06/30/2021	1	Opn	CLARK CONSTRUCTION	MAY 21 GEN CONDITIONS -SECONDARY	16,449.66
900575 06/30/2021	1	Opn	CLUTCH SOLUTIONS LLC	DIGITAL SIGNAGE DISPLAYS	1,938.00
900576 06/30/2021	1	Opn	DICKERSON MECHANICAL, INC.	CONSTRUC THRU 5/30/2021	102,632.31
900577 06/30/2021	1	Opn	GREAT LAKES FIRE PROTECTION, IN	CONSTRUC THRU 5/30/2021	111,111.82
900578 06/30/2021	1	Opn	LANSING TILE & MOSAIC, INC.	CONSTRUC THRU 5/30/2021	44,150.17
900579 06/30/2021	1	Opn	NBS	BOND/PAC FURNITURE	15,236.06
900580 06/30/2021	1	Opn	OWOSSO PUBLIC SCHOOLS	CHAIRS AND IPAD FOR PAC	1,480.97
900581 06/30/2021	1	Opn	R. C. HENDRICK & SONS., INC.	CONSTRUC THRU 5/30/2021	42,467.38
900582 06/30/2021	1	Opn	RAYHAVEN GROUP, INC.	CONSTRUC THRU 5/30/2021	32,256.00
900583 06/30/2021	1	Opn	SCHIFFER MASON CONTRACTORS IN	CONSTRUC THRU 5/30/2021	7,874.07
900584 06/30/2021	1	Opn	SHATTUCK SPECIALTY ADVERTISING	SIGNAGE - PAC	62.94
900585 06/30/2021	1	Opn	SONITROL	SECURITY SYSTEM - APP #2	71,059.50
900586 06/30/2021	1	Opn	SUPERIOR ELECTRIC OF LANSING IN	CONSTRUC THRU 5/30/2021	39,076.35
900587 06/30/2021	1	Opn	TRAVERSE CITY GLASS	CONSTRUC THRU 5/30/2021	29,297.70
900588 06/30/2021	1	Opn	WILLIAM C REICHENBACH COMPANY	CONSTRUC THRU 5/30/2021	121,139.61
Total of All Checks					693,011.07
Less Voids					0.00
Grand Total					693,011.07

Check Summary

Check Status	Count	Amount
Open	17	693,011.07
Cleared	0	0.00
Void	0	0.00
Total	17	693,011.07



Check Register

Owosso Public Schools

Bank Account CPF_01, From 06/21/2021 to 06/30/2021

Check # / Date	Run	Status	Vendor	Invoice Description	Amount
000426 06/30/2021	1	Opn	SUPERIOR ELECTRIC OF LANSING IN	CONSTRUC THRU 5/30/21	20,000.00
Total of All Checks					20,000.00
Less Voids					0.00
Grand Total					20,000.00

Check Summary

Check Status	Count	Amount
Open	1	20,000.00
Cleared	0	0.00
Void	0	0.00
Total	1	20,000.00

ACCOUNT SUMMARY

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

* Indicates required field

SEARCH CRITERIA

[Advanced Search >](#)

Reporting Cycle:

Date Range:

From:* 06/05/2021

To:* 07/05/2021

Date Type:

Posting Date

Data available starting 07/20/2018

Search

SEARCH RESULTS

<u>Account Name</u>	<u>Account Number^</u>	<u>Transaction Amount</u>
MIKE GRAHAM	[REDACTED]	150.70
FRED LAB	[REDACTED]	12.70
BRIGHT BEGINNINGS OFFICE	[REDACTED]	839.30
OWOSSO SCHOOLS	[REDACTED]	497.20
OWOSSO PUBLIC SCHOOLS	[REDACTED]	0.00
DAN CLARK	[REDACTED]	263.30
BEN COBB	[REDACTED]	235.10
OWOSSO HIGH SCHOOL	[REDACTED]	19.90
JOHN QUICK	[REDACTED]	323.70
OPERATIONS DEPT	[REDACTED]	1,172.20
DISTRICT TRAVEL	[REDACTED]	275.10
CENTRAL OFFICE	[REDACTED]	15,528.40

19318.05

Financials

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
June 30, 2021
Report 21-02

Statement of Deposits and Investments
As of 6/30/2021
Unaudited

	<u>General Fund</u>	<u>School Service</u>	<u>Building & Site</u>	<u>Capital Projects Bond Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
Summary of Deposits and Investments						
Cash on hand	\$ 555,877	\$ 3,198	\$ 372,233	\$ 959	\$ 179,315	\$ 1,111,582
Investments	6,465,272		\$ 4,665,758	2,419,708	1,126,921	\$ 14,677,659
Total Deposits and Investments	<u>\$ 7,021,150</u>	<u>\$ 3,198</u>	<u>\$ 5,037,991</u>	<u>\$ 2,420,667</u>	<u>\$ 1,306,236</u>	<u>\$ 15,789,241</u>
 Detail of Deposits and Investments						
Cash on hand	\$ 555,877	\$ 3,198	\$ 372,233	\$ 959	\$ 179,315	\$ 1,111,582
Petty Cash on hand	-		-	-	-	
Total Cash on hand	<u>\$ 555,877</u>	<u>\$ 3,198</u>	<u>\$ 372,233</u>	<u>\$ 959</u>	<u>\$ 179,315</u>	<u>\$ 931,308</u>
Chemical Bank Savings Account	\$ 5,662	\$ -	\$ 86			\$ 5,748
Mich Class Investment	6,459,610	-	4,665,671	2,419,708	1,126,921	\$ 14,671,910
Total Investments	<u>\$ 6,465,272</u>	<u>\$ -</u>	<u>\$ 4,665,758</u>	<u>\$ 2,419,708</u>	<u>\$ 1,126,921</u>	<u>\$ 14,677,659</u>
Total Deposits and Investments	<u>\$ 7,021,150</u>	<u>\$ 3,198</u>	<u>\$ 5,037,991</u>	<u>\$ 2,420,667</u>	<u>\$ 1,306,236</u>	<u>\$ 15,789,241</u>

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
 June 30, 2021
 Report 21-02

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Project Funds
 As of 6/30/2021
 Unaudited (all revenue and expense accruals not entered)

	General Fund			School Service Fund			Capital Projects Fund- Sinking Fund and Cook Family Foundation					
	FINAL BUDGET REVISION	YTD Actual	Over (Under) Budget	% Rec'd/Used	FINAL BUDGET REVISION	YTD Actual	Over (Under) Budget	% Rec'd/Used	FINAL BUDGET REVISION	YTD Actual	Over (Under) Budget	% Rec'd/Used
REVENUE												
Local sources	3,647,261	3,623,487	(23,774)	99%	5,876	3,673	(2,003)	65%	1,192,341	1,194,397	2,056	100%
State sources	26,461,628	21,621,246	(4,840,382)	82%	84,788	72,707	(12,081)	86%	37,794	37,794	-	100%
Federal sources	3,286,202	2,727,908	(558,294)	83%	1,289,688	1,235,439	(54,249)	96%	-	-	-	-
Interdistrict sources-RESID	741,296	685,279	(56,017)	92%	-	-	-	-	-	-	-	-
Interdistrict sources-transfers in and other sources	10,015	10,015	-	100%	-	356	-	-	-	-	-	-
Total revenue and other sources	\$ 34,146,402	\$ 28,667,935	\$ (5,478,467)	84%	\$ 1,380,152	\$ 1,312,175	\$ (66,333)	95%	\$ 1,230,135	\$ 1,232,191	\$ 2,056	100%
EXPENDITURES												
INSTRUCTION												
BASIC PROGRAMS:												
ELEMENTARY	7,416,539	7,166,626	(247,913)	97%								
MIDDLE SCHOOL	3,636,287	3,443,343	(92,944)	97%								
HIGH SCHOOL	3,519,278	3,564,104	44,826	101%								
ALTERNATIVE EDUCATION	512,964	505,714	(7,250)	99%								
PRESCHOOL	152,206	138,210	(13,996)	91%								
PRESCHOOL (MICHIGAN READINESS) GRANT	188,298	189,853	1,555	101%								
TOTAL BASIC PROGRAMS	\$ 15,325,572	\$ 15,009,850	\$ (315,722)	98%								
ADDED NEEDS:												
SPECIAL EDUCATION	3,238,789	3,157,006	(81,783)	97%								
CHILDCARE PROGRAM	182,383	155,206	(27,177)	85%								
TITLE I GRANT	775,764	677,503	(98,261)	87%								
ESSER GRANTS (STABIL COVID SUPPLIES, FORMULI)	1,857,123	1,733,319	(123,804)	93%								
GEERS FUND, CHILDCARE GRANTS	291,686	259,536	(32,150)	92%								
VOCATIONAL EDUCATION	651,297	622,420	(28,877)	96%								
AT RISK GRANT	1,343,389	1,110,748	(232,641)	83%								
ROBOTICS, ADAPTIVE TECH GRANTS	20,979	3,621	(17,358)	17%								
ESSER SUMMER GRANTS	179,455	12,140	(167,315)	7%								
EARLY LITERACY GRANT/LITERACY COACH GRANT	8,530,865	93,572	(8,437,293)	1%								
TOTAL ADDED NEEDS	\$ 8,530,865	\$ 7,825,071	\$ (705,794)	92%								
CONTINUING EDUCATION:												
ADULT EDUCATION	172,066	113,694	(58,372)	66%								
COMMUNITY EDUCATION	132,687	129,733	(2,954)	98%								
TOTAL CONTINUING EDUCATION	\$ 304,653	\$ 243,427	\$ (61,226)	80%								
TOTAL INSTRUCTION	\$ 24,161,090	\$ 23,078,348	\$ (1,082,742)	96%								
SUPPORTING SERVICES:												
PUPIL SERVICES:												
GUIDANCE SERVICES	334,356	326,338	(8,018)	98%								
TOTAL PUPIL SERVICES	\$ 334,356	\$ 326,338	\$ (8,018)	98%								
INSTRUCTIONAL STAFF:												
TITLE II, PART A/RURAL EDUCATION GRANT/TITLE IV	398,009	158,497	(179,512)	47%								
IMPROVEMENT OF INSTRUCTION	316,462	302,660	(12,802)	96%								
MEDIA SERVICES	165,400	150,917	(14,483)	91%								
TOTAL INSTRUCTIONAL STAFF	\$ 879,871	\$ 612,074	\$ (266,797)	75%								
GENERAL ADMINISTRATION:												
BOARD OF EDUCATION	106,444	85,074	(21,370)	80%								
EXECUTIVE ADMINISTRATION	392,683	379,410	(13,173)	97%								
HUMAN RESOURCES	227,668	220,017	(7,651)	97%								
TOTAL GENERAL ADMINISTRATION	\$ 726,695	\$ 684,501	\$ (42,194)	94%								

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
 June 30, 2021
 Report 21-02

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Project Funds
 As of 6/30/2021
 Unaudited (all revenue and expense accruals not entered)

	General Fund			School Service Fund			Capital Projects Fund-Sinking Fund and Cook Family Foundation					
	FINAL BUDGET REVISION	YTD Actual	Over (Under) Budget	% Rec'd/Used	FINAL BUDGET REVISION	YTD Actual	Over (Under) Budget	% Rec'd/Used	FINAL BUDGET REVISION	YTD Actual	Over (Under) Budget	% Rec'd/Used
SCHOOL ADMINISTRATION:												
SCHOOL ADMINISTRATION	\$ 2,608,876	\$ 2,542,201	\$ (66,675)	97%								
TOTAL SCHOOL ADMINISTRATION	\$ 2,608,876	\$ 2,542,201	\$ (66,675)	97%								
BUSINESS SERVICES:												
FISCAL SERVICES	\$ 373,374	\$ 361,776	\$ (11,598)	97%								
TECHNOLOGY MANAGEMENT	384,121	358,159	(25,962)	93%								
TOTAL BUSINESS SERVICES	\$ 757,495	\$ 719,935	\$ (37,560)	95%								
OPERATIONS AND MAINTENANCE:												
OPERATIONS AND MAINTENANCE	\$ 3,301,056	\$ 3,006,286	\$ (294,770)	91%								
TOTAL OPERATIONS AND MAINTENANCE	\$ 3,301,056	\$ 3,006,286	\$ (294,770)	91%								
PUPIL TRANSPORTATION SERVICES:												
PUPIL TRANSPORTATION SERVICES	\$ 935,926	\$ 801,568	\$ (134,358)	86%								
TOTAL PUPIL TRANSPORTATION	\$ 935,926	\$ 801,568	\$ (134,358)	86%								
OTHER SERVICES:												
COMMUNICATION SERVICES	55,717	32,251	(23,466)	58%								
ATHLETICS	486,632	451,428	(35,204)	93%								
PRINTING AND OTHER SUPPORT SERVICES	46,865	40,323	(6,542)	86%								
TOTAL OTHER SERVICES	\$ 589,214	\$ 524,002	\$ (65,212)	89%								
TOTAL SUPPORTING SERVICES	\$ 10,072,289	\$ 9,216,905	\$ (855,384)	92%								
OUTGOING TRANSFERS/FUND MODIFICATIONS:												
OTHER	45,000	8,428	(36,572)	19%								
TOTAL OUTGOING TRANSFERS/FUND MODIFICATIONS	\$ 45,000	\$ 8,428	\$ (36,572)	19%								
FOOD SERVICE EXPENDITURES												
CAPITAL PROJECT EXPENDITURES	\$ 34,278,379	\$ 32,303,681	\$ (1,974,698)	94%	\$ 1,357,479	\$ 1,335,053	\$ (22,426)	98%	\$ 2,648,039	\$ 2,676,918	\$ 28,879	101%
TOTAL EXPENDITURES	\$ 34,278,379	\$ 32,303,681	\$ (1,974,698)	94%	\$ 1,357,479	\$ 1,335,053	\$ (22,426)	98%	\$ 2,648,039	\$ 2,676,918	\$ 28,879	101%
REVENUE OVER or (UNDER) EXPENDITURES												
	\$ (131,977)	\$ (3,635,746)	\$ (3,603,769)		\$ 22,673	\$ (22,876)	\$ (45,907)		\$ (1,417,904)	\$ (1,444,727)	\$ (26,823)	
AUDITED FUND BALANCE, JULY 1, 2020	4,655,108	4,655,108	-		20,556	20,556	-		6,481,052	6,481,052	-	
PROJECTED FUND BALANCES - June 30, 2021	4,523,131	4,523,131	-		43,229	43,229	-		5,063,148	5,063,148	-	

Obsolete Materials

FOR ACTION

Subject:

Declaration of Obsolete Material – Powermatic Planer and woodshop workbenches.

Recommendation

Resolve that the Board of Education authorize the Owosso Public School’s Career and Technical Education department to dispose of an un-operational Powermatic Planer and workbenches that can no longer meet the woodworking needs of students.

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 information regarding the Powermatic Planer and workbenches is as follows:

- Un-operational Powermatic Planer 3 Phase
- Workbenches (6X)– large wooden tops, 12 lockers

If authorized by the Board, the district will pursue scrapping or putting the planer and workbenches up for sale utilizing a method that is suitable and brings the highest dollar. Proceeds from the sales of the workbenches will be returned to Career and Technical Education Added Cost fund.

Motion

Seconded

Vote – Ayes

Nays

Motion

Personnel New Hire – Teachers

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
July 26, 2021

Report 21-04

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
Jennifer Maier	Owosso High School Special Education	Superintendent Dr. Tuttle	BA Step 1 Salary \$41,252
Carrie Warning	Owosso High School CTE Engineering Teacher	Superintendent Dr. Tuttle	MA Step 9 Salary \$63,998
Katelyn Horgan	Owosso High School English Teacher	Superintendent Dr. Tuttle	BA Step 1 Salary \$41,252
Heidi Nohel	Central Elementary Third Grade Teacher	Superintendent Dr. Tuttle	BA Step 5 Salary \$48,747
Irene Bump	Emerson Elementary Fifth Grade Teacher	Superintendent Dr. Tuttle	BA Step 5 Salary \$48,747

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

For Future Action

Juul Litigation

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
July 26, 2021

Report 21-05

FOR FUTURE ACTION

Subject:

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

Recommendation

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

Facts/Statistics:

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

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

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

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

Motion

Seconded

Vote – Ayes

Nays

Motion

May 27, 2021

Re: Juul Litigation

Dear Retainer Client:

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

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

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

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

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

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

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

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

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

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

Thrun Law Firm, P.C.

**Owosso Public Schools
BOARD OF EDUCATION RESOLUTION**

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

The meeting was called to order by Rick Mowen, President

Present:

Absent:

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

WHEREAS:

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

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

Board Secretary

Date: _____, 2021

ATTORNEY-CLIENT FEE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. DISCHARGE AND WITHDRAWAL.

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

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

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

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

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

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

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

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

Dated: _____

Frantz Law Group, APLC

Print Name: _____

Dated: _____, 2021 Signature: _____

Print Name: _____

Client: _____

Its: _____

OMS Obsolete Materials

Board of Education Meeting

July 26, 2021

Report 21-06

FOR FUTURE ACTION

Subject:

Declaration of Obsolete Material – OMS Excess material

Recommendation

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

Facts/Statistics:

Pursuant to Board Policy #7300, “the Board shall direct the periodic review of all District property and authorize the disposition by sale, donation, trade, or discard of any property not required for school purposes”.

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

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

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

Motion

Seconded

Vote – Ayes

Nays

Motion

Tax Levy

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
July 26, 2021
Report 21-07

FOR FUTURE ACTION

Subject:

Tax Levy

Recommendation:

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

Statement of Purpose/Issue:

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

Facts/Statistics:

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

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

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

Motion

Seconded

Vote – Ayes

Nays

Motion

For Information

Personnel Update

OWOSSO PUBLIC SCHOOLS
Board of Education
July 26, 2021
Report 21-08

FOR INFORMATION

Subject:

Personnel Update

Accepted Positions

Brooke Barber has accepted the position of Administrative Assistant to the Superintendent.

Resignations

Jerrica Vanderkarr, Special Education Teacher at Owosso High School has submitted her letter of resignation.

Nick Krueger, CTE Engineering Teacher at Owosso High School has submitted his letter of resignation.

Makala Brown, English Teacher at Owosso High School has submitted her letter of resignation.

Rebecca Spencer, Special Education Teacher at Emerson Elementary has submitted her letter of resignation.



OWOSSO PUBLIC SCHOOLS

Ready for the World

NOTICE OF OWOSSO BOARD OF EDUCATION MEETING

The Board of Education of Owosso Public Schools, Shiawassee County, Michigan, will be holding a regularly scheduled Board Meeting. The meeting will be held on Monday, July 26, 2021 at 5:30 p.m. at the Washington Campus Gym, 645 Alger St.

Date of Meeting:	Monday, July 26, 2021
Hour of Meeting:	5:30 p.m.
Place of Meeting:	Washington Campus Gym 645 Alger Street Owosso, MI 48867
Purpose of Meetings:	Regular Meeting
Telephone Number of Principal Office of Board of Education:	(989) 723-8131
Board Minutes are Located at the Principal Office of the Board of Education:	645 Alger Street Owosso, Michigan 48867

Dr. Andrea Tuttle, Superintendent
OWOSSO PUBLIC SCHOOLS