



OWOSSO PUBLIC SCHOOLS
Ready for the World

Board of Education Agenda

May 22, 2024

5:30 pm

STUDENT HEARING TO IMMEDIATELY FOLLOW

Washington Campus Gymnasium

645 Alger St

Owosso, Michigan 48867

1. Call to Order

2. Pledge of Allegiance

3. Building Reports

Recognize of Retirees

Student Representative Report – Paige Davis/Kate Lee

4. Board Correspondence:

Superintendent/Curriculum Director’s Report

5. Public Participation

6. For Action

▪ **Consent Agenda:**

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May 8, 2024 Committee Meeting Minutes-----	Report 23-171	Page 15
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▪ Shiawassee RESD (SRES) General Fund Budget 24-25-----	Report 23-174	Page 36
▪ New Policy 1540, Administrative Staff Reductions/Recalls, 2nd Reading-----	Report 23-175	Page 43
▪ Revised policy 1240, Evaluation of Superintendent, 2nd Reading-----	Report 23-176	Page 46
▪ Revised policy 2370.01, On-line/Blended Learning Program, 2nd Reading-----	Report 23-177	Page 51
▪ Revised policy 2414, Reproductive Health and Family Planning, 2nd Reading-----	Report 23-178	Page 57
▪ Revised policy 2418, Sex Education, 2nd Reading-----	Report 23-179	Page 61
▪ Revised policy 6320, Purchasing, 2nd Reading-----	Report 23-180	Page 65
▪ Revised policy 6321, New School Construction, Renovation, 2nd Reading-----	Report 23-181	Page 70
▪ Revised policy 6325, Procurement – Federal Grants/Funds, 2nd Reading-----	Report 23-182	Page 74
▪ New policy 6350, Prevailing Wage, 2nd Reading-----	Report 23-183	Page 83
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▪ Revised policy 8800, Religious/Patriotic Ceremonies and Observances, 2nd Reading-----	Report 23-189	Page 120
▪ Revised policy 1100.01, Organizational Chart, 2nd Reading-----	Report 23-190	Page 124
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7. For Future Action

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▪ OHS Trojan Marching Band out-of-state travel to Florida-----	Report 23-200	Page 192
▪ Out-of-State Staff Professional Development Travel to Wisconsin– SME PMI training & certification	Report 23-201	Page 201
▪ Out-of-State Staff Professional Development Travel to MN – SME Additive Manufacturing Training-	Report 23-202	Page 203
▪ Konica Minolta Copier Contract Renewal-----	Report 23-203	Page 205

8. For Information

9. Public Participation

10. Board Comments: Board Member Comments/ Updates

11. Upcoming Board Meeting Dates:
June 10: Board of Education Special Committee Meeting, 5:30PM, Washington Campus Gymnasium
June 26: Board of Education Regular Meeting 5:30PM, Washington Campus Gymnasium
Important Upcoming Dates:
May 24: Half Day for All Students & Teacher Work Day
May 27: No School Memorial Day
May 30: Lincoln Graduation, 6PM, PAC
June 5: 5th Grade Graduation, PAC
June 6: Bryant Kindergarten Graduation
June 6: Half-day for all students, last 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




Marlene Webster
Vice President



Olga Quick
Treasurer



Ty Krauss
Secretary



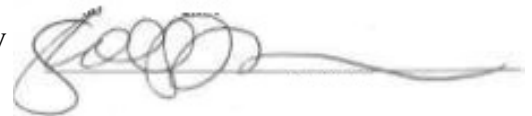
Adam Easlick
Trustee



Nicholas Henne
Trustee



Shelly Ochodnický
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

April 24, 2024 Board of Education Regular Meeting Minutes

OWOSSO PUBLIC SCHOOLS
Board of Education
Regular Board Meeting Minutes
April 24, 2024
Report 23-169

Present: Easlick, Krauss, Mowen, Ochodnický, Quick, Webster, Henne, Easlick

Absent:

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

Pledge of Allegiance

Building Reports

Superintendent Brooks introduced Owosso High School Principal, Dr. Dallas Lintner to recognize the highest honors graduating students. Owosso High School recognizes students with a 4.0 GPA or above. This year we invite 14 top honor graduates to be recognized. Brooke Hickson will be attending Baker College to study Accounting, Birdie Tkaczyk will be attending Lansing Community College to study Dental Hygiene, Peyton Dwyer will be attending Michigan State University to study Finance, Wyatt Shetter will be attending the University of Michigan to study Aerospace Engineering, Madelyn Miller will be attending Michigan State University to study Nursing, Allyson LaMay will be attending Ferris State University to study digital media or legal studies, Skotti Ball-Duley will be attending Indiana Tech to study Pharmacy, Zoie Brandt will be attending Rochester University to study Business Management, Hayleigh Fejedelem will be attending Lansing Community College to study Speech Pathology, Rajvinder Kaur will be attending the University of Michigan to study Economics or Pre-Law, Elijah Morgan will be attending the University of Michigan to study Physics, Madison Salander will be attending Grand Valley Sate University to study Computer Science, Quinn Skarich will be attending the University of Michigan to study Biology and Camden Yerrick will be attending Michigan State University to study Chemical Engineering.

Lincoln Alternative High School Principal, Mrs. Carrie Rugenstein recognized the top five (5) graduates of Lincoln. Blaze Smith is currently working at Sonoco, Ella Hanson is currently looking for employment, Phoenix Nees is working at Barrister Brewing Company and is undecided on college, Rodney Rowell is studying Welding through Baker College and Khloe Dumond will be attending LCC to study Business.

Mr. Brooks asked the parents, grandparents and those here to support the top graduates to stand so they too may be recognized.

Dr. Dallas Lintner shared with the Board that the Career and Technical education program has exploded with enrollment and participation producing highly skilled young people to enter the work force in skilled trades. We are honored to offer these opportunities to the students. Dr.

Lintner introduced Mrs. Carrie Warning, CTE Advisor, Engineer Teacher and Testing Coordinator to recognize SkillsUSA students earning State and National Officer appointments. Mrs. Warning shared SkillsUSA is comprised of engineering, woods, culinary arts, construction trades and this group has gone above and beyond pushing themselves far beyond. Kloe Hayes, explained SkillsUSA is a student organization that prepares and teaches students how to work and function in the work place. Miss Hayes ran for a second term and was elected State President. Ashton White competed in the manufacturing contest and ran for a second term for state officer and was elected Treasurer. Paige Davis ran for her first term and was elected Secretary, Wyatt Boggs has earned a third term as a Regional Representative and will be campaigning for a National Officer position. Nicholas McCurdy competed in the job skill demonstration (electrical/adruino skill demo) earning first place as State Champion and is moving on to nationals. Mrs. Warning shared we are one of the first chapters to have multiple state officers and we have four this year and three are on the board.

Parents of the SkillsUSA were asked to stand to be recognized.

Student Representative Kate Lee reported this is her last board meeting and Paige Davis has been selected for next year's student representative. The Blue and Gold Banquet was April 17th honoring top graduates and the Starfish Awards was on the same day. Honors Convocation is May 14th and graduation, May 16th. Prom will be May 11th at the Stonehouse Farm.

Venture Inc. Presentation

Superintendent Brooks reported the district entered into agreement with Venture, Inc. in 2022 and we were recently notified the grant was accepted and asked Mr. Brad Michaud from Venture, Inc. to provide a presentation on next steps. Brad and Mickie welcome.

Mr. Michaud expressed his gratitude to the Board for their support. Tax credits were awarded from MSHDA for redevelopment of the old Owosso Middle School into 53 one-bedroom apartments and 23,000 square feet of commercial use of the building. The next step is to meet with our general contractor and architect to ensure the historic nature of the building is maintained. It is anticipated it will be 2025 before work will begin. We have been working with Owosso Public Schools, the City of Owosso and other organizations.

No questions.

Superintendent Brooks introduced Mr. Lance Little to Mr. Michaud as a contact to provide historical aspects of the old Owosso Middle School.

Superintendent Brooks asked on the timeline for Venture to take over the property. Mr. Michaud responded it is yet to be determined.

Vision to keep historic aspects of building.

There is a time capsule that was buried when it was built and has never been retrieved. The premier architect in the US in the 1920s.

Timeline venture taking over property? Brad - It is yet to be determined We are still working a month and half out. We have heard from them and in a position to apply for that. We are going to be working as quickly as we can.

Board Correspondence

Superintendent Brooks reported on happenings in the district. At Owosso High School, Greg Klapko took about 50 students to a Detroit Tigers baseball game this week. As part of the real-world experience for his Sports Entertainment and Management, he arranged a panel discussion before the game with several members of the Tigers' management team to learn more about the management of a professional sports team. There was a front page article in the Argus on this experience. Wednesday of this week, 46 students that will be graduating with High Honors and 14 students with Highest Honors were recognized at the 24th Annual Blue and Gold Celebration. The 14 students with a 4.0+ GPA presented the most influential person in their lives with the prestigious Starfish Award. Another fantastic evening celebrating the best of the best. The senior class met with OHS administration on Monday of this week to officially kick off commencement season with the release of details for the final six weeks of their tenure at OHS.

Owosso Middle School very excited about 60 students attending D.C. this week. They have arrived safely and are having a great time. Four OMS students are laying a Wreath on the Tomb of the Unknown Soldier. Mr. Tolrud announced his retirement and performed his final concert last night to a packed house at the PAC. The OMS 5th grade parent meeting will be on April 30th in the PAC starting at 6:30 p.m. Mr. Collins visits all the students in their classroom to ease the transition anxiety

The Lincoln KORT leadership group raised \$1,100 for Alice's Playground with our April Showers for Alice. Six Lincoln students competed at the Michigan College and Career Competition at Delta College receiving the following awards; 1st place finished in 3-D Art, Photography, Genius Kit (Sculpture), Life Smarts, and Community Service.

Central School held its 5th grade exhibition last Thursday night. They featured work on Skin Cancer Awareness, Homeless Animal Support, and caring for the Shiawassee River. We were so proud of their work in our community. We are so grateful for the field trips! We have 4th graders getting ready to go to Detroit, 3rd graders going to Mackinac, and lots of other local excursions. The eclipse was a big deal! I was so appreciative of our entire staff for embracing the learning opportunity. April is Autism Awareness Month! Buildings create awareness district wide. Sarah Bahm, Stacey Willyerd, and Olivia Satkowiak do an incredible job managing this. We are in the thick of the testing season. Our 3rd-5th graders are working through the MSTEP and we will be starting the NWEA soon.

All 4th-5th graders visited the PAC to enjoy a concert with our symphony band. Band Director, Mrs. Jillian Kowalczyk highlighted all the instruments as she encouraged 4th graders to think about what they would like to play in 5th grade and got the 5th graders to think about playing together at our "All City Band Concert" in May. The symphony band was amazing all the time, and then took the time to mingle with the students and answer their questions.

Emerson has been celebrating Autism Acceptance month and focusing on creating an inclusive environment where EVERYONE feels like they belong. Our staff participated in professional development at our school improvement meeting, our 5th grade peer to peer students led a spirit week, and students have been listening to read aloud and discussing how our differences make us who we are.

The Bryant Family Fun Night is scheduled for Friday, April 26th. There is a 2nd/5th grade bowling night PE unit on May 7th. The 5th grad is attending Hartley this week. All 5th grade students had the opportunity to attend this excellent trip.

Several Bentley Bright Beginnings staff members attended an the MiAEYC Early Childhood Conference in Grand Rapids. The Bentley Cheer Parent Show Case was tonight. It is the second after school program at Bentley and parents are already asking if we are going to do it again next year. There are a lot of caterpillars at Bentley Bright Beginnings, all eight Preschool classrooms received caterpillars this week and the classes are discussing the butterfly life cycle and getting hands-on experience with the caterpillars.

Operations is doing a great job with our team as our grounds have never looked better. We receive a lot of compliments of those attending various spring sports on how the grounds are maintained.

Our Food Service is averaging 1300 breakfasts every day and 2000 lunches and 1500 snacks daily. This provides our students with much needed nourishment. Planning is underway for the summer Meet Up/Eat Up program.

There are a lot of spring sports underway. The Senior Athletic Awards is on May 13th at 7:00 pm in the PAC.

A new bus was delivered last week. Cameras were installed and it is ready and out on the road. Thank you to all our bus drivers for all the extra work with spring sports and field trips.

Books at Bryant, which occur each Wednesday from 6-7pm will begin June 12. There has been an average of 150 students attending. This is open to children, ages birth to 8th grade to receive a book and a free Culvers ice cream.

Public Participation

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

The following participants addressed the board:

Tom Manke

For Action

- Moved by Webster, supported by Easlick to approve March 20, 2024 Regular Meeting Minutes, April 1, 2024 Special Meeting Minutes, April 10, 2024 Committee Meeting Minutes, Current Bills and Financials as presented. Secretary Krauss conducted a roll call vote; Easlick, Quick, Krauss, Henne, Ochodnický, Webster and Mowen voted aye, no nay votes. Motion carried unanimously.
- Moved by Easlick, supported by Ochodnický to adopt the Budget Revision #1 resolutions for the 2023-24 appropriations for the General and School Service as presented. Motion carried unanimously. Dr. Cathy Dwyer presented to the Board the Budget Amendment Revision #1. Dr. Dwyer commented this is the same presentation as presented to the Board at the Committee of the Whole on April 10th and she reviewed some of the high points of the presentation. Superintendent Brooks and President Mowen expressed their gratitude to Dr. Dwyer for all of her hard work and stepping up to monitor things during the absence of a CFO.
- Moved by Ochodnický, supported by Henne to approve the out-of-state travel for Owosso High BPA students, teacher and parent chaperones on a trip to Chicago, May 10-14, 2024. Motion carried unanimously. Superintendent Brooks informed the board the trip is funded with CTE added cost and fundraising expressing a special thanks to Mrs. Warning, CTE Advisor.
- Moved by Ochodnický, supported by Quick to approve the out-of-state travel for Owosso High School Skills USA students, teacher and parent chaperones on a trip to Atlanta, GA, June 23-29, 2024. Motion passed unanimously. Superintendent Brooks informed the board this trip is also funded with CTE added cost and fundraising.
- Moved by Henne, supported by Ochodnický to approve the purchase of Career Connections Project Book 2 and 60 Math for the Trades workbooks. ISBN: 978-1-63776-704 and accompanying workbook and Instructor online curriculum suite offered by the Carpenters International Training Fund. Motion passed unanimously. Trustee Henne commented the numbers are off a little bit in the board report, but still recommending approval. Superintendent Brooks stated a clerical error as the columns are off in the table and he will provide the correct information to the Board with the columns aligned with the total purchase price of \$1,838.20. The corrected board report is included with the minutes.
- Moved by Henne, supported by Easlick to approve the purchase of 30 Exploring Woodworking textbooks by Zimmerman, McWard, and Blazek ISBN: 978-1-63776-704 and accompanying workbook and online curriculum access from G-W Publishers. Motion carried unanimously.
- Moved by Quick, supported by Webster to approve the hiring of Administrator, Mr. Timothy Dame, Chief Financial Officer. Motion carried unanimously. Treasurer Quick commented she was part of the interview team and was very impressed with Mr. Dame.

For Action – Policies – 1st Reading

- New Policy 1540 – Administrative Staff Reductions/Recalls: This policy has been added to address administrative reductions/recalls.

- Revised Policy 1240 – Evaluation of Superintendent: There are minor changes to this policy, as the Michigan Department of Education has changed the evaluation criteria for all staff, including the Superintendent., with changes in student percentages and student growth. There is also a mid-year progress report that is required for the Superintendent. Training for the Board of Education on the evaluation tool is also required. Senate Bill 395 and 396 were recently signed into law by Governor Whitmer. These bills change the evaluation system effective July 1, 2024. The revised policy incorporates those changes as they apply to evaluating the superintendent.
- Revised Policy 2370.01 – On-line/Blended Learning Program: This policy has been revised to reflect current online and blended learning rules and requirements which allows a district an opportunity to apply and obtain not more than fifteen (15) days to switch to online learning in certain circumstances. This must be applied for at the beginning of the school year. The district does not anticipate doing this.
- Revised Policy 2414 – Reproductive Health and Family Planning: This policy has been updated to replace former language with what is currently in the law. Provisions have been modified to track more closely with the parental notice language that is still in effect in M.C.L. 380.1507. This give parents an opportunity to review the materials in the instruction in advance and of the parents’ right to have their child excused from the instruction. Trustee Ochodnický requested a copy of the curriculum for this class, Reproductive Health and Family Planning. Superintendent Brooks will provide the requested information. Treasurer Quick explained Mr. Wright of NEOLA this was more of matching the language of the law, not changing the policy. Vice-President Webster commented this policy is not about the content of the curriculum but the notification to parents. The board is not voting on new curriculum. Superintendent Brooks commented the curriculum has not changed in many years.
- Revised Policy 2418 – Sex Education: This policy was updated to add language for what is written in the law, MCL 380.1507b to ensure all curriculum requirements are noted. Trustee Ochodnický requested a copy of this curriculum. Superintendent Brooks will provide the requested information.
- Revised Policy 6320 – Purchasing: This policy addressed contracting and purchasing giving the Board the option of a preference of Michigan -based business as the primary contractor which use one or more Michigan-based business as subcontractors. This option is recommended. An option for purchases, anything in excess of the dollar amount permitted by State statute, currently at \$26,046, must come before the board for approval. This option is recommended. There is a technical correction being made to include a cross reference to Policy 6350 – Prevailing Wage.
- Revised Policy 6321 – New School Construction, Renovation: A couple of recommended options to use Michigan based companies and also a technical correction to include a cross reference to Policy 6350 Prevailing Wage.
- Revised Policy 6325 – Procurement Federal Grants/Funds: There are some technical corrections (page 84) as to frequency, allowing vendors to apply for consideration to be placed on the list continuously. There was some language that NEOLA recommended not to use due to complexity. This language has been crossed off.

- New Policy 6350 – Prevailing Wage: This is a new policy to restore Michigan’s Prevailing Wage Act that took effect in March 2024. The option of Prevailing Wage Coordinator or Superintendent, the recommended option is Superintendent to oversee the District’s obligations.
- Revised Policy 7217 – Weapons: This policy has been revised to include references to two court cases that were conflicting. There was also a definition update.
- Revised Policy 7540.03 – Student Technology Acceptable Use and Safety: This policy has been revised to include optional language addressing artificial intelligence. This option is recommended. A cross reference to Policy 5500-Student Conduct has been added.
- Revised Policy 8321 – Criminal Justice Information Security (Non-Criminal Justice Agency): The Michigan State Police conducted an audit of criminal history record information (CHRI) and recommended the district update the Criminal Justice Information Security policy to reflect current state and federal regulations. This policy has the guidelines for all CHRI that is completed and collected to ensure it is kept secure. The policy also requires training for anyone that has access to these documents.
- Revised Policy 8390 – Animals on District Property: Technical correction to correct grammatical errors were made to the policy. This policy has a recommended option for Therapy Dogs which specifies the requirements for allowing certified Therapy Dogs on district property. The optional language for emotional support animals for students is not recommended, as they could be anything and there are not specific requirements. There is an option for service animals for students and the board does not assume any liability.
- Revised Policy 8531 – Free and Reduced-Price Meals: This policy has been revised to address the free meal money allocation statutory police that states the district must, to be eligible for the funding, take all efforts to maximize and implement policies that require parents or guardians to fill out relevant family information. This option has been selected requiring parents and guardians to fill out relevant information. This is something the district currently does. All of our students are free and reduced.
- Revised Policy 8800 – This policy is revised to reflect the recent U.S. Supreme Court ruling. It includes an option; the District may offer students and staff a Moment of Silence to commemorate a significant event. A moment of silence does not have anything to do with religious activity.
- Revised Policy 1100.01 Organizational Chart: This policy has been updated to reflect current staffing. The eliminated positions are maintained in the chart as a point of historical reference.
- Moved by Quick, supported by Webster to adopt all of the above policies; new policy 1540, revised policy 1240, revised policy 2370.01, revised policy 2414, revised policy 2418, revised policy 6320, revised policy 6321, revised policy 6325 new policy 6350, revised policy 7217, revised policy 7540.03, revised policy 8321, revised policy 8390, revised policy 8531, revised policy 8800 and revised policy 1100.10 as first reading and move to action, second reading at the May 22nd Board meeting. Motion passed unanimously.

For Future Action

- The Board will be asked to renew the Midwest 2024-2025 Contract. This is an annual update for the continued use of ESS Midwest formerly PCMI/Willsub) to provide contract services for the Athletic department for non-employee coaches, Bentley Bright Beginnings non-certified/non-Administrative staff and for special circumstances in which specialized non-union staff are needed. There is no fee structure change. Superintendent Brooks recommend to move to action. Moved by Quick, supported by Easlick to move to action. Motion carried unanimously.

For Information

Superintendent Brooks read the following personnel update:

Accepted Positions

Rodica Ivancu has accepted the Bus Driver position.

Tara Morin has accepted the Aide position at Owosso Middle School

Stephanie Goetzinger has accepted the Administrative Assistant to the Superintendent position.

Resignations

Madison Eldridge, Food Service Worker resigned effective April 1, 2024.

Hannah Kinnard-Steffen, GSRP Associate Teacher resigned effective March 21, 2024.

John Bradford, Custodian resigned effective April 12, 2024.

Danielle Combs, Custodian resigned effective April 26, 2024.

Public Participation

Tom Manke

Board Comments

Trustee Henne congratulated all of the highest honors and top graduates on their accomplishments, and to the SkillsUSA officers in the CTE program. He is always interested in seeing what new things are being offered. We are always looking for skilled trades, citing a shortage of 600,000 skilled trades workers. Congratulations to the Administrative team and Mr. Hendrickson and the facility groups. Trustee finished his comments in welcoming Mr. Time Dame, Chief Financial Officer.

Trustee Ochodnicky shared with the Board that on Friday a parent had sent her a link on President Biden changing Title IX Rules, commenting she does not support this and has a lot of concerns. Trustee Ochodnicky expressed her gratitude to Mr. Perrin, as he has been assisting at the Middle School while Dr. Dwyer is at Central Office. She had the opportunity to speak with a student is in the welding program at Baker. Trustee Ochodnicky finished her comments in welcoming Chief Financial Officer Mr. Timothy Dame and is excited to have him join the team.

Vice-President Webster applauded the Administrators and the work done to prepare students for college, skilled trades and the workforce. It was great to hear from the students and all of their accomplishments. Owosso has always had a commitment to a very large CTE program. Thank you to all who have prepared our students. I appreciate that we do the first reading of our policies. The Board reviewed all of the policies at the Committee of the Whole meeting with Mr. Wayne Wright from NEOLA and then first reading today and again at the next board meeting for a second reading. Vice-President Webster is looking forward to commencement season.

Trustee Easlick expressed his gratitude to Board of Education Student Representative Kate Lee. Congratulations to all the students at Owosso High School, Lincoln Alternative High School and the SkillsUSA, very impressive. Trustee Easlick attended the band concert and they did an amazing job, congratulations to Mr. Tolrud

Treasurer Quick commented, this is the best time of the year to celebrate the top honor graduates at Owosso High School, Lincoln Alternative High School and the SkillsUSA team representing our district. She applauded Agri Science teacher, Beth Clark as she had 43 students competing, she is doing incredible things. Kuddos to the group and everyone coming together. They have persevered and we have collectively come together as a group. Welcome aboard Mr. Dame. Grateful for

Secretary Krauss agreed with everything said. This is his favorite time of year and graduation is right around the corner. What a great night to celebrates the accomplishments of students.

Upcoming Board Meeting Dates

May 8: Board of Education Committee of the Whole, 5:30PM, Washington Campus Gymnasium

May 22: Board of Education Regular Meeting 5:30 PM, Washington Campus Gymnasium

Important Upcoming Dates

May 3 & 4: Cabaret, 7:00PM, PAC

May 5: OHS Art Show, 11:00-1:00, PAC

May 5: Cabaret, 2:00PM PAC

May 6: Bryant 4th Grade Concert, 7:00PM, PAC

May 7: Emerson 4th grade Recorder/Art Show, 7:00PM, PAC

May 8: Central 4th Grade Art Show/Recorder Concert, 7:00 PM, PAC

May 9: Bryant and Central 5th Grade Band Concert, 7:00 PM, PAC

May 11: OHS Prom, 7:00 PM, Bancroft

May 13: OHS Athletic Awards, 7:30 PM, PAC

May 14: OHS Honors Convocation, 7:00PM, PAC

May 16: OHS Graduation, 7:00PM Willman Field, May 17th rain date

May 21: OMS Choir Concert, 7:00PM, PAC

Moved by Quick, supported by Webster to move into closed session at 7:06 pm. for contract negotiations, Secretary Krauss conducted a roll call vote; Henne, Easlick, Ochodnicky, Quick, Krauss, Webster and Mowen voted aye. Motion carried unanimously.

Moved by Quick, supported by Ochodnicky to move back into open session at 7:40 pm. for the purpose to adjourn. Motion carried unanimously.

Adjournment

Moved by Quick, supported by Ochodnicky to adjourn at 7:41 p.m. Motion carried unanimously.

Minutes recorded by Bev White

Respectfully submitted,

Ty Krauss, Secretary

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
April 24, 2024
CORRECTED Report 23-148

FOR ACTION

Subject:

Purchase of new curriculum and workbooks for the CTE Construction Trades classroom.

Recommendation:

Resolve that the Board of Education approve the purchase of 30 Career Connections Project Book 2 and 60 Math for the Trades workbooks. ISBN: 978-1-63776-704-and accompanying workbook, and Instructor online curriculum suite offered by The Carpenters International Training Fund.

Rationale:

The CTE Construction Trades program is in need of a up to date curriculum and workbooks that help lead to state mandated industry credentials. Our program already uses 3 of the workbooks: Project Book 1, One Trade / Many Careers and Project Book 3, of which we are purchasing updated classroom sets. The proposed textbook was reviewed and recommended by Michigan Construction Teachers Association and the current course instructor.

- Each workbook leads to a Career Connections Completion Certification
- Project Book 1 and One Trade/Many Careers leads to Career Connects Soft Skill Certification
- Project Book 2 and 3 leads to required State of Michigan Industry Credential: United Brotherhood of Carpenters Pre-Apprenticeship Certification

Statement of Purpose:

The purpose is to give our CTE Construction Trades instructor and students resources for learning and curriculum development that can be used throughout the 4 year program that leads to state mandated industry credentials. . We recommend purchasing the following items for from Career Connections:

New books to purchase:

- Project Book 2 – ISBN 978-0-692-20772-7 - 30 copies
- M Math for the Trades -ISBN 978-0-692-22136-5– 60 copies
- LMS Instructor Suite (1 year)

Cost Breakdown:

Qty	Description	Unit price	Total price
30	Project Book 2	\$16.24	\$487.20
60	Math for the Trades	\$19.15	\$1149.00
2	LMS for Instructor (1 year)	\$101.00	\$ 202.00
Total Purchase Price		est.	\$1,838.20

Funding:

If we are able to purchase before May 1, 2024 – we will be able to use this year’s 61a Added Cost funds.

Motion

Seconded

Vote – Ayes

Nays

Motion

May 8, 2024 Board of Education Committee Meeting Minutes

OWOSSO PUBLIC SCHOOLS
Board of Education Minutes
Committee of the Whole Meeting
May 8, 2024
Report 23-171

Present: Adam Easlick, Nick Henne (left at 6:36 pm), Ty Krauss, Rick Mowen, Shelly Ochodnicky, Olga Quick
Absent: Marlene Webster

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

Pledge of Allegiance

Public Participation

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

The following participants addressed the Board:
None

Superintendent Brooks introduced and welcomed Tim Dame, CFO to the meeting.

AP Biology & Psychology Textbooks

Superintendent Brooks recommended to the Board updating two textbooks for the AP Biology and Psychology classes for approximately \$6,500 for the digital cost and some hard copies of each. Both books are 2014 editions and it is required to update them every ten years. Mr. Dorman the AP Biology teacher reviewed three different AP Biology textbooks and chose the updated version of the book that he's currently using. The total cost for these is approximately \$3500 per estimate provided by SAVVAS. Mrs. Gillett the AP Psychology teacher also chose the updated version of the textbook she's currently using with an approximate cost of \$3,000 per estimate provided by bedford, freeman & worth. Superintendent Brooks recommended these be paid for out of our new adoption budget, stating we only used a short fraction of our overall budget this year approximately \$26,000 of the \$90,000 budget.

2024 Door Replacement

Superintendent Brooks informed the Board about the 2024 Door Replacement and wanted to reference that this is coming from the safety and security grant, not the sinking fund, and has budgeted approximately \$300,000 for this work. This would replace all internal doors at the Washington and Lincoln Campuses, exterior doors at Bryant Elementary School in the Kindergarten and 1st-grade wings, and the Gym doors. We received two bids, one from Perrin Construction, and the other from R.C. Hedrick, both were very comparable. Spicer is recommending Perrin as our construction manager because we've had good luck, and no issues with them in the past, and they were also the lower bid of the two. Superintendent Brooks is hopeful a good chunk of this will be finished by the time school starts.

SME Grant

Superintendent Brooks informed the Board about the SME Grant. This is a national initiative, and 11 districts in Michigan were awarded funds totaling about \$ 6 million, with our district receiving around \$360,000. The grant is focused on enhancing CTE programs, particularly in engineering. The district has already acquired high-tech measurement and industry tools worth \$40,000. Additionally, they are planning to introduce Mechatronics, involving robotic arms for students to program and interact with in a hands-on manner, simulating real-world scenarios. The grant also offers community resources and support from SME to help enhance the district's CTE initiatives. A group is set to return to the district and the end of May as part of the grant-funded project. They plan to tour various facilities to gather information. Carrie Warning, CTE department head is certified to teach Mechatronics. This grant will also cover specific training for her over the summer, which will require out-of-state travel to Wisconsin and Minnesota. Superintendent Brooks talked about the need to reconfigure the engineering room, which includes a computer lab at the back with desktop computers which will be removed and replaced with laptops. The precise measurement tool is a comprehensive toolbox utilized in construction trades and woodworking to teach students the importance of accurate measurement skills. This high-tech toolbox enables precise measurements and emphasizes the principle of "measure twice, cut once" to ensure accuracy and efficiency in projects. Superintendent Brooks is enthusiastic about implementing the precise measurement tool into our program. Out of 11 districts in the state and the only one in Shiawassee County only a few have a similar tool.

CTE Barn Update

Superintendent Brooks provided updates to the Board on plans to construct a barn on the property where the existing chicken coop and orchard are located. Conceptual drawings are being developed by Spicer representatives to incorporate the barn into the design, and possibly a bus garage and maintenance facility further down the road. The property will be surveyed to determine the placement of structures, accounting for water and runoff so there are no issues down the road. Trustee Ochodnicky raised concerns about the deteriorating maintenance facility

neat Bryant, which may require attention in the future. Superintendent Brooks stated a very minimal amount will be taken out of the general fund for this, it is all grant and CTE money with the exception of the cost to do the survey and dig a well, which will be approximately \$5,000. CTE is still securing grants but a good chunk is figured out. Construction trade students will help build in phases to save on costs, they have approximately \$70,00 in hand and are estimating approximately \$250,000 for everything. CTE has extra funds that can only be used for CTE equipment, funds, and buildings. Cargill donated \$20,000 and they are committed again to donating next year.

2024-2025 Contract Renewals

Superintendent Brooks informed the Board about our upcoming three contract renewals:

1. **Baker College Pathways-** This is the annual one we partner with Baker College Pathways Contract, there are no changes.
2. **MI Works-** There are two contracts, one for union members and one for non-union members. This contract is for anyone who qualifies for on-the-job training. They receive specific resources from transportation, and clothing, to all kinds of different options for the new employee to prepare for them for their new job. They also pay for the first six weeks of onboarding and training for those that qualify.
3. **Liaison Officers-** There will be a slight increase anticipated at 3.3% with this one as the city is negotiating their contracts. We have four liaison officers total, two retired officers, and two actives on the road.

Fiber to Ballfields

Superintendent Brooks was excited to announce to the Board that Owosso Public Schools is working with 2 former students who work for DayStarr Communications. They came out to measure and provide us with a quote to run fiber to the baseball fields, softball fields, and track and then run it as a post to the tennis and soccer fields for future use. While they are running it to the track, we also were going to have them run it out towards Middleton and go underneath the trail so when the barn is done we can put Wi-Fi and cameras out there, to keep an eye on livestock and provide security. They put in a bid for about \$8000 total to do all that, which is quite a bargain for that many linear feet. Sports Boosters will pay approximately \$6000, and CTE will cover the rest to run the fiber out to the barn. There is no cost coming out of general fund dollars, Spicer was informed and is very pleased. DayStarr Communications is basically doing it at cost. Spicer will help with the markings and give them a layout of all the lines. This will also allow for security cameras at both ballfields, and we be able to livestream our games which is a big thing for parents.

Job Fair 2024

Superintendent Brooks informed the Board about the upcoming Job Fair scheduled for June 11th from 4-6 p.m. The job fair will feature on-site interviews for all departments. In the past, we hired maintenance staff and teachers directly from the job fair. The draft will be refined before advertised. Promotion will include lawn signs, around town at VG's, Hungry Howie's, and some of the main crossroads in town. Jessica Thompson will advertise on social media and in local newspapers. Trustee Ochodnický mentioned that Jessica Thompson did a fantastic job on the flyer, and everyone agreed. Superintendent Brooks talked about how 2019 was the first job fair and he thought we would only get 5 people but we had people lined out the front door, all the way down the sidewalk, and into the parking lot he was estimating approximately 150 people showed up.

Personal Update

Superintendent Brooks informed the Board about several new hires. Two Special Ed, and one ELA teacher for Owosso High School. There is an offer letter out to the fourth-grade teacher at Bryant Elementary School. We narrowed the Owosso Middle School Band Director position down from 75-70 applicants to 20. We received some very high-quality candidates all the way from Michigan to Colorado. From those 20 applicants, we asked them to create a video and then narrowed it down to 11 applicants. We then brought all 11 applicants in for interviews which consisted of an eight-person team that went from 3 p.m. to 8 p.m. Superintendent Brooks and the Board thanked Treasurer Quick for participating in those. From those interviews, we narrowed it down to three and it was unanimous. We asked them to come in and teach a lesson to our 7th-grade band students. One is coming in on Friday, the other on Monday, and the third candidate unfortunately backed out due to moving and commute issues. Treasurer Quick talked about how huge it was for the band program that we have only had ten directors since the program started back in the early 1900s and talked about how hard it will be losing Mr. Tolrud as he's been an incredible individual for our community. Superintendent Brooks also talked about the Curriculum Director and Assistant Superintendent interviews being held. Four of the six candidates have been selected for interviews, with three internal and one external candidate. Two other external candidates had charter school experience but were not considered due to concerns about longevity. Interviews are scheduled for May 9th at 1 p.m. Superintendent Brooks also stated we have had several new hires and also had several retirees who have all been invited to the May Regular Meeting to receive their recognition.

Paychecks and Paystubs

Superintendent Brooks informed the Board that the business office has identified that certain tasks, such as printing pay stubs for employees and issuing physical paychecks to some individuals is consuming a tremendous amount of time. We have roughly 20 employees who still receive paper paychecks. To streamline this process, they have decided to require all employees to use direct deposit starting July 1st. For those without a bank account, we have partnered with

Huntington Bank to provide a debit card option for receiving payments, or the employee can open an account. Dr. Dwyer stated that employees can still receive a paper check it will just be delayed a few days.

Shiawassee RESD (SRES) General Fund Budget 24-25

Superintendent Brooks informed the Board that President Mowen attended the meeting on May 6th and thanked him for doing so on behalf of the Board. Treasurer Quick questioned President Mowen about any changes. President Mowen stated they have maintained a positive fund balance, unlike many other districts that have faced budget deficits in the past. Their CTE Program in Vernon has been very successful, exceeding expectations and attracting a high number of students. The district also offers online classes through the University of Michigan-Flint. While there has been a slight decrease of about 100 students from the previous year for the whole county, the overall enrollment numbers remain stable. Additionally, the district's home values and equity have been steadily increasing, which is a positive indicator for the community.

2024-2025 Board Meeting Dates

Superintendent Brooks wanted to discuss with the Board committee meeting dates for the rest of the summer. He recommended adding a committee meeting date for June and August as there are several things to take care of, one being our budget and secondly an upcoming requirement that all Board members have to be trained by the MASB for Superintendent Evaluations. Superintendent Brooks proposed a date of August 14th to have the Board workshop in hopes that all Board members could be trained together. Superintendent Brooks stated it was roughly a 3-hour training session and anyone who would be evaluating has to have the training done. We are just waiting to hear back from the MASB about available dates and times. Trustee Ochodnicki questioned if there were other options than the MASB. Superintendent Brooks said yes there are other companies and the prices range as to what that costs. Treasurer Quick referenced an email that the Board received from Jay Bennett from the MASB reflecting the legislative changes made regarding Superintendent evaluations and brought up discussing with MASB midyear evaluations. Superintendent Brooks stated most districts do one in December and didn't know how that would look with him being hired in August. Thought of possibly doing a formal evaluation in December, then starting the midyear six months from then, which would be June, and then do again in December. Superintendent Brooks asked for recommendations for a date in June for a committee meeting as we have our budget coming up and new CFO Tim Dame getting started. Trustee Ochodnicki stated it was important because we are in negotiations and things have changed this year. Superintendent Brooks proposed the date of June 10th and time of 5:30 p.m. to keep it consistent. The Board agreed to June 10th with the exception of Vice President Webster as she was not in attendance. Superintendent Brooks presented to the Board the upcoming Board meeting dates. He stated he followed the same exact pattern as last year so he did not schedule a committee of the whole in December, June, July, or August. Trustee Ochodnicki likes the idea of having committee meetings every month except December and July and would like to have them back and then take them out if we don't have anything.

Superintendent Brooks recommended adding committee meetings for June 11, 2025, and August 13, 2025, and also reminded the Board about June 10, 2024, and August 14, 2024, for the Board workshop and training.

Other

Superintendent Brooks informed the Board that this week is Staff Appreciation Week and the district provided all of our employees Monday a link to an online store for them to shop for Owosso items of their choice totaling up to \$10. Wednesday Mancino's delivered assorted sandwiches, pizzas, salads, and beverages to every building in the district. Friday tasty afternoon snacks will be delivered to the main office of each school. Superintendent Brooks informed the Board about bringing the handbook revisions to the next regular Board Meeting. He has asked all principals to provide any changes that have been made from the current handbook and also a copy of the original handbook for the Board to be able to look over well in advance. Treasurer Quick highly recommended addressing the attendance policy stating that truancy is one of the biggest issues nationwide. Superintendent Brooks talked about a county committee that was put together to take a look at the attendance policies. Trustee Ochodnický expressed concern that there doesn't seem to be any repercussions on the parents. Treasurer Quick referenced in the past using the courts for truancy meetings and that they are bringing that policy back for elementary-aged students. Trustee Henne was curious as to what those ramifications were from the court. Treasurer Olga responded that one of the things she does is send an officer to go get the student. She also talked about the Youth Center and the schedule there. She stated the parents can also be charged with Truancy in District Court but this hasn't happened as much since Covid. Superintendent Brooks informed the Board there is a six-step process for attendance, starting off with letters, meetings, and follow-ups. He also thanked the courts for working with the schools because this is such a big issue. Superintendent Brooks also informed the Board that Kate our student representative will attend the May 22nd meeting and will be passing the torch on to the new student representative Paige Davis.

Public Participation

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

The following participants addressed the Board:

None

Meeting Updates:

May 22: Board of Education, Regular Meeting, 5:30 PM, Washington Campus Gymnasium

June 26: Board of Education, Regular Meeting, 5:30 PM, Washington Campus Gymnasium

Important Upcoming Dates:

May 9: Bryant and Central 5th Grade Band Concert, 7:00 PM, PAC

May 11: OHS Prom, 7:00 PM (Stonehouse, Bancroft)

May 13: OHS Athletic Awards, 7:30 PM, PAC

May 14: OHS Honors Convocation, 7:00 PM, PAC

May 16: OHS Graduation, 7:00 PM, Willman Field, May 17th rain date

May 21: OMS Choir Concert, 7:00 PM PAC

Moved by Ochodnický supported by Easlick to adjourn at 6:30 p.m. Motion was carried unanimously.

Minutes recorded by Stephanie Goetzinger

Respectfully submitted,

Ty Krauss, Secretary

Current Bills

OWOSSO PUBLIC SCHOOLS
EXPENDITURE REPORT
04/13/2024-05/10/2024
REPORT 23-172

CHECK RUN ACTIVITY BY FUND

GENERAL FUND	\$778,246.40
SERVICE FUND	\$102,545.62
SINKING FUND	\$9,363.00
BOND FUND	\$0.00
CAPITAL PROJECTS	\$0.00
CHECK RUN TOTAL	<u>\$890,155.02</u>

DRAW FROM ACCOUNT

GORDON FOOD SERVICE PAYMENT (4/12/2024)	\$ 22,126.40
GORDON FOOD SERVICE PAYMENT (5/03/2024)	\$ 49,340.61
GORDON FOOD SERVICE PAYMENT (5/10/2024)	\$ 11,561.38
CONSUMERS ENERGY PAYMENT (4/15/2024)	\$ 53,376.97
CONSUMERS ENERGY PAYMENT (5/10/2024)	\$ 50,613.74
	<u>\$ 187,019.10</u>

CREDIT CARD ACTIVITY BY FUND (3/5-4/4/24)

GENERAL FUND	\$ 32,728.81
SERVICE FUND	\$ 2,853.22
ORGANIZATIONAL FUND	\$ 7,695.35
CREDIT CARD TOTAL	<u>\$ 43,277.38</u>

PAYROLL AND STABILIZATION DRAWS

PAYROLL (#22) 4/26/2024	\$ 940,747.71
PAYROLL (#23) 05/10/2024	\$ 938,950.62
	<u>\$ 1,879,698.33</u>

GRAND TOTAL

\$ 3,000,149.83

H:\Financial Reports\Monthly\23-24\May 24 BOARD REPORTS.xlsx\Board Bills Monthly

Check #	Date	Run	Type	Status	Vendor	Name	Invoice Description	Amount
108770	04/18/2024		1	Check Cleared	05/01/2024 007659	A PARTS WAREHOUSE LLC	TRANS/SECOR/CAMERA FOR #12	1,650.00
108771	04/18/2024		1	Check Cleared	05/01/2024 000252	ADN ADMINISTRATORS INC	ADMIN/DWYER/ADN MAR 24	118.50
108772	04/18/2024		1	Check Cleared	05/01/2024 000275	APPLE COMPUTER, INC.	PARSONS/IMAC FOR DALLAS	1,659.00
108773	04/18/2024		1	Check Cleared	05/01/2024 002211	BIRCH RUN HIGH SCHOOL	OHSATH/SMITH/V BASEBALL ENTRY ..	200.00
108774	04/18/2024		1	Check Cleared	05/01/2024 006588	DAYSTARR COMMUNICATIO..	UTL/PHONE BILL	404.19
108775	04/18/2024		1	Check Cleared	05/01/2024 008658	EPS SECURITY	OPER/HENDRICKSON/ALARM MONIT..	587.10
108776	04/18/2024		1	Check Cleared	05/01/2024 009063	ESS MIDWEST INC	OHS/YOHO/WRESTLING COACHES	4,321.41
108777	04/18/2024		1	Check Open		GOLDBERG, DIANE	OPER/HENDRICKSON/MILEAGE	37.52
108778	04/18/2024		1	Check Cleared	05/01/2024 002109	HARRIS ELECTRIC	TRANS/DWYER/LIGHT POLE DAMAGE	275.79
108779	04/18/2024		1	Check Cleared	05/01/2024 100069	HEINEMANN	Take Home Bags	309.75
108780	04/18/2024		1	Check Cleared	05/01/2024 007955	HENDRICKSON, MICHAEL	OPER/HENDRICKSON/MILEAGE	138.69
108781	04/18/2024		1	Check Cleared	05/01/2024 008634	HILLARD, ZEPHIE	CE/WHITE/TITLE IV CONF REIMB	103.86
108782	04/18/2024		1	Check Cleared	05/01/2024 000637	HOWELL NATURE CENTER	AE/RUGENSTEIN/10% DEPOSIT FIEL..	154.00
108783	04/18/2024		1	Check Voided	04/19/2024 008715	HUNTINGTON NATIONAL BA..	ADMIN/BOND PMT	1,975,150.00
108784	04/18/2024		1	Check Cleared	05/01/2024 000069	HUTSON INC	OPER/HENDRICKSON/ZERO TURN B..	87.42
108785	04/18/2024		1	Check Cleared	05/01/2024 004730	J. W. PEPPER & SON INC.	OHS/KOWALCZYK/BAND SUPPLIES	621.98
108786	04/18/2024		1	Check Cleared	05/01/2024 100333	KLOG INC	OHS/KLAPKO/TABLES	5,681.48
108787	04/18/2024		1	Check Open		KAT CONWAY/FACTS ED. SO..	ADMIN/ST PAUL PD SERVICES	1,108.19
108788	04/18/2024		1	Check Cleared	05/01/2024 000638	LAFONTAINE FORD OF FLUS..	TRANS/SECOR/FIX BUS #8	4,614.79
108789	04/18/2024		1	Check Cleared	05/01/2024 102408	LANSING SANITARY SUPPLY ..	OPER/HENDRICKSON/CUSTODIAL S..	295.44
108790	04/18/2024		1	Check Open		MANCINO'S PIZZA & GRINDE..	ADMIN/THOMPSON/STAFF APPRECI..	4,041.85
108791	04/18/2024		1	Check Cleared	05/01/2024 003600	MARSHALL MUSIC COMPANY..	OHS/KOWALCZYK/BAND SUPPLIES	629.67
108792	04/18/2024		1	Check Cleared	05/01/2024 000668	MCCLUNG, JESSICA	OHS/MCCLUNG/ELA SUPPLIES	365.02
108793	04/18/2024		1	Check Cleared	05/01/2024 001867	MCINTYRE, MELISSA	BY/SERAGENT/MATH SUPPLIES TITL I	35.80
108794	04/18/2024		1	Check Cleared	05/01/2024 007158	MOMAR, INCORPORATED	OPER/KLAPKO/SERVICE AGREEMENT	405.00
108795	04/18/2024		1	Check Open		OWOSSO BAND BOOSTERS	OHS/KOWALCZYK/B&O & S&E REG	370.00
108796	04/18/2024		1	Check Cleared	05/01/2024 100030	OWOSSO PUBLIC SCHOOLS	OHS/PARSONS/BLUE AND GOLD FL..	479.00
108797	04/18/2024		1	Check Open		PERRY PUBLIC SCHOOLS	OHS/SMITH/GOLF ENTRY FEE	200.00
108798	04/18/2024		1	Check Cleared	05/01/2024 007853	PIONEER VALLEY BOOKS	Books for Emerson	487.85
108799	04/18/2024		1	Check Cleared	05/01/2024 000106	POMPS TIRE SERVICE	TRANS/SECOR/TIRES	1,145.78
108800	04/18/2024		1	Check Cleared	05/01/2024 100135	QUILL CORPORATION	OHS/CHAIRS FOR BREAKROOM	1,101.14
108801	04/18/2024		1	Check Open		RIVERBEND BOWLING ALLEY	OHS/SMITH/BOWLING LANE FEES	1,200.00
108802	04/18/2024		1	Check Cleared	05/01/2024 007587	SCHOOL FIX	Chair Glides	66.85
108803	04/18/2024		1	Check Cleared	05/01/2024 005420	SCHOOL SPECIALTY LLC.	Sticky notes and drawing paper	1,019.63
108804	04/18/2024		1	Check Cleared	05/01/2024 100017	SEG WORKERS COMPENSAT..	23-2024 Q3 - WORKERS COMP	9,516.00
108805	04/18/2024		1	Check Open		SEIBEL, KATHALEEN	EM/AUE/MUSIC/ART FOAM BOARDS	42.50
108806	04/18/2024		1	Check Cleared	05/01/2024 005600	SHERWIN-WILLIAMS COMPA..	OPER/HENDRICKSON/PAINT	98.28

Check #	Date	Run	Type	Status	Vendor	Name	Invoice Description	Amount
108807	04/18/2024		1	Check Cleared	05/08/2024	001704	SUNBURST GARDENS INC. OPER/HENDRICKSON/SPRING CLEA..	375.00
108808	04/18/2024		1	Check Cleared	05/01/2024	000235	TECHNICAL BUILDING AUTO. OPER/HENDRICKSON/BAD VALVE R..	228.03
108809	04/18/2024		1	Check Cleared	05/01/2024	008974	VIC BOND SALES OPER/HENDRICKSON/PLUMBING SU..	9.10
108810	04/18/2024		1	Check Open		000163	WARNING, CARRIE OHS/WARNING/SKILLS FOOD	27.51
108811	04/18/2024		1	Check Cleared	05/01/2024	006695	WEST MUSIC COMPANY Tubing for Xylophone	44.95
108812	04/18/2024		1	Check Cleared	05/01/2024	006845	WINN'S CORPORATE OFFICE OPER/HENDRICKSON/ELECTRICAL ..	107.28
108813	04/18/2024		1	Check Open		008003	YOHO, CARRIE HR/YOHO/MILEAGE REIMBURSEMEN..	55.61
108814	04/25/2024		1	Check Open		000240	AMERICAN SPEEDY PRINTIN.. OHS/PARSONS/B&G PROGRAMS	322.00
108815	04/25/2024		1	Check Cleared	05/01/2024	003064	BIRD, CHRIS OHS/SMITH/COAH'S DUES	60.00
108816	04/25/2024		1	Check Open		006202	BSN SPORTS LLC OHS/SMITH/FOOTBALL UNIFORMS	14,667.90
108817	04/25/2024		1	Check Voided	05/02/2024	008808	CAREER CONNECTIONS OHS/BOOKS FOR CARRIE	2,164.99
108818	04/25/2024		1	Check Open		000810	CAROLINA BIOLOGICAL SUP.. Fetal Pigs for Biology	566.24
108819	04/25/2024		1	Check Open		008208	CHESANING SCHOOLS OHS/SMITH/ENTRY FEE TRACK 4/19	250.00
108820	04/25/2024		1	Check Open		000316	COOL SCHOOL STUDIOS SUP/BRY/WALDORF	291.07
108821	04/25/2024		1	Check Open		100920	CORUNNA HIGH SCHOOL OHS/SMITH/ENTRY FEE TRACK 5/3	200.00
108822	04/25/2024		1	Check Open		100197	DESIGNS BY BEAN AEMEYER/STAFF APPRECIATION	509.75
108823	04/25/2024		1	Check Open		007334	DIGITAL AGE TECHNOLOGIE.. TECH/WATSON/PA SYSTEM	104,714.76
108824	04/25/2024		1	Check Cleared	05/01/2024	000611	DUSO, ERICA BR/MILEAGE REIMBURSEMENT	26.13
108825	04/25/2024		1	Check Open		004013	IMAGELINE PRODUCTIONS AER/UGENSTEIN/ALUMINUM SIGN F..	400.00
108826	04/25/2024		1	Check Open		009037	KS STATEBANK TRANS/DWYER/BUS LEASE	26,455.00
108827	04/25/2024		1	Check Open		102403	LANSING LUGNUTS OMS/WALWORTH/LUGNUTS TICKETS	3,650.00
108828	04/25/2024		1	Check Cleared	05/01/2024	001841	LINTNER, DALLAS OHS/MILEAGE REIMBURSEMENT	30.02
108829	04/25/2024		1	Check Open		000282	MAIER, JENNIFER OHS/PERKINS/REIMBURSE SUPPLY ..	50.73
108830	04/25/2024		1	Check Cleared	05/01/2024	008539	MCGRAW, JUSTIN OHS/MILEAGE REIMBURSEMENT	388.60
108831	04/25/2024		1	Check Open		003780	MESSA MAY 2024 BILL/TEACHERS	249,616.10
108832	04/25/2024		1	Check Open		003780	MESSA MAY 2024 BILL/ADMIN STAFF	30,376.47
108833	04/25/2024		1	Check Open		003780	MESSA MAY 2024 BILL/NON-UNION	59,969.53
108834	04/25/2024		1	Check Open		000516	MICHIGAN HOSPITALITY FOU.. OHS/POYNER/C750 COMPETITION	40.00
108835	04/25/2024		1	Check Open		000626	PENGUIN RANDOM HOUSE BOOKS FOR EMERSON	357.00
108836	04/25/2024		1	Check Open		000412	PETOSKEY HIGH SCHOOL OHS/SMITH/SOFTBALL ENTRY FEE 5..	225.00
108837	04/25/2024		1	Check Open		100135	QUILL CORPORATION COMMED/THOMPSON/PAPER FOR S..	443.04
108838	04/25/2024		1	Check Open		008962	R & D SEPTIC TANK CLEANIN.. OHS/SMITH/PORT A JONS	550.00
108839	04/25/2024		1	Check Open		005420	SCHOOL SPECIALTY LLC. EMA/UE	6,306.97
108840	04/25/2024		1	Check Open		002603	SET SEG MAY 2024 BILL/GF STAFF	5,763.20
108841	04/25/2024		1	Check Open		005625	SHIAWASSEE RESD EDUSTAFF BILL 3/3 - 3/16 & NURSES ..	28,454.70
108842	04/25/2024		1	Check Open		100267	UNUM LIFE INSURANCE MAY 2024 BILL/ADMIN STAFF	2,748.41
108843	04/25/2024		1	Check Open		006695	WEST MUSIC COMPANY Basic Beat Red Plastic Rhythm sticks	127.95

Check #	Date	Run	Type	Status	Vendor	Name	Invoice Description	Amount
108844	04/25/2024		1	Check Open	008003	YOHO, CARRIE	HR/MILEAGE REIMBURSEMENT	38.06
108845	05/02/2024		1	Check Open	000642	ACORD, SHANNEN L	OPER/HENDRICKSON/MILEAGE	40.20
108846	05/02/2024		1	Check Open	008901	BASGALL, JAKE	TECH/WATSON/MILEAGE	187.87
108847	05/02/2024		1	Check Open	005425	BETTS, MICHELE	OMS/BETTS/CLASSROOM SUPPLIE	24.43
108848	05/02/2024		1	Check Open	007313	BRYANT SCHOOL	BRWALDORF/BINGO FOR BOOK	115.50
108849	05/02/2024		1	Check Open	006202	BSN SPORTS LLC	OHS/SMITH/TENNIS POSTS/NETS	2,709.14
108850	05/02/2024		1	Check Open	007465	CINTAS CORPORATION # 308	OPER/HENDRICKSON/UNIFORMS	227.61
108851	05/02/2024		1	Check Open	000328	CONTROLNET LLC	OPER/HENDRICKSON/ADD ROOM #..	164.00
108852	05/02/2024		1	Check Open	001460	D & D TRUCK - TRAILER PAR..	TRANS/SECOR/VEHICLE PARTS	763.66
108853	05/02/2024		1	Check Open	000611	DUSO, ERICA	BRV/DUSO/MILEAGE	24.12
108854	05/02/2024		1	Check Open	009063	ESS MIDWEST INC	BBB/WINKE/STAFF PMT	19,874.90
108855	05/02/2024		1	Check Open	002330	GENESEE INTER.SCHOOL DI..	ADMIN/SPECK/GENNET ONLINE FEES	460.00
108856	05/02/2024		1	Check Open	101944	GOPHER SPORTS	OHS/GYM SUPPLIES	784.50
108857	05/02/2024		1	Check Open	002109	HARRIS ELECTRIC	TRANS/SECOR/FIX DAMAGED LIGHT..	275.78
108858	05/02/2024		1	Check Open	007955	HENDRICKSON, MICHAEL	OPER/HENDRICKSON/CONFERENCE..	170.69
108859	05/02/2024		1	Check Open	002810	HI-QUALITY GLASS	OPER/HENDRICKSON/GLASS OHS,E..	496.31
108860	05/02/2024		1	Check Open	006946	HOLLAND BUS COMPANY	TRANS/DWYER/PURCHASE TWO BU..	101,000.00
108861	05/02/2024		1	Check Open	000069	HUTSON INC	OPER/HENDRICKSON/ZERO TURN B..	82.50
108862	05/02/2024		1	Check Open	008359	KINECT ENERGY INC.	OPER/HENDRICKSON/MGMT FEE - M..	315.00
108863	05/02/2024		1	Check Open	102403	LANSING LUGNUTS	AE/MEYER/LUGNUTS TICKETS	320.00
108864	05/02/2024		1	Check Open	007468	LEGO EDUCATION	OHS/MATH SUPPLIES	549.90
108865	05/02/2024		1	Check Open	000074	LEPLEY, CORY	OPER/HENDRICKSON/MILEAGE	74.16
108866	05/02/2024		1	Check Open	001841	LINTNER, DALLAS	OHS/LINTNER/MILEAGE	50.25
108867	05/02/2024		1	Check Open	007056	MIAAA	ATH/IRELAN/ATHLETIC CONFERENCE	160.00
108868	05/02/2024		1	Check Open	000640	MICROSCOPE WORLD	OHS/SCIENCE MICROSCOPES	2,080.00
108869	05/02/2024		1	Check Open	100001	ODP BUSINESS SOLUTIONS ..	EM/NIDEFSKI/TONER	923.19
108870	05/02/2024		1	Check Open	004790	PITNEY BOWES	OHS/PARSONS/PITNEY BOWES LEA..	174.66
108871	05/02/2024		1	Check Open	001357	PROCOMM, INC	TECH/WATSON/MOTOROLA ION BAT..	480.00
108872	05/02/2024		1	Check Open	100135	QUILL CORPORATION	Kraft Roll Paper, Jumbo glue sticks	255.32
108873	05/02/2024		1	Check Open	000607	ROCKLER COMPANIES, INC	OHS/MARK EQUIP	3,384.35
108874	05/02/2024		1	Check Open	007587	SCHOOL FIX	Swings for Bryant	187.26
108875	05/02/2024		1	Check Open	005420	SCHOOL SPECIALTY LLC.	Crayons and Chart Paper Pads	880.78
108876	05/02/2024		1	Check Open	100017	SET-SEG	ADMIN/HILL/LACA TRACKING & REPO..	6,296.00
108877	05/02/2024		1	Check Open	006578	SLH METALS INC	OPER/HENDRICKSON/HOT ROLLED ..	12.79
108878	05/02/2024		1	Check Open	101518	ST. JOHNS HIGH SCHOOL	ATH/SMITH/ENTRY FEE - GOLF	215.00
108879	05/02/2024		1	Check Open	008301	STINSON, GUNNAR	TECH/MILEAGE	301.23
108880	05/02/2024		1	Check Open	008649	SUMMIT FIRE PROTECTION ..	OPER/HENDRICKSON/SEMI-ANNUAL..	1,026.00

Check #	Date	Run	Type	Status	Vendor	Name	Invoice Description	Amount
108881	05/02/2024		1	Check Open	002623	TASC-CLIENT INVOICES	ADMIN/HILL/PLAN ADMIN FEES	271.53
108882	05/02/2024		1	Check Open	000235	TECHNICAL BUILDING AUTO..	OPER/HENDRICKSON/REPLACED W..	2,447.96
108883	05/02/2024		1	Check Open	000203	THE JUICE PLUS COMPANY L..	OHS/HILL/TOWER GARDEN	2,406.00
108884	05/02/2024		1	Check Open	006230	THRUN LAW FIRM, P.C.	ADMIN/DWYER/LEGAL SERVICES	1,085.00
108885	05/02/2024		1	Check Open	000530	US OMNI & TSACG COMPLIA..	PLAN ADMIN FEE DEC 23	484.72
108886	05/02/2024		1	Check Open	003719	VERIZON WIRELESS	TECH/WATSON/JETPACKS FOR STU..	180.21
108887	05/02/2024		1	Check Open	008974	VIC BOND SALES	OPER/HENDRICKSON/PLUMBING SU..	44.78
108888	05/02/2024		1	Check Open	008420	WATER TECH	OPER/HENDRICKSON/COLIFORM AN..	22.00
108889	05/02/2024		1	Check Open	007985	WATSON, JOE	TECH/MILEAGE	351.83
108890	05/02/2024		1	Check Open	000643	WEICHEL, JENNIFER	COMMED/THOMPSON/REFUND THE..	65.00
108891	05/02/2024		1	Check Open	006695	WEST MUSIC COMPANY	Rubber mallets	115.95
108892	05/02/2024		1	Check Open	008003	YOHO, CARRIE	ADMIN/YOHO/CONFERENCE REIMB..	153.38
108894	05/09/2024		1	Check Open	000252	ADN ADMINISTRATORS INC	ADMIN/HURLEY/ADN APRIL 2024	86.50
108895	05/09/2024		1	Check Open	000590	AMMAN, BRIANA	BBB/WINKE/FOOD REIMBURSEMENT	35.92
108896	05/09/2024		1	Check Open	006415	BEN GRAHAM GROUP INC	COMMED/THOMPSON/TODAY'S TRO..	3,937.30
108897	05/09/2024		1	Check Open	000271	BP ENERGY RETAIL COMPA..	UTIL/NATURAL GAS APR 2024	5,064.53
108898	05/09/2024		1	Check Open	007313	BRYANT SCHOOL	BRY/WALDORF/STAMPS FOR SMMR ..	68.00
108899	05/09/2024		1	Check Open	003369	CULLIGAN OF OWOSSO	ADMIN/HILL/WATER	83.75
108900	05/09/2024		1	Check Open	001410	DALTON ELEVATOR	OPER/HENDRICKSON/WELDING SUP..	50.00
108901	05/09/2024		1	Check Open	009019	DIGNAN, THOMAS	TECH/MILEAGE REIMBURSEMENT	186.70
108902	05/09/2024		1	Check Open	008658	EPS SECURITY	OPER/HENDRICKSON/SERVICE CALL	1,414.38
108903	05/09/2024		1	Check Open	001458	FELDPAUSCH, CYNTHIA	OHS/MILEAGE REIMBURSEMENT	197.88
108904	05/09/2024		1	Check Open	002155	FLINN SCIENTIFIC INC.	OHS/SUPPLIES FOR A GILLETT	467.50
108905	05/09/2024		1	Check Open	002390	GILBERTS DO IT BEST HARD..	OPER/HENDRICKSON/SUPPLIES	638.80
108906	05/09/2024		1	Check Open	000387	GLASERS LUMBER	Shed for Central	2,232.13
108907	05/09/2024		1	Check Open	005308	GROTH MUSIC	BRY/HILLARD/MUSIC	357.05
108908	05/09/2024		1	Check Open	102446	HARTNAGLE, BECKY	ADMIN/HARTNAGLE/REIMBURSE ST..	767.44
108909	05/09/2024		1	Check Open	008715	HUNTINGTON NATIONAL BA..	ADMIN/DAME/BOND FEE	500.00
108910	05/09/2024		1	Check Open	002959	INDEPENDENT NEWSPAPER..	ADMIN/HILL/ENVELOPES	380.00
108911	05/09/2024		1	Check Open	001884	JONES SCHOOL SUPPLY	BRY/WALDORF/YEAR-END AWARDS	72.90
108912	05/09/2024		1	Check Open	101823	KEARSLEY HIGH SCHOOL	ATHLETICS/SMITH/JV GOLF ENTRY 5..	140.00
108913	05/09/2024		1	Check Open	008292	KONICA MINOLTA BUSINESS ..	ADMIN/DAME/5 YEAR PAPER/CUT LE..	8,840.00
108914	05/09/2024		1	Check Open	003187	KRANTZ, JASON	ATHLETICS/SMITH/MILEAGE REIMBU..	45.56
108915	05/09/2024		1	Check Open	102408	LANSING SANITARY SUPPLY ..	OPER/HENDRICKSON/CUSTODIAL S..	9,547.75
108916	05/09/2024		1	Check Open	100400	MASSP	OMS/COLLINS/MEMBERSHIP DUES	1,500.00
108917	05/09/2024		1	Check Open	000640	MICROSCOPE WORLD	OHS/MICROSCOPE	520.00
108918	05/09/2024		1	Check Open	008338	MT. PLEASANT H.S. ATHLETI..	ATHLETICS/SMITH/GOLF ENTRY 5/7	225.00

Check #	Date	Run	Type	Status	Vendor	Name	Invoice Description	Amount
108919	05/09/2024		1	Check Open	004790	PITNEY BOWES	OHS/PARSONS/POSTAGE METER R..	2,000.00
108920	05/09/2024		1	Check Voided	004860	POSTMASTER	COMMUNIC/THOMPSON/POSTAGE F..	1,307.72
108921	05/09/2024		1	Check Open	008914	REPUBLIC SERVICES	UTIL/TRASH SVCS - APR 2024	2,263.68
108922	05/09/2024		1	Check Open	003608	RUGENSTEIN, CARRIE	AE/RUGENSTEIN/MILEAGE REIMBUR..	222.17
108923	05/09/2024		1	Check Open	005363	SHATTUCK SPECIALTY ADVE..	OHS/PARSONS/NAME PLATES WALL..	35.75
108924	05/09/2024		1	Check Open	000644	SHEPARD, DANA	BBB/SHEPARD/MILEAGE REIMBURS..	127.30
108925	05/09/2024		1	Check Open	002948	THOMPSON, JESSICA	ADMIN/THOMPSON/MILEAGE REIMB..	86.16
108926	05/09/2024		1	Check Open	008974	VIC BOND FLINT	OPER/HENDRICKSON/PLUMBING SU..	113.91
108927	05/09/2024		1	Check Open	007788	WAKELAND OIL	OPER/DIESEL APR 2024	1,175.99
108928	05/09/2024		1	Check Open	000441	WINKE, LAURIE	BBB/WINKE/MILEAGE REIMBURSEM..	127.30

Total of All Checks 2,756,869.11
Less Voids 1,978,622.71
Grand Total 778,246.40

Check Summary

Check Status	Count	Amount
Open	117	740,403.87
Cleared	38	37,842.53
Void	3	1,978,622.71
Total	158	2,756,869.11

Check #	Date	Run	Type	Status	Vendor	Name	Invoice Description	Amount
008572	04/18/2024	1	Check	Cleared	102408	LANSING SANITARY SUPPLY ..	FS/HILL/CLEANING SUPPLIES	362.69
008574	04/25/2024	1	Check	Open	003780	MESSA	MAY 2024 BILL/FS STAFF	2,136.18
008575	04/25/2024	1	Check	Open	002603	SET SEG	MAY 2024 BILL/FS STAFF	154.36
008576	04/25/2024	1	Check	Open	100267	UNUM LIFE INSURANCE	MAY 2024 BILL/FS STAFF	45.50
008577	05/02/2024	1	Check	Open	000619	FLINT FRESH MOBILE MARK..	FS/HARTMAN/FOOD	2,724.50
008578	05/02/2024	1	Check	Open	000341	HARTMAN, JOY	FS/HARTMAN/SAMS CLUB MEMBER..	50.00
008579	05/02/2024	1	Check	Open	000407	IMPRESS PRINTED PRODUC..	FS/HARTMAN/SHIRTS	365.75
008580	05/02/2024	1	Check	Open	100030	OWOSSO PUBLIC SCHOOLS	FS/HARTMAN/FOOD	152.00
008581	05/02/2024	1	Check	Open	003807	PRAIRIE FARMS DAIRY	FS/HARTMAN/FOOD	12,071.34
008582	05/02/2024	1	Check	Open	008854	VAN EERDEN FOOD SERVIC..	FS/HARTMAN/FOOD & PAPER	56,509.21
008583	05/09/2024	1	Check	Open	000240	AMERICAN SPEEDY PRINTIN..	FS/HARTMAN/MENUS	291.00
008584	05/09/2024	1	Check	Open	003807	PRAIRIE FARMS DAIRY	FS/HARTMAN/FOOD	3,787.71
008585	05/09/2024	1	Check	Open	008854	VAN EERDEN FOOD SERVIC..	FS/HARTMAN/FOOD, PAPER, OP	23,634.13
008586	05/09/2024	1	Check	Open	007788	WAKELAND OIL	FS/HILL/APR 2024 GAS	261.25

Total of All Checks 102,545.62
Less Voids 0.00
Grand Total 102,545.62

Check Summary

Check Status	Count	Amount
Open	13	102,182.93
Cleared	1	362.69
Void	0	0.00
Total	14	102,545.62

Check #	Date	Run	Type	Status	Vendor	Name	Invoice Description	Amount	
1035	04/18/2024	1	Check	Cleared	05/02/2024	001274	SPICER GROUP INC.	SF/DWYER/PROJECT MANAGER FEE..	9,363.00

Total of All Checks 9,363.00
 Less Voids 0.00
Grand Total 9,363.00

Check Summary

Check Status	Count	Amount
Open	0	0.00
Cleared	1	9,363.00
Void	0	0.00
Total	1	9,363.00

Financials

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
May 22, 2024
Report 23-173

Statement of Deposits and Investments
As of 4/30/24
Unaudited

	General Fund	School Service	Sinking Fund and CPF	Capital Projects Bond Fund	Debt Service Fund	Total
Summary of Deposits and Investments						
Cash on hand	\$ 589,607	\$ 43,125	\$ 54,153	\$ 0	\$ 662,869	\$ 1,349,754
Investments	11,260,266		3,963,728	7	1,103,086	16,327,088
Total Deposits and Investments	\$ 11,849,873	\$ 43,125	\$ 4,017,882	\$ 7	\$ 1,765,955	\$ 17,676,843

Detail of Deposits and Investments

Cash on hand	\$ 589,607	\$ 43,125	\$ 54,153	\$ 0	\$ 662,869	\$ 1,349,754
Petty Cash on hand	-	504	-	-	-	-
Total Cash on hand	\$ 589,607	\$ 43,629	\$ 54,153	\$ 0	\$ 662,869	\$ 1,350,258
Huntington Bank Savings Account	\$ 7,268	-	\$ 108	7	1,103,086	\$ 7,376
Mich Class Investment	11,260,266	-	3,963,728	-	-	\$ 16,327,088
Total Investments	\$ 11,267,535	\$ -	\$ 3,963,837	\$ 7	\$ 1,103,086	\$ 16,334,465
Total Deposits and Investments	\$ 11,857,141	\$ 43,629	\$ 4,017,990	\$ 7	\$ 1,765,955	\$ 17,684,723

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OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
May 22, 2024
Report 23-173

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Projects Funds
As of 4/30/24
Unaudited

	General Fund				School Service Fund				Sinter Fund and Capital Projects fund			
	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used
REVENUE												
Local sources												
State sources	4,052,394	4,075,118	22,724	101%	59,385	93,180	33,795	157%	1,381,096	1,476,616	95,520	106%
Federal sources	31,414,436	21,681,201	(9,733,235)	69%	69,246	189,752	100,506	245%	42,238	-	(42,238)	0%
Interdistrict source-RESD	6,078,446	182,985	(5,895,461)	3%	1,983,168	307,204	(1,645,964)	16%	-	-	-	-
Interdistrict source-charterers in and other sources	1,049,356	443,481	(605,865)	42%	-	-	-	-	-	-	-	-
Total revenue and other sources	\$ 42,594,572	\$ 26,382,774	\$ (16,211,798)	62%	2,081,799	570,136	(1,511,663)	27%	1,403,332	1,476,616	73,284	105%
EXPENDITURES												
INSTRUCTION												
BASIC PROGRAMS:												
ELEMENTARY	\$ 8,384,208	\$ 5,696,506	(2,687,702)	68%								
MIDDLE SCHOOL	3,791,923	2,511,733	(1,246,170)	67%								
HIGH SCHOOL	4,697,145	3,514,288	(1,342,857)	72%								
ALTERNATIVE EDUCATION	470,342	393,035	(77,307)	84%								
FRESHMAN	213,283	132,528	(80,755)	62%								
FRESHMAN (MICHIGAN READINESS/START UP)GR	327,453	421,811	94,358	129%								
TOTAL BASIC PROGRAMS	\$ 18,070,364	\$ 12,669,922	\$ (5,340,442)	70%								
ADDED NEEDS:												
SPECIAL EDUCATION	\$ 4,058,305	\$ 2,742,689	(1,315,616)	68%								
VOCATIONAL EDUCATION	749,811	455,900	(293,911)	61%								
AT RISK GRANT	1,720,355	1,076,302	(644,053)	63%								
ROBOTICS	6,809	1,323	(5,286)	20%								
EARLY LITERACY GRANT/LITERACY COACH	212,176	72,441	(139,735)	34%								
GRANT, DATA COLLECTION	1,066,597	638,549	(527,048)	51%								
TITLE I GRANT, TAG FUNDING	4,719,257	975,420	(3,743,837)	21%								
ESSER GRANTS (ESSER II/IV/RP HOMELESS, AND 298 FUNDS)	28,254	49	(28,205)	0%								
CHILD CARE GRANTS, HRA GRANT, 310 GRANT	758,678	472,436	(284,242)	62%								
STATE SAFETY, SRO, MENTAL HEALTH GRANTS	13,917,042	6,335,109	(6,997,691)	46%								
TOTAL ADDED NEEDS	\$ 205,471	\$ 115,609	\$ (89,862)	56%								
CONTINUING EDUCATION	\$ 205,471	\$ 115,609	\$ (89,862)	56%								
ADULT EDUCATION	\$ 205,471	\$ 115,609	\$ (89,862)	56%								
TOTAL CONTINUING EDUCATION	\$ 205,471	\$ 115,609	\$ (89,862)	56%								
TOTAL INSTRUCTION	\$ 31,632,877	\$ 19,120,640	\$ (12,127,995)	61%								
SUPPORTING SERVICES												
PUPIL SERVICES:												
GUIDANCE SERVICES	\$ 394,504	\$ 275,191	\$ (119,313)	70%								
TOTAL PUPIL SERVICES	\$ 394,504	\$ 275,191	\$ (119,313)	70%								
INSTRUCTIONAL SERVICES:												
TITLE II, PART A AND TITLE IV, IDEA GRANT	\$ 286,199	\$ 63,803	\$ (222,396)	22%								
IMPROVEMENT OF INSTRUCTION	420,131	280,406	(169,725)	60%								
MEDIA SERVICES	170,894	138,005	(34,889)	80%								
COORDINATION OF SERVICES	220,034	165,920	(54,114)	75%								
ASSESSMENTS	24,998	374	(24,214)	2%								
TOTAL INSTRUCTIONAL SERVICES	\$ 1,121,846	\$ 616,508	\$ (505,338)	55%								
GENERAL ADMINISTRATION:												
BOARD OF EDUCATION	\$ 124,086	\$ 149,840	\$ 25,754	121%								
EXECUTIVE ADMINISTRATION	457,291	349,540	(108,751)	76%								
TOTAL GENERAL ADMINISTRATION	\$ 581,377	\$ 499,380	\$ (82,997)	86%								
SCHOOL ADMINISTRATION:												
SCHOOL ADMINISTRATION	\$ 2,890,378	\$ 2,307,131	\$ (583,247)	80%								
TOTAL SCHOOL ADMINISTRATION	\$ 2,890,378	\$ 2,307,131	\$ (583,247)	80%								

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
May 22, 2024
Report 23-173

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Project Funds
As of 4/30/24
Unaudited

	General Fund				School Service Fund				Sinking Fund and Capital Projects fund			
	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used
BUSINESS SERVICES:												
ACCOUNTING/FINANCE	\$ 317,599	\$ 235,379	\$ (82,210)	74%								
PRINTING	\$ 59,578	\$ 39,847	\$ (19,731)	65%								
TOTAL BUSINESS SERVICES	\$ 377,167	\$ 274,226	\$ (102,941)	73%								
OPERATIONS AND MAINTENANCE:												
TOTAL OPERATIONS AND MAINTENANCE	\$ 3,847,847	\$ 2,653,880	\$ (1,193,967)	69%								
PUPIL TRANSPORTATION SERVICES:												
TOTAL PUPIL TRANSPORTATION	\$ 1,243,427	\$ 910,944	\$ (332,483)	73%								
CENTRAL SERVICES:												
COMMUNICATION SERVICES	198,884	162,244	(36,640)	82%								
HUMAN RESOURCES	246,239	162,538	(83,701)	66%								
TECHNOLOGY MANAGEMENT	590,531	391,280	(199,271)	66%								
PUPIL ACCOUNTING	99,146	71,460	(27,686)	72%								
TOTAL CENTRAL SERVICES	\$ 1,134,800	\$ 797,502	\$ (347,358)	69%								
OTHER SERVICES:												
PERFORMING ARTS CENTER	10,000	14,333	4,333	143%								
ATHLETICS	543,483	406,263	(137,220)	75%								
TOTAL SUPPORTING SERVICES	\$ 553,483	\$ 420,596	\$ (132,887)	76%								
COMMUNITY SERVICES												
COMMUNITY EDUCATION	8,290	4,888	(3,402)	59%								
DAYCARE PROGRAM	373,314	196,186	(177,128)	53%								
TOTAL COMMUNITY SERVICES	\$ 381,604	\$ 201,074	\$ (180,530)	53%								
OUTGOING TRANSFERS/FUND MODIFICATIONS:												
OTHER TRANSFER TO OTHER FUNDS	100,000	45,015	(54,985)	45%								
TOTAL OUTGOING TRANSFERS/FUND MODIFICATIONS	\$ 100,000	\$ 45,015	\$ (54,985)	45%								
FOOD SERVICE EXPENDITURES												
CAPITAL PROJECT EXPENDITURES	\$ 44,199,370	\$ 28,111,086	\$ (16,088,284)	64%								
TOTAL EXPENDITURES	\$ 44,199,370	\$ 28,111,086	\$ (16,088,284)	64%								
REVENUE OVER OR (UNDER) EXPENDITURES	\$ (1,564,798)	\$ (1,748,312)	\$ (183,514)		\$ 2,268,857	\$ 1,615,316	\$ (653,541)	71%	\$ 1,742,096	\$ 1,517,323	\$ (224,773)	87%
PROJECTED FUND BALANCES - June 30, 2024	7,252,190	7,252,190	-		425,341	425,341	-		4,011,807	4,011,807	-	
PROJECTED FUND BALANCES - June 30, 2024	5,687,392	5,687,392	-		238,283	238,283	-		3,673,053	3,673,053	-	

Financial Report Monthly 03-24/APRIL 24 BOARD REPORTS, May Combined P.L. - Budy & Aul

Shiawassee RESD (SRES) General Fund Budget 24-25

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-174

FOR ACTION

Subject:

SRES D Budget Resolution Approval

Recommendation:

Resolve that the Board of Education support/disapprove the Shiawassee Regional Education School District 2024-2025 budget as presented, and authorize the superintendent to forward the resolution to the SRES D board on or before June 1, 2024.

Rationale:

Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review. The local school district's board of education must do the following on or before June 1 of each year:

1. review the proposed intermediate school district budget;
2. adopt a resolution expressing the board's support for or disapproval of the proposed intermediate school district budget; and
3. if the board disapproves of the budget, submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

Facts/Statistics:

The intermediate school district reform legislation is part of Act 234, Public Acts of Michigan, 2004. A draft of each resolution (to support or disapprove) is attached to this report. The actual budget was presented to Rick Mowen, Board of Education Trustee on May 6, 2024 at a budget proposal meeting held at the SRES D. The SRES D budget appropriations have been included as part of the Board package.

Motion

Seconded

Vote – Ayes

Nays

Motion

**SHIAWASSEE REGIONAL EDUCATION SERVICE DISTRICT
GENERAL FUND BUDGET
FY 24-25 Proposed Budget**

<u>Revenue</u>	<u>FY 24-25 Proposed Budget</u>
100 Local Revenue	1,686,774
300 State Revenue	12,951,835
400 Federal Revenue	1,006,336
500 Local Transfers	3,024,426
600 Fund Transfers	2,458,851
Total Revenue	21,128,221
<u>Expenditures</u>	
110 Early Childhood	21,663
120 Career & Tech Ed	209,771
210 Pupil Services	2,808,702
220 Instructional Support	5,122,137
230 General Administration	693,809
250 Business Services	1,181,058
260 Operations & Maintenance	332,248
270 Transportation	-
280 Central Support	2,458,126
290 Other	-
300 Community Services	1,375,997
400 Outgoing Local Transfers	6,212,547
600 Outgoing Fund Transfers	637,125
Total Expenditures	21,053,181
Excess/(Deficit) for Fiscal Year	75,040

Note: General Fund Millage= .2384 mills

It is the recommendation of the Superintendent that the following Resolution be adopted.

Resolved that this resolution shall be the General Fund Budget of the Shiawassee Regional Education Service District for the fiscal year 2024-2025. A resolution to make appropriations; to provide the expenditure of the appropriation and to provide for the disposition of all income received by the Shiawassee Regional Education Service District; that the General Fund Tax Levy for fiscal year 2024-2025 based on the maximum allowable amount as approved by the taxpayers in Shiawassee County. Be it further resolved that the Board of Education hereby commits this fund's fund balance.

**Shiawassee Regional Education Service District (RESD)
General Fund Operating Budget
RESOLUTION**

_____, Michigan (the "District")

A _____ meeting of the Board of Education of the District was held in the _____
_____ in the District, on the ____ day of _____, 2024 at _____ o'clock in the
_____.

The meeting was called to order by _____, President

Present: Members

Absent: Members

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

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review; and

2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support for or disapproval of the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The board of education has received and reviewed the proposed intermediate school district budget in accordance with Section 624 of the Revised School Code, as amended, and by the adoption of this resolution, expresses its support for the proposed intermediate school district budget.

2. The secretary of the board of education or his/her designee shall forward a copy of this resolution to the intermediate school board or its superintendent no later than June 1, 2024.

3. All resolutions insofar as they conflict with this resolution will be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a _____ meeting held on _____, 2024, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

**Shiawassee Regional Education Service District (RESD)
General Fund Operating Budget
RESOLUTION**

_____, Michigan (the "District")

A _____ meeting of the Board of Education of the District was held in the _____
_____ in the District, on the ____ day of _____, 2024, at _____ o'clock in the
_____.

The meeting was called to order by _____, President

Present: Members

Absent: Members

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

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review; and

2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support for or disapproval of the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The board of education has received and reviewed the proposed intermediate school district budget and has determined that it disapproves of certain portions of the proposed intermediate school district budget which objections, along with proposed changes, if any, are set forth on Exhibit A attached hereto and incorporated herein by reference.

2. The superintendent is hereby directed to submit a certified copy of this resolution to the intermediate school board and/or to the intermediate school district superintendent with the specific objections and proposed changes that this board has to the budget no later than June 1, 2024.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a _____ meeting held on _____, 2024, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

New Policy 1540, Administrative Staff Reduction/Recalls, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-175**

FOR ACTION

Subject:

New Policy 1540 – Administrative Staff Reductions/Recalls, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **New Policy 1540 – Administrative Staff Reductions/Recalls.**

Facts / Statistics:

This policy has been added to address administrative reductions/recalls.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	(NEW) Administrative Staff Reductions/Recalls
Code	po1540
Status	Second Reading

1540 - ADMINISTRATIVE STAFF REDUCTIONS/RECALLS

It is the policy of this Board of Education that all personnel decisions shall be based on retaining effective administrators in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions/position eliminations or recall to vacant positions. Length of service or tenure status may only be considered when all other factors are considered equal amongst the potentially affected administrators.

The effectiveness of administrators shall be measured in accordance with the District's performance evaluation system developed under Section 1249 of the School Code.

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Last Modified by Beverly White on April 29, 2024

Revised Policy 1240, Evaluation of Superintendent, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-176**

FOR ACTION

Subject:

Revised Policy 1240 – Evaluation of Superintendent, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 1240 – Evaluation of Superintendent.**

Facts / Statistics:

Senate Bill 395 and 396 were recently signed into law by Governor Whitmer. These bills change the evaluation system effective July 1, 2024. The revised policy incorporates those changes as they apply to evaluating the superintendent.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of EVALUATION OF THE SUPERINTENDENT
Code	po1240
Status	Second Reading
Adopted	May 11, 2015
Last Revised	June 27, 2016

1240 - EVALUATION OF THE SUPERINTENDENT

The Board of Education believes it is essential that it evaluate the Superintendent's performance periodically in order to assist both the Board and the Superintendent in the proper discharge of their responsibilities and to enable the Board to provide the District with the best possible leadership. To carry out this responsibility, the Board will evaluate the Superintendent utilizing a rigorous, transparent, and fair performance evaluation system that does all of the following:

- A. Evaluates the Superintendent's job performance at least annually in a year-end evaluation, while providing timely and constructive feedback.

A Superintendent rated highly effective **prior to July 1, 2024 and/or effective after July 1, 2024** on three (3) consecutive year-end evaluations may be evaluated every other year, at the District's discretion.

- B. Establishes clear approaches to measuring student growth and provides the Superintendent with relevant data on student growth.

- C. Evaluates the Superintendent's job performance **prior to July, 2024** as highly effective, effective, minimally effective or ineffective, **and after July 1, 2024 as effective, developing, or needing support using multiple rating categories that take into account student growth and assessment data**. ~~Before the 2024-2025 school year. For the 2015—2016, 2016—2017 and 2017—2018 school years twenty five (25) percent of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the 2018—2019 school year, forty (40) percent of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the 2024-2025 school year, twenty percent (20%) of the year-end evaluation shall be based on student growth or student learning objectives.~~

For the Superintendent, the pertinent data is that of the entire School District.

- D. Uses the evaluations, at a minimum, to inform decisions regarding all of the following:

1. The effectiveness of the Superintendent, so that **the Superintendent s/he** is given ample opportunities for improvement.
2. Retention, and development of the Superintendent including providing relevant coaching, instruction support, or professional development.
3. Removing an ineffective Superintendent after **the Superintendent s/he** has had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.

- E. **Prior to July 1, 2024, the** ~~The~~ portion of the annual year-end evaluation that is not based on student growth and assessment data shall be based on at least the following for the entire District:

1. The Superintendent's training and proficiency in conducting teacher performance evaluations if **the Superintendent s/he** does so or **the his/her** designee's proficiency and training if the Superintendent designates such duties.

2. The progress made by the school or District in meeting the goals established in the school/District improvement plan.
3. Student attendance.
4. Student, parent and teacher feedback and other information considered pertinent by the Board.

5. Beginning July 1, 2024, the portion of the evaluation that is not based on student growth or student learning objectives must be based on objective criteria.

F. For the purposes of conducting annual year-end evaluations under the performance evaluation system, ~~by the beginning of the 2016-2017 school year,~~ the District shall adopt and implement one (1) or more of the evaluation tools for teachers, or administrators, if available, that are included on the list established and maintained by the Michigan Department of Education ("MDE"). However, if the District has one (1) or more local evaluation tools for administrators or modifications of an evaluation tool on the list, and the District complies with G., below, the District may conduct annual year-end evaluations for administrators using one (1) or more local evaluation tools or modifications.

G. ~~The Beginning with the 2016-2017 school year, the~~ District shall post on its public website all of the following information about the measures it uses for its performance evaluation system for school administrators:

1. The research base for the evaluation framework, instrument, and process or, if the District adapts or modifies an evaluation tool from the MDE list, the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.
2. The identity and qualifications of the author or authors or, if the District adapts or modifies an evaluation tool from the MDE list, the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.
3. Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the District adapts or modifies an evaluation tool from the MDE list, an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.
4. The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.
5. A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.
6. A description of the plan for providing evaluators and observers with training.

H. ~~The District shall Beginning with the 2016-2017 school year:~~

1. ~~The District shall~~ provide training to the Superintendent on the measures used by the District in its performance evaluation system and on how each of the measures is used. This training may be provided by a district or ~~by a~~ consortium consisting of two (2) or more districts, the intermediate school district or a public school academy.
2. ~~The District shall~~ ensure that training is provided to all evaluators and observers. The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the District, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. The District may provide ~~the~~ training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

Beginning July 1, 2024, the evaluation system must include a mid-year progress report for the Superintendent in each year that they are evaluated. This mid-year progress report shall comply with M.C.L. 380.1249b and may not replace the annual evaluation.

The evaluation system shall ensure that if the Superintendent is rated as minimally effective or ineffective, ~~prior to July 1, 2024 or needing support or developing after July 1, 2024~~ the person(s) conducting the evaluation shall develop and require the Superintendent to implement an improvement plan to correct the deficiencies. The improvement plan shall recommend professional development opportunities and other measures designed to improve the rating of the Superintendent on ~~the Superintendent's~~ his/her next annual year-end evaluation. A Superintendent rated as ~~ineffective prior to July 1, 2024~~

and/or needing support after July 1, 2024 "ineffective" on three (3) consecutive year-end evaluations must be dismissed from employment with the District.

The evaluation program shall aim at the early identification of specific areas in which the Superintendent needs help so that appropriate assistance may be provided or arranged for. The Board shall not release the Superintendent from the responsibility to improve. If the Superintendent, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.

Evaluations shall be conducted of each administrator as stipulated in the revised School Code, the employment contract, the Superintendent's administrative guidelines and as directed by the Michigan Department of Education. An administrator shall be given a copy of any documents relating to the administrator's his/her performance which are to be placed in the personnel file.

All contracts governing the employment of the Superintendent entered into, extended, renewed, or modified on or after July 1, 2024 must include an appeal process concerning the evaluation process and rating received.

This policy shall not deprive an administrator of any rights provided by State law or any contractual rights consistent with State law.

As an outcome of the evaluation of the Superintendent's performance, the Board should be prepared to judge the advisability of retention of the Superintendent and be prepared better to:

- A. determine the Superintendent's salary;
- B. identify strengths and weaknesses in the operation of the District and determine means by which weaknesses can be reduced and strengths are maintained;
- C. establish specific objectives, the achievement of which will advance the District toward its goals;
- D. improve its own performance as the public body ultimately charged with the educational responsibility of this District.

M.C.L. 380.1249b

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Last Modified by Beverly White on April 29, 2024

Revised policy 2370.01 On-line/Blended Learning Program, 2nd Reading

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-177

FOR ACTION

Subject:

Revised Policy 2370.01 – Online/Blended Learning Program, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 2370.01 – Online Blended Learning Program.**

Facts / Statistics:

This policy has been revised to reflect current online and blended learning rules and requirements, including M.C.L. 388.1621f(14), which allows a district to switch to online learning in certain circumstances for not more than fifteen (15) days. The provision now found at D.2 reflects that M.C.L. 388.1621f(14) specifically permits districts to exempt a fifteen (15) day or less switch from the parental consent requirement.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of ON-LINE/BLENDED LEARNING PROGRAM
Code	po2370.01
Status	Second Reading
Adopted	April 22, 2013
Last Revised	December 8, 2014

2370.01 - **ON-LINE/BLENDED LEARNING PROGRAM**

The District shall provide eligible students the option of participating in on-line or blended learning courses. The purpose of the program is to make instruction available to eligible students using on-line and distance education technology in both traditional and nontraditional classroom settings. The District must make all eligible students and their parents or guardians aware of this program.

A. **Definitions**

1. **On-Line Learning** - Means a course of study that is capable of generating a credit or a grade, that is provided in an interactive internet-connected learning environment, in which students and their teachers are separated by time or location, or both, and in which the teacher is responsible for determining appropriate instructional methods for each student, diagnosing learning needs, assessing student learning, prescribing intervention strategies, reporting outcomes, and evaluating the effects of instruction and support strategies.
2. **Blended Learning** - A hybrid instructional delivery model where students are provided content, instruction, and assessment in part at the classroom, with a teacher, and in part through internet-connected learning environments with some degree of student control over time, location, and pace of instruction.

B. **Program Eligibility**

The District shall offer a program for students in Grades 6-12.

The District may offer a full time or part time program for grade 9-12 students enrolled in dropout prevention, academic intervention, core courses to meet graduation requirements, or dual enrollment programs.

C. **Student Eligibility**

1. ~~Students eligible for the District on-line/blended learning program must meet at least one of the following conditions:~~
 - ~~a. The student has spent the prior school year in attendance at a public school in this State and was enrolled and reported by a public school district.~~
 - ~~b. The student is a dependent child of a member of the United States Armed Forces who was transferred within the last twelve (12) months to Michigan from another state or foreign country pursuant to the parent's permanent change of station orders.~~
2. ~~Only students enrolled in grades 6 to 12 are eligible to enroll in an On-Line Learning course. Students in grades K-5 are only eligible to participate in Blended Learning Courses.~~

D. **Course Availability and Access**

1. The District shall provide access to enroll and participate in the available courses and shall award credit, as may be appropriate, for successful completion. Access shall be available to eligible students during or after the school day and during summer school enrollment. The District will provide On-line Learning, pursuant to

the requirements set forth in Pupil Accounting Manual 5-O-D.

2. The District shall enroll an eligible student in up to two (2) on-line courses as requested by the student during an academic term, semester, or trimester. Consent from the student's parent or legal guardian must be obtained for students under the age of eighteen (18), ~~except that permission shall not be required if the course is being provided as permitted by M.C.L. 388.1621f(14), which allows a district to provide online instruction for not more than fifteen (15) days per school year under specific circumstances.~~
3. A student may enroll in more than two (2) virtual courses in a specific academic term, semester, or trimester if both of the following conditions are met
 - a. The District has determined that it is in the best interest of a student.
 - b. The student agrees with the recommendation of the District.
4. ~~The District will provide two (2) or fewer courses per semester in Grades K-5 and one (1) or more courses per semester in Grades 6-12. If students are taking more than two (2) courses per semester, the guidance found in the Pupil Accounting Manual 5-O-B shall be followed and seat time waivers obtained.~~
5. An eligible student may enroll in an on-line course published in the District on-line course syllabus, as described in section 8 below, or the statewide catalog of on-line courses maintained by the Michigan ~~V~~irtual ~~U~~niversity.
6. The District may deny a student enrollment in an on-line course if any of the following apply, as determined by the District:
 - a. ~~The student is enrolled in any of grades K to five (5)~~
 - b. The student has previously gained the credits provided from the completion of the on-line course.
 - c. The on-line course is not capable of generating academic credit.
 - d. The on-line course is inconsistent with the remaining graduation requirements or career interests of the student.
 - e. ~~The student has not completed the prerequisite coursework for the requested virtual course or has not demonstrated proficiency in the prerequisite course content. does not possess the prerequisite knowledge and skills to be successful in the on-line course or has demonstrated failure in previous on-line coursework in the same subject.~~
 - f. The on-line course is of insufficient quality or rigor. If the District denies a student enrollment for this reason, the District shall make a reasonable effort to assist the student to find an alternative course in the same or a similar subject that is of acceptable rigor and quality.
 - g. ~~The cost of the virtual course causes the District to exceed the target foundation allowance percentage.~~
 - h. ~~The request for a virtual course enrollment was not made in the academic term, semester, trimester, or summer preceding the enrollment. This subsection does not apply to a request made by a student who is newly enrolled in the District.~~
 - i. If a student is denied enrollment in an on-line course by the District, the student may appeal the denial by submitting a letter to the Superintendent. The appeal must include the reason provided by the District for not enrolling the student and the reason why the student is claiming that the enrollment should be approved.

The Superintendent shall respond to the appeal within five (5) days after it is received. If the Superintendent determines that the denial of enrollment does not meet one (1) or more of the reasons specified in ~~this subsection 4(E)-vi~~, the District shall allow the student to enroll in the on-line course.
7. An on-line learning student shall have the same rights and access to technology in his or her District's school facilities as all other students enrolled in that District.
8. If a student successfully completes an on-line course, as determined by the District, the District shall grant appropriate academic credit for completion of the course and shall count that credit toward completion of graduation and subject area requirements. A student's school record and transcript shall identify the on-line course title as it appears in the on-line course syllabus.
9. The enrollment of a student in one (1) or more on-line courses shall not result in a student being counted as more than 1.0 full-time equivalent students under this act.

E. **Nonresident Applicants**

1. ~~The District shall determine whether or not it has capacity to accept applications for enrollment from nonresident applicants in on-line courses and may use that limit as the reason for refusal to enroll an applicant.~~
2. If the number of nonresident applicants eligible for acceptance in an on-line course does not exceed the capacity of the District to provide the on-line course, the District shall accept for enrollment all of the nonresident applicants eligible for acceptance.
3. If the number of nonresident applicants exceeds the District's capacity to provide the on-line course, the District shall use a random draw system.
4. **The District shall determine whether or not it has the capacity to accept applications for enrollment from nonresident applicants in online courses and may use that limit as the reason for refusal to enroll an applicant.**

F. **Requirements Specific to ~~On-Line~~ Online Learning Courses**

To offer an on-line course, the District must:

1. Provide the Michigan **Virtual University** ~~virtual university~~ with the course syllabus in a form and method prescribed by the Michigan **Virtual University** ~~virtual university~~ for inclusion in a statewide **online** ~~on-line~~ course catalog.
2. Provide on its publicly accessible website a link to the course syllabi for all of the on-line courses offered by the District, ~~as described in section 9~~, and a link to the statewide catalog of on-line courses maintained by the Michigan **Virtual University** ~~virtual university~~.
3. **Assign to each student a teacher of record.**
4. Offer the on-line course on an open entry and exit method, or aligned to a semester, trimester, or accelerated academic term format.

G. **Online ~~On-line~~ Course Syllabus**

The District must publish an on-line course syllabus for each on-line course offered. The on-line course syllabus must include:

1. **An alignment document showing how the course meets applicable State academic standards.** ~~addressed in an on-line course.~~
2. **Online** ~~On-line~~ course content outline.
3. **Online** ~~On-line~~ course required assessments.
4. **Online** ~~On-line~~ course prerequisites.
5. Expectations for actual teacher contact time with the on-line learning student and other student-to-teacher communications.
6. Academic support available to the on-line learning student.
7. **Online** ~~On-line~~ course learning outcomes and objectives.
8. Name of the institution or organization providing the **online content.** ~~on-line instructor.~~
9. **Name of the institution or organization providing the teacher of record.**
10. **The course titles assigned by the provider and the course titles and course codes from the National Center for Education Statistics school codes for the exchange of data.**
11. **Number of eligible nonresident students that will be accepted by the District in the ~~online~~ on-line course. This may include limiting enrollment to students enrolled in the district.**
12. Results of the ~~online~~ on-line course quality review using the guidelines and model review process published by the Michigan **Virtual University** ~~virtual university~~.

M.C.L.388.1621f

Michigan Department of Education Guidance on Best Practices as Defined in M.C.L. 3881621f

Revised 11/25/13

Revised 7/28/14

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Legal

M.C.L. 388.1621f

Michigan Department of Education Guidance on Best Practices as Defined in

M.C.L. 388.1622f

Last Modified by Beverly White on April 29, 2024

Revised policy 2414, Reproductive Health and Family Planning, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-178**

FOR ACTION

Subject:

Revised Policy 2414 – Reproductive Health and Family Planning, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 2414 – Reproductive Health and Family Planning.**

Facts / Statistics:

This policy has been updated to replace the former language with what is currently in the law. Provisions have been modified to track more closely with the parental notice language that is still in effect in M.C.L. 380.1507.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of REPRODUCTIVE HEALTH AND FAMILY PLANNING
Code	po2414
Status	Second Reading
Adopted	July 11, 2005
Last Revised	June 22, 2020

2414 - REPRODUCTIVE HEALTH AND FAMILY PLANNING

The Board of Education directs that instruction be provided on the principal modes by which dangerous communicable diseases, including HIV and AIDS, are spread and the best methods for the restriction and prevention of these diseases. The instruction shall stress that abstinence from sex is the only protection that is 100% effective against unplanned pregnancy and sexually transmitted diseases, including HIV and AIDS, and that abstinence is a positive lifestyle for unmarried young people.

No person shall dispense or otherwise distribute in a District school or on District school property a family planning drug or device. Additionally, any school official, member of the Board, or employee of the Board who is not the parent of the legal guardian of the student involved is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.

Each person who teaches K to 12 students about human immunodeficiency virus infection and acquired immunodeficiency syndrome shall have training in human immunodeficiency virus infection and acquired immunodeficiency syndrome education for young people. Licensed health care professionals who have received training on human immunodeficiency virus infection and acquired immunodeficiency syndrome are exempt from this requirement.

For a class in which the subjects of family planning or reproductive health are discussed, the District shall notify the parents of the fact that the student will be enrolled in the course and notify the parents about the content of the instruction. Parents shall be given prior opportunity to review the materials to be used (other than tests) and shall be advised in advance of the parents' right to have their child excused from the instruction.

~~The District shall notify the parents, in advance of the instruction and about the content of the instruction, give the parents an opportunity, prior to instruction, to review the materials to be used (other than tests), as well as the opportunity to observe the instruction, and advise the parents of their right to have their child excused from the instruction.~~

Before any revisions to the curriculum on the subjects taught pursuant to M.C.L. 380.1169 are implemented, the Board shall hold at least two (2) public hearings on the proposed revisions. The hearings shall be held at least one (1) week apart and public notice of the hearings shall be given in the manner required for board meetings. A public hearing held pursuant to this section may be held in conjunction with a public hearing held pursuant to M.C.L. 380.1507.

MCL 388.1766

Revised 12/11/17
 Revised 10/28/19
 Revised 2/24/20

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Legal M.C.L. 380.1169, 380.1507, 388.1766
 A.C. Rule 388.273 et seq.

Revised policy 2418, Sex Education, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-179**

FOR ACTION

Subject:

Revised Policy 2418 – Sex Education, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 2418 – Sex Education.**

Facts / Statistics:

This policy was updated to add language for what is written in the law, MCL 380.1507b to ensure all curriculum requirements are noted.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of SEX EDUCATION
Code	po2418
Status	Second Reading
Adopted	December 11, 2017
Last Revised	February 24, 2020

2418 - **SEX EDUCATION**

In accordance with Michigan statute, the Board of Education authorizes instruction in sex education. Such instruction may include family planning, human sexuality, and the emotional, physical, psychological, hygienic, economic, and social aspects of family life. Instruction may also include the subjects of reproductive health and the recognition, prevention, and treatment of sexually transmitted disease.

The instruction described in this policy shall stress that abstinence from sex is a responsible and effective method of preventing unplanned or out-of-wedlock pregnancy and sexually transmitted disease and is a positive lifestyle for unmarried young people.

Such instruction shall be elective and not a requirement for graduation.

A student shall not be enrolled in a class in which the subjects of family planning or reproductive health are discussed unless the student's parent or guardian is notified in advance of the course and the content of the course, is given a prior opportunity to review the materials to be used in the course and is notified in advance of **the parent's/guardian's his or her** right to have the student excused from the class. The Michigan Board of Education shall determine the form and content of the notice required in this policy.

Upon the written request of a student or the student's parent or legal guardian, the student shall be excused, without penalty or loss of academic credit, from attending a class described in this policy. If a parent or guardian submits a continuing written notice, the student will not be enrolled in a class described in this policy unless the parent or guardian submits a written authorization for that enrollment.

The District shall provide the instruction by teachers qualified to teach health education. **Material and instruction in a sex education curriculum shall be age-appropriate, not medically inaccurate, and shall comply with the statutory requirements of M.C.L. 380.1507b.**

The Board shall establish a sex education advisory board and shall determine terms of service for the sex education advisory board, the number of members to serve on the advisory board, and a membership selection process that reasonably reflects the District's population. The Board shall appoint two (2) co-chairs for the advisory board, at least one (1) of whom is a parent of a child attending a District school. At least one-half (1/2) of the members of the sex education advisory board shall be parents who have a child attending a District school, and a majority of these parent members shall be individuals who are not employed by a District. The sex education advisory board shall include students of the District, educators, local clergy, and community health professionals. Written or electronic notice of a sex education advisory board meeting shall be sent to each member at least two (2) weeks before the date of the meeting.

The sex education advisory board shall:

- A. Establish program goals and objectives for student knowledge and skills that are likely to reduce the rates of sex, pregnancy, and sexually transmitted diseases. Additional program goals and objectives may be established by the sex education advisory board that are not contrary to Michigan law.
- B. Review the materials and methods of instruction used and make recommendations to the Board for implementation. The advisory board shall take into consideration the District's needs, demographics, and trends, including, but not limited to, teenage pregnancy rates, sexually transmitted disease rates, and incidents of student sexual violence and

harassment.

- C. At least once every two (2) years, evaluate, measure, and report the attainment of program goals and objectives established by the advisory board. The Board shall make the resulting report available to parents in the District.

Before adopting any revisions in the materials or methods used in instruction under this policy, including, but not limited to, revisions to provide for the teaching of abstinence from sex as a method of preventing unplanned or out-of-wedlock pregnancy and sexually transmitted disease, the Board shall hold at least two (2) public hearings on the proposed revisions. The hearings shall be held at least one (1) week apart and public notice of the hearings shall be given in the manner required for Board meetings. A public hearing held pursuant to this section may be held in conjunction with a public hearing held pursuant to M.C.L. 380.1169.

Each person who provides instruction to K to 12 students in accordance with this policy shall receive training based on District approved standards and in accordance with training requirements of the Michigan Department of Education (MDE) and the Michigan Department of Health and Human Services (MDHHS).

No person shall dispense or otherwise distribute in a District school or on District school property a family planning drug or device. Additionally, any school official, member of the Board, or employee of the Board who is not the parent or legal guardian of the student involved is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.

For purposes of this policy, "family planning" means the use of a range of methods of fertility regulation to help individuals or couples avoid unplanned pregnancies; bring about wanted births; regulate the intervals between pregnancies; and plan the time at which births occur in relation to the age of parents. It may include the study of fetology. It may include marital and genetic information. Clinical abortion shall not be considered a method of family planning, nor shall abortion be taught as a method of reproductive health.

MCL 380.1507b, MCL 388.1766

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Legal M.C.L 380.1507, 380.1169, 388.1766

Last Modified by Beverly White on April 29, 2024

Revised policy 6320, Purchasing, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-180**

FOR ACTION

Subject:

Revised Policy 6320 Purchasing (Technical correction), 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **6320 Purchasing (Technical correction).**

Facts / Statistics:

A technical correction is being made to include a cross reference to Policy 6350 - Prevailing Wage with the intent of encouraging districts to review all related content during implementation. Also includes miscellaneous grammar/punctuation corrections.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of PURCHASING
Code	po6320
Status	Second Reading
Adopted	July 11, 2005
Last Revised	December 14, 2015

6320 - **PURCHASING**

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative procedures. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3110, and Policy 4110 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgement.

Each year, year the State of Michigan informs the School of the legal amount for purchases which require a formal bidding process of a single item.

Purchases in a single transaction that are in excess of the dollar amount permitted by State statute shall require competitive bids and, whenever possible, have at least three (3) such bids for substantiation of purchase and shall require approval of the Board prior to purchase.

Competitive bids are not required for items purchased through the cooperative bulk purchasing program operated by the Michigan Department of Management and Budget pursuant to M.C.L. 18.1263

Competitive bids are not required for food purchases, unless food purchased in a single transaction costs \$100,000 or more.

Bids shall be sealed and shall be opened by the Chief Financial Officer in the presence of at least one (1) witness. All orders or contracts should be awarded to the lowest responsible bidder, however, consideration can be given to:

- A. the quality of the item(s) to be supplied;
- B. its conformity with specifications;
- C. suitability to the requirements of the District;
- D. delivery terms;
- E. past performance of the vendor.

[] In addition to the factors above, the Board may consider and provide a preference to bidders **[CHOOSE OPTION]** (X) which use a Michigan-based business as the primary contractor. (X) which use one (1) or more Michigan-based ~~businesses~~ business as subcontractors. **[END OF OPTIONS]**

[END OF OPTIONS]

For purposes of this preference, preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the business certifies that, ~~businesses certify that~~ since inception or during the last twelve (12)

months, months it has done one (1) one of the following:

- A. **have filed a Michigan business tax return showing an allocation of income tax base to Michigan**
- B. **have filed a Michigan income tax return showing income generated in or attributed to Michigan**
- C. **withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury**

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

The Board reserves the right to reject any and all bids.

- A. Contracts can be awarded by the Superintendent without Board approval for any single item or group of identical items costing less than the State bid threshold. All other contracts require Board approval prior to purchase.
- B. The Board shall be informed of the terms and conditions of all competitive bids and shall award contracts as a consequence of such bids.

Bid Protest

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request for Proposals (RFP) or the individual bid specifications ~~package~~ ~~package~~, for resolution. Bid protests must be filed in writing with the Office of the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

General Provisions

The Superintendent is authorized to purchase all items within budget allocations.

- A. The Board should be advised, for prior approval, of all purchases of equipment, materials, and services when the purchase **[CHOOSE FROM FOLLOWING OPTIONS]** () was not contemplated during the budgeting process. () exceeds the () line item () function **[END OF OPTIONS]** by \$ _____ or 100 percent (100 %). ~~was not contemplated during the budgeting process.~~
- B. The Superintendent is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the schools in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

In order to promote efficiency and economy in the operation of the school, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be ~~shipped, shipped~~ but with staggered delivery dates, shall be made a part of the bid specifications.

Before placing a purchase order, the Superintendent shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the school. All purchase orders shall be numbered consecutively.

The Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

Procurement – Federal Grants

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (34 C.F.R. 80.36) for the administration and management of Federal grants and Federally funded federally-funded programs. The District shall maintain a compliance system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of this policy and administrative guidelines (AG 6320A).

[NOTE: The intent of the purchasing policy is to establish several levels at which purchasing can occur and to determine at what level Board involvement is required, when it is necessary to get a simple "quote" and when the "competitive bid" procedure is required required]

**[Cross References:
po6350]**

Revised 2/25/13

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Legal M.C.L. 380.1267, 380.1274 et seq.

Last Modified by Beverly White on April 29, 2024

Revised policy 6321, New School Construction, Renovation, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-181**

FOR ACTION

Subject:

Revised Policy 6321 – New School Construction, Renovation (Technical Correction), 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **6321 – New School Construction, Renovation (Technical Correction).**

Facts / Statistics:

A technical correction is being made to include a cross reference to Policy 6350 - Prevailing Wage with the intent of encouraging districts to review all related content during implementation. Also includes miscellaneous grammar/punctuation corrections.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of NEW SCHOOL CONSTRUCTION, RENOVATION
Code	po6321
Status	Second Reading
Adopted	April 1, 2006
Last Revised	October 28, 2019

6321 - NEW SCHOOL CONSTRUCTION, RENOVATION

Before commencing construction of any new school building or the major renovation of an existing school building, the Board of Education shall consult on the plans for construction or major renovation regarding school safety issues with the law enforcement agency that is the first responder for the school building at issue. For purposes of this paragraph, school building means any building intended to be used to provide instruction to students and any recreational or athletic structure or field intended to be used by students.

Before beginning construction of a new school building, or an addition, repair, repair or renovation of an existing school building, except emergency repairs, the Board of Education, shall obtain competitive bids on all the material and labor required for the complete construction of a proposed new building or addition to or repair or renovation of an existing school building which exceeds the State statutory limit.

This policy does not apply to buildings, renovations, or repairs costing less than the statutory limit or to repair work normally performed by District employees.

The Board shall advertise for the bids required under subsection:

- A. By placing an advertisement for bids at least once in a newspaper of general circulation in the area where the building or addition is to be constructed or where the repair or renovation of an existing building is to take place and by posting an advertisement for bids for at least two (2) weeks on the Department of Management and Budget website, website on a page on the website maintained for this purpose or on a website maintained by a school organization and designated by the Department of Management and Budget for this purpose.
- B. By submitting the request for bids for placement on the Michigan Department of Management and Budget's website for school organizations, including a link to the District's website.
- C. The advertisement for bids shall do all of the following:
 1. specify the date and time by which all bids must be received by the Board at a designated location;
 2. state that the Board will not consider or accept a bid received after the date and time specified for bid submission;
 3. identify the time, date, and place of a public meeting at which the Board or its designee will open and read aloud each bid received by the Board by the date and time specified in the advertisement;
 4. state that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Board or the Superintendent of the District. A Board shall not accept a bid that does not include this sworn and notarized disclosure statement.
- D. The Board shall require each bidder for a contract under this policy, policy, to file with the Board security in an amount not less than one-twentieth (1/20) 1/20 of the amount of the bid conditioned to secure the District from loss or damage by reason of the withdrawal of the bid or by the failure of the bidder to enter a contract for performance, if the bid is accepted by the Board.

- E. The Board shall not open, consider, or accept a bid that the Board receives after the date and time specified for bid submission in the advertisement for bids as described in subsection C of this policy.
- F. At a public meeting identified in the advertisement for bids described in subsection C of this policy, the Board or its designee shall open and read aloud each bid that the Board received at or before the time and date for bid submission specified in the advertisement for bids. The Board may reject any or all bids, and if all bids are rejected, shall readvertise in the manner required by this policy.

[] The Board may consider and provide a preference to bidders **[CHOOSE AN OPTION]** (~~X~~) which use a Michigan-based business as the primary contractor. () which use one (1) or more Michigan-based business(es) as subcontractors **[END OF OPTIONS]**

For purposes of this preference, preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the business certifies that, ~~businesses certify that~~ since inception or during the last twelve (12) months, ~~months~~ the business it has done one (1) one of the following:

have filed a Michigan business tax return showing an allocation of income tax base to Michigan

have filed a Michigan income tax return showing income generated in or attributed to Michigan

withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

- G. The competitive bid threshold amount specified in this policy is adjusted each year by multiplying the amount for the immediately preceding year by the percentage by which the average consumer price index for all items for the twelve (12) months ending August 31st of the year in which the adjustment is made differs from that index's average for the twelve (12) months ending on August 31st of the immediately preceding year and adding that product to the maximum amount that applied in the immediately preceding year, rounding to the nearest whole dollar. The current exempt amount must be confirmed with the Michigan Department of Education prior to issuing contracts for construction, renovation, or repair which exceed the amount listed in this policy.

**[Cross References:
po6350]**

Revised 1/10/10

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Legal M.C.L. 380.1267
M.C.L. 380.1264

Last Modified by Beverly White on April 29, 2024

Revised policy 6325, Procurement – Federal Grants/Funds, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-182**

FOR ACTION

Subject:

Revised Policy 6325 – Procurement Federal Grants/Funds (Technical Correction), 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **6325 – Procurement Federal Grants/Funds (Technical Correction).**

Facts / Statistics:

A technical correction is being made to include a cross reference to Policy 6350 - Prevailing Wage with the intent of encouraging districts to review all related content during implementation. Also includes miscellaneous grammar/punctuation corrections.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of PROCUREMENT - FEDERAL GRANTS/FUNDS
Code	po6325
Status	Second Reading
Adopted	June 27, 2016
Last Revised	October 25, 2023

6325 - **PROCUREMENT - FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall have and use a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326) including affirmative steps for small and minority businesses and women's business enterprises, for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

When required by Federal program legislation, all Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3110 and Policy 4110 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase, and where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions for the acquisition of property or services required under a Federal award shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or

invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business;
- B. unnecessary experience and excessive bonding requirements;
- C. noncompetitive pricing practices between firms or between affiliated companies;
- D. noncompetitive contracts to consultants that are on retainer contracts;
- E. organizational conflicts of interest;
- F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- G. any arbitrary action in the procurement process.

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list **INSERT FREQUENCY; SEE DRAFTING NOTE continuously.**

DRAFTING NOTE:rafting Note: The District shall allow vendors not on the pre-qualified list to apply for placement on the list periodically. The District may determine how frequently the pre-qualified list becomes open for new vendors or whether it is open continuously.]

The District shall require that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to provide maximum open and free competition. The District shall not preclude potential bidders from qualifying during the solicitation period.

Solicitation Language (Purchasing Procedures)

The District shall have written procurement procedures that require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall have and use documented procedures, consistent with the standards described above for the following methods of procurement:

A. Informal Procurement Methods

When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are not required. The District may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the simplified acquisition threshold include:

1. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which is not to exceed ~~\$10,000~~ \$5,000. To the maximum extent practicable, the District should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable based on research, experience, purchase history, or other relevant information, and documents are filed accordingly. The District shall maintain evidence of this reasonableness in the records of all purchases made by this method.

~~[] Unless otherwise defined by State or local law, Districts are responsible for determining and documenting an appropriate micro purchase threshold based on internal controls, an evaluation of the risk, and its documented procurement procedures. The micro purchase threshold used by the District shall be authorized or not prohibited under State, local, or tribal laws or regulations. A District which is qualified as a low risk auditee for the most recent audit (C.F.R. 200.520) may increase the micro purchase threshold up to \$_____ [SEE DRAFTING NOTE].. An eligible District may self certify the micro purchase threshold on an annual basis after completing the annual internal institutional risk assessment to identify, mitigate, and manage financial risks. The self certification, in accordance with C.F.R. 200.334, must include a justification, clear identification of the threshold, and supporting documentation of the qualifications listed above. [DRAFTING NOTE: The Federal regulation allows for a \$50,000 threshold, however, the Revised School Code provides for a lower amount (\$26,046 for the 2021-22 year). While this authority is allowed for an entity qualified as a low risk auditee, Neola does not suggest its use due to the complexity and subjectivity of the mechanism.] Not Recommended~~

2. Small Purchases

Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold established by the State. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources when the item cost exceeds ~~\$5,000~~ \$10,000 and the item is not unique or proprietary.

Districts are responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations (FAR). When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

B. Formal Procurement Methods

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on competition in C.F.R. 200.319 or non-competitive procurement. The formal methods of procurement are:

3. Sealed Bids (Note this should be numbered 1, but I am unable to make change)

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to the amount allowed by Michigan statute and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed the amount allowed by Michigan statute.

In order for sealed bidding to be feasible, the following conditions shall be present:

- a. a complete, adequate, and realistic specification or purchase description is available;
- b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
- c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

- a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
- b. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
- c. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
- e. The Board reserves the right to reject any or all bids for sound documented reason.

2. Proposals

Procurement by proposals is a method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method **DRAFTING NOTE Drafting Note: Like sealed bids, Federal law does not require a competitive proposal unless the procurement is for over \$250,000. The State/District may set a lower threshold for sealed bids and competitive proposals. Michigan law stipulates a threshold for which sealed bids are required. The competitive threshold for the 2021-22 year is \$26,046, effective October 7, 2021. (See Policy 6320.)**

If this method is used, the following requirements apply:

- a. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
- b. Proposals shall be solicited from an adequate number of sources.
- c. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
- d. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E ~~that~~ firms are a potential source to perform the proposed effort.

E. Noncompetitive Procurement

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one (1) or more of the following circumstances apply:

1. micro-purchases
2. the item is available only from a single source
3. the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation
4. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
5. after solicitation of a number of sources, competition is determined to be inadequate

Domestic Preference for Procurement

As appropriate and to the extent consistent with law, the District shall, to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Such requirements shall be included in all subawards including all contracts and purchase orders for work or products under the Federal award.

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time-and-materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. A time-and-materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy- two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

**[Cross References:
po6350]**

Revised 10/28/19
Revised 2/22/21
Revised 3/8/23

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Legal 2 C.F.R. 200.317 - .326, Appendix II to Part 200
 2 C.F.R. 200.520

Last Modified by Beverly White on April 30, 2024

New policy 6350, Prevailing Wage, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-183**

FOR ACTION

Subject:

New Policy 6350 – Prevailing Wage, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **New Policy 6350 – Prevailing Wage.**

Facts / Statistics:

This policy has been added because Michigan's Prevailing Wage Act has been restored and will take effect in March of 2024.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book Policy Manual
 Section BOARD POLICIES UNDER CONSIDERATION
 Title (NEW) PREVAILING WAGE
 Code po6350
 Status Second Reading

6350 - PREVAILING WAGE

[] The Superintendent shall designate a Prevailing Wage Coordinator for the District who shall be tasked with ensuring compliance with State and Federal regulations concerning prevailing wage rate.

[END OF OPTION]

[DRAFTING NOTE: If a District selects the above option, the District should also select "Prevailing Wage Coordinator" in the two (2) options below. If the District did not select the above option, select "Superintendent" in the two (2) options below. As a reminder, Superintendent includes the Superintendent's designee by definition. See po0100.]

The (x) Superintendent () Prevailing Wage Coordinator [END OF OPTION] shall oversee the District's obligations under M.C.L. 480.1101, et seq. including, but not limited to, ensuring the following:

- A. A contract for a State Project, entered into pursuant to advertisement and invitation to bid, which requires or involves the employment of Construction Mechanics shall not be approved unless the wage and fringe benefits rate in the contract are not less than the prevailing rates in the Locality in which the work is to be performed.
- B. Before advertising for bids on a State Project, the (X) Superintendent () Prevailing Wage Coordinator [END OF OPTION] shall ask the Commissioner to determine the prevailing rates of wages and fringe benefits for all classes of Construction Mechanics called for in the contract.
- C. A schedule of these rates shall be made part of the specifications for the work to be performed and shall be printed on the bidding forms.
- D. If a contract is not awarded or construction is not undertaken within ninety (90) days of the date of the Commissioner's determination of prevailing rates, the Commissioner must make a redetermination before the contract is awarded.
- E. Every contractor and subcontractor must fulfill its obligations under the statute relating to prevailing wages on State Projects.
- F. Every contract for a State Project must contain the statutory language providing that Construction Mechanics are intended beneficiaries of the contractual prevailing wage, fringe benefit, and non-discrimination, non-retaliation requirements, and provide that any Construction Mechanic aggrieved by the failure of a contractor or subcontractor to pay prevailing wages or benefits as specified in the contract or retaliation associated therewith, may bring an action in a court of competent jurisdiction against the contractor or subcontractor for damages or injunctive relief along with other remedies prescribed by statute.
- G. The District shall maintain certified payroll records and other records required by law for a minimum of three (3) years.

Contracts on State Projects which contain provisions regarding payment of prevailing wages as determined by the United States Secretary of Labor or which contain minimum wage schedules which are the same as prevailing wages in the Locality as determined by collective bargaining agreements or understandings between bona fide organizations of Construction Mechanics and their employers are exempt from the above requirements.

Additionally, the above requirements do not apply to a State Project if it was paid for, in whole or in part, from revenues from a millage that was authorized under the revised school code, if the millage was authorized before February 13, 2024.

Definitions

Commissioner means the Department of Labor and Economic Opportunity.

Construction Mechanic means a skilled or unskilled mechanic, laborer, worker, helper, assistant, or apprentice working on a State Project but shall not include executive, administrative, professional, office, or custodial employees.

Locality means the county, city, village, township, or school district in which the physical work on a State Project is to be performed.

State Project means new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of public buildings, schools, works, bridges, highways, or roads authorized by a contracting agent.

M.C.L. 480.1101, et seq.

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Last Modified by Beverly White on April 29, 2024

Revised policy 7217, Weapons, 2nd Reading

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-184

FOR ACTION

Subject:

Revised Policy 7217 - Weapons, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 7217 – Weapons.**

Facts / Statistics:

This policy has been revised to include references to Michigan Supreme Court decisions establishing that schools are not expressly restricted by existing legislature from regulating firearms

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of WEAPONS
Code	po7217
Status	Second Reading
Adopted	July 11, 2005
Last Revised	October 26, 2009

7217 - **WEAPONS**

The Board of Education prohibits visitors from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the Board for the purpose of school activities approved and authorized by the Board including, but not limited to, property leased, owned, or contracted for by the Board, a school-sponsored event, or in a Board-owned vehicle.

State law establishes a "Weapon-Free School Zone" that extends 1,000 feet from the boundary of any school property.

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including air and gas-powered ~~guns~~ (whether loaded or unloaded), ~~that will expel a BB, pellet, or paintball~~, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.

The Superintendent shall refer a visitor who violates this policy to law enforcement officials and may take any necessary steps to exclude the visitor from Board property and Board-sponsored events.

Exceptions to this policy include:

- A. weapons under the control of law enforcement personnel;
- B. items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved (working firearms and ammunition shall never be approved);
- C. theatrical props used in appropriate settings;
- D. starter pistols used in appropriate sporting events;
- E. firearms that are lawfully stored inside a locked vehicle in school parking areas, if the District adopts appropriate safeguards to provide for student safety. This does not apply to student vehicles.

These restrictions shall not apply in the following circumstances to persons who are properly licensed to carry a concealed weapon:

- A. A parent or legal guardian of a student of the school may carry a concealed weapon while in a vehicle on school ~~property~~ ~~property~~, if ~~the parent or legal guardian~~ ~~s/he~~ is dropping the student off at the school or picking up the child from the school.
- B. A county corrections officer, a member of a Sheriff's posse, a police or ~~sheriff~~ ~~sheriffs~~ reserve or auxiliary officer, ~~or~~ a State Department of Corrections parole or corrections officer, a private investigator, a Michigan State Police motor carrier officer or Capitol security officer, a State court judge, a security officer required by the employer to carry a concealed weapon while on the premises.
- C. A retired police or law enforcement officer or a retired State court judge.

M.C.L. 28.425o, 123.1101, 750.222

20 U.S.C. 4141 (g)

Michigan Gun Owners, Inc. v. Ann Arbor Public Schools

Michigan Open Carry, Inc. v. Clio Area School District

Revised 4/06

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Legal

18 U.S.C. 922

M.C.L.A. 28.425o

20 U.S.C. 4141(g)

Last Modified by Beverly White on April 29, 2024

**Revised policy 7540.03, Student Technology
Acceptable Use and Safety, 2nd Reading**

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-185**

FOR ACTION

Subject:

Revised Policy 7540.03 - Student Technology Acceptable Use and Safety, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 7540.03 - Student Technology Acceptable Use and Safety.**

Facts / Statistics:

This policy has been revised to include optional language addressing artificial intelligence and to include a cross reference to Policy 5500 - Student Conduct.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY
Code	po7540.03
Status	Second Reading
Adopted	July 11, 2005
Last Revised	October 25, 2023

7540.03 - **STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY**

Technology directly affects the ways in which information is accessed, communicated, and transferred in society. Educators are expected to continually adapt their means and methods of instruction, and the way they approach student learning, to incorporate the latest technologies. The Board of Education provides Information & Technology Resources (as defined in Bylaw 0100) (collectively, "District Information & Technology Resources") to support the educational and professional needs of its students and staff. With respect to students, District Information & Technology Resources afford them the opportunity to acquire the skills and knowledge to learn effectively and live productively in a digital world. The Board provides students with access to the Internet for educational purposes only and utilizes online educational services to enhance the instruction delivered to its students. The District's computer network and Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its stated educational purpose.

The Board regulates the use of District Information & Technology Resources in a manner consistent with applicable local, State, and Federal laws, the District's educational mission, and articulated expectations of student conduct as delineated in the Student Code of Conduct. This policy and its related administrative guidelines and the Student Code of Conduct govern students' use of District Information & Technology Resources and students' personal communication devices when they are connected to District Information & Technology Resources, including online educational services/apps, regardless of whether such use takes place on or off school property. (see Policy 5136).

Students are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using District Information & Technology Resources (including, but not limited to, privacy in the content of their personal files, messages/e-mails, and records of their online activity)

While the Board uses various technologies to limit students using its Information & Technology Resources to only use/access online education services/apps and resources that have been pre-approved for the purpose of instruction, study, and research related to the curriculum, it is impossible to prevent students from accessing and/or coming in contact with online content that has not been pre-approved for use by students of certain ages. It is no longer possible for educators and community members to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them) when significant portions of students' education take place online or through the use of online educational services/apps,

Pursuant to Federal law, the Board implements technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act (CIPA). At the discretion of the Board or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using District Information & Technology Resources, if such disabling will cease to protect against access to materials that are prohibited under CIPA. Any student who attempts to disable the technology protection measures will be disciplined

The Superintendent or Network coordinator may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material, if access to such sites has been mistakenly, improperly, or inadvertently blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures.

Parents are advised that a determined user may be able to gain access to online content and/or services/apps that the Board has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to content that they and/or their parents may find inappropriate, offensive, objectionable, or controversial.

Parents of minors are responsible for setting and conveying the standards that their children should follow when using the internet.

Pursuant to Federal law, students shall receive education about the following:

- A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communications
- B. the dangers inherent with the online disclosure of personally identifiable information;
- C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc...) cyberbullying and other unlawful or inappropriate activities by students online, and
- D. unauthorized disclosure, use, and dissemination of personally-identifiable information regarding minors,

Staff members shall provide guidance and instruction to their students regarding the appropriate use of District Information & Technology Resources and online safety and security as specified above. Furthermore, staff members will monitor the online activities of students while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

All District Information & Technology Resources users (and their parents if they are minors) are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

In order to keep District Information & Technology Resources operating in a safe, secure, efficient, effective, and beneficial manner to all users, students are required to comply with all District-established cybersecurity procedures including but not limited to, the use of multi-factored authentication for which they have been trained. Principals are responsible for providing such training on a regular basis and measuring the effectiveness of the training.

Students responsible for good behavior when using District Information & Technology Resources - i.e., behavior comparable to that expected of students when they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature. General school rules for behavior and communication apply. The Board does not approve any use of District Technology Resources that are not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.

Students may only use District Information & Technology Resources to access or use social media if it is done for educational purposes in accordance with their teacher's approved plan for such use.

X] Use of Artificial Intelligence/Natural Language Processing Tools For School Work

Students are required to rely on their own knowledge, skills, and resources when completing school work. In order to ensure the integrity of the educational process and to promote fair and equal opportunities for all students, except as outlined below, the use of Artificial Intelligence (AI) and Natural Language Processing (NLP) tools (collectively, "AI/NLP tools") is strictly prohibited for the completion of school work. The use of AI/NLP tools, without the express permission/consent of a teacher, undermines the learning and problem-solving skills that are essential to academic success and that the staff is tasked to develop in each student. Students are encouraged to develop their own knowledge, skills, and understanding of course material rather than relying solely on AI/NLP tools and they should ask their teachers when they have questions and/or need assistance. Unauthorized use of AI/NLP tools is considered a form of plagiarism and any student found using these tools without permission or in a prohibited manner will be disciplined in accordance with the Student Code of Conduct.

Notwithstanding the preceding, students can use AI/NLP tools in the school setting if they receive prior permission/consent from their teacher, so long as they use the AI/NLP tools in an ethical and responsible manner. Teachers have the discretion to authorize students to use AI/NLP tools for the following uses:

- A. **Research assistance:** AI/NLP tools can be used to help students quickly and efficiently search for and find relevant information for their school projects and assignments.
- B. **Data Analysis:** AI/NLP tools can be used to help students to analyze, understand, and interpret large amounts of data, such as text documents or social media posts. This can be particularly useful for research projects or data analysis assignments – e.g., scientific experiments and marketing research.
- C. **Language translation:** AI/NLP tools can be used to translate texts or documents into different languages, which can be helpful for students who are learning a new language or for students who are studying texts written in a different language.
- D. **Writing assistance:** AI/NLP tools can provide grammar and spelling corrections, as well as suggest alternative word choices and sentence structure, to help students improve their writing skills.
- E. **Accessibility:** AI/NLP tools can be used to help students with disabilities access and understand written materials. For example, text-to-speech software can help students with specific learning disabilities or visual impairments to read texts and AI-powered translation tools can help students with hearing impairments understand spoken language.

As outlined above, under appropriate circumstances, AI/NLP tools can be effectively used as a supplement to and not a replacement for traditional learning methods. Consequently, with prior teacher permission/consent, students can use such resources to help them better understand and analyze information and/or access course materials. If a student has any questions about whether they are permitted to use AI/NLP tools for a specific class assignment, they should ask their teacher.

[END OF OPTION]

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District Information & Technology Resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the Superintendent and Network Coordinator as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to students' use of the District Information & Technology Resources.

Revised 1/25/10
 Revised 10/24/11
 Revised 8/27/12
 Revised 12/8/14
 Revised 12/11/17

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Legal

P.L. 106-554, Children's Internet Protection Act of 2000

P.L. 110-385, Title II, Protecting Children in the 21st Century Act

18 U.S.C. 1460

18 U.S.C. 2246

18 U.S.C. 2256

20 U.S.C. 6777, 9134 (2003)

20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)

47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)

47 C.F.R. 54.500-54.523

Last Modified by Beverly White on April 29, 2024

Revised policy 8321, Criminal Justice Information, 2nd Reading

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-186

FOR ACTION

Subject:

Revised Policy 8321 – Criminal Justice Information Security (Non-Criminal Justice Agency),
2nd- reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 8321 – Criminal Justice Information Security (Non-Criminal Justice Agency)**

Facts / Statistics:

This policy has been revised to include the latest revisions to information security required of criminal history record information (CHRI) required by the Federal Bureau of Investigation (FBI) and the Michigan State Police (MSP). These revisions are being recommended due to the need to reflect the current state of federal and state regulations pursuant to a Michigan State Policy (MSP) audit conducted in March to ensure district compliance.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	Board Policies Under Consideration
Title	CRIMINAL JUSTICE INFORMATION SECURITY (NON-CRIMINAL JUSTICE AGENCY)
Code	po8321
Status	Second Reading
Adopted	February 25, 2013
Last Revised	May 24, 2021

8321 - CRIMINAL JUSTICE INFORMATION SECURITY (NON-CRIMINAL JUSTICE AGENCY)

The District is required by State law to have the Michigan State Police (MSP) obtain both a State and a Federal Bureau of Investigation (FBI) criminal history record information (CHRI) background check report for all employees of the District and contractors, vendors and their employees who work on a regular and continuous basis in the District. To assure the security, confidentiality, and integrity of the CHRI background check information received from the MSP/FBI the following standards are established:

A. Sanctions for Non-Compliance

Employees who fail to comply with this policy and any guidelines issued to implement this policy will be subject to discipline for such violations. Discipline will range from counseling and retraining to discharge, based on the nature and severity of the violation. All violations will be recorded in writing, with the corrective action taken. The Superintendent shall review, approve, sign and date all such corrective actions.

B. Local Agency Security Officer (LASO)

The Human Resources Coordinator shall be designated as the District's Security Officer and shall be responsible for overall implementation of this policy and for data and system security. This shall include:

1. ensuring that personnel security screening procedures are being followed as set forth in this policy;
2. ensuring that approved and appropriate security measures are in place and working as expected;
3. supporting policy compliance and instituting the CSA incident response reporting procedures;
4. ensuring the CSA ISO is promptly informed of any security incidents involving the abuse or breach of the system and/or access to criminal justice information;
5. to the extent applicable, identifying and documenting how District equipment is connected to the Michigan State Police system;
6. to the extent applicable, identify who is using the Michigan State Police approved hardware, software and firmware, and ensuring that no unauthorized individuals have access to these items.
7. Review and update information security policy/procedures annually or after security incidents involving CHRI
8. Employ one or more of the following techniques to increase the security and privacy awareness of system users: displaying posters; offering supplies inscribed with security and privacy reminders; displaying logon screen messages; generating email advisories or notices from organizational officials; conducting awareness events.

The District's LASO shall be designated on the appropriate form as prescribed and maintained by the Michigan State Police.

C. Agency User Agreements

The District shall enter into any required User Agreement for Release of CHRI ("User Agreement") required, and future amendments, by the Michigan State Police necessary to access the required CHRI on applicants, volunteers, and all other statutorily required individuals, such as contractors and vendors and their employees assigned to the District. The LASO shall be responsible for the District's compliance with the terms of any such User Agreement.

D. Personnel Security

Authorized users/personnel shall be individuals who have been appropriately vetted through a national fingerprint-based background check, as required by school safety legislation, and have been granted access to CHRI data, wherein access is only for the purpose of evaluating an individual's qualifications for employment or assignment.

1. **Subsequent Arrest/Conviction** - If an individual granted access to criminal justice information is

subsequently arrested and/or convicted, access shall be suspended immediately until the matter is reviewed by the LASO to determine if continued access is appropriate. Such determination shall be recorded in writing, signed, dated and maintained with the individual's file. In the event that the LASO has the arrest/conviction, the Superintendent (if not the designated LASO) shall make the determination.

2. **Public Interest Denial** - If the LASO determines that access to criminal justice information by any individual would not be in the public interest, access shall be denied whether that person is seeking access or has previously been granted access. Such decision and reasons shall be in writing, signed, dated and maintained in the individual's file.
3. **Approval for Access** - All requests for access to criminal justice information shall be as specified and approved by the LASO. Any such designee must be an employee of the District. The District must maintain a readily accessible list that includes the names of all LASO approved personnel with access to criminal justice information, as well as the reason for providing each individual access. This list shall be made available to Michigan State Police upon request.
4. **Termination of Employment/Access** - Within twenty-four (24) hours of the termination of employment, all access to criminal justice information shall be terminated immediately for that individual, such as closing the individual's account and/or blocking access to any systems containing such information at the District.
5. **Transfer/Re-assignment** - When an individual who has been granted access to criminal justice information has been transferred or re-assigned to other duties, the LASO shall determine whether continued access is necessary and appropriate. If not, s/he shall take such steps as necessary to block further access to such information.

E. Media Protection

Access to electronic and physical media in all forms, which contains criminal history background information provided by the Michigan State Police through the statutory record check process, is restricted to authorized individuals only. Only individuals involved in the hiring process of District employees, including contractors and vendors who act on behalf of, and work on a regular and continuous basis in, the District, shall be authorized to access electronic and physical media containing CHRI.

1. **Media Storage and Access** – All electronic and physical media shall be stored in a physically secure location or controlled area, such as locked office, locked cabinet or other similarly secure area(s) which can only be accessed by authorized individuals. If such security cannot be reasonably provided, then all electronic CHRI background data shall be encrypted. Electronic media shall be stored on a District or School server. Storage on a third party server, such as cloud service, is not permitted. Storage of electronic media must conform to the requirements in AG 8321.
2. **Media Transport** – Electronic and physical media shall only be transported upon sufficient justification approved by the LASO. Digital and physical media shall be protected when being transported outside of a controlled area. Only authorized individuals shall transport the media. Physical media (e.g. printed documents, printed imagery, etc.) shall be transported using a locked container, sealed envelope, or other similarly secure measure. To the extent possible, digital media (e.g., hard drives and removable storage devices such as disks, tapes, flash drives and memory cards) shall be either encrypted and/or be password protected during the transport process. The media shall be directly delivered to the intended person or destination and shall remain in the physical control and custody of the authorized individual at all times during transport. Access shall only be allowed to an authorized individual.
3. **Media Disposal/Sanitization** – When the CHRI background check is no longer needed, the media upon which it is stored shall either be destroyed or sanitized. The LASO and the Superintendent shall approve in writing the media to be affected. This record shall be maintained by the LASO for a period of at least five (5) years. [Note: the regulations do not specify a specific period for maintaining this information. This time period is suggested as it will likely cover most statutes of limitation and can be retained in digital format.

- a. **Electronic Media** - Sanitization of the media and deletion of the data shall be accomplished by either overwriting at least three (3) times or by degaussing, prior to disposal or reuse of the media. If the media is inoperable or will not be reused, it shall be destroyed by shredding, cutting, or other suitable method to assure that any data will not be retrievable.
 - b. **Physical Media** – Disposal of documents, images or other type of physical record of the criminal history information shall be cross-cut shredded or incinerated. Physical security of the documents and their information shall be maintained during the process by authorized individuals. Documents may not be placed in a waste basket or burn bag for unauthorized individuals to later collect and dispose of. All disposal/sanitization shall be either conducted or witnessed by authorized personnel to assure that there is no misappropriation of or unauthorized access to the data to be deleted. Written documentation of the steps taken to sanitize or destroy the media shall be maintained for ten (10) years, and must include the date as well as the signatures of the person(s) performing and/or witnessing the process. (See also, AG 8321.)
4. **Mobile Devices** – A personally owned mobile device (mobile phone, tablet, laptop, etc.) shall not be authorized to access, process, store or transmit criminal justice information unless the District has established and documented the specific terms and conditions for personally owned mobile devices through a Mobile Device Management (MDM) system. An MDM is not required when receiving CHRI from an indirect access information system (i.e., the system provides no capability to conduct transactional activities on State and national repositories, applications, or services).

F. CHRI Background Check Consent and Documentation

All individuals requested to complete a fingerprint-based CHRI background check must execute Michigan State Police Form RI-088A at time of application and be notified fingerprints will be used to check the criminal history records of the FBI, prior to completing a fingerprint-based CHRI background check. The most current and unaltered Livescan form (RI-030) will satisfy this requirement and must be retained. Individuals subject to a fingerprint-based CHRI background check shall be provided the opportunity to complete or challenge the accuracy of the individual's criminal history record.

Some type of documentation identifying the position for which a fingerprint-based CHRI background check has been obtained must be retained for every CHRI background check conducted, such as the "Agency User Agreement" (RI-087), an offer letter, employment agreement, new hire checklist, employment contract, volunteer background check form, etc.

G. Controlled Area/Physical Protections

All CHRI obtained from the Michigan State Police pursuant to the statutorily required background checks shall be maintained in the Human Resource office area, which is a physically secure and controlled area. The following security precautions will apply to the controlled area:

1. Limited unauthorized personnel access to the area during times that criminal justice information is being processed or viewed.
2. The controlled area shall be locked at all times when not in use or attended by an authorized individual.
3. Information systems devices (e.g., computer screens) and physical documents, when in use, shall be positioned to prevent unauthorized individuals from being able to access or view them.
4. Encryption shall be used for digital storage of criminal justice information. (See AG 8321)

H. Passwords (Standard Authentication)¹

All authorized individuals with access to computer or systems where processing is conducted or containing criminal justice information must have a unique password to gain access. This password shall not be used for any other account to which the individual has access and shall comply with the following attributes and standards:

1. at least eight (8) characters long on all systems
2. not be a proper name or a word found in the dictionary
3. not be the same as the user identification
4. not be displayed when entered into the system (must use feature to hide password as typed)

5. not be transmitted in the clear outside of the secure location used for criminal justice information storage and retrieval
6. must expire and be changed every ninety (90) days
7. renewed password cannot be the same as any prior ten (10) passwords used (See also, AG 8321)

I. Security Awareness Training

All user with authorized access to CJI should be made aware of their individual responsibilities and expected behavior when accessing CJI and the systems which process CJI. All individuals who are authorized by the District to have access to criminal justice information or to systems which store criminal justice information shall have basic security awareness training for new users prior to accessing CJI within six (6) months of initial assignment/authorization and annually every two (2) years thereafter, and when required by system changes or within 30 days of any security event for individuals involved in the event. LASOs require enhanced training on the specific duties and responsibilities of those positions and the impact those positions have on the overall security of information systems. The training shall, to the extent possible, be received through a program approved by the Michigan State Police. A template of the training is provided on the Michigan State Police's website. At a minimum, the training shall comply with the standards established by the U.S. Department of Justice and Federal Bureau of Investigation for Criminal Justice Information Services. (See AG 8321.) A record shall be kept current of all individuals who have completed the security awareness training.

J. Secondary Dissemination of Information

If criminal history background information received from the Michigan State Police is released to another authorized agency under the sharing provision designated by the revised school code, a log of such releases shall be maintained and kept current indicating:

1. the date of release;
2. record disseminated;
3. method of sharing;
4. agency personnel that shared the CHRI;
5. the agency to which the information was released;
6. the name of the individual recipient at the agency; and
7. whether authorization was obtained.

A log entry need not be kept if the receiving agency/entity is part of the primary information exchange agreements between the District and the Michigan State Police. A release form consenting to the sharing of CHRI shall be maintained at all relevant times.

If CHRI is received from another District or outside agency, an Internet Criminal History Access Tool (ICHAT) background check shall be performed to ensure the CHRI is based on personal identifying information, including the individual's name, sex, and date of birth, at a minimum.

Incident Handling and Responses

Information system security incidents shall be tracked using Form CJIS-016 and documented on an ongoing basis. Incident-related information may be obtained from audit monitoring, network monitoring, physical access monitoring, and user/administrator reports. The LASO shall maintain completed security incident reporting forms for three (3) years or until legal action (if warranted) is complete, whichever timeframe is greater. The District shall implement steps for incident handling capabilities, for both digital and physical CHRI media. At a minimum, the following will be implemented:

	Physical - Hard Copy CHRI	Digital - Digitally Saved CHRI
1. Preparation	The CHRI container will be locked at all times in the business office where it is stored. The office must be locked when the office staff is not present.	Firewalls, virus protection, and/or malware/spyware protection shall be implemented and maintained to prevent unauthorized access or intrusion of the information systems.

2. Detection	Unauthorized activities or physical intrusions to the building shall be monitored by building alarm or video surveillance. Doors must be locked and checked at night.	Electronic intrusions shall be monitored and detected by the firewalls, virus protection, and/or malware/spyware protection software.
3. Analysis	The LASO will work with police authorities to determine how the incident occurred and what data was affected.	The LASO shall work with the IT department to determine what systems or data were compromised and affected.
4. Containment	The LASO shall lock uncompromised CHRI information in a secure container, or transport CHRI to a secure area.	The IT department shall stop the spread of any intrusion of the information systems and prevent further damage.
5. Eradication	The LASO shall work with law enforcement to remove any threats and compromised CHRI data.	The IT department shall remove the intrusion of the information systems before restoring the system. All steps necessary to prevent recurrence shall be taken before restoring the system.
6. Recovery	The Police shall handle and/or oversee the recovery of stolen CHRI media. The LASO may contact MSP for assistance in re-fingerprinting if necessary.	The IT department shall restore the agency information system and media to a safe environment.

When an incident involving the security of CHRI or systems with access to CHRI is discovered, the following procedures shall be followed:

A. All personnel are to report suspected incidents to the LASO immediately but not to exceed one (1) hour after discovery, if an incident is confirmed the LASO shall then report the incident to MSP ISO. The LASO shall be notified immediately.

1. Incident response includes a process to determine if notification to individuals is needed, assessment to determine the extent of the harm, and identification of applicable privacy requirements when a breach has occurred.

2. Incident response testing will be conducted annually using the following tests: tabletop or walk-through exercises, simulations, or other agency appropriate tests.

B. The breach shall be assessed and steps taken to correct the situation:

1. access shall be stopped for any unauthorized user;
2. media shall be secured;
3. systems shall be shut down as necessary to avoid further exposure to unauthorized access or dissemination of CHRI;
4. such other steps are deemed necessary by the LASO or authorized personnel involved in assessing the incident.

C. All necessary information regarding the security breach and District responses shall be recorded, analyzed, and preserved, including who was involved in taking incident response measures.

D. The LASO shall be responsible for filing the incident report with the MSP.

The LASO shall monitor MSP information/guidance on incident reports and train authorized users with access to CHRI on detection and response to security incidents.

E. Mobile Device - Incident Handling and Response

1. The LASO shall be notified immediately.
2. The breach shall be assessed and steps taken to correct the situations:
 - a. access shall be stopped immediately, and remotely if necessary, for any authorized user;

b. media shall be secured and steps taken to identify how the incident occurred and what systems or

data were compromised or affected;

- c. systems shall be shut down as necessary to avoid further exposure to unauthorized access or dissemination of CJI;
 - d. such other steps as are deemed necessary by the LASO or authorized personnel involved in assessing the incident.
3. All necessary information regarding the security breach and District responses shall be recorded, analyzed, and preserved, including who was involved in taking incident response measures.
 4. Steps shall be taken to restore the device and media to a safe environment.
 5. The LASO shall be responsible for filing the incident report with the MSP using form CJIS-016. A copy of the completed form shall be retained and produced to MSP upon request.

When a device is lost the District shall document and indicate how long the device has been lost. Special reporting procedures for mobile devices shall apply in any of the following situations:

- a. for a lost device, report if the owner:
 1. believed the device was locked;
 2. believed the device was unlocked;
 3. could not validate the device's locked state.
- b. for a total loss of a device, report if:
 1. CHRI was stored on the device;
 2. the device was locked or unlocked;
 3. capable of remote tracking or wiping of device.
- c. report any compromise of a device when the intrusion occurs while still in the owner's possession
- d. report any compromise outside of the United States

F. Collection of Evidence

Where an information security incident involves legal action against the District or an individual (either civil or criminal), evidence shall be collected, retained, and presented in accordance with the rules of evidence of the relevant jurisdiction(s).

¹Applicable to districts that maintain CHRI within an electronic system of records, such as an electronic database, filing system, record keeping software, spreadsheets, etc. Not applicable if CHRI kept solely via e-mail and/or paper copies.

Revised 3/24/14

Revised 1/25/16

Revised 5/14/18

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Legal

Criminal Justice Information Services - Security Policy (Version 5.2, 2013)

U.S. Dept. of Justice and Federal Bureau of Investigation

Noncriminal Justice Agency Compliance Audit Review, Michigan State Police, Criminal Justice Information Center, Audit and Training Section

Conducting Criminal Background Checks, Michigan State Police, Criminal Justice Information Center

Revised policy 8390, Animal on District Property, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-187**

FOR ACTION

Subject:

Revised Policy 8390 – Animals on District Property (Technical Correction), 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 8390 – Animals on District Property (Technical Correction).**

Facts / Statistics:

A technical correction is being made to correct grammatical errors. This policy has a recommended option for Therapy Dogs which specifies the requirements for allowing certified Therapy Dogs on district property.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of ANIMALS ON DISTRICT PROPERTY
Code	po8390
Status	Second Reading
Adopted	June 24, 2014
Last Revised	October 25, 2023

8390 - ANIMALS ON DISTRICT PROPERTY

Technical Correction Policy - Vol. 38, No. 2

[DRAFTING NOTE: Optional language regarding therapy/comfort animals is included in this template. Note: Neola does not recommend including such animals, due to the liabilities and complexities of such authorization. However, given the widespread nature of such practice, optional language providing structure to such approval is offered for use at the discretion of client districts. It is strongly recommended that such action be thoroughly explored with the district's legal counsel and approval sought from the Board.]

Introduction

The Board of Education recognizes that there are many occasions when animals are present on District property and many reasons for those animals' presence. Animals are commonly utilized by teachers during classroom presentations and are often housed in classrooms and other locations on campus. Additionally, employees, students, parents, vendors, and other members of the public may be accompanied at school by a service or therapy animal in accordance with Federal and State law and this policy.

This policy applies to all animals on District property, including service animals.

Definitions

- A. **"Animal"**: Includes any living creature that is not a human being.
- B. **"Service animal"**: Pursuant to 28 C.F.R. Section 36.104 "means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition."

The Americans with Disabilities Act (ADA) also defines a miniature horse as an animal that can serve as a service animal, so long as the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. To better determine whether the Board must allow for the use of a miniature horse or make modifications to buildings, the Board should refer to Section 35.136 (c) through (i) of the ADA.

C. () "Emotional Support Animal": Emotional support animals provide comfort to individuals but are not trained to perform a specific job or tasks. This definition does not include psychiatric service animals who are properly trained and certified as a "service animal". See 28 C.F.R 36.104.

D. (X) "Therapy Dog": Therapy dogs are dogs who go with their owners to volunteer in settings such as schools, hospitals, and nursing homes for the purpose of providing affection and comfort to aid in a particular purpose, such as healing or learning. A therapy dog in a school setting serves services the function of assisting students in the learning process while providing comfort and affection to specific students or to a group of students. Therapy dogs are not service dogs and do not have the same special access as service dogs (source: American Kennel Club/AKC).

X] [OPTION 1]

[NOTE: The following section should be included in the policy only if the District intends to require this of any animal brought onto District property for official purposes or on a regular/recurring basis.]

Vaccination, Licensing and/or Veterinary Requirements

Animals housed on or brought on to District property for any school purpose, such as to conduct random searches for illegal substances or to support classroom activities, or brought on to District property on a regular basis for any purpose, including service animals, must meet every veterinary requirement set forth in State law and County regulation/ordinance, including but not limited to rabies vaccination or other inoculations required to be properly licensed.

[END OF OPTION 1]

Service Animals for Students

A service animal is permitted to accompany a student with a disability to whom the animal is assigned anywhere on the school campus where students are permitted to be.

A service animal is the personal property of the student and/or parents. The Board does not assume responsibility for training, daily care, or healthcare (X), or supervision, [END OF OPTION]. The Board does not assume responsibility for personal injury or property damage arising out of or relating to the presence or use of service animals on District property or at District-sponsored events.

A service animal that meets the definitions set forth in the ADA and this policy shall be under the control of the student with a disability, or a separate handler if the student is unable to control the animal. A service animal shall have a harness, leash, or other tether, unless either the student with a disability is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the student's control (e.g., voice control, signals, or other effective means), or under the control of a handler other than the student.

If the student with a disability is unable to control the service animal and another person serves as the animal's handler, that individual shall be treated as a volunteer and, as such, will be subject to Policy 4120.09.

Removing and/or Excluding a Student's Service Animal

If a service animal demonstrates that it is not under the control of the student or its handler, the Principal is responsible for documenting such behavior and for determining if and when the service animal is to be removed and/or excluded from school property.

Similarly, in instances when the service animal demonstrates that it is not housebroken, the Principal shall document such behavior and determine whether the service animal is to be removed and/or excluded from school property.

The Principal shall notify the Superintendent when a service animal is removed and/or excluded, and, immediately subsequent to such notification, document the reasons for the removal and/or exclusion.

The Principal's decision to remove and/or exclude a service animal from school property may be appealed in accordance with the complaint procedure set forth in Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

The procedures set forth in Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity do not interfere with the rights of a student and their parents or an eligible student to pursue a complaint with the United States Department of Education's Office for Civil Rights or the Department of Justice.

Eligibility of a Student's Service Animal for Transportation

A student with a disability shall be permitted to access School District transportation with their service animal. There may also be a need for the service animal's handler, if the handler is someone other than the student, to also access School District transportation.

When a service animal is going to ride on a school bus or other Board-owned or leased vehicle, the student and their parents, or eligible student, and the handler is someone other than the student, shall meet with the Principal to discuss critical commands needed for daily interaction and emergency/evacuation, and to determine whether the service animal should be secured on bus/vehicle with a tether or harness.

At the discretion of the **Principal** **Transportation Supervisor** _____ **[END OF OPTIONS]**, an orientation will take place for students and staff who will be riding the bus/vehicle with the service animal regarding the animal's functions and how students should interact with the animal.

The service animal shall board the bus by the steps with the student, not a lift, unless the student uses the lift to enter and exit the bus. The service animal must participate in bus evacuation drills with the student.

While the bus/vehicle is in motion, the service animal shall remain positioned on the floor, at the student's feet.

Situations that would cause cessation of transportation privileges for the service animal include:

- A. the student, or handler, is unable to control the service animal's behavior, which poses a threat to the health or safety of others; or
- B. the service animal urinates or defecates on the bus.

The student and their parents shall be informed of behaviors that could result in cessation of transportation privileges for the service animal, in writing, prior to the first day of transportation.

If it is necessary to suspend transportation privileges for the service animal for any of the above reasons, the decision may be appealed to the Transportation Supervisor Principal _____ **[END OF OPTIONS]**. Principal.

Although transportation may be suspended for the service animal, it remains the District's responsibility to transport the student. Furthermore, unless the behavior that resulted in the service animal's removal from the bus is also documented during the school day, the service animal may still accompany the student in school.

Service Animals for Employees

In accordance with Policy 1623, Policy 3123, and Policy 4123 - Section 504/ADA Prohibition Against Disability Discrimination in Employment, the Board provides qualified individuals with disabilities with reasonable accommodation(s). An employee with a disability may request authorization to use a service animal while on duty as such an accommodation. The request will be handled in accordance with the ADA-mandated interactive process.

Service Animals for Parents, Vendors, Visitors, and Others

Individuals with disabilities who are accompanied by their service animals are permitted access to all areas of the District's facilities where members of the public, as participants in services, programs or activities, as vendors, or as invitees, are permitted to go.

Individuals who will access any area of the District's facilities with their service animals should notify the Principal that their service animal will accompany them during their visit.

An individual with a disability who attends a school event will be permitted to be accompanied by their service animal in accordance with Policy 9160 - Public Attendance at School Events.

Non-Service Animals in Schools and Elsewhere on District Property

Animals permitted in schools and elsewhere on District property shall be limited to those necessary to support specific curriculum-related projects and activities, those that provide assistance to a student or staff member due to disability (e.g., seizure disorder), or those that serve as service animals as required by Federal and State Law.

Taking into consideration that some animals can cause or exacerbate allergic reactions, spread bacterial infections, or cause damage and create a hazard if they escape from confinement, the Principal may permit non-service animals to be present in classrooms to support curriculum-related projects and activities only under the following conditions:

- A. the staff member seeking approval to have a non-service animal in their classroom shall:
1. provide a current satisfactory health certificate or report of examination from a veterinarian for the animal;
 2. take precautions deemed necessary to protect the health and safety of students and other staff;
 3. provide that the animal is treated humanely, keeping it in a healthy condition and appropriate housing (e.g., a cage or tank) that is properly cleaned and maintained; and
 4. keep the surrounding areas and sanitary condition at all times;
- B. other staff members and parents of students in areas potentially affected by animals have been notified in writing and adjustments have been made to accommodate verified health-related or other concerns.

Except where required by law, the presence of a non-service animal shall be disallowed if documented health concerns of a student or staff member cannot be accommodated.

[OPTIONAL LANGUAGE] **Not recommended**

Emotional Support Animals for Students

~~An emotional support animal is not granted the same access to school buildings and classrooms as service animals. Unless required by a student's IEP or Section 504 Plan, the District is not required to grant a student's request that the student be permitted to bring an emotional support animal to classes or on school grounds for any purpose. () The Superintendent may grant a student use of an emotional support animal on a case-by-case basis if necessary and not disruptive to the environment or other students. [END OF OPTION]~~

~~Consistent with State and Federal law, authorization for an emotional support animal to be on District grounds may be suspended if the animal is the source of an allergic reaction, causes discomfort or distress to a student or staff member, shows aggression or disruptive behavior, relieves itself inappropriately, or otherwise interferes with the learning environment. Reinstatement of authorization for the animal to be on District grounds requires approval by the () Superintendent () [OTHER] _____ [END OF OPTION]. Authorization for an emotional support animal to be on District grounds may be withdrawn at any time by the Superintendent.~~

[END OF OPTIONAL LANGUAGE]

[OPTION FOR ALLOWING CERTIFIED THERAPY DOGS ON DISTRICT GROUNDS]

Therapy Dogs

Therapy dogs are the personal property of the handler and are specially trained to help students in the assigned classroom, program, or school. Authorization for a therapy dog to be on District grounds may be granted by the (X) Superintendent () building principal () [OTHER] _____ [END OF OPTIONS], provided the following conditions are met each year:

- A. Documentation of certification as a therapy dog from the AKC, Intermountain Therapy Animals (R.E.A.D.), Alliance of Therapy Dogs, Bright and Beautiful Therapy Dogs, Love on a Leash, Pet Partners, Therapy Dogs International, or another certification program recognized by the AKC.
- B. Documentation of an educational purpose for the therapy dog and a regular appraisal period for continuation.

- C. Documentation that the therapy dog is not younger than one (1) year old and is properly licensed according to local requirements.
- D. Documentation from a licensed veterinarian that the therapy dog is current on its vaccinations and immunizations, is free of fleas and ticks, is in good health, is housebroken, and does not pose a danger to the well-being of students or staff.
- E. Documentation of an insurance policy that provides liability insurance for the therapy dog while on District grounds.
- F. Documentation that the handler has completed a background check consistent with Board policy and is prepared to be solely responsible for the therapy dog and the therapy dog's care, cleaning, feeding, and cleanup while on District grounds.
- G. Agreement that the therapy dog and handler will abide by school rules and any specific rules for the therapy dog's presence on District grounds.

Authorization for a therapy dog to be on District grounds will be suspended if the therapy dog is the source of an allergic reaction, causes discomfort or distress to a student or staff member, shows aggression or disruptive behavior, relieves itself inappropriately, or otherwise interferes with the learning environment. Reinstatement of authorization for the therapy dog to be on District grounds requires approval by the () Superintendent () [OTHER] _____. Authorization for a therapy dog to be on District grounds may be withdrawn at any time by the Superintendent.

[END OF OPTIONS]

Revised 6/22/15

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Legal

28 C.F.R. 35.104

Section 504 of the Rehabilitation Act of 1973, as amended (Section 504)

The Americans with Disabilities Act, as amended (ADA)

The Individuals with Disabilities Education Improvement Act (IDEIA)

Last Modified by Beverly White on April 29, 2024

Revised policy 8531, Free and Reduced-Price Meals, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-188**

FOR ACTION

Subject:

Revised Policy 8531 – Free and Reduced-Price Meals, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 8531 – Free and Reduced-Price Meals.**

Facts / Statistics:

This policy has been revised to address the free meal money allocation statutory policy reference (M.C.L. 388.1630d) that states the district must, to be eligible for the funding, take “all efforts to maximize and implement policies that require parents or guardians to fill out relevant family information...” to determine if they qualify for federal free or reduced cost meal reimbursement. In addition, the policy has been revised to include the stigma language moved from AG 8500d - Procedure for the Collection and Payment for Charged Meals.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of FREE AND REDUCED-PRICE MEALS
Code	po8531
Status	Second Reading
Adopted	July 11, 2005

8531 - FREE AND REDUCED-PRICE MEALS

The Board of Education recognizes the importance of good nutrition to each student's educational performance.

The Board shall provide needy children with breakfast and lunch at a reduced rate or at no charge to the student.

Children, eligible for free or reduced-price meals, shall be determined by the criteria established by the Child Nutrition Program. These criteria are issued annually by the Federal government through the State Department of Education.

[DRAFTING NOTE: M.C.L. 388.1630d requires districts who receive funding to provide free school lunch and breakfast under that statute to implement a policy relating to the following. Therefore, the following option is recommended for districts that intend to apply for such funds.]

[X] Parents or guardians will be required to fill out relevant information to determine student eligibility for Federal free or reduced-cost meal reimbursement rates and CEP eligibility determinations.

The Board designates the Superintendent to determine in accordance with Board standards, the eligibility of students for free and/or reduced-price meals.

The schools shall annually notify all families of the availability, eligibility requirements, and/or application procedure for free and reduced-price meals by distributing an application to the family of each student enrolled in the school and shall seek out and apply for such Federal, State, and local funds as may be applied to the District's program of free and reduced-price meals.

[DRAFTING NOTE: This section is NOT optional for districts who receive funding under M.C.L. 388.1631k]

However, in accordance with the provisions outlined in State Aid Section 31k, this procedure prohibits:

- A. the requiring of any student who cannot pay for a school meal or who has a negative meal payment balance to wear a wristband or handstamp;
- B. the requiring of any student who cannot pay for a school meal or who has a negative meal payment balance to perform chores or other work to pay for school meals;
- C. the requiring of any student to dispose of a meal after it has been served because the student is unable to pay for the meal or has a negative meal payment balance;
- D. communicating directly with a student about a student meal debt unless the District has attempted to contact, but has been unsuccessful in communicating with, a student's parent or legal guardian through telephone, mail, and email; and
- E. discussing a negative meal payment balance with a student in the presence of other students.

M.C.L. 388.1630d
M.C.L. 388.1631k

Legal

M.C.L.A. 380.1272 et seq.

42 U.S.C. 1751 et seq.

42 U.S.C. 1771 et seq.

Last Modified by Beverly White on April 29, 2024

Revised policy 8800, Religious/Patriotic Ceremonies and Observances, 2nd Reading

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-189**

FOR ACTION

Subject:

Revised Policy 8800, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 8800 – Religious/Patriotic Ceremonies and Observances.**

Facts / Statistics:

This policy is revised to reflect the recent U.S. Supreme Court decision in Kennedy v Bremerton School District in which the Court clarified the equal importance of and the interaction between the Constitution’s two (2) First Amendment clauses pertaining to religious rights. The Bremerton decision reinforced employees rights to the free exercise of religion such that a First Amendment analysis regarding district action (i.e. discipline or censorship) must consider whether the employee is exercising the staff members’ free exercise rights. As a practical matter, the analysis remains unchanged; however, the Court clarified that the school district officials were not entitled to err on the side of avoiding a violation of the Establishment Clause. Revisions are recommended and if they are not adopted to articulate current law, a District can be exposed to a Constitutional challenge to the policy as facially invalid. Likewise, application of the concepts does require officials to apply the law as described in the policy revisions.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	BOARD POLICIES UNDER CONSIDERATION
Title	Copy of RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES
Code	po8800
Status	Second Reading
Adopted	July 11, 2005
Last Revised	October 28, 2013

8800 - RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES

RELIGIOUS CEREMONIES AND OBSERVANCES

The Board of Education acknowledges that the U.S. Constitution prohibits it from adopting any policy or rule promoting or establishing a religion or any policy that unlawfully restricts any person's free exercise of the individual right to free exercise of religion enjoyed by all persons. Within the confines of this legal framework, the Board adopts the following policy to address the scope of these rights and the District's authority within its own facilities or during events.

~~Decisions of the United States Supreme Court have made it clear that it is not the province of a public school to advance or inhibit religious beliefs or practices. Under the First and Fourteenth Amendments to the Constitution, this remains the inviolate province of the individual and the church of his/her choice. The rights of any minority, no matter how small, must be protected. No matter how well intended, either official or unofficial sponsorship of religiously oriented activities by the school are offensive to some and tend to supplant activities which should be the exclusive province of individual religious groups, churches, private organizations, or the family.~~

As public employees, while on duty and acting within the scope of employment or pursuant to official duties, District staff members shall not use prayer, religious readings, or religious symbols as a devotional exercise or in an act of worship or celebration. Staff are expected to avoid circumstances where the staff member's expression of religious views could be reasonably construed as an endorsement or approval of the message by the school or District. Nothing in this policy or its application shall serve to prohibit or interfere with any staff member's free exercise of their religious views in circumstances not covered by this policy. ~~The District shall not function as a disseminating agent for any person or outside agency for any religious or anti religious document, book, or article. Distribution of such materials on District property by any party shall be in accordance with Policy and Administrative Guidelines 7510 – Use of District Facilities and 9700 – Relations with Special Interest Groups.~~

Nothing in this policy prohibits teaching about various religions and religious practices in a manner consistent with any adopted District course curriculum. This instruction may include discussion of religious holidays and customs in a manner related to the curriculum that does not give the appearance of an endorsement of one religion over other religions or favoring either a system or religious beliefs or of other beliefs, such as atheism or agnosticism. Observance of religious holidays through devotional exercises or acts of worship is also prohibited.

Distribution of any outside organization's materials, including a request by any person wishing to facilitate dissemination of materials on District property, may make a request in accordance with Policy 7510 and AG 7510A - Use of District Facilities and Policy 9700 - Relations with Non-School Affiliated Groups and AG 9700A – Distribution of Materials to Students.

~~Students are not prohibited by this~~ **The Board acknowledges that it is prohibited from adopting any policy or any guideline promulgated pursuant to this policy, from engaging in rule respecting or promoting an establishment of religion or prohibiting any person from** the free, individual, and voluntary exercise or expression of the individual's/person's religious beliefs. However, such exercise or expression may be limited to lunch periods or other non-instructional time periods when individuals are free to associate, **or on an individual basis in a manner that does not disrupt the educational process.**

Observance of religious holidays through devotional exercises or acts of worship is also prohibited. Acknowledgment of, explanation of, and teaching about religious holidays of various religions is encouraged. Celebration activities involving nonreligious decorations and use of secular works are permitted, but it is the responsibility of all faculty members to ensure that such activities are strictly voluntary, do not place an atmosphere of social compulsion or ostracism on minority groups or individuals, and do not interfere with the regular school program.

The Board shall not conduct or sanction a baccalaureate service in conjunction with graduation ceremonies.

The Board shall not include religious invocations, benedictions, or formal prayer at any school-sponsored event.

PATRIOTIC ACTIVITIES AND OBSERVANCES ~~The United States Flag and Pledge of Allegiance~~

The flag of the United States shall be raised above each public school building operated by the District at all times during school hours, weather permitting. This flag shall measure at least ~~four (4)~~4 feet ~~two (2)~~2 inches by ~~eight (8)~~8 feet. A United States flag shall also be displayed in every classroom or other instructional site in which students recite the Pledge of Allegiance.

All students in attendance at school will be provided an opportunity to recite the Pledge each day that school is in session. However, no student shall be compelled to recite the Pledge of Allegiance. No student shall be penalized for failure to participate in the Pledge and the professional staff shall protect any such students from bullying as a result of their not participating in the Pledge.

The building principal or administrator shall be responsible for determining the appropriate time and manner for reciting the Pledge, with due regard to the need to protect the rights and the privacy of a nonparticipating student.

~~X] The District may offer students and staff a Moment of Silence to commemorate a significant event that has a significant impact on the community. The decision to offer a moment of silence shall be the building principal's and/or the Superintendent's decision. No moment of silence shall be described by school officials with reference to religious symbolism or activity. [END OF OPTION]~~

M.C.L. 2.91,
29 C.F.R. 1910.1030

[Cross Reference
po8805]

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Legal M.C.L. 380.1347, 380.1347a, 380.1565
20 U.S.C. 4071 et seq.
Gregoire vs. Centennial School District 907 F2d 1366, (3rd Circuit, 1990)
Lee vs. Weisman, 112 S. Ct 2649, 120 L. Ed. 2d 467 (1992)

Last Modified by Beverly White on April 29, 2024

Revised policy 1100.01, Organizational Chart, 2nd Reading

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-190

FOR ACTION

Subject:

Revised Policy 1100.01, 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 1100.01, District Organizational Chart.**

Facts / Statistics:

The Superintendent shall continually monitor the effectiveness of the District organizational plan and recommend to the Board such modifications in the plan. Modifications in the organizational plan of the schools may be made by the Board upon the recommendation of the Superintendent. The District Organizational chart was last adopted July 11, 2005 and has not been updated to reflect current staffing. Since 2005, there have been several positions eliminated through attrition. This District Organizational Chart reflects current staffing and eliminated positions.

District Goal Addressed:

Routine Business

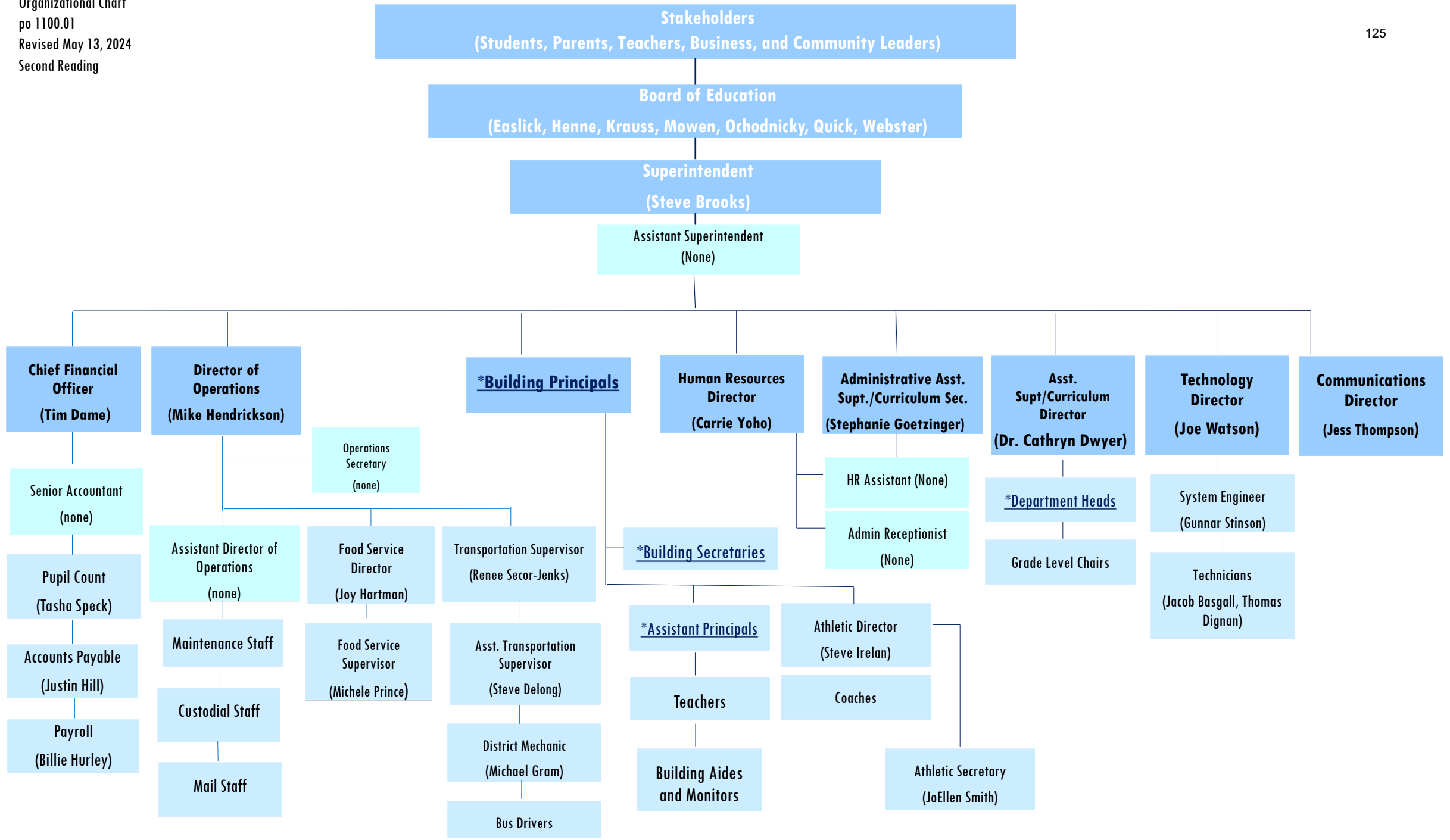
Motion

Seconded

Vote – Ayes

Nays

Motion



ESS Midwest 2024-2025 Contract Renewal

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-191

FOR ACTION

Subject:

Agreement for the continued use of ESS Midwest (formerly PCMI/Willsub) to provide contracted services for the Athletic department for non-employee coaches, Bentley Bright Beginnings non-certified/non-Administrative staff and for special circumstances in which specialized non-union staff are needed

Recommendation:

Resolve that the Board of Education authorize the Superintendent to sign the proposed contract with ESS Midwest (formerly PCMI/Willsub) for the contract for the 2024-2025 fiscal year.

Facts /Statistics:

The original goals of the District have continued to be met with this ongoing relationship which were primarily as follows:

- Provide a mechanism to reduce the costs associated with providing Childcare and preschool services while trying to preserve the programming
- Reduce the costs for coaches in the Athletic area while trying to preserve the programming
- Contract for non-primary educational services in order to satisfy the push from the State to contract for services
- No change in Fees at the current rate of 22.00% effective, if this agreement is approved. The fees for this agreement have been kept consistent and, although, this represents an increase in the cost, it still considered a valuable and viable partnership.

The contracted relationship between ESS Midwest (formerly PCMI/Willsub) for these services has been ongoing since 2011. The services have been deemed to be satisfactory during this time period and beneficial to the District in meeting the goals outlined above. Other opportunities have been reviewed since 2011 and ESS Midwest (formerly PCMI/Willsub) has continued to be determined to be the best fit for the District’s needs. All terms remain of the agreement remain unchanged including rates. The Administrative fee has remained steady over the last several years and ESS has provided assurances that they have attempted to keep the increase to a minimum. Given the uncertainty of the current employment environment, it is considered prudent for the District to continue its relationship with ESS that is known and reliable partner through the last 14 years.

Motion

Seconded

Vote – Ayes

Nays

Motion

ESS Midwest, LLC

HUMAN RESOURCE STAFF PLACEMENT AGREEMENT

This is an Agreement, entered into as of July 1, 2024, by and between **ESS Midwest, Inc.** (the “Company”) located at 212 Kent St, Suite 12, P.O. Box 516, Portland, MI 48875 and the **Owosso Public Schools** located at 645 Alger St., Owosso, MI 48867 (hereinafter referred to as “LEA” for Local Education Agency).

Background

The Company is in the business of providing school staff for LEAs, as well as other related staffing services. The LEA desires to engage the services of the Company on the terms and conditions set forth in this Agreement.

NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

1. Provision of Staff. The Company shall be the exclusive provider of staff listed in Exhibit “A” (hereinafter “Staff”) to fill positions at the request of the LEA on an as-needed basis, using such request mechanism(s), policies and procedures as may be established by the Company from time to time. The Company makes no guarantee that it will be able to fill all requests made by the LEA.

1.1 The LEA agrees that the Company shall be the exclusive contract provider of Staff to the LEA. All or any placement of Staff shall be made pursuant to this Agreement and the processes and procedures established by the Company, be paid by the Company, and be invoiced back to the LEA by Company.

1.2 The LEA will provide a list of staff who the LEA has employed prior to the Agreement and whom the LEA desires to remain in the pool of Staff assigned by the Company to the LEA. The LEA shall provide a written list of such personnel and may update said list, by written addition or deletion of all changes, as appropriate. If the LEA was serviced by another vendor prior to this Agreement, the LEA will also make a good faith effort to produce a list of staff who provided services through this vendor. Subject to the interview, training, background checks and certification requirements included elsewhere in the Agreement, and normal employee responsibilities attendant to employment, the Company will accept such persons for assignment to the LEA. However, as part of the transition process, the LEA certifies that the aforementioned former Staff of the LEA meet the state requirements to serve as Staff (ex. Criminal history, TB Test) for the first 90 days after Company begins services, unless Company is otherwise notified by LEA. The LEA acknowledges that the Staff will be ineligible to accept assignments after said 90 day period if they are determined to be non-compliant with the laws governing educational employees in the State, which shall be Company’s responsibility to determine pursuant to the terms of the Agreement. LEA further agrees to forward to Company any report of criminal activity regarding these Staff from local, state or federal law enforcement or other governmental authorities.

2. Treatment of Staff as Employees of the Company All Staff provided by the Company

will be treated by the LEA as employees of the Company, and not as employees of the LEA, for all purposes, including but not limited to Federal and State income tax purposes. Without limiting the preceding sentence:

2.1 The Company shall maintain all necessary personnel and payroll records for the Staff.

2.2 The LEA shall not be responsible for the payment of the wages and fringe benefits (if any) of the Staff; the Company shall withhold applicable taxes from the wages of the Staff, and shall be responsible for any payroll tax liabilities of an “employer” with respect to the Staff;

2.3 The Company shall provide applicable workers’ compensation insurance coverage for the Staff in such amounts as may be required by law; and

2.4 Staff shall not be eligible for tenure with the LEA or be entitled to participate in any of the LEA’s employee benefit plans, including pension, 403(b), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing.

2.5. In order to provide certain Staff who are obtaining the required initial or renewal State certifications, depending upon state requirements, the LEA recognizes that it may be required to execute certificate/permit/license applications and other related documents, such as a criminal history request as a representative of or on behalf of the Company. If necessary, the LEA designates the Company as its designee to submit a Staff’s credentials to the county or state department of education office to obtain the Staff certifications. The LEA recognizes that it may be required to execute certain documents to allow the Company to perform its function as its designee. In such instances, the LEA is not responsible for any of the obligations of the Company as the employer included in this Paragraph 2.

3. The Company’s Obligations

3.1 The Company will act in good faith to provide Staff who, if needed or applicable, (a) hold a current license and certification for the positions requested by the LEA, (b) have had a completed criminal history and child abuse background check as required by law and/or the applicable Department of Education, (c) have appropriate health screenings, inoculations and tuberculosis testing as required by the state and (d) who shall render services in accordance with applicable laws and procedures of the state and this Agreement.

3.2 In selecting Staff, the Company shall apply such screening and evaluation criteria as it may determine in its sole discretion and as may be required by the applicable law of the jurisdiction in which the services of Staff will be performed. The Company will conduct any additional screening that may be mutually agreed by the Company and the LEA, with an appropriate increase in the Company’s fees, to be agreed to in advance, writing by the LEA.

3.3 The Company seeks to provide Staff that are trained for the requested positions. The Company will provide Staff training as required by the State, including as applicable, classroom management, general rules and procedures applicable to the position, and other

pertinent matters prior to any assignment of said Staff. For existing LEA staff, the Company shall provide training as requested by the LEA for a fee equal to the Company's actual cost.

3.4 The Company expects that the **Staff** assigned to the LEA will perform their services satisfactorily. If the LEA notifies the Company via the company electronic portal that a Staff has not performed satisfactorily within the reasonable discretion of the LEA, along with the clear reasons therefor, the Company will honor the LEA's request not to assign specific **Staff**. This section will in no way affect the right of Company, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. The LEA understands that declining the services of a specific Staff may result in the Company's inability to secure an acceptable alternate if timely notice of the request is not provided.

4. The LEA's Obligations. In connection with **Staff** provided by the Company pursuant to this Agreement, the LEA shall:

4.1 Provide information to the Staff as needed to allow the Staff to fully understand the duties and responsibilities of the placement and promptly report to Company any suspicious, unusual, inappropriate behavior or unsatisfactory performance;

4.2 Provide a safe and suitable workplace that complies with all applicable governmental safety and health standards, statutes, and regulations;

4.3 Provide Staff with (i) adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace (including known violent students, as allowed by applicable law), (ii) emergency procedures, and (iii) school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records. Further, the LEA will provide all Staff with any training appropriate to the needs, duties, responsibilities or knowledge unique to the LEA or otherwise different than would generally be appropriate in other LEAs.

4.4 Not assign Staff to assignments which (i) have sole custody of a single student for an extended period without LEA oversight, (ii) have sole responsibility for more than one classroom of students at a time, (iii) administer or maintain custody of any student medications, (iv) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (v) use any vehicle on behalf of the LEA; (vi) work more than eight (8) hours in a day or more than forty (40) hour per week without notice to Company;

4.5 Assign Staff only to tasks for which they have been requested, unless written consent has been given by the Company. Heavy labor, lifting, or physical activity is prohibited unless required and accepted in the job description.

4.6 Not assign Staff to travel or perform duties off the normal school premises of the LEA except for class trips which are supervised by an LEA teacher;

4.7 If Staff is assigned duties in connection with the LEA's computer systems, maintain appropriate password security and backup copies of all data;

4.8 Maintain appropriate written internal control policies and procedures to ensure

the confidentiality of all student records and appropriately limit the access of Staff to such records;

4.9 Not promise any Staff an increased rate of compensation;

4.10 Comply with any reasonable restrictions imposed by the Company on the responsibilities to be assigned to any Staff;

4.11 Approve and sign paper or electronic forms supplied by the Company documenting the amount of time worked by Staff or, if representatives of the LEA are not available to approve and sign such forms, authorize such forms to be executed by representatives of the Company on behalf of the LEA;

4.12 Be responsible for keeping the Company promptly informed by email (if available) of all Staff on-site changes and any changes in the LEA or building supervisory contact information;

4.13 Comply with all Company policies and procedures to accurately invoice the LEA, process the daily record keeping and other tasks necessary for the Company to administer and track Staff, including but not limited to, sign in and out procedures and related records;

4.14 The LEA shall be solely responsible to control staff absences and any budgetary impact resulting therefrom;

4.15 LEA represents that its actions under this Agreement do not violate its obligations under any agreement that LEA has with any labor union;

4.16 LEA shall cooperate with Company with respect to Company's recruiting efforts and activities, including but not limited to, (i) promptly sharing applications for LEA positions with Company; (ii) adding a link on the front page and employment page of the LEA's website to Company's website, and (iii) reasonably assisting Company with advertising positions on LEA social media accounts;

4.17 If allowable by state procurement law, other LEAs may utilize this Agreement if mutually agreeable to Company.

4.18 LEA shall cooperate and coordinate with Company with respect to Company's development and installation of Company's information technology (IT) systems for the LEA. The LEA understands that failure to cooperate in this regard may lead to a delay in services.

4.19 In the event of a complaint concerning Staff, LEA shall provide Company with a written incident report. Company and LEA agree to cooperate, exchange information, and reasonably permit each other's involvement in any investigatory activities or proceedings to the extent allowable by law.

5. Indemnification and Limitations of Liability.

5.1 **Indemnification of the LEA by the Company.** The Company shall indemnify and hold the LEA's Board, and its agents, employees and Board members harmless from and against all claims or losses incurred, including reasonable attorney's fees, that are proximately

caused by the acts or omissions of the Company, Staff, or other employees or authorized agents of the Company, or by the Company's breach of this Agreement, except that such indemnification shall not apply to any claims or losses for which the Company is entitled to indemnification by the LEA. In addition, the Company's indemnification for any and all claims here under this Agreement shall be expressly limited to the extent of insurance coverage that is paid to the Company for such claims, if any, under the Company's insurance policies required under this Agreement.

5.2 Indemnification of the Company by the LEA. The LEA shall indemnify and hold the Company harmless from and against all claims or losses incurred by the Company, including reasonable attorney's fees, (i) that are proximately caused by the acts or omissions of the LEA or its employees or authorized agents, or by the LEA's breach of this Agreement; or (ii) arise from any injury to Staff or other persons on the premises of the LEA or while performing services on behalf of the LEA and not caused by the acts or omissions of the Company, Staff, or other employees or authorized agents of the Company.

5.3 Notification; Right to Defend. A party incurring any claim or loss for which indemnification may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.

5.4 Limitation of Damages. Under no circumstances shall the Company be liable for special, indirect, consequential, punitive, expectancy, lost profit or goodwill damages, or for damages caused by the unsatisfactory performance of Staff that does not result in a finally adjudicated claim of damages against the LEA brought by a third party.

5.5 Complete Agreement. The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other.

6. Fees and Payment.

6.1. The Company's Pricing Plan, attached hereto as Exhibit A and made a part of this Agreement, is accepted by the LEA. The Company shall submit to the LEA a standard weekly invoice showing in reasonable detail the services provided. For hourly positions, LEA shall pay for all time actually worked by Staff, not scheduled time. Company will comply with any federal, state or local laws, if any, requiring paid leave. If federal, state or local laws require paid leave, LEA will reimburse Company for paid leave days taken by Company staff for a district assignment per the service rate set forth in the pricing exhibit.

6.2 Changes to Pricing Plan. In the event that the LEA requests to increase the established pay rate for Staff from that specifically listed on Exhibit A, or if the LEA requests to establish a new Staff classification or new pay rate to be paid to some or all of the Staff not identified on Exhibit A (e.g., for improved recruitment, retention or for other reasons), the billing rate to the LEA shall be determined by using the markup used on Exhibit A. The LEA shall provide the Company fourteen (14) days prior written notice of its request to change an existing pay rate or establish a new Staff classification and pay rate.

The Company may change the Pricing Plan contained on Exhibit A in the event that government (local, state or federal) mandated labor costs, including but not limited to, employee healthcare or family leave benefits, minimum wage, payroll taxes, or workers compensation rates, which are required by law, regulation or mandate are enacted, implemented, become effective or are increased after the date of this Agreement. The Pricing Plan shall be adjusted as of the effective date of the law, regulation or mandate to reflect the actual cost increase to the Company reasonably calculated on a direct or pro rata basis. For multi-year Agreements or whenever this Agreement is extended, the Pricing Plan will be modified to reflect a cost of living adjustment equal to the lesser of 3% or the applicable consumer price index rate for the LEA for the twelve months preceding the most recent quarterly rate.

6.3 Use or Employment of Staff by the LEA Directly. Company maintains the right to manage the schedule of its employees. Accordingly, if the LEA engages the services of any Staff other than through the Company on a per-diem, hourly or other basis, whether for services covered in this Agreement or otherwise, the LEA shall promptly notify the Company in writing and provide all information as the Company may reasonably request. Furthermore, if LEA hires Staff for services which are provided by Company in accordance with this Agreement, for the lesser of the period for which such Company employee is engaged or the term of this Agreement, the LEA shall calculate and pay to the Company any amounts due by using the daily or hourly markup used on Exhibit A. Failure of the LEA to promptly notify the Company that it has employed Staff may result in the Company continuing to pay wages to the Staff for assignments which are not worked. In such event, the LEA shall be liable to Company for all costs, including wages paid to the Staff, lost markup, and reasonable collection costs.

If LEA hires Staff as a full-time employee of the LEA during the term of this Agreement, LEA shall pay to Company the sum of \$2,500.00. This payment is to reimburse Company for recruitment expenses and lost revenue. This fee shall not be due if the Staff was a “district original”, i.e. previously working for the LEA at the start of this Agreement, or if the Staff has worked ninety (90) or more days of assignments as Staff for the LEA.

6.4 Non-Solicitation of Company Corporate Staff. LEA agrees that during the term of this Agreement and for a period of 12 months after the termination of the Agreement, without obtaining the prior written consent of the Company, neither the LEA nor any of its affiliates shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence or encourage to terminate employment with the Company or employ or engage as an independent contractor any corporate employee of the Company (i.e. employee working for Company in a role other than as “Staff”) with whom the LEA had contact or who became known to the LEA in connection with this Agreement. For the purposes of this section, “Company” also includes Source 4 Solutions LLC.

6.5 Payment. The LEA shall pay the Company upon receipt of invoice via an ACH Debit initiated by Company. If the LEA is unable to provide an ACH initiated by Company, the LEA can elect to provide an ACH or wire transfer. Payment not received within fifteen (15) business days after receipt of invoice will be subject to a \$25.00 late fee and 1% per month service charge. Any dispute of billing must be communicated to Company within 10 days of receipt of invoice. Any adjustments less than 10% of the invoice will not delay payment and will be applied

to the following invoice. LEA shall be liable for all of the Company's reasonable costs of collection, including reasonable attorneys' fees.

6.6 Sales and Use Tax. The LEA represents that it is currently exempt from any sales and use taxes or similar governmental charges or value added tax imposed with respect to the services provided by the Company. If any such taxes or charges are otherwise due or are imposed or become due, they will be the responsibility of the LEA.

7. Term. The term of this Agreement shall begin on July 1, 2024 and shall remain in effect through June 30, 2025. After the initial term the parties may agree to extend or renew this contract for additional terms of three (3) terms of one (1) year each; however either party shall have the right to propose a new or modified agreement for the new contract term. Each renewal or extension of this contract must occur at least ninety (90) days prior to the expiration of the current term of this agreement. Notwithstanding the preceding sentence, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or (ii) in the case of a breach that by the terms of the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. Further, the Company has the right to terminate this Agreement should any student or LEA employee physically or verbally assault or injure a Company's employee, and the LEA does not respond to the incident to the Company's satisfaction. In the event either party terminates this Agreement, the LEA shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.

8. Insurance Coverage. Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by the Company shall include:

8.1 Workers' compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of Staff are performed;

8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and broad form property damage, with a \$2,000,000 combined single limit per occurrence;

8.3 Umbrella coverage with a \$1,000,000 combined single limit per occurrence.

9. Confidentiality & Non-Disparagement. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

At no time during or after the term of this Agreement and for a period of two (2) years thereafter shall either party directly or indirectly disparage the commercial business, professional or financial, as the case may be, reputation of the other party or any of their employees, management, owners or officers.

10. Absentee Management System; Data and Intellectual Property. To provide Staff, Company may utilize its own or the LEA's absentee management system (hereinafter "System") as it is agreed between the parties. Under either method, the Company owns all employee and absence management information data related to Staff. If the Company utilizes the LEA's System, the LEA shall allow and authorize the Company full access to the System (sometimes referred to as "Super User" status) throughout the term of the Agreement and for thirty days after termination. In the event this Agreement is terminated, Company shall have thirty (30) days to remove Company data from the System. All Company data, intellectual property, including processes, procedures and knowhow, trademarks and copyrights, are and shall remain the sole property of the Company.

11. Miscellaneous

11.1 Amendments; Waivers. This Agreement may be amended as agreed between the parties. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

11.2 Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgment, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to the Company shall be sent to the attention of the Company's president at the regular business address of the Company.

11.3 Governing Law. This Agreement shall be governed by the internal laws of the LEA's state without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the federal or state courts located in LEA's County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by the law of the LEA's state.

11.4 Language Construction. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

11.5 Payment of Fees. In the event of a dispute arising under this Agreement finally

resolved through litigation or alternate dispute resolution, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

11.6 Force Majeure. Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of any picket line by a collective bargaining unit shall be considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

11.7 Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

11.8 Signature by Facsimile. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

11.9 Assignment. No party to this Agreement shall assign its rights or duties hereunder, without the prior written consent of the other parties, except that the Company may assign its rights and duties in connection with a sale or other disposition of all or substantially all of its business. Company may also assign e-learning solutions for distance instruction to Proximity Learning, Inc., and special education related services to Academic Staffing, Inc., both ESS wholly owned companies.

11.10 No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

11.11 Binding Effect. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

11.12 Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

11.13 Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

11.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. The LEA and Company agree that in the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

ESS Midwest, Inc.

By _____
Steve Gritzuk, Chief Operating Officer

Date _____

Owosso Public Schools

By _____
Signature

Name and Title

Date _____

EXHIBIT A**PRICING PAID BY THE LOCAL EDUCATION AGENCY TO COMPANY**

Position Title or Service	Type of Employment	Administrative Fee
Sea Turtles	PT/FT	22.0%
Bright Beginnings	PT/FT	22.0%
Coach	Seasonal	22.0%
Instructional Aides	PT/FT	20.0%

ESS will require that the LEA has an employee who has obtained willSub® administrator training. If said willSub® administrator is no longer able to serve as such, the LEA will promptly and at the LEA's expense have a new employee trained as a willSub® administrator.

2024 Door Replacement Bids

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-192

FOR ACTION

Subject:

Awarding of the contract for replacement of interior doors at Washington School and exterior doors at Bryant Elementary.

Recommendation:

Recommend that the Board authorize the Superintendent to contract with Perrin Construction in an amount(s) not to exceed \$237,000 for the purchase and installation of four exterior doors at Bryant Elementary and all interior doors at Washington School. Two bids were received and Perrin Construction was the lowest bid received. We have done work with Perrin Construction in the past and they have successfully completed several projects for us.

Statement of Purpose/Issue:

To award the contract for the above referenced project to upgrade interior and exterior doors at Bryant Elementary and Washington School.

Facts/Statistics:

Upgrading interior and exterior doors in a school is essential for ensuring the safety and security of students, staff, and visitors. Modern doors with advanced locking mechanisms and reinforced materials can significantly enhance the school's ability to control access and prevent unauthorized entry. This is particularly important in emergency situations, where quick and reliable lockdown procedures can save lives. Furthermore, updated doors often come with improved fire resistance and better insulation, contributing to both the physical security and overall safety standards of the school environment. Investing in such upgrades demonstrates a commitment to creating a secure learning atmosphere, where the well-being of everyone on campus is prioritized.

The two bids for the project, being within \$1,500 of each other, indicate a high level of accuracy and reliability in the cost estimates provided by the contractors. This narrow margin suggests that both bidders have conducted thorough assessments of the project requirements, materials and labor costs, resulting in similarly calculated expenses. The close proximity of the bids instills confidence in their precision and implies that the market rates for the work are well-understood and consistently applied. This accuracy not only aids in making an informed decision but also reduces the likelihood of unexpected costs overruns, ensuring the project stays within budget and on schedule.

This project will be funded by the Safety and Security Grant.

Motion

Seconded

Vote – Ayes

Nays

Motion

**AWARDING OF CONTRACT
DOOR PROJECT AT BRYANT AND WASHINGTON
SAFETY & SECURITY GRANT
BIDS RECEIVED ON 5/2/2024**

CONTRACTOR	CONTRACTOR LOCATION	BID
Perrin Construction	Durand, MI	\$237,000
RC Hendrick	Saginaw, MI	\$238,500

Personnel Certified Staff New Hire

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-193

FOR ACTION

Subject:

New Hire

Recommendation:

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

Name	Building/Grade	Recommending Administrator	Salary Schedule Step
Amy Black	OHS/Special Education	Superintendent Steve Brooks	MA Step 13 \$79,991
Ernie Rivers	OHS/Special Education	Superintendent Steve Brooks	MA Step 11 \$73,075
Peyton Rainwater	OHS/English	Superintendent Steve Brooks	BA Step 1 \$43,332
Philip Gould	Bryant/Teacher	Superintendent Steve Brooks	BA Step 2 \$43,956
Dr. Catheryn Dwyer	Assistant Superintendent of Curriculum and Instruction	Superintendent Steve Brooks	Step 10 \$120,548

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

For Future Action

AP Biology Textbooks

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-194

FOR FUTURE ACTION

Subject:

Approval for new AP Biology textbook

Recommendation:

Resolve that the Board of Education approve the purchase of new AP Biology textbooks and electronic software including online versions of the textbook and teaching resources. Additional funds may be made available for training on the use of these resources.

Facts/Statistics:

All AP courses must have materials with a copyright of 10 years or newer. Our current textbook will be out of compliance for the 2024-2025 school year.

The updated edition of *Biology in Focus*, the textbook series we have been using for the past 24 years has been thoroughly revised to fully align with the most recent AP Biology course and exam description (CED). The text and the extensive digital resources include virtual laboratory experiences, dynamic study modules, and features that support teachers and students as they transition to the most up-to-date course framework.

The content has been reorganized to reflect the updated unit organization, science practices and skills, and big ideas, fostering connections that bring students into the modern biological sciences. Students are guided to think like a scientist as they use both deductive and inductive reasoning to evaluate various documents and experiments.

Throughout the 2023-2024 school year, a district team from the OHS science department evaluated various AP Biology textbook options. Staff members examined 3 different AP Biology samples, researched digital textbooks and online learning features, and attended presentations from textbook companies. Our selection is:

Biology in Focus

4th Edition (AP Edition)

- Excellent alignment with the AP curriculum, including significant updates in the CED
- Access to the textbook online along with additional digital learning resources
- Strong alignment with updates to the AP exam for the 2024-2025 school year, as well as quizzes and unit exams throughout the year
- AP Test Bank questions that match the question type, style, scope, and rigor of the AP exam, with real-time progress reports to help students monitor their own progress

- A valuable digital component, including additional extensions and remediation options for teachers to use with students
- Included professional development and digital tutorials for teachers
- Recommend purchase of five textbooks, 15 digital copies and the teacher editions for a total of \$3,395.20.
- The new AP textbook will be paid from new OHS adoption textbook budget

Motion

Seconded

Vote – Ayes

Nays

Motion

AP Psychology Textbooks

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-195

FOR FUTURE ACTION

Subject:

Approval for new AP[®] Psychology textbook

Recommendation:

Resolve that the Board of Education approve the purchase of new AP[®] Psychology textbooks and electronic software including online versions of the textbook and teaching presentations.

Facts/Statistics:

All AP[®] courses must have materials with a copyright of 10 years or newer. Our current textbook will be out of compliance for the 2024-2025 school year.

College Board[®] released an updated Course and Exam Description (CED) in March, 2024 that will take effect in the 2024-2025 school year. The new CED reduces the number of thematic units from 9 to 5 and reorganizes many topics from the previous CED. In addition to the content changes, the exam itself has been greatly modified. The greatest change is in the Free-Response section. Students will now answer one Article Analysis Question, where they will be given a summary of research and will be asked to apply psychology knowledge to that information. They will also answer an Evidence-Based Question, where they will read 3 peer-reviewed study summaries and be required to make a claim about the topic.

The updated edition of Myers' Psychology for the AP[®] Course ©2024, has been thoroughly revised to fully align with the new AP[®] Psychology course and exam. Both the text and digital resources include integrated AP[®] features that support teachers and students as they transition to the new course framework.

The Myers text provides students with a framework that matches the AP[®] Psychology CED, both in scope and sequence. The College Board[®] reorganization includes embedding scientific principles and practices throughout the course, rather than treat it as an independent unit. The Myers text has created a zero unit to introduce these scientific ideas and provides multiple opportunities, both within the student text and through teacher resources, to practice these skills throughout the course.

During the 2023-2024 school year, a district team from the OHS social studies department evaluated various AP[®] Psychology textbook options. Staff members examined two different AP[®] Psychology samples and researched textbooks and online learning features.

AP[®] Psychology
Myer's Psychology for the AP[®] Course, Fourth Edition

The OHS social studies team chose Myer's Psychology for the AP[®] Course, Fourth Edition from BFW Publishers as the best option for our district, based on the following reasons:

- Excellent alignment with the AP[®] curriculum, including content changes, since our last textbook purchase in 2014.
- Access to the textbook online along with additional digital learning resources.
- Strong alignment with updates to the AP[®] exam for the 2024-2025 school year, as well as quizzes and unit exams throughout the year.
- AP[®] Test Bank questions that match the question type, style, scope, and rigor of the AP[®] exam, with real-time progress reports to help students monitor their own progress.
- A valuable digital component, including additional extensions and remediation options for teachers to use with students.
- Included professional development and digital tutorials for teachers.
- Recommend purchase of five textbooks, 17 digital copies and the teacher editions for a total of \$3,211.59.
- The purchase will be paid from new OHS adoption textbook budget.

Motion

Seconded

Vote – Ayes

Nays

Motion

2024-2025 Student Handbook Updates

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-196

FOR FUTURE ACTION

Subject:

Student Handbook Updates

Recommendation

Resolve that the Board of Education approve the 2024-2025 student handbooks for Bentley Bright Beginnings, elementary, middle, and high schools to be presented at the June 26, 2024 Board meeting.

Facts/Statistics:

1998 was the first year the Board had an opportunity to review student handbooks. Board approval to formally approve the handbooks occurs annually. Memos indicating all proposed changes to the 2024-2025 student handbooks will be included in the Board packet at the June 26, 2024 Board of Education regular meeting.

Motion

Seconded

Vote – Ayes

Nays

Motion

2024-2025 Baker College Pathways Contract Renewal

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-197

FOR FUTURE ACTION

Subject:

Agreement for the continued use of Baker College to provide contracted services for Adult Education Services for 2024-25.

Recommendation:

Resolve that the Board of Education renew the contract with Baker College for Adult Education services for the fiscal year 2024-25 and authorize the Superintendent to sign the contract on behalf of the District.

Facts /Statistics:

The arrangement with Baker College for Adult Education services has been beneficial to both parties. This relationship allows the District to concentrate on its core competencies of PreK-12th grade education and still allows the opportunity for students, that fit the requirements, to obtain their diploma through the Pathways program.

The contracted relationship between Baker College for these services has been ongoing. The services have been deemed to be satisfactory and beneficial to the District in meeting the needs of the community members to obtain Adult Education services not offered by the District.

Motion

Seconded

Vote – Ayes

Nays

Motion

BAKER COLLEGE OF OWOSSO
and
OWOSSO PUBLIC SCHOOLS

PATHWAYS CONTRACT
for
Adult Education Services

2024-2025

Pathways . . . Partners in Education

At Pathway's you design your passport to the future.

Mission Statement

The Mission of Pathways is to empower a diverse body of students to achieve their educational goals. We are committed to providing a fresh start to individuals who have left the traditional setting, may not be performing up to their ability, or may not have fit into the traditional school environment. The individual needs of each student: academic, emotional, and social, shall be addressed to assist them in becoming motivated and responsible members of society.

Goals

- Empower and encourage students to be lifelong learners.
- Prepare students to interact with the real world in an effective manner.
- Provide opportunities for students to design their own lives.
- Assist students in overcoming personal barriers to success.
- Improve students' self-concept and academic performance.
- Increase high school completion rates by diploma or GED Certificate.
- Use discovery as an instructional format so students will learn:
 1. How to learn.
 2. Higher order thinking.
 3. Substantive conversation.
 4. Connections to the world.
- Develop connective experiences for students between their educational core curriculum, career information, higher education, and training opportunities to assist students in making informed post secondary decisions.
- Design and provide a curriculum which follows the Michigan Framework to develop:
 1. Literate individuals.
 2. Healthy and fit people.
 3. Responsible family members.
 4. Productive workers.
 5. Involved citizens.
 6. Self-directed, lifelong learners.
- Collaborate with community organizations to share resources to meet the needs of students.
- Provide academic opportunities for students who are credit deficient and desire to graduate from their district schools.
- Utilize team and cooperative teaching, cohort learning, and service learning in the delivery of the curriculum.

Don't fear the future . . . prepare for it.

BENEFITS TO INSTITUTIONS

Baker College of Owosso

Formation of this agreement will allow Baker College of Owosso to continue to demonstrate its commitment to our community by providing Adult education students the opportunity to continue their education in a safe, education environment. The agreement will allow the College to provide a service to this community by giving students the opportunity to access the latest technology and modern laboratories. The agreement will also provide another opportunity of fulfilling our mission to prepare students for competency and careers and encourage continuing education. Baker College of Owosso would also have the opportunity to introduce these students to post-secondary opportunities which would prepare them for the technological and educational requirements in today's work environment. Baker College also stands to gain recognition as a model for adult education programs. The College's hope will be for these successful students to pursue their field of interest at the post-secondary level at an institution of their choice

Owosso Public Schools

Students of the Pathways Program will have access to the latest technological advances from computer usage for classroom instruction to computer access of current information through our library facility. Students in this program can also take advantage of FREE individualized or group tutoring. The Baker College of Owosso campus is extremely safe and employs security guards to provide a safe environment

for all of our students. The Baker College library facility is also available with individual or group study rooms. The facilities of Baker College, along with the environment, provide a structured educational setting for students of all ages. The latest technology is utilized throughout the College curricula and will be utilized in this agreement to enhance the educational process which is already taking place within the Pathways Program.

EXECUTIVE COMMITTEE

The Executive Committee will ensure excellent communication between the members. This ongoing team will work toward assuring an excellent educational environment and ongoing success of the students while also creating a positive image of the program in our community. This committee shall be a policy setting committee and, as such each member shall have equal voting rights. The Executive Committee shall be the final decision-making body and on such issues as curriculum, textbook selection, schedules, attendance policy, course outcomes, student expectations, etc. The Pathways Education Coordinator shall bring recommendations to the Executive Committee for consideration.

Membership of the Executive Committee shall be comprised of:

Owosso Public School Officials:

Superintendent of **Owosso Public** Schools, and /or designee

Baker College of Owosso Officials:

Baker College of Owosso Director, and /or designee

PROGRAM DESCRIPTION

The Pathways Program is designed for adults who have not been successful in the more traditional school setting. Students attending Pathways may include those with personal problems, others with learning problems, students who have experienced difficulty adjusting to their home school and students involved in the criminal justice system. The Pathways program is highly structured with clear expectations. Students receive grades on the basis of demonstrated competence.

ROLES AND RESPONSIBILITIES



Baker College of Owosso

Physical Facilities: Baker College of Owosso will provide facility, equipment, office space, administrative supervision, clerical and support services to the program(s) that will be conducted on its site.

Authority: Baker College will have the full authority to operate the program.

Employees: Baker College of Owosso will have the right to determine and hire the number of full and part-time employees it sees fit to successfully operate the program. Baker College of Owosso's adult education instructors will meet state certification requirements and have copies of this on file.

The Adult Education Coordinator shall be interviewed and selected by the Corporate Training Director. The Adult Education Coordinator will report to the Director

regarding his or her Action Plan, policies, and procedures. The Executive Committee will provide the Director with a clear vision and a plan of action for the program. The Director shall evaluate the Coordinator and all members will be offered the opportunity to be involved in the decision regarding the evaluation and ongoing employment of the Coordinator. If any partner has concerns regarding the performance of the Coordinator, as it relates to the plan of action approved by the Executive Committee, the Coordinator may be placed on a focused evaluation and mentored for improvement. If improvement is not made in the direction the Executive Committee desires, the members will confer on the renewal of a contract with the Coordinator.

Application Procedures: The staff will be employees of Baker College of Owosso. The College will determine the wage and benefit packages consistent with similar positions at the College.

Textbooks: Current textbooks being utilized within the Pathways Program will be reviewed in the curriculum review process. If new textbooks are selected for courses, Baker College will purchase the textbooks.

Rights and Privileges: Students in this program shall be accorded all rights and privileges of all Baker College students, such recreation and library usage, learning support service access, computer lab usage, etc.

Owosso Public Schools

Funding: **Owosso Public** Schools shall be responsible for informing Baker College of any possible funding changes and/or any information regarding the future of this program as soon as this information becomes available to the district.

Student Records: All records pertaining to students in the Pathways Program will remain the property of **Owosso Public** Schools. Baker College will have full access to any student information deemed necessary to fulfill the obligations of these programs.

Provider of Record: **Owosso Public** Schools shall act as the provider of record and bill the Genesee Intermediate School District (Fiscal Agent) for reimbursement of Baker adult education expenditures. **Owosso Public** Schools shall retain 6% of the 107 adult education award, to offset relative administrative costs.

Transfer of Students: **Owosso Public** Schools and Baker College of Owosso will follow the enrollment process outlined in the Pathways Handbook. Baker College of Owosso maintains the right to accept or reject any referral or application if the College deems that such admittance is not in the best interest of the College.

AGREEMENTS

Program Schedules: Baker College shall develop a schedule of course offerings to maximize quality and efficiency. These schedules will be published well in advance so those students can plan effectively.

Calendar: Baker College will assure the provision of State of Michigan required hours and days of instruction. Pathways shall provide two eighteen-week semesters per year and shall issue credit for successful completion of course work. Baker College shall make whatever State mandated changes necessary regarding hours and number of days of instruction.

Course Scheduling: Academic courses will be scheduled mornings, afternoons, and/or evenings.

Course Availability: All students in the Pathways Program will meet all State guidelines regarding core academic course work in order to receive a high school diploma. Electives including occupational skills training shall be offered on a rotating basis in an attempt to meet the needs and interests of students.

Diploma: Students graduating, as a result of this agreement shall receive a Pathways Diploma in partnership with the **Owosso Public Schools**.

STAFFING APPOINTMENTS

Baker College shall maintain sole responsibility for the appointment of all staff and Lab Instructors to the Pathways Program. Instructors of the college for board approved occupational programs will have related expertise, work experience and career specific credentials. Adult education Lab Instructors will meet adult education certification requirements as a condition of delivering instruction in this division.

SIGNATURE SHEET

The parties authorized by each institution will extend the agreement between Baker College of Owosso and Owosso Public Schools, upon signature. This agreement shall be valid from the date of signature, through August 31, 2025. The actual course offerings shall commence fall semester, 2024. This agreement shall be reviewed prior to the end date and may be revised and or renewed, upon agreement, by both organizations. Either party may terminate this agreement; however, a 90-day written termination notice before the end of the school year must be received. It is the intent of both parties to work cooperatively to comply with the laws of the State of Michigan, the State Board of Education, and the North Central Association of Colleges and Schools.

As authorized representatives of the contractual organizations, we hereby enter into this agreement by affixing our signatures below.

Mr. Stephen Brooks, Superintendent
Owosso Public Schools

Date

Michael Konopacke, Campus Director
Baker College of Owosso

Date

2024-2025 Michigan Works Contract Renewal

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-198

FOR FUTURE ACTION

Subject:

Michigan Works Contract Renewals

Recommendation

Resolve that the Board of Education authorize the Superintendent to renew the contracts with GST (Genesee Shiawassee Thumb) Michigan Works from July 1, 2024, through June 30, 2025.

Facts/Statistics:

At place are the new contracts between Michigan Works and the District (contract #: 2024/2025 GSTMIWorks-Shiawassee-01) and (contract #: 2024/2025 GSTMIWorks-Shiawassee-02) to provide On-The-Job Training (OJT) for eligible employees whereby the GST Michigan Works would reimburse the District training costs associated with “onboarding” new support staff as outlined in the agreement. The first contract is for non-union staff, and the second contract is for the OESPA bargaining unit. Copies of the proposed agreements have been provided to accompany this report.

These agreements are felt to be a “win-win” for the District as it has become increasingly difficult to recruit and retain support staff. The contracts allow for reimbursement of training time and training costs for employees being brought on in a support staff capacity and potentially for utilizing funds to train new bus drivers. Regardless of the areas for which the training funds would be used, the district is not obligated to retain employees that do not meet training standards established by the district at the end of the training period. In addition, these funds can be used to fill existing positions if they are vacated without any obligation to add additional positions to the current employee structure. This has been a great success.

All aspects of the contract are felt to be reasonable, fair and within the scope of the normal hiring practices of the district and will only allow for additional resources in the recruiting/hiring/training process. Thus, it is being recommended that the Board of Education approve the accompanying contracts for signature by the Superintendent.

Motion

Seconded

Vote – Ayes

Nays

Motion

ON-THE-JOB TRAINING MASTER AGREEMENT

CONTRACT#:

Service Provider	Employer
Name: GST Michigan Works!	Name Owosso Public Schools
Address: 1975 West M21	Address: 645 Alger St
City, State, Zip: Owosso, MI 48867	City State Zip: Owosso Public Schools
Phone: 989-729-9599	Phone: 989-723-8131
Fax:	Contact: Carrie Yoho
Contact: Chris Schueler	Current Number of Employees: 375
	Employer ID #: 38-6003809
Workers Comp Carrier and Policy #: SET-SEG 88110	

This Agreement is entered into by GST Michigan Works! and the above-named Employer to provide On-the-Job Training (hereinafter referred to as OJT) for Workforce Innovation Opportunity Act (WIOA) or Partnership, Accountability, Training & Hope (PATH) participants.

I. THE EMPLOYER AGREES:

- A. That it possesses the legal authority to execute this contract. Further that its governing body has authorized the signatory official to enter into this Agreement and bind the Employer to the terms of this Agreement and any subsequent modifications hereto.
- B. To conduct any and all activities under this Agreement in accordance with the Workforce Innovation Opportunity Act (WIOA) hereafter referred to as the Act and to such Act and Regulations and any and all applicable Federal, State, Local statutes, rules, regulations, directives, issuances and ordinances in effect or promulgated during the term of this Agreement.
- C. To provide extraordinary training to the participant to attain the knowledge and skills essential to the full and adequate performance of the job outlined in the participant's training plan.
- D. To hire the participant at the start of this Agreement for not less than 32 hours per week as specified in the participant's training plan; also, to hire the participant as a member of the regular work force and to retain the participant as a regular employee at the conclusion of this Agreement provided the participant has attained the knowledge and skills necessary to adequately perform the job.
- E. To provide the necessary instruction, supervision and equipment needed to train the participant and shall not subcontract this On-The-Job Training agreement. Employer reimbursement is for straight time worked and must not include overtime pay, holiday, sick pay or commissions. Training time reimbursement shall be for hours worked in the pay period. If the participant works over 40 hours, reimbursement shall be given above the 40 hours but only at the straight time rate.

- F. To ensure that: The participant receives the same benefits (Including wages, working conditions, insurance coverage, pay and fringe benefits) as other employees performing similar work; is paid the wage indicated on the attached Training Plan and is provided with adequate FICA benefits. The employer agrees to provide proof of worker's compensation coverage for the period of this agreement. Failure to provide satisfactory proof of coverage prior to the start of training nullifies this agreement.
- G. To maintain time cards and a record of the participant's employment and progress in training, or other sufficient records to support the payments made to the employer for training costs. These records shall be retained for a period of five (5) years from the date of termination of this Agreement. If prior to the expiration of the five (5) year retention period any litigation or audit is begun the records must be maintained until the litigation, audit or other claim is resolved. The Employer further agrees to allow the Workforce Development Agency, the MWA, the Service Provider, or its representative access to said records during regular business hours.
- H. To submit time/attendance/payroll records. Participate in monitoring during OJT period. Skill evaluations shall be submitted at the end of training.
- I. To submit all documents pertaining to training and job retention completed satisfactory and received no later than 30 days after the 30-day retention period following completion of training. Failure to comply may result in a request for corrective action by the Employer, up to and including forfeiture of training payments.
- J. To give the U.S. Department of Labor, State of Michigan/Workforce Development Agency, and GST Michigan Works! through any authorized representative, access to and the right to examine all records and documents related to this Agreement for monitoring and audit purposes, and to conduct Employer and participant interviews. The Employer will maintain said records and documents for a period of five (5) years from the date of termination of this Agreement.
- K. To have the following records, at a minimum available for review during scheduled monitoring visits:
 - 1. Time and attendance records for the training and retention periods;
 - 2. Certified payroll records for the training and retention periods; and
 - 3. Participant's employment (training) start date.
- L. The Employer agrees to follow GST Michigan Works! Grievance and Complaint procedures for participants. The employer has been advised of the MWA's Grievance and Complaint policy and is aware that the complete policy can be found at gstmiworks.org. By signing this contract, the employer acknowledges that they have received information regarding the content of the local policy, how to access the entire policy and agrees to follow the policy.

II. GST MICHIGAN WORKS! AGREES:

- A. It has determined that the occupation(s) in which training is proposed is a demand occupation in the local labor market.
- B. To refer eligible participants to the Employer.
- C. To develop with the employer's assistance, all Individual Employment Development Plan (IEP) or Individual Service Strategy (ISS) for each participant.

- D. To provide payment of extraordinary training costs on the basis outlined in the Training Plan. Payment shall be made according to the provisions of Section IV Payment Schedule. This amount shall not exceed 50/75% of the regular wages, not exceeding the wage cap paid during the training period, as supported by the employer's monthly time and attendance records and payroll records.
- E. To provide the Employer seven (7) days written notice of pending monitoring visits by GST Michigan Works! staff.

III. ASSURANCES AND PROVISIONS

- A. The employer assures that it will comply with the terms and provision of this Agreement incorporating all specified Attachments. The Employer further assures compliance with all applicable federal, state, and local laws and regulations, including those dealing with employment, safety and health and the Fair Labor Standards Act as amended.
- B. The Employer assures that they will comply with 29 CFR Part 38 – Implementation of the Nondiscrimination and Equal Opportunity provisions of the Workforce Innovation and Opportunity Act, and other federal and/or state statutes prohibiting discrimination in programs, services and activities.
- C. OJT Agreements are prohibited with Employers who have exhibited a “pattern of failure” with five (5) or more previous contracts by failing to provide participants continued long- term employment as a regular employee with wages and working conditions at the same level and to the same extent as similarly situated employees. Exceptions include voluntary resignation and termination with cause.
- D. The Employer certifies that a legitimate need for training exists and that the WIOA/PATH participant would not have been considered for employment by the employer without the training stipulated in this Agreement. The Employer certifies the expectation of continued, long-term employment (not less than six (6) months) for individuals completing training in this occupation has been established.
- E. Payments made to the Employer are deemed to be compensation for extraordinary training costs associated with training WIOA/PATH participants. Costs to the employer associated with vacation, holidays, overtime sick leave, plant closure and other fringe benefits and training normally provided to all employees are not deemed to be training costs under this Agreement.
- F. The Employer assures that no payments specific to the training of the participant are received from any other source, i.e. Michigan Rehabilitation Services, etc.
- G. Individuals hired by the Employer prior to the effective date of this Agreement are not eligible to participate in the OJT program under this Agreement. Current employees are not eligible to participate in the OJT program under this Agreement.
- H. The Employer agrees to inform GST Michigan Works! of absenteeism, sickness, layoff, hiring freeze or other problems that may arise regarding a participant enrolled in the program funded by this Agreement. The employer also agrees to provide GST Michigan Works! with a written notification and explanation of termination of a participant for any reason within three (3) days of the termination.

- I. The Employer agrees to notify GST Michigan Works! in writing, in advance of any proposed changes in the trainee's job title, assigned duties and tasks, training plan or schedule. Changes in training conditions without prior notice to and request for modification of the Agreement, prior to the end of the Agreement, may void the Agreement. All modifications to the Agreement must be pre-approved by GST Michigan Works! and will be attached to the Agreement as an addendum. All changes to the Agreement will be signed. No alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and signed by the parties hereto.
- J. Participants in the program will not be employed on the construction, operation or maintenance of that part of a facility which is used for religious instruction or worship.
- K. Federal law prohibits contracting for OJT when persons not in an OJT status are laid off from the same or similar positions or a hiring freeze for these positions is in effect. In addition, no currently employed worker shall be displaced by any WIOA/PATH participant. This includes partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits, or termination of another employee in anticipation of filling the vacancy with a WIOA/PATH funded participant. The OJT position shall not infringe in any way upon the promotional opportunities of currently employed individuals.
- L. Appropriate standards for health and safety in work and training situations will be maintained by the employer. All state and federal laws regarding health and safety shall be followed by the Employer.
- M. No funds received under an OJT Agreement may be used to assist, promote or deter union organizing.
- N. No funds received under an OJT Agreement may be used to promote political activities.
- O. The Employer certifies that all WIOA and PATH funds shall not be used for contributions to retirement plans on behalf of participants.
- P. The Employer agrees that all laborers and mechanics employed by contractors or subcontractors in any construction, alteration or repair, including painting and decorating of projects, buildings and works which are federally assisted under this Act shall be at rates not less than those prevailing on similar construction in the locality, in accordance with the Davis-Bacon Act.
- Q. The Employer certifies that the company has not relocated within the last 120 days to Michigan from another state or from another location within Michigan which resulted in an increase in unemployment in the area of original location or any other area.
- R. The Employer agrees to indemnify GST Michigan Works! their officers, agents and employees, harmless from any and all claims and/or liability for damages or injury to persons, or damage to property in connection with the operation of the program funded by this Agreement or Amendment thereto which may arise as a result of any Employer breach of this Agreement, Employer violation of law, or acts and omission involving the employer /employee relationship. The Employer shall repay the Service Provider such amounts-determined to be expended in violation of this Agreement. Further the Employer agrees that payment authorization may be withheld by the Grant Recipient if it determines such payment to be unsubstantiated or not legally proper. All payments under this Agreement are subject to audit. Accordingly, the Employer shall assume liability for repayment of funds disbursed where such disbursement is subsequently determined to be improper and/or unauthorized by the Service Provider, GST Michigan Works!, the State of Michigan, the

U.S. Department of Labor or authorized representatives of such named bodies. Repayment of such funds shall occur within thirty (30) calendar days of notification of discovery. Michigan Works would provide documentation of the expenses and cost to be reimbursed.

- S. If a participant does not begin training with Employer following execution of this Agreement and/or an attached Training Plan, GST Michigan Works! will not be responsible for any costs incurred by the Employer nor will Employer be entitled to any payment for training the participant.
- T. If a participant terminates prior to the completion of training and/or does not attain the skills per the Training Plan no payment will be made to the Employer. Payment is due only upon successful completion of training and upon retention of the participant (as defined in Section III, D).
- U. Notwithstanding any of the above, the Service Provider may cancel this Agreement upon written notice to the Employer by certified mail or equivalent method, if at any time the funding source fails to fund, or reduces, terminates, or de-obligates the contract through which this Agreement is funded. In such instance, earned payments will be paid up to the date the cancellation notice is received; thereafter neither the Service Provider nor the Employer shall have any obligation to complete or otherwise continue the program. In addition, this Agreement may be terminated by the other party should either fail to perform its duties in accordance with this Agreement or any Amendments thereto. Termination shall be effective upon delivery by certified mail or equivalent method of written termination notice to the Employer.
- V. "Equal Opportunity is The Law". This recipient will abide by 29 CFR Part 38 – Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act (WIOA), and other federal and/or state statutes prohibiting discrimination in programs, services and activities.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think that you have been subjected to discrimination under a WIOA Title I–financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

**Kelly Cook, E.O. Officer – kcook@gstmiworks.org
GST Michigan Works!
3270 Wilson St.
Marlette, MI 48453
P. 989-635-3561 ext 223
F. 989635-2230
TTY:711**

Or

**Director
Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Avenue NW, Room N-4123
Washington, DC 20210**

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.”

IV. PAYMENT SCHEDULE

- A. Training costs shall be paid in two installments based on the training hours completed which lead to attainment of proficiency of the tasks as outlined in the Training Plan.
- B. Payment of training costs will be made only after verification of successful training completion and/or job retention, as described below.
 - (1) 50% of the training costs shall be earned upon written verification of training completion. Completion shall be defined as completing the prescribed training hours and the attainment of proficiency in the tasks outlined in the Training Plan by the specified end date. Verification of successful completion shall include receipt of all Time/Attendance Records and Skill Evaluation, to support the participant's attainment of proficiency in the designated tasks.
 - (2) 50% of the training costs shall be earned upon meeting the criteria for (1) above and upon written verification that the participant has met retention criteria with the employer. Retention shall be defined as having continued regular employment, working the hours designated in the OJT Training Plan and at or above the completion wage for not less than 30 days after the completion of training. Verification includes receipt of a completed Verification of Employment Retention Form.
- C. Payment of training costs shall be prorated if attainment of all the designated tasks are accomplished in less than the negotiated training hours.
- D. All payments are subject to funding availability.

This agreement shall be effective on 07/01/2024 and shall end on 06/30/2025 Prescribed training hours and competency levels required for completion are indicated on the attached Training Plan, incorporated and made a part of this Agreement. All oral and written agreements related to the subject matter of the Agreement made prior to the date of commencement have been reduced to writing and are contained herein.

This Agreement is executed below on behalf of the parties by their authorized representatives. By signing below, the Employer confirms that they have received an orientation of the Training Plan, general rules for administering an OJT program, reimbursement procedures and the evaluation process.

Service Provider	Employer
Name: Chris Schueler	Name: Stephen Brooks
Title: Certified Business Solutions Professional	Title: Superintendent
Date:	Date: 07/01/2024
Business Services Rep Signature:	Employer Representative Signature:

If the Employer has a Collective Bargaining Agreement covering the grade and class of workers who will receive training pursuant to this contract, concurrence by the union representing the workers covered by such an agreement must be obtained below by the employer from an authorized union representative.

IDENTITY OF BARGAINING AGENT

Labor Organization: OESPA	Signature of Concurrence:
Local Number:	Name (Print): Gizelle Ross
Phone Number: 989-725-2839	Title: OESPA President

NON-UNION ACKNOWLEDGEMENT

I certify that there is not currently a union representing any workers at this facility. Therefore, there is no union concurrence necessary.

Employer Representative Signature	Title: Superintendent
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Supported by the State of Michigan. GSTMW materials and programs paid for with State and Federal funds.
Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
1-800-285-9675 TTY: 711. A proud partner of the American Job Center Network.

ON-THE-JOB TRAINING MASTER AGREEMENT

CONTRACT#:

Service Provider	Employer
Name: GST Michigan Works!	Name Owosso Public Schools
Address: 1975 West M21	Address: 645 Alger St
City, State, Zip: Owosso, MI 48867	City State Zip: Owosso Public Schools
Phone: 989-729-9599	Phone: 989-723-8131
Fax:	Contact: Carrie Yoho
Contact: Chris Schueler	Current Number of Employees: 375
	Employer ID #: 38-6003809
Workers Comp Carrier and Policy #: SET-SEG 88110	

This Agreement is entered into by GST Michigan Works! and the above-named Employer to provide On-the-Job Training (hereinafter referred to as OJT) for Workforce Innovation Opportunity Act (WIOA) or Partnership, Accountability, Training & Hope (PATH) participants.

I. THE EMPLOYER AGREES:

- A. That it possesses the legal authority to execute this contract. Further that its governing body has authorized the signatory official to enter into this Agreement and bind the Employer to the terms of this Agreement and any subsequent modifications hereto.
- B. To conduct any and all activities under this Agreement in accordance with the Workforce Innovation Opportunity Act (WIOA) hereafter referred to as the Act and to such Act and Regulations and any and all applicable Federal, State, Local statutes, rules, regulations, directives, issuances and ordinances in effect or promulgated during the term of this Agreement.
- C. To provide extraordinary training to the participant to attain the knowledge and skills essential to the full and adequate performance of the job outlined in the participant's training plan.
- D. To hire the participant at the start of this Agreement for not less than 32 hours per week as specified in the participant's training plan; also, to hire the participant as a member of the regular work force and to retain the participant as a regular employee at the conclusion of this Agreement provided the participant has attained the knowledge and skills necessary to adequately perform the job.
- E. To provide the necessary instruction, supervision and equipment needed to train the participant and shall not subcontract this On-The-Job Training agreement. Employer reimbursement is for straight time worked and must not include overtime pay, holiday, sick pay or commissions. Training time reimbursement shall be for hours worked in the pay period. If the participant works over 40 hours, reimbursement shall be given above the 40 hours but only at the straight time rate.

- F. To ensure that: The participant receives the same benefits (Including wages, working conditions, insurance coverage, pay and fringe benefits) as other employees performing similar work; is paid the wage indicated on the attached Training Plan and is provided with adequate FICA benefits. The employer agrees to provide proof of worker's compensation coverage for the period of this agreement. Failure to provide satisfactory proof of coverage prior to the start of training nullifies this agreement.
- G. To maintain time cards and a record of the participant's employment and progress in training, or other sufficient records to support the payments made to the employer for training costs. These records shall be retained for a period of five (5) years from the date of termination of this Agreement. If prior to the expiration of the five (5) year retention period any litigation or audit is begun the records must be maintained until the litigation, audit or other claim is resolved. The Employer further agrees to allow the Workforce Development Agency, the MWA, the Service Provider, or its representative access to said records during regular business hours.
- H. To submit time/attendance/payroll records. Participate in monitoring during OJT period. Skill evaluations shall be submitted at the end of training.
- I. To submit all documents pertaining to training and job retention completed satisfactory and received no later than 30 days after the 30-day retention period following completion of training. Failure to comply may result in a request for corrective action by the Employer, up to and including forfeiture of training payments.
- J. To give the U.S. Department of Labor, State of Michigan/Workforce Development Agency, and GST Michigan Works! through any authorized representative, access to and the right to examine all records and documents related to this Agreement for monitoring and audit purposes, and to conduct Employer and participant interviews. The Employer will maintain said records and documents for a period of five (5) years from the date of termination of this Agreement.
- K. To have the following records, at a minimum available for review during scheduled monitoring visits:
 1. Time and attendance records for the training and retention periods;
 2. Certified payroll records for the training and retention periods; and
 3. Participant's employment (training) start date.
- L. The Employer agrees to follow GST Michigan Works! Grievance and Complaint procedures for participants. The employer has been advised of the MWA's Grievance and Complaint policy and is aware that the complete policy can be found at gstmiworks.org. By signing this contract, the employer acknowledges that they have received information regarding the content of the local policy, how to access the entire policy and agrees to follow the policy.

II. GST MICHIGAN WORKS! AGREES:

- A. It has determined that the occupation(s) in which training is proposed is a demand occupation in the local labor market.
- B. To refer eligible participants to the Employer.
- C. To develop with the employer's assistance, all Individual Employment Development Plan (IEP) or Individual Service Strategy (ISS) for each participant.

- D. To provide payment of extraordinary training costs on the basis outlined in the Training Plan. Payment shall be made according to the provisions of Section IV Payment Schedule. This amount shall not exceed 50/75% of the regular wages, not exceeding the wage cap paid during the training period, as supported by the employer's monthly time and attendance records and payroll records.
- E. To provide the Employer seven (7) days written notice of pending monitoring visits by GST Michigan Works! staff.

III. ASSURANCES AND PROVISIONS

- A. The employer assures that it will comply with the terms and provision of this Agreement incorporating all specified Attachments. The Employer further assures compliance with all applicable federal, state, and local laws and regulations, including those dealing with employment, safety and health and the Fair Labor Standards Act as amended.
- B. The Employer assures that they will comply with 29 CFR Part 38 – Implementation of the Nondiscrimination and Equal Opportunity provisions of the Workforce Innovation and Opportunity Act, and other federal and/or state statutes prohibiting discrimination in programs, services and activities.
- C. OJT Agreements are prohibited with Employers who have exhibited a “pattern of failure” with five (5) or more previous contracts by failing to provide participants continued long- term employment as a regular employee with wages and working conditions at the same level and to the same extent as similarly situated employees. Exceptions include voluntary resignation and termination with cause.
- D. The Employer certifies that a legitimate need for training exists and that the WIOA/PATH participant would not have been considered for employment by the employer without the training stipulated in this Agreement. The Employer certifies the expectation of continued, long-term employment (not less than six (6) months) for individuals completing training in this occupation has been established.
- E. Payments made to the Employer are deemed to be compensation for extraordinary training costs associated with training WIOA/PATH participants. Costs to the employer associated with vacation, holidays, overtime sick leave, plant closure and other fringe benefits and training normally provided to all employees are not deemed to be training costs under this Agreement.
- F. The Employer assures that no payments specific to the training of the participant are received from any other source, i.e. Michigan Rehabilitation Services, etc.
- G. Individuals hired by the Employer prior to the effective date of this Agreement are not eligible to participate in the OJT program under this Agreement. Current employees are not eligible to participate in the OJT program under this Agreement.
- H. The Employer agrees to inform GST Michigan Works! of absenteeism, sickness, layoff, hiring freeze or other problems that may arise regarding a participant enrolled in the program funded by this Agreement. The employer also agrees to provide GST Michigan Works! with a written notification and explanation of termination of a participant for any reason within three (3) days of the termination.

- I. The Employer agrees to notify GST Michigan Works! in writing, in advance of any proposed changes in the trainee's job title, assigned duties and tasks, training plan or schedule. Changes in training conditions without prior notice to and request for modification of the Agreement, prior to the end of the Agreement, may void the Agreement. All modifications to the Agreement must be pre-approved by GST Michigan Works! and will be attached to the Agreement as an addendum. All changes to the Agreement will be signed. No alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and signed by the parties hereto.
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- K. Federal law prohibits contracting for OJT when persons not in an OJT status are laid off from the same or similar positions or a hiring freeze for these positions is in effect. In addition, no currently employed worker shall be displaced by any WIOA/PATH participant. This includes partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits, or termination of another employee in anticipation of filling the vacancy with a WIOA/PATH funded participant. The OJT position shall not infringe in any way upon the promotional opportunities of currently employed individuals.
- L. Appropriate standards for health and safety in work and training situations will be maintained by the employer. All state and federal laws regarding health and safety shall be followed by the Employer.
- M. No funds received under an OJT Agreement may be used to assist, promote or deter union organizing.
- N. No funds received under an OJT Agreement may be used to promote political activities.
- O. The Employer certifies that all WIOA and PATH funds shall not be used for contributions to retirement plans on behalf of participants.
- P. The Employer agrees that all laborers and mechanics employed by contractors or subcontractors in any construction, alteration or repair, including painting and decorating of projects, buildings and works which are federally assisted under this Act shall be at rates not less than those prevailing on similar construction in the locality, in accordance with the Davis-Bacon Act.
- Q. The Employer certifies that the company has not relocated within the last 120 days to Michigan from another state or from another location within Michigan which resulted in an increase in unemployment in the area of original location or any other area.
- R. The Employer agrees to indemnify GST Michigan Works! their officers, agents and employees, harmless from any and all claims and/or liability for damages or injury to persons, or damage to property in connection with the operation of the program funded by this Agreement or Amendment thereto which may arise as a result of any Employer breach of this Agreement, Employer violation of law, or acts and omission involving the employer /employee relationship. The Employer shall repay the Service Provider such amounts-determined to be expended in violation of this Agreement. Further the Employer agrees that payment authorization may be withheld by the Grant Recipient if it determines such payment to be unsubstantiated or not legally proper. All payments under this Agreement are subject to audit. Accordingly, the Employer shall assume liability for repayment of funds disbursed where such disbursement is subsequently determined to be improper and/or unauthorized by the Service Provider, GST Michigan Works!, the State of Michigan, the

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If you think that you have been subjected to discrimination under a WIOA Title I—financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

**Kelly Cook, E.O. Officer – kcook@gstmiworks.org
GST Michigan Works!
3270 Wilson St.
Marlette, MI 48453
P. 989-635-3561 ext 223
F. 989635-2230
TTY:711**

Or

**Director
Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Avenue NW, Room N-4123
Washington, DC 20210**

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.”

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- A. Training costs shall be paid in two installments based on the training hours completed which lead to attainment of proficiency of the tasks as outlined in the Training Plan.
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 - (2) 50% of the training costs shall be earned upon meeting the criteria for (1) above and upon written verification that the participant has met retention criteria with the employer. Retention shall be defined as having continued regular employment, working the hours designated in the OJT Training Plan and at or above the completion wage for not less than 30 days after the completion of training. Verification includes receipt of a completed Verification of Employment Retention Form.
- C. Payment of training costs shall be prorated if attainment of all the designated tasks are accomplished in less than the negotiated training hours.
- D. All payments are subject to funding availability.

This agreement shall be effective on 07/01/2024 and shall end on 06/30/2025 Prescribed training hours and competency levels required for completion are indicated on the attached Training Plan, incorporated and made a part of this Agreement. All oral and written agreements related to the subject matter of the Agreement made prior to the date of commencement have been reduced to writing and are contained herein.

This Agreement is executed below on behalf of the parties by their authorized representatives. By signing below, the Employer confirms that they have received an orientation of the Training Plan, general rules for administering an OJT program, reimbursement procedures and the evaluation process.

Service Provider	Employer
Name: Chris Schueler	Name: Stephen Brooks
Title: Certified Business Solutions Professional	Title: Superintendent
Date:	Date: 07/01/2024
Business Services Rep Signature:	Employer Representative Signature:

If the Employer has a Collective Bargaining Agreement covering the grade and class of workers who will receive training pursuant to this contract, concurrence by the union representing the workers covered by such an agreement must be obtained below by the employer from an authorized union representative.

IDENTITY OF BARGAINING AGENT

Labor Organization:	Signature of Concurrence:
Local Number:	Name (Print):
Phone Number:	Title:

NON-UNION ACKNOWLEDGEMENT

I certify that there is not currently a union representing any workers at this facility. Therefore, there is no union concurrence necessary.

Employer Representative Signature	Title: Superintendent
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Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
1-800-285-9675 TTY: 711. A proud partner of the American Job Center Network.

2024-2025 Liaison Officer Contract Renewal

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-199

FOR FUTURE ACTION

Subject:

Agreement for the provision of Police Officers to serve as school resource (liaison) officers for Owosso Public Schools.

Recommendation:

Resolve that the Board of Education authorize the Superintendent to renew the City of Owosso revised agreement for two “part-time” officers with the City of Owosso, pending City approval. To enhance the public safety of the City of Owosso and Owosso Public School District through the provision of police officers to serve as School Resource (liaison) officers for the contract year of fiscal year 2024-25 through fiscal year 2028-2029.

Facts /Statistics:

The contract is a renewal of the contract for two “part-time” officers that the district has had in the past, expiring June 30, 2024, which is centered around retired officers and the need and desire for the district to provide these needed services and connections for students to promote safety and security. The contract for two “full-time” officers expire June 30, 2027. The use of liaison officers is made possible by the collaboration with the City and is subject to the City’s negotiations with the Officer’s unions. As with all employees, there are increases in the costs for the contracts. For the contract year of fiscal year 2024-2025, the School District shall pay the City \$26.94 per hour, which is an increase of 3.3%, for each School Resource Officer. Pursuant and subject to the terms of these Agreements, the City of Owosso shall provide two qualified Owosso Police Officers to serve as School Resource Officers at schools located within the Owosso Public School District. The exact school assignments shall be determined by mutual agreement between the City of Owosso and the School District. The City, in consultation with the district, shall develop a work plan that serves the needs of the School District and the City. That plan shall identify and develop all School Resource (liaison) Officer job responsibilities and incorporate a schedule that is approved by both parties.

The term of this Agreement shall be for a period of five years and commence on the effective date and shall expire on June 30, 2029, unless sooner terminated in accordance with the terms of these Agreements or as provided by law. If the School District’s State funding source for the School Resource Officer(s) is eliminated or impaired in such a way to preclude utilizing said funds for the School Resource Officer(s), notice will be given of the termination or need to revise the contract to the City of Owosso. A minimum of 60 days’ notice shall be given if such an event occurs. The current funding source for the liaison officers is Safety & Security Grant (31aa) and At Risk (31a) funding based on the district’s poverty percentage and the allowable use of funds by MDE of At Risk funds for this valuable service to students.

The partnership for the liaison officers with the City of Owosso has been successful and very well received by students, staff, and the community. The relationships that are formed through the utilization of liaison officers and services provided are found to be preventative as well as restorative.

Motion

Seconded

Vote – Ayes

Nays

Motion

INTERGOVERNMENTAL AGREEMENT

This Agreement is made, entered into and effective this ____ day of ____, 2024 (the "Effective Date"), by and between the City of Owosso, a municipal corporation of the State of Michigan ("City"), and the Owosso Public School District ("School District").

RECITALS

Whereas, the City is authorized to enter into this Agreement pursuant to the Michigan Urban Cooperation Act of 1967, Act No. 7 of 1967 and Section 3.1 General Powers, subsection B of the *City Charter of the City of Owosso*; and

Whereas, the School District is authorized to enter into this Agreement pursuant to Section 11a(4) of the Revised School Code, MCL 380.11a(4); and

Whereas, the City and the School District desire to enter into this Agreement for the purpose of establishing the position of School Resource Officer within certain complexes of the School District, for the mutual benefit of the parties and to increase public safety within the schools and the community as a whole. The goal of both parties is to increase public safety within the schools and the community as a whole.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

TERMS:

1. The foregoing recitals are incorporated in this Agreement by this reference.
2. The City shall act through its Public Safety Department in the performance of this Agreement. In performing the services hereunder, the City shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including, but not limited to policies of School District's Board of Education and laws relating to the confidentiality of student information (e.g., FERPA, IDEA). It shall be the duty of the School District to provide all School Resource Officers with copies of current School District policies.
3. Pursuant and subject to the terms of this Agreement, the City shall provide two Owosso Police Officers to serve as School Resource Officers at schools located within the School District. The scope of services and exact school assignments shall be determined by mutual agreement between the City and the School District.
4. The City, in consultation with the Owosso Public Schools, shall determine the selection and placement process of all School Resource Officers. The City shall be solely responsible for selecting the personnel to serve as School Resource Officers. The City shall evaluate the performance of each School Resource Officer at least annually, and the School District shall reasonably cooperate in such evaluation. The comments of the School District as to performance shall be advisory and the City retains the final authority as to personnel decisions.
5. The School District, in consultation with the City, shall establish a system that coordinates and schedules the School Resource Officers' work in such a manner as to accomplish the goals of this Agreement.
6. The City, in consultation with the School District, shall develop a work plan that serves the needs of the School District and the City. That plan shall identify and develop all School Resource Officer job responsibilities, and shall incorporate a schedule whereby the School District and the City can collaborate on all related issues. Both Parties shall approve the work plan and meeting schedule.

7. The City shall supervise the work of the School Resource Officers and provide the transportation and equipment necessary to accomplish all assignments.
8. The School District, in consultation with the City, shall provide assistance in the development and implementation of teaching materials, and shall provide other related functions as may be appropriate to carry out the goals of this Agreement.
9. To the extent possible, the School Resource Officers shall be made available to the School District for the ten (10) month period covering the normal school instructional year. During that period, to the extent possible, the School Resource Officers' work efforts shall be devoted fully to accomplishing the goals set forth in this Agreement.
10. To the extent reasonably possible, mandatory Public Safety department training for the School Resource Officers will be conducted at times that do not conflict with normal school schedules. When training schedules conflict with school schedules, any School Resource Officer may be absent from his/her duties at the School District for the duration of the training. Such absences shall not be deemed a breach of this Agreement on the part of the City, nor shall such absences relieve the School District of any of its obligations under this Agreement.
11. In case of a police emergency, the City may call any School Resource Officer away from his/her duties at the School District for the duration of such emergency. Such emergency use of the School Resource Officers' time shall not be deemed a breach of this Agreement on the part of the City, nor shall it relieve the School District of any of its obligations under this Agreement.
12. For the contract year of FY 2024/2025, the School District shall pay the City \$26.94 per hour for each School Resource Officer.

For each subsequent year thereafter, the cost will be adjusted to take into consideration the City's changes to the budgeted salaries and fringe benefits of assigned police personnel. These adjustments will be based on the salaries and fringe benefits of those personnel assigned to the School Resource Officer program as of September 1 of each year and the City shall provide preliminary cost data to the School District prior to August 1 of each year for budget planning purposes. Final costs will be provided to the School District prior to both Parties' annual budget adoptions.

13. The School District shall pay the City on or about the following dates:

December 15
 March 15
 June 15

Checks will be made payable to:

City of Owosso
 Re: School Resource Officer

Send payments to:

City Treasurer
 City of Owosso
 301 W. Main Street
 Owosso, MI 48867

14. At all times during the performance of this Agreement, the police officers who serve as School Resource Officers shall remain employees of the City of Owosso and shall be eligible for all benefits to which part-time employees are entitled at the City. School Resource Officers shall not be entitled to any benefits offered to School District employees.

15. To the extent permitted by law, each party shall indemnify, defend and hold harmless, the other party and its employees, agents and invitees, from all losses, damages, claims, liabilities and expenses (including without limitation reasonable attorney's fees) for damages to property or injury to persons to the extent and magnitude arising from any act, omission or negligence of the indemnifying party or its employees, agents or invitees.
16. This Agreement shall be effective upon approval by the governing bodies of the Parties and execution of the Agreement.
17. The term of this Agreement shall be for a period of five years and commence on the Effective Date and shall expire on June 30, 2029, unless sooner terminated in accordance with the terms of this Agreement or as provided by law. In the event that the School District's State funding source for the School Resource Officer(s) is eliminated or impaired in such a way to preclude utilizing said funds for the School Resource Officer(s), notice will be given of the termination or need to revise the contract to the City of Owosso. A minimum of sixty (60) days notice shall be given if such an event occurs.
18. The City and the School District shall review this Agreement annually, and, upon written approval by both Parties, may amend it as appropriate under the circumstances.
19. This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to the other party.
20. Property acquired solely for purposes of this Agreement shall be disposed of upon termination or completion as follows:
 - a. Materials, supplies and equipment will be primarily the responsibility of the City, and all materials, supplies, or equipment purchased by the City for the development and implementation of this program shall remain the sole property of the City.
 - b. Any incidental materials, supplies, or equipment purchased or provided by the School District for the development and implementation of this program shall remain the sole property of the School District.
21. The City shall be responsible for any damages or injuries caused by its performance of services under this Agreement. Notwithstanding the foregoing, the City and School District retain all of their respective rights to governmental immunity whether it be created by common law or statute and the Agreement will not be interpreted as waiving any of those rights. The School District shall be responsible for any damages or injuries caused by its performance of duties under this agreement.
22. The Contract Administrator for the City shall be Public Safety Director Kevin Lenkart, or his designee or successor. The Contract Administrator for the District shall be Superintendent Steve Brooks, or their designee or successor.
23. Pursuant to the requirements of Section 1230 and 1230a of the Revised School Code, the School District shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by the City to regularly and continuously work as a School Resource Officer in any of School District's facilities or at program sites where the School District delivers educational programs and services. The City agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in School District's facilities or program sites (as defined above) if such person has been convicted of any of the following offenses: (a) any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; (b) any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b (for positions requiring State Board of Education approval or teacher certification); (c) any offense of a substantially similar enactment of the United States or another State; (d) any felony. Provided that with prior written approval of the Superintendent of School District and of its Board of Education an individual regularly and

continuously providing services under this Agreement at School District facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of School District, such individual's presence will not pose a danger to the safety or security of School District students or employees; or (e) any offense that would, in the judgment of School District, create a potential risk to the safety and security of students served by School District or employees of School District.

School District reserves the right to refuse City's assignment of any individual, agent or employee of City to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in School District's judgment, unfitness to perform services under this Agreement.

- 24. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.
- 25. This Agreement contains the entire understanding of the parties as to its subject matter. There are no oral agreements not stated herein. This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of_____.

For the School District:

For the City:

OWOSSO PUBLIC SCHOOLS

CITY OF OWOSSO

By:
Its:

Robert Teich
Mayor

By:
Its:

Amy K. Kirkland
City Clerk

OHS Trojan Marching Band out-of-state travel to Florida

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024

Report 23-200

FOR FUTURE ACTION

Subject:

OHS Trojan Marching Band Trip to Florida

Recommendation:

Resolve that the Board of Education approve the out-of-state travel for the Owosso High School Trojan Marching Band trip to Disney World and Universal Studios in Orlando, Florida, in March, 20-25, 2025.

Rationale:

The students will spend 3 1/2 days at Universal Studios and Disney World participating in the Magic Kingdom Parade as well as participating in “You’re Instrumental” workshops.

Statement of Purpose/Issue:

The purpose of this trip is to provide to provide the opportunity to receive instruction from professional Disney musicians and the opportunity to gain performance experience in a larger setting.

Facts/Statistics:

- This trip would involve all members of the Concert and Symphony Bands, grades 10-12, approximately 120 students.
- Attendance is voluntary.
- No district money will be expended for this trip other than the cost of substitute teachers for the three band directors.
- Money for the trip will be generated through various fundraisers held throughout the school year. Scholarship opportunities will also be made available.
- All OHS student handbook rules and regulations as well as OHS band handbook rules and regulations determining student conduct will be in effect. In addition, specific and strict, written guidelines, rules and regulations for the trip will also be in effect. Each band student, parent and chaperone must agree to abide by the guidelines, rule, and regulations prior to a student being allowed to take the trip.
- Adequate chaperones would be attending with a ratio of no more than 10 students to 1 adult.
- Mode of transportation is motor coach.
- The accompanying itinerary gives the approximate schedule for the trip.
- This timing of this trip will not interfere with the State of Michigan spring testing schedule for juniors.

Motion

Seconded

Vote – Ayes

Nays

Motion



Owosso HS Band - Ground

Owosso, MI

March 20 - 25, 2025

Thursday, March 20

Meet at OHS

Bus arrives and group will meet for roll check and packing motor coaches. Meet your full time Tour Director, who will travel with you from beginning of trip until you return.

Note: Tour Director will need the two front seats behind the bus driver on Bus 1

Note: Directors to have a loading crew established for loading instruments on motor coaches

IMPORTANT: Please load all instruments/uniforms on buses 1 & 2. These two buses will be transporting both bands to their workshops on Saturday. Tubas/ Percussion on trailer if taking.

ETD for Florida

Depart for Florida with food/rest stops en route.

Dinner at Golden Corral

Dinner Buffet provided

ETD for Florida

Depart for Florida

Friday, March 21

ETA at The Hub

The HUB Lake Buena Vista is Central Florida's modern day equivalent to Ponce de Leon's Fountain of Youth! After a long bus ride, this convenient Welcome Facility solves all your wished-for needs:

- A place to brush teeth and hair, wash up and change clothes!
- A hot, delicious breakfast!
- Somewhere to charge your phone, walk, stretch and begin to feel human again!

A stop at The HUB is a great addition to your trip and a definite attitude adjustment in a warm Florida Welcome Way!

Lunch

You will receive a \$40 Dining Card for Meals while in the Disney park today

Dinner

ETD for Disney World

Depart for Disney World

ETA at Park of Choice

Enjoy your day at Disney World

ETD for Hotel

Depart for Hotel

ETA at Hotel & Check In

Arrive at Hotel

Security

Security will be provided each night

Saturday, March 22

Breakfast at Hotel

Buffet Breakfast provided

Lunch

You will receive a \$40 Dining Card for Meals while in the Disney park today

Dinner

ETD for Disney World

Depart for your Park of Choice today

ETA at Park of Choice

Enjoy your day at Disney World

Marching Band Performance!

Marching Band Performance down Main Street USA in the Magic Kingdom - pending audition approval by Disney

ETD for Hotel

Depart for Hotel

ETA at Hotel

Arrive at Hotel

Sunday, March 23

Breakfast at Hotel

Breakfast Buffet provided

Lunch

You will receive a \$40 Dining Card for Meals while in the Disney park today

Dinner

ETD for Disney World

Depart for your Park of Choice today

ETA at Park of Choice

Enjoy your day at Disney World

Soundtrack Sessions Workshop

Enjoy the best music workshop in the USA

ETD for Hotel

Depart for Hotel

Arrive at Hotel

Monday, March 24

Breakfast at Hotel & Check Out

Breakfast Buffet provided

Lunch

You will receive a \$40 Dining Card for Meals while in Universal Studios today

Dinner

ETD for Universal Studios

Depart for Universal Studios

Universal Studios

You will have a 1 Day, 2 Park pass

Enjoy Islands of Adventure and Universal Studios - both have Harry Potter venues

ETD for Michigan

Depart for Hotel

Tuesday, March 25

ETA at OHS

Arrive Home

TOUR CONDITIONS

Owosso HS Band - Ground

Owosso, Michigan
to:

Orlando, Florida

Disney World

Disney World Marching Performance

Disney World Soundtrack Sessions Workshop

Universal Studios Theme Park

March 20 - 25, 2025

Trip Price per Person

3 Full Complimentary Trips (Single Accommodations) & 10 Half Complimentary Trips Included (Twin Accommodations). Max

Participants 144			
Passengers	133	111	122
Quint	\$1966	\$2155	\$2048
Quad	\$1999	\$2188	\$2081
Triple	\$2053	\$2242	\$2135
Twin	\$2162	\$2352	\$2244
Single	\$2489	\$2679	\$2572

IMPORTANT NOTE: The above trip prices are based on hotel room occupancy and the total number of travelers and may vary depending on group size when prorated costs, such as motor coach, etc., are affected. Tour prices in this proposal are based on tariffs in effect as of October 05, 2023 and are subject to change. These trip prices were developed for individuals traveling with your group, as a group, on the trip described in this proposed itinerary.

Inclusions

- Bennett Travel tour director throughout
- Roundtrip Motorcoach Transportation via chartered coaches
- Tolls, Taxes and Daily Maintenance Fees for Driver(s)
- (3) nights Hotel Accommodations per the itinerary
- (13) Meals included; they will be a variety of buffet, fast food, plated and/or pre-selected menus per the itinerary. For variety and convenience, money will occasionally be given in lieu of a pre-determined restaurant.
- All Sightseeing & Special Events per the Itinerary
- Entrance Fees where necessary
- Taxes and Gratuities - As required for all included features
- Gratuities to Driver(s) and Local Guide(s) as necessary
- Trip Departure Briefing (if applicable)
- Customized Tour Itinerary & Baggage Tags
- All Operations & Planning Charges

Exclusions

Passport fees; baggage handling at airports & hotels; excess baggage charges; forwarding of baggage; items or services of a personal nature such as snacks, laundry, room service, telephone calls, pay TV, movies, cables, souvenirs or the like; gratuities to travel directors; any items or services not mentioned specifically in tour conditions.

Payment Schedule

Payment	Amount	Due Date
Non-refundable deposit	\$145.00	January 8, 2024
Installment	\$145.00	February 8, 2024
Installment	\$145.00	March 8, 2024
Installment	\$145.00	April 8, 2024
Installment	\$145.00	May 8, 2024
Installment	\$145.00	June 8, 2024
Installment	\$145.00	July 8, 2024
Installment	\$145.00	August 8, 2024
Installment	\$145.00	September 8, 2024
Installment	\$145.00	October 8, 2024
Installment	\$145.00	November 8, 2024
Installment	\$145.00	December 8, 2024
Installment	\$145.00	January 27, 2025
Final Payment	Balance	February 27, 2025

Cancellation Information

"Cancellation" is defined as any change made to the passenger list at least 60 days prior to trip departure day. Cancellation must be made under the traveler's account at Trip Account by clicking on the "Cancel a Traveler" link on traveler's/ payer's welcome page dashboard OR by e-mail or written communication to BT®. With the exception of non-refundable deposits/payments, if cancellation is received 60 days or more prior to trip departure day, money returned by suppliers is refundable. Cancellations received 60 days or fewer before, or on, trip departure day are non-refundable, unless a paying substitute traveler takes the place of the cancelled person. If the trip includes airfare, cancellation and/or substitution policies may vary, depending on the airline, date of ticketing and group contract. Please contact BT® for additional information. Travelers desiring travel and cancellation insurance may find it from a provider of their choice.

Tour Operator Responsibility

Bennett Travel (BT®) Powered by Music Travel Consultants acts only as an agent in providing means of transportation or other services. All tickets are issued and all other services are offered or provided subject to any and all terms and conditions, under which such means of transportation or other services are offered or provided. The issuance and acceptance of such services shall be deemed to be consent to the further condition that BT® shall not be or become liable or responsible in any way in connection with such means of transportation or in connection with other services, or for any loss, injury or damage to or in respect of any person or property howsoever caused or arising, even if such loss, injury or damage arises, in whole or in part, as a result of alleged negligent acts or omissions of Bennett Travel Powered by Music Travel Consultants. The airlines, trains, motor coaches and ships concerned are not to be held responsible for any act, omission or event during the time passengers are not aboard the airline, train, motor coach or ship. BT® reserves the right to alter the itinerary. Any extra charges arising from such change must be met by the passenger. BT® reserves the right to cancel the tour or to remove any passenger from the tour; its sole liability in such instance being the refund of all monies paid to it for unused services. By acceptance of tour membership, Passenger agrees to the foregoing and also agrees that BT® shall not become liable or responsible for loss, damage, injury or inconvenience to Passenger and to their possessions caused by or resulting from occurrences, negligent or otherwise, due to the malfunction or breakdown of machinery or equipment, strikes or labor disputes, acts of God, war or civil strife, acts of governments or civil authorities, disease, delays, fire, theft, weather, itinerary changes or cancellation of services or default by suppliers, even if such loss, injury or damage arises, in whole or in part, as a result of alleged negligent acts or omissions of BT® Powered by Music Travel Consultants.

Why Travel With Bennett Travel?

Founded in 2008 by Jeff Bennett, Bennett Travel specializes exclusively in student group travel arrangements for middle school, high school and collegiate groups including music performance ensembles. Led by former educators and award-winning music teachers, we focus on meeting the needs and exceeding the expectations of students, teaching staff, parents and administrators for each group we serve. High quality trips with extraordinary personal service are the hallmarks upon which we've built our reputation. Our staff takes the time to understand your needs and concerns. GROUP TRAVEL is OUR business. We've focused exclusively on group trips since day one and our staff has vast travel knowledge and travel experience in every popular group destination around the globe. Class trips, band, choir or orchestra performance tours, our commitment is to give your group an educational and once in a lifetime travel experience. Learn more about Bennett Travel here:

www.bennett-travel.com

The Travel App

A travel app for the finest bands, choirs and orchestras in the world.

Music Travel Consultants introduces the "Travel" app, free to all of a group's travelers. Teachers, directors, staff, chaperones and students may use this secure, information-packed, versatile app during their trip. With real-time trip schedule updates, everyone knows where to go and when to be there. The app also provides instantaneous group messaging because communication is key to a successful trip and invaluable in an emergency. Travelers can use the app to securely send messages and photos limited only to their group. The "Travel" app is full of trip leader tools, which easily record contacts, create lists of all kinds and assign chaperones. To stay organized, assistants, staff and boosters may be granted access at the trip leader's discretion. The "Travel" app frees a music director's time, and provides staff, chaperones, students and travelers a convenient, easy, secure way to totally enjoy the trip and all it offers! You can find out more about the "Travel" app at:

www.tripaccount.com/app



Dedicated Tour Directors

One of the integral parts of a successful Bennett Travel trip is having a dedicated and committed Tour Director, right at your side throughout your journey. From a group's first steps out the door until they return safely home, if the unpredictable happens, rest assured that your Bennett Travel Tour Director will use extensive training and management skills to find a solution as quickly as possible. Want to know more about the importance of having

www.bennett-travel.com

References? We've Got a Few...

Cadillac High School
Chippewa Valley High School
Coopersville High School
Dakota High School
Dow High School
East Grand Rapids High School
East Rockford Middle School
Grand Ledge High School
Greenville High School

Hamilton High School
Hastings High School
Imlay City High School
John Glen High School
Lake Fenton High School
Lakewood High School
Manton High School
Mason High School
Midland High School

Otsego High School
Owosso High School
Port Huron High School
South Haven High School
St Clair High School
Walled Lake High School
Waterford Kettering High School
Waterford Mott High School
West Ottawa High School



Bennett Travel has been a Michigan staple in the student travel industry since 2008. Staffed and operated by former educators, Bennett Travel is proud to serve educators and their student groups. Designing tours for all types of school groups, Bennett Travel consistently offers the best quality for all their clients. With a focus on one-of-a-kind, personalized service and attention to detail, Bennett Travel has grown to be the travel planner of choice in Michigan. President, Jeffrey Bennett, completed a successful 30-year career as Director of Bands and Orchestras in North Branch, Kentwood and Harbor Springs, Mich. Since his retirement from the classroom, Jeff and his team have dedicated their knowledge, energy and expertise into organizing customized tours for any type of school group. From first consultation to proposal, their staff meets with parents, administrators and travelers to ensure each portion of the tour is designed to meet your needs. A professionally trained Tour Director will get you to your destination and back home, taking the pressure of travel logistics off your plate so that you can focus on the student experience and their performance.

www.bennett-travel.com



Since 1987, Music Travel Consultants, led by accomplished band directors, has become first choice for student performing group travel by hearing customers, providing industry-leading on-line services and having professional Tour Directors conduct most trips. Focused on creating custom trips that provide relevant, memorable and rewarding student travel experiences, Indianapolis-based Music Travel successfully partners with customers to do just that, in destinations within the United States and world-wide. Over 165 years combined travel expertise earned in over 68 countries enables Music Travel Consultants to anticipate group needs and deliver group wishes, without surprises or hidden costs.

www.musictravel.com

We are pleased to be members of the following prestigious and respected travel associations in an ongoing effort to provide the absolute best student group travel service possible.

Music Travel Consultants is proud to be a Disney Parks Recognized Youth Travel Planner. Music Travel Consultants was also selected to be a part of the Walt Disney World Resort/Disneyland Resort Youth Travel Planner Symposium.



Music Travel Consultants is pleased to be Disney Broadway's Preferred Travel Planner. Disney Theatrical Productions Limited (DTP), also known as Disney on Broadway, is the flagship stageplay and musical production company of the Disney Theatrical Group, a subsidiary of The Walt Disney Studios, a major business unit of The Walt Disney Company.

Music Travel Consultants is proud to be an official Universal Orlando Preferred Youth Travel Planner. Universal Orlando Resort™ is proud to partner with select vendors that provide superior service and quality products for the ultimate theme park and resort hotel experience.



Music Travel Consultants is pleased to be the Official Student Travel Partner of Music for All and Bands of America. Music for All is one of the largest and most influential national music education organizations in support of active music-making. Music for All is unique in that it combines programming at a national level with awareness campaigns, research and advocacy. Bands of America, the nation's leading presenter of music events for high school band students, champions a mission to create and provide "positively life-changing" experiences for students, teachers, parents and communities.

Music Travel Consultants is proud to be Winter Guard International's Preferred Travel Partner. WGI Sport of the Arts is the world's premier organization producing indoor color guard, percussion, and winds competitions. As a non-profit youth organization, WGI also serves as the governing body for the indoor color guard, percussion, and winds activities. It is called the Sport of the Arts because it brings music to life through performance in a competitive format. Even with over 40 years of history, the sport continues to evolve and grow.



MEMBERSHIPS

Providing students with educational and unforgettable experiences is an effort that goes beyond Music Travel Consultants. We are surrounded by world-class programs and partners that support our vision and we support each other the same way musicians do. Here are some additional organizations we are proud to be a part of:



LETTER OF INTENT

Bennett Travel
5348 Vermont Street, Suite 200
Indianapolis, IN 46224
Phone: 317.637.0837
www.bennett-travel.com



This Letter of Intent appoints **Bennett Travel** as the sole agent for all transportation, sleeping arrangements, food functions, entertainments activities, and tour arrangements in connection with the tour proposal for **Owosso HS Band - Ground, March 20 - March 25, 2025, to Orlando, Florida** dated **March 15, 2024**. All services outlined in that itinerary and tour conditions become part of this agreement.

Owosso HS Band - Ground agrees to timely compliance with the payment schedule as outlined in the proposal, and further warrants that it will promote the trip to its membership so as to achieve the level of tour member participation specified in the tour proposal. It warrants that it understands that the tour pricing is based on the number of participants stated in the proposal, and it understands that the prices may change up or down with decreases or increases in the number of participants.

In the event that the proposed services cannot be provided due to cancellation or unavailability of said services, **Bennett Travel** reserves the right to make substitutions of features of equal value and similar quality, per its Tour Operator's Responsibility clause, printed below.

Tour prices are based on a specifically proposed number of tour participants, in conjunction with tariffs in effect as of **October 5, 2023**, and they are subject to change. (See TOUR CONDITIONS page of proposal)

Written cancellations by individual tour members are refundable under the criteria set-forth in the paragraph entitled CANCELLATION INFORMATION on the proposal's TOUR CONDITIONS page.

Bennett Travel is insured and abides by the standards of business conduct of National Tour Association (NTA) and Student & Youth Travel Association (SYTA). Personal life, injury, cancellation and property insurance is available to individual tour members through **Bennett Travel** at an additional charge.

Both copies of this Letter of Intent are to be signed and dated by both parties. One copy is to be retained by each. This Letter of Intent, along with attachments described above, consists of the total agreement between **Bennett Travel** and **Owosso HS Band - Ground**.

FOR **Bennett Travel**:

_____ Date: _____

Position:

FOR **Owosso HS Band - Ground**:

_____ Date: _____

Position:

Tour Operator's Responsibility

Music Travel Consultants and its affiliated companies ("Agent") act only as Agent in providing means of transportation or other services. All tickets are issued and all other services are offered or provided subject to any and all terms and conditions under which such means of transportation or other services are offered or provided. The issuance and acceptance of such services shall be deemed to be consent to the further condition that Music Travel Consultants nor its affiliated companies shall be or become liable or responsible in any way in connection with such means of transportation or in connection with other services, or for any loss, injury or damage to or in respect of any person or property howsoever caused or arising. The airlines and motor coaches and ships concerned are not to be held responsible for any act, omission or event during the time passengers are not aboard the airline or motor coach or ship. Agent reserves the right to alter the itinerary. Any extra charges arising from such change must be met by the Passenger. Agent reserves the right to cancel the tour or to remove any Passenger from the tour; its sole liability in such instance being the refund of all monies paid to it for unused services. By acceptance of tour membership, Passenger agrees to the foregoing and also agrees that Agent shall not become liable or responsible for loss, damage, injury or inconvenience to Passenger and to his/her possessions caused by or resulting from occurrences, negligent or otherwise, due to the malfunction or breakdown of machinery or equipment, strikes or labor disputes, acts of God, war or civil strife, acts of Governments or Civil Authorities, disease, delays, fire, theft, weather, itinerary changes or cancellation of services or default by suppliers.

Out-of-State Staff Professional Development Travel to Wisconsin– SME PMI training & certification

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-201

FOR FUTURE ACTION

Subject:

Out-of-State Staff Professional Development Travel – SME Prime Sponsored Snap-On Precision Measure Instrument training and certification

Recommendation:

Resolve that the Board of Education approve the out-of-state travel for Carrie Warning to travel to Sturtevant, WI July 21-25, 2024

Rationale:

Carrie Warning will travel to Sturtevant, WI via plane for SME Prime Sponsored PMI training and certification as a condition of SME Prime Grant acceptance

Statement of Purpose:

The purpose of this trip is to provide one instructor with training in Precision Measurement Instruments which will result in the teacher becoming a certificated trainer of the Snap-On PMI training and certification. The student training and certification is an industry supported certification that will allow students to show mastery of fundamental knowledge in precision measurement instruments used in the manufacturing industry.

Facts:

SME Prime Sponsored Training

Carrie Warning – OHS teacher

Training: NC3 Train the Trainer – Snap-On PMI Certification

July 21-25, 2024

Sturtevant, WI

Overall Cost (except teacher stipend) being reimbursed by SME Prime (est. \$3145)

Out-of-State Staff Professional Development Travel to MN – SME Additive Manufacturing Training

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-202

FOR FUTURE ACTION

Subject:

Out-of-State Staff PD Travel – SME Prime Sponsored Stratasys Additive Manufacturing training and certification

Recommendation:

Resolve that the Board of Education approve the out-of-state travel for Carrie Warning to travel to Eden Prairie, MN August 5-9, 2024

Rationale:

Carrie Warning will travel to Eden Prairie, MN via plane for SME Prime Sponsored Stratasys Additive Manufacturing training and certification as a condition of SME Prime Grant acceptance

Statement of Purpose:

The purpose of this trip is to provide one instructor with training in Additive Manufacturing (3D printing) which will result in the teacher becoming a certificated trainer of the Stratasys Additive Manufacturing certification. The student training and certification is an industry supported certification that will allow students to show mastery of fundamental knowledge in additive manufacturing used in the manufacturing industry.

Facts:

SME Prime Sponsored Training

Carrie Warning – OHS teacher

Training: Stratasys Additive Manufacturing Certification

August 5-9, 2024

Eden Prairie, MN

Overall Cost (except teacher stipend) being reimbursed by SME Prime (est. \$2750)

Konica Minolta Copier Contract Renewal

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
May 22, 2024
Report 23-203

FOR FUTURE ACTION

Subject:

Awarding the bid for copiers District-wide

Recommendation:

Resolve that the Board of Education authorize the Superintendent or his designee to enter into a contract with Konica Minolta Business Solutions U.S.A., Inc. for leasing and maintenance of copiers for the District for the next five years.

Rationale:

In order to assure the timely transition from the current copiers at the conclusion of the current copier lease with machines and service that have a proven track record.

Statement of Purpose/Issue:

To contract for the leasing and maintenance of copiers to be placed throughout the District for the next five years.

Facts/Statistics:

The current copier lease of Konica Minolta machines will end in the current fiscal year. In order to provide for a timely and responsible transition from the current copier lease/maintenance contract to a proposed five-year lease/maintenance contract, the following criteria and information have been taken into consideration:

- Konica Minolta Business Solutions meets competitive bid requirements and is listed on the MiDeal website.
- The current quote is lower than the expiring contract and the contract listed on the MiDeal website.
- The copiers work with our Papercut software.

In addition, the following three additional factors weighed heavily on the recommendation for Konica Minolta:

1. Quality of the machines – the district has had great success with the Konica Minolta machines operating well with very few maintenance issues of significance over the last ten years.

2. Customer service – Konica Minolta has provided excellent customer service over the last several years for the District resulting in minimal copier downtime.
3. Transition– due to the fact that the District currently has Konica Minolta machines, there will be an easier transition and flexibility in moving forward.

Motion

Seconded

Vote – Ayes

Nays

Motion

COPIER BID COST ANALYSIS

VENDOR	ANNUAL LEASE	PROJECTED ANNUAL MAINTENANCE COST*	AVERAGE PER PIECE MAINTENANCE COST*	TOTAL PROJECTED ANNUAL PAYMENT	TYPE OF MACHINE
Konica Minolta Business Solutions USA 2019	\$40,894.44	\$30,277.45	0.0034	\$71,171.89	KONICA
Konica Minolta Business Solutions USA 2024	\$45,116.40	\$21,000.00	0.0029	\$66,116.50	KONICA

NOTE:

* Based primarily on current volumes and usage remains same on machine

For Information

Personnel Update

OWOSSO PUBLIC SCHOOLS
Board of Education
May 22, 2024
Report 23-204

FOR INFORMATION

Subject:

Personnel Update

Accepted Positions

Brandie McGregor has accepted the Sub Custodian position.

Bryan Bigelow has accepted the Sub Custodian position.

Madison Benson has accepted the OHS Guidance Secretary position.

Connor Sergent has accepted the Sub Bus Driver position.

Resignations

Kathleen Guth, Custodian resigned effective April 26, 2024.

Retirements

Jeffery Barter, Teacher at Owosso High School has submitted his letter of intent to retire effective August 16, 2024 after 21 years of service.

Elaine Crego, Teacher at Bryant Elementary has submitted her letter of intent to retire at the conclusion of the 2023-2024 school year after 24 years of service.

Janine Elbing, Teacher at Owosso School has submitted her letter of intent to retire at the conclusion of the 2023-2024 school year after 5 years of service.

William Lentz, Teacher at Central Elementary retired effective February 16, 2024 after 11 years of service.

Lisa Meihls, Teacher at Emerson Elementary has submitted her letter of intent to retire at the conclusion of the 2023-2024 school year after 32 years of service.

Janell Perkins, Teacher at Owosso High School has submitted her letter of intent to retire effective July 31, 2024 after 35 years of service.

Daniele Raffaelli, Teacher at Bryant Elementary has submitted her letter of intent to retire at the conclusion of the 2023-2024 school year after 27 years of service

Michael Tolrud, Teacher/Band Director at Owosso Middle School has submitted his letter of intent to retire at the conclusion of the 2023-2024 school year after 26 years of service.

Lisa Pilon, Guidance Secretary at Owosso High School has submitted her letter of intent to retire effective September 1, 2024 after 16 years of service.

Michele Prince, Food Service Administrative Assistant retired effective April 5, 2024 after 24 years of service.

Renee Secor-Jenks, Transportation Director has submitted her letter of intent to retire effective July 14, 2024 after 28 years of service.