

Board of Education Mary Gebara President, 2023-2024	Okemos Public Schools <a href="mailto:board@okemosk12.net">board@okemosk12.net</a> <a href="http://okemosk12.net">http://okemosk12.net</a>	4406 Okemos Road Okemos, Michigan 48864 Phone: 517-706-5010
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*This agenda is for general informational purposes only. Based on board policy, the board of education may revise this agenda and may take up other issues at the meeting.*

**6:30 PM**

**MEETING AGENDA  
Monday, November 11, 2024**

**Community Conference Rm**

**CALL TO ORDER**

Tom Buffett, Katie Cavanaugh, Shulawn Doxie, Mary Gebara, Melanie Lynn, Andrew Phelps and Jayme Taylor

**WELCOME AND MEETING FORMAT (2 Min)**

Welcome to this regular meeting of the Okemos Board of Education held in public for the purpose of conducting the business of the school board.

There are two opportunities for public comment: Citizens who wish to address agenda or non-agenda items will have an opportunity at the beginning of the meeting, as well as near the end of the meeting. In-person individuals who wish to address the board must complete a blue form, located with the agendas near the room entrance, and present it to the board’s secretary prior to the start of the agenda item. Virtual participants must submit their name and address in a message through the chat box located in Zoom’s meeting controls prior to the start of the agenda item.

At the appropriate point in the agenda, the board president will call upon individuals who have submitted a blue card or chat message and that individual’s microphone will be un-muted for their comments.

**ADJOURN TO EXECUTIVE SESSION – Contract Negotiations**

Pursuant to Section 8(a) of the Open Meetings Act, the board of education may adjourn to Executive Session for the purpose of contract negotiations.

That the board adjourn to Executive Session pursuant to Section 8(a) of the Open Meetings Act for the purpose of discussing a personnel matter (Roll Call).

**RECONVENE**

Tom Buffett, Katie Cavanaugh, Shulawn Doxie, Mary Gebara, Melanie Lynn, Andy Phelps, Jayme Taylor

**PRESENTATION: E3 Update (10 Min)**

Representatives from Child and Family Charities will provide an update of the Expanding, Enhancing Emotional Health (E3) grant program, which provides a mental health clinic for OPS youth ages 5-21 years at Okemos High School.

**Discussion Moved Forward - Kinawa Remediation**

Operations Director Brian Lieber will provide an information and an update regarding Kinawa remediation efforts including budget, and timelines. Superintendent Hood authorized this project to begin as part of the emergency clause in board policy 3301.

**CITIZENS ADDRESS AGENDA AND NON-AGENDA ITEMS**

At this time in the meeting, citizens have an opportunity to address the board regarding items of interest that that may or may not be part of the evening’s agenda. Citizens are required to limit comments to three minutes, except when this requirement is waived by the board president during the meeting. A designated timekeeper will communicate to the individual who is addressing the board at three minutes. The board highly values public comment and input; however, the board meeting format is designed to facilitate the evening’s agenda and,

therefore, restricts board members from engaging in conversation with speakers or immediately responding to questions. Questions and concerns may be addressed by the board later in the agenda and may be assigned for follow-up by the board or superintendent at a later date.

### **SUPERINTENDENT REPORTS/REQUESTS (10 Min)**

The superintendent will highlight events and issues of interest and take questions from the board.

### **HIGH SCHOOL STUDENT REPORTS/REQUESTS (5 Min)**

The high school student representative will highlight events and issues of interest and take questions from the board.

### **BOARD REPORTS/REQUESTS (10 Min)**

The board will acknowledge receipt of correspondence.

Individual board members may highlight other events and issues of interest and request follow-up on other matters of concern.

### **ACTION ITEMS**

Within Action Items, there is a Consent Agenda to expedite the business of the board which groups a number of items together to be dealt with by one action of the board. However, items in the consent agenda may be extracted by individual board member request for further discussion or clarification.

### **CONSENT AGENDA (5 Min)**

*In an effort to expedite the business of the board of education, but in no way meant to diminish the importance of each item, a Consent Agenda has been developed.*

That the board approve items 1 through 3 for immediate implementation and appropriate action.

Item 1: Approval of the Minutes of the Regular Meeting of October 28, 2024; Item 2: Approval of the Minutes of the Executive Session Meeting of October 28, 2024; and Item 3: That the board acknowledge receipt of the October financial statement and approve payment of bills for October.

### **OTHER ACTION ITEMS**

The Other Action Items require additional discussion prior to board action.

### **Board Policy First Reading**

As part of the Thrun Law Policy Service, updated and new policies were provided. The policy committee is submitting several policies that have been reviewed and/or revised: 2406 Board Officers' Duties and 2505 Board Committees.

Policies given first reading by the board are posted on the district website for thirty days for public review. Policies not given first reading are returned to the committee for further review and editing.

That the board waive the reading and adopt first reading of board policies 2406 Board Officers' Duties and 2505 Board Committees.

### **DISCUSSION ITEMS**

Discussion items are intended to provide an opportunity for review of material and interaction concerning the individual items. Action is not taken during the board meeting. Discussion items may be acted upon by the Board of Education at a later date. The board president may move a discussion item forward in the meeting agenda to facilitate timely discussion and/or community input on that discussion item.

### **Insulin Litigation**

The board will discuss and consider whether to join a nationwide lawsuit against various insulin manufacturers, pharmacy benefit managers and other dependents accused of inflating insulin prices.

### **Board Operating Procedures**

The board will review and discuss the proposed board operating procedures.

### **Board Book Study**

The board will discuss the next chapters of The Human Side of School Change as part of their book study.

### **COMMENTS FROM THE PUBLIC**

At this time in the meeting, citizens have an opportunity to address the board regarding any item(s) of interest. Individual comments at this time will be limited to three minutes but may be extended at the discretion of the board president. A designated timekeeper will communicate to the individual who is addressing the board at three minutes. The board highly values public comment; however, our meeting format does not allow the board to engage in conversation with speakers. Questions or concerns may be assigned for follow-up by the board or the administration at a later date.

### **OTHER MATTERS (5 Min)**

### **ADJOURN**

# Kinawa Remediation Plan

Root Cause, Our Process, Prevention, Estimated Costs

# Root Causes

## HVAC system not working properly

- AC system not operating properly
- Some air handlers were programmed off

## Sources of moisture

- No vapor barrier
- Leaky basement
- Pool
- Summer cleaning
- Humans

## Flooring

- Old carpet

# Expert Recommendation

- Replace ceiling tiles, as needed
- Cleaning all surfaces and Items- wiped clean or cleaned with a HEPA vac
- Air circulation through HEPA air scrubbers
- Replace all carpet with hard flooring

# Our Process

**The building is safe for students and staff to remain at Kinawa during this process.**

Cleaning began two months ago.

## 1. First Phase

- Clean 54 classroom and student use area
  - 9 rooms are done, 45 to go
- Estimated timeline for completion is late winter / early spring

## 2. Second Phase

- Office Areas

## 3. Third Phase

- Gym areas, auditorium, cafeteria, storage spaces and mechanical areas

# Prevention

## HVAC System

- Repair broken sensors so we can better monitor performance
- Improved maintenance to ensure better HVAC system performance

## Sources of Moisture

- Summer cleaning schedule changes
- Continue monitoring and repairing any building leaks

## Flooring

- Develop regular replacement plan for flooring throughout the district

# Estimated Costs

- Cleaning = \$800,000
- Environmental testing = \$100,000
- HVAC assessment & repairs = \$150,000
- Carpet, ceiling tile & materials replacement = \$450,000

**Total not to exceed \$1.5 million**

## **Funding sources:**

- Bond/Sinking Fund \$450,000-\$600,000
- General Fund, \$900,000-\$1,050,000

**Kinawa 5-6 will remain with students & staff for 6 more years and serve as District offices afterwards.**

## Series 2000: Bylaws

### 2400 Board Membership and Duties

#### 2406 Board Officers' Duties

To ensure proper district oversight, a Board officer must fulfill the requirements of the respective office. The following Board officer duties may be modified or removed, in whole or in part, by Board action.

##### A. President

1. Preside over all Board meetings and act as a decision-maker on procedural issues.
2. Coordinate with the Executive Committee and Superintendent or designee to prepare Board meeting agendas.
3. Serve as the Board's spokesperson unless another person is designated by the Board.
4. Sign contracts, correspondence, and other documents on behalf of the District as authorized by the Board or required by law.
5. If both the President and Vice President are absent from a Board meeting, the Board may appoint a Board member to serve as acting President.
6. Accept complaints and coordinate investigations into allegations of misconduct against other Board members or the Superintendent, including placing the Superintendent on non-disciplinary, paid administrative leave during the pendency of an investigation.
7. Contact legal counsel on the Board's behalf or authorize individual Board members to contact legal counsel.
8. Perform other duties as prescribed by law, Policy, or Board action.

##### B. Vice President

1. In the President's absence or where the President is precluded from performing the President's duties, preside over Board meetings and perform the President's other duties.
2. Perform other duties as prescribed by law, Policy, or Board action.

##### C. Secretary

1. Ensure that an accurate record of Board meetings is maintained and published in compliance with law.
2. Sign Board meeting minutes, orders, resolutions, and records memorializing Board proceedings.

3. Draw and sign orders upon the Treasurer for money to be disbursed by the Board.
4. Perform other duties as prescribed by law, Policy, or Board action.

In the Secretary's absence, the Vice President will serve as acting Secretary or, in the alternative, the Board may appoint a Board member to serve as acting Secretary.

The Secretary may delegate duties to an assistant to the Secretary to the extent allowed by law.

#### D. Treasurer

1. Serve as the custodian and maintain accounting for District monies, credits, and property.
2. Sign checks and other Board-authorized documents.
3. Perform other duties as prescribed by law, Policy, or Board action.

In the Treasurer's absence, the Vice President will serve as acting Treasurer or, in the alternative, the Board may appoint a Board member to serve as acting Treasurer.

The Treasurer may delegate duties to the person acting as the District's business official or to an assistant to Treasurer, to the extent allowed by law.

#### E. Succession

1. Board office holders will promptly transfer authority to their respective successor in office, including access to District accounts, investments, files, and public records.
2. Board office holders will promptly deliver District property, including logs, ledgers, money, reports, files, books, equipment, and public records, to the Board officer's respective successor in office.
3. The transfer of District property will promptly occur at a location and time agreed upon by the Board officer and the Board officer's successor in office or at a location and time otherwise determined by the Board.

Legal authority: MCL 380.901, 380.947, 380.1213, 380.1221, 380.1223, 380.1231, 380.1362, 380.1371, 380.1372, 380.1535a, 380.1539b, 380.1577, 380.1613; MCL 600.6094

Date adopted: July 1, 2024

Date revised:

## Series 2000: Bylaws

### 2500 Board Meetings and Open Meetings Act Compliance

### 2505 Board Committees

#### A. General

1. The Board may establish standing, advisory, and ad hoc committees as it deems necessary and advisable.
2. The Board determines a committee's membership, chairperson, purpose, duties, and authority. The Board may delegate authority to the President to determine a committee's membership and chairperson.
3. A committee's membership must include at least 1 Board member.
4. A committee must be composed of fewer Board members than would constitute a quorum of the Board.
5. The Superintendent or designee may serve as an ex officio member of any committee.

#### B. The Board establishes the following standing committees, the Advocacy Committee, Executive Committee, and the Policy Committee.

1. The Advocacy Committee shall promote appropriate board engagement in advocacy activities and engage the community to identify areas where they may wish to advocate for issues that would serve to advance the educational opportunities of Okemos students.
2. The Executive Committee is comprised of the Board President, Board Vice-President, and the Board Secretary. The Executive Committee sets is tasked with agenda planning, Board meeting scheduling, new Board member orientation, and providing appropriate direction to the superintendent outside of board policy.
3. The Policy Committee shall be responsible for the creation, amendment, and review of policy drafts prior to consideration by the entire board. Policy shall be adapted in accordance with Board Policy 1301.

#### C. Committee Meetings

1. Committee meetings will be convened by the committee's chairperson or designee.
2. When applicable, committee meetings must be held in compliance with the Open Meetings Act, Policy 2501, and, if applicable, Policy 2501A. Any committee that is authorized to deliberate, narrow options, eliminate options, or otherwise make decisions on the Board's behalf must conduct its meetings in compliance with the Open Meetings Act, Policy 2501, and, if applicable,

Policy 2501A, including notice requirements, recording minutes, and allowing for public participation.

3. Meeting notices as required by the Open Meetings Act, Policy 2501, and, if applicable, Policy 2501A, will be posted for any committee meeting at which more than a quorum of the Board may be present.
4. When required by the Open Meetings Act, a committee will keep minutes of its meetings. In addition, the Board may direct that a committee keep minutes of its meetings, even if not required by the Open Meetings Act.

#### D. Committee of the Whole Meetings

The Board may meet as a committee of the whole. A committee of the whole meeting must be conducted in compliance with the Open Meetings Act, Policy 2501, and, if applicable, Policy 2501A. The provisions of this Policy do not otherwise apply to committee of the whole meetings.

Legal authority: MCL 15.261 et seq.; *Schmiedicke v Clare Sch Bd*, 228 Mich App 259 (1998)

Date adopted: July 1, 2024

Date revised:

## INSULIN LITIGATION RESOLUTION

A [regular or special] meeting of the [Entity Name] (“Entity”) [Board of Education, Board of Directors, Board of Trustees, City Council, or other Governing Body] (the “Board”) was held on the [ ] day of [ ], 202[ ] at the following time: [ ] (“Meeting”).

The Meeting was called to order by \_\_\_\_\_

Present:

Absent:

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

### WHEREAS:

1. Entities nationwide have recently started joining a nationwide lawsuit against various insulin manufacturers, pharmacy benefit managers, and other defendants accused of artificially inflating insulin prices at the expense of employers and health plan entities, specifically Case No. 2:23-md-03080 in the United States District Court for the District of New Jersey (“Lawsuit”).

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

3. Thrun Law Firm, P.C. referred the Entity to Frantz for the Lawsuit.

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

5. The Board believes it is in the Entity’s best interests to authorize and direct [Insert Position, such as Superintendent, President, or Manager] or designee to sign the attached Attorney-Client Fee Contract on behalf of the Entity and to take such other action as necessary to obtain monetary damages for the Entity in the Lawsuit, subject to review by the Entity’s legal counsel.

### NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

Ayes:

Nays:

Absent:

Motion Passed:

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[Board Secretary or Clerk]

The undersigned duly qualified and acting Board Secretary hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

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[Board Secretary or Clerk]

Date: \_\_\_\_\_, 202\_\_

## ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between [Name of School District, Intermediate School District, Public School Academy, Community College, Municipality, or Other Entity], whose address is [ ] (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
  - A. **CLIENT REPRESENTATIVES.** Client designates [Insert Position Identified in Resolution], or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the Insulin litigation, specifically Case No. 2:23-md-03080 in the United States District Court for the District of New Jersey (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client

will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of thirty percent (30%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

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

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

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

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

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.

- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

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

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed thirty percent (30%) of the gross recovery as defined in Paragraph 5.
  - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive thirty-five percent (35%) of the Total Fee if the Client meets at least one of the following:
    - A. Is a Thrun retainer client.
    - B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
    - C. Is not a Thrun retainer client, but Client was referred to Attorneys for the Action by Thrun, as reflected in a written statement from Client or Thrun.

Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

7. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following:

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

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

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

8. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
9. DISCHARGE AND WITHDRAWAL.
  - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
  - B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client

at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.
11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
12. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
13. MULTIPLE REPRESENTATIONS: The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are

associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.

14. AGGREGATE SETTLEMENTS: Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
15. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by Client and Attorneys.
16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.
17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.

21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Frantz Law Group, APLC

Dated: \_\_\_\_\_, 202\_\_

Frantz Signature: \_\_\_\_\_

Frantz Print Name: \_\_\_\_\_

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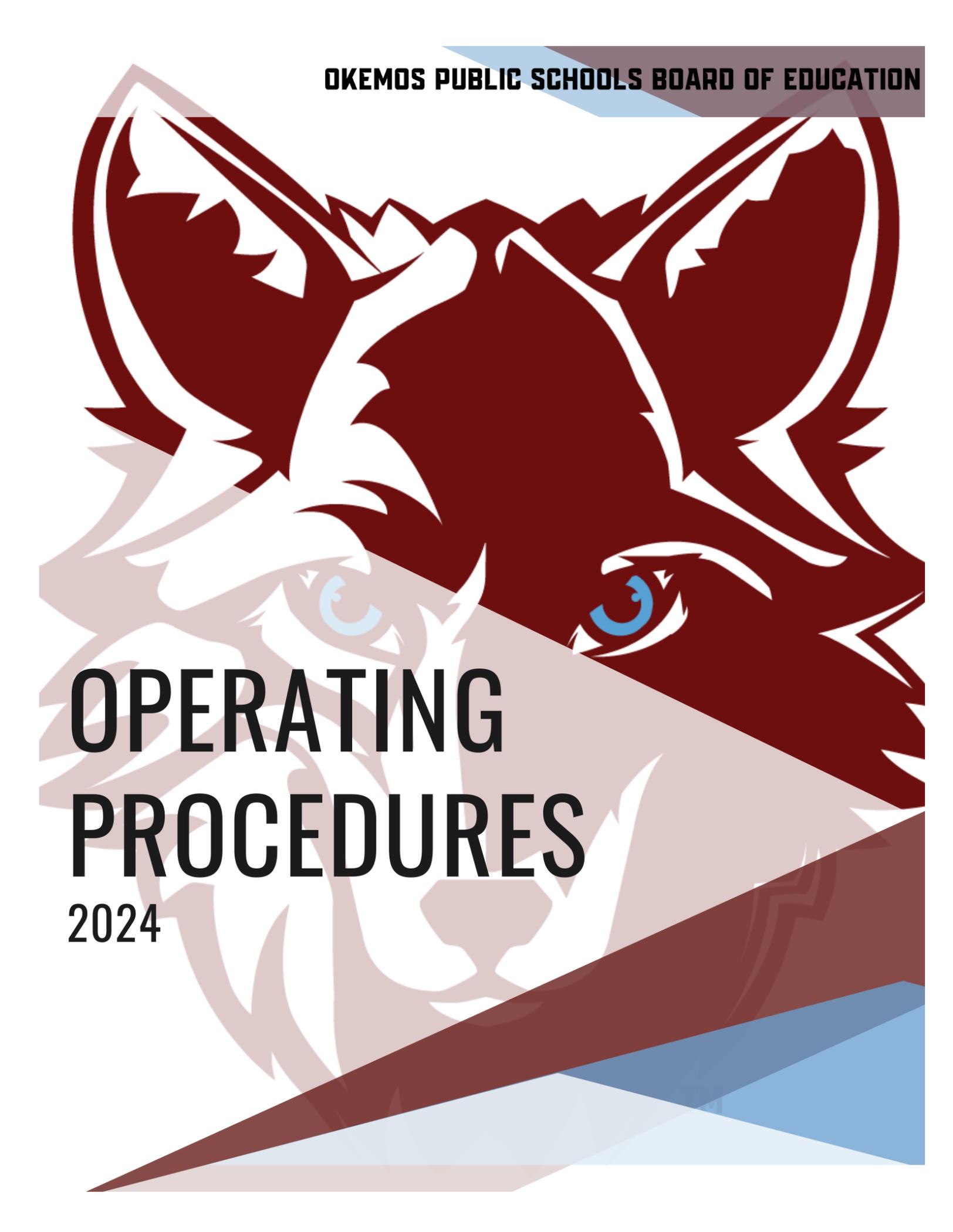
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**OKEMOS PUBLIC SCHOOLS BOARD OF EDUCATION**



# **OPERATING PROCEDURES**

**2024**

# OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES



## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

### **Mission Statement:**

Together...educating with excellence, inspiring each learner for life.

### **Vision Statements:**

Leading in Educational Equity

Educating Students to Care and Positively Impact their Community

### **Value Statements:**

In pursuit of excellence, we value:

- **EQUITY** - Understanding, acknowledging, and responding to the diverse needs and strengths of all individuals.
- **RELATIONSHIP** - Engaging in intentional interactions to nurture respect, trust, and open communication among all.
- **CULTURE** - Creating a safe and inclusive environment that encourages kindness, empathy, wellbeing, and individuality.
- **INTEGRITY** - Maintaining exceptional ethical standards rooted in honesty and transparency.
- **INNOVATION** - Inspiring creativity and change to adapt to an ever-changing world.

Table of Contents

I. ROLES AND RESPONSIBILITIES

A. Responsibility and Ethics

- 1. Governance Resolution .....6
- 2. Oath of Office .....6
- 3. Code of Ethics.....6

B. Monitoring and Oversight

- 1. Establishment of the District’s Vision, Mission and Annual Goals .....6
- 2. Board’s Review of the District’s Progress Toward Goals Accomplishments .....6
- 3. Board’s Review of Instructional Programs.....6
- 4. Board’s Review of Programs Other than Instructional Programs .....6

C. Policy Review, Development, and Adoption

- 1. Development and Review of Board Policy.....7
- 2. Adoption of Policies .....7
- 3. Development and Review of Board Operating Procedures .....7

D. Budget Development and Approval

- 1. Adoption of the District Budget (Full Cycle) .....7

E. Superintendent As Sole Employee

- 1. Evaluation of the Superintendent.....8
- 2. Employment of the Superintendent .....8
- 3. Board Members Concerns about the Superintendent’s Professional Performance ...9
- 4. Incapacity of the Superintendent .....9
- 5. Superintendent’s Planned Departure.....9
- 6. Unplanned Departure: Emergency Superintendent Succession Procedure .....9
- 7. Hiring of Personnel Other Than the Superintendent.....10

II. ELECTIONS AND DEVELOPMENT

A. Becoming a Trustee

- 1. Candidates .....10
- 2. Procedures for Filling a Board Vacancy .....11
- 3. New Members.....12
- 4. Compensation .....12
- 5. Reimbursement of Expenses.....12

B. Board Member Learning and Development

- 1. Certification/Continuing Education .....12
- 2. Procedures for Board Travel and Training Opportunities .....13
- 3. Board Member Site Visits.....13
- 4. Self-Assessment.....13

# OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

## III. COMMUNICATION AND ORGANIZATION

A. <u>Internal and External Communication</u> .....	13
1. Board Member Communication with Each Other .....	13
2. Board Member Responses to Employee Contacts .....	13
3. Board Member Communication with the Media .....	14
4. Board Member Responses to the Community .....	14
5. Concerns About Another Board Member’s Performance.....	14
6. Administration Communications with Board Members .....	14
7. Community Electronic Communications with the Board.....	15
8. Community Communications Directly to a Board Member.....	15
9. Community Member Request for Privacy in Communications.....	15
10. Board Member Protocol with Administration and District Personnel.....	15
B. <u>Leadership and Organization</u> .....	
1. Selection and Operation of Board Committees .....	16
2. Election of Officers.....	16
3. Role and Authority of Officers .....	16
4. Board Officer Transition Process.....	16

## IV. MEETINGS

a. <u>Open Meetings Act</u> .....	17
b. <u>Regular Meetings</u> .....	
i. Developing the Board Meeting Agenda .....	17
ii. Consent Agenda.....	18
iii. Regular Board Meeting Agenda Items .....	18
iv. Annual Calendar of the Board Agenda Items.....	18
v. Broadcasting and Taping .....	19
c. <u>Special Meetings</u> .....	
i. Annual Organizational Meeting.....	19
ii. Work Sessions.....	20
iii. Discussion of Employee/Student Issues .....	20
iv. Staff Grievances and Student/Employee Discipline Hearings.....	20
v. Closed Sessions.....	20
vi. Board Member Responses to Inquiries about Closed Sessions .....	20
vii. Participation by People Other Than Board Members in Closed Session.....	20
d. <u>Meeting Protocols</u> .....	
i. Guidelines for Board Members.....	21
ii. Meeting Procedures .....	21
iii. Board Member Preparation for Meetings .....	21
iv. Board Member Protocol.....	21
v. Discussion of Motions .....	22

**OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES**

vi. Board Member Participation in Discussion, Debate and Voting.....22  
vii. Public Comment.....22  
viii. Persons Addressing the Board .....22  
ix. Board Response to Persons Addressing the Board.....23

# OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

## I. ROLES AND RESPONSIBILITIES

### A. Responsibility and Ethics

#### 1. **Governance Resolution**

In effective school districts, the Superintendent and the Board function as a Team. A structured approach to developing a shared vision for the district and setting meaningful goals is enhanced by a system of standard operating procedures. The School Board is the corporate policy making body for the District and the Superintendent is responsible for implementation. Therefore, the Okemos Board of Education and Superintendent function as a Team to provide open communication to the staff and community. The Okemos Board of Education commits to the following governance standards developed by the Michigan Association of School Boards:

- The Board of Education, in cooperation with the superintendent and stakeholders, establishes and commits to a vision for the school district that emphasizes high expectations for achievement of all students and high expectations for performance for all district employees.
- The Board of Education governs in a manner that is dignified and worthy of trust.
- The Board of Education is accountable to the school district community.
- The Board of Education holds the Superintendent accountable for creating the outcomes identified in the strategic plan.

The Okemos Board of Education adopts the following to effectively guide our work on behalf of the students we are elected to serve.

#### 2. **Oath of Office**

I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of this State and that I will faithfully discharge the duties of the office of Member of the Board of Education of the Okemos Public Schools, Michigan, according to the best of my ability. See [board policy](#) 2402.

#### 3. **Code of Ethics (See [Board Policy](#) 2302)**

### B. Monitoring and Oversight (see [Board Policy](#) 2101)

#### 1. **Development of Strategic Plan**

The Board and the Superintendent shall develop a collaborative process to develop and revise, as needed, a strategic plan that includes the district vision, mission statement, value statements, and District goals.

#### 2. **Board's Review of the District's Progress Toward Goals & Accomplishments**

- The Board will review progress towards the district goals at least on a semi-annual basis.
- Each Board member will be given access to a copy of the district's progress towards goals by the administration prior to the review meeting.

#### 3. **Board's Review of District Programs and Operations**

A. On an annual basis, the board will review:

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

- a. Instructional Programs
- b. Enrollment Trends and Projections
- c. Human Resources
- d. Facilities/Operations
- e. Safety and Security
- f. Athletics, Clubs & Extracurriculars
- g. Student Culture

- B. On a biannual basis, the board will review
- a. Technology
  - b. Food Services
  - c. Community Education
  - d. Transportation

The focus and substance of the reports will be collaboratively developed with the Superintendent.

### C. Policy Review, Development, and Adoption (See [Board Policy 1301](#))

#### **1. Development and Review of Board Policy**

- i. The Board has retained a third-party vendor specializing in school policy to provide new and updated Board policies.
- ii. New Board policies can be developed in response to District or administration needs or changes in federal or state regulations.
- iii. The Board shall ensure policies are reviewed and evaluated at least every three (3) years or as needed by the Board Policy Committee.
- iv. Administrative Guidelines are developed by the administration and reviewed by the Board. These procedures shall be available to the Board thirty days prior to implementation, whenever possible.
- v. Board Policies shall be available for public review comment at least 30 days prior to Board action on implementation of the policy.

#### **2. Adoption of Policies**

- i. Unless a specific motion is made to waive the posting period, the Board will present and discuss district policies 30 days before implementation.
- ii. After the 30-day posting period, the Board may formally adopt or approve policies.

#### **3. Development and Review of Board Operating Procedures**

- i. Board Operating Procedures will be developed and revised in response to Board need.
- ii. Board Operating procedures will be adopted via consensus of the Board.
- iii. Board Operating procedures shall be reviewed yearly as part of the Board's Annual January Organization meeting.

### D. Budget Review and Development

#### **1. Development and Adoption of the District Budget (Full Cycle)**

- i. The Board shall be involved in the development of the district budget.
- ii. The Board shall meet with the administration as needed during the year to review the school budget and recommend changes as necessary to meet the district goals within the expected revenues and

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

expenses.

- iii. The administration shall engage the Board in an annual budgeting process every spring. Pursuant to State law, the budget shall be approved prior to June 30.
- iv. The Executive Director of Finance shall report to the Board regularly as to the budget status and any recommended changes.

### E. Superintendent As Sole Employee

#### **1. Evaluation of the Superintendent (see [Board Policy 4603](#))**

The Superintendent is the sole employee of the Board of Trustees. As such the Board is responsible for hiring, supporting, supervising, and evaluating the Superintendent.

- i. The Board shall evaluate the Superintendent's performance annually in June.
- ii. In May, the Superintendent shall give the Board a self-evaluation including supporting documentation.
- iii. The Superintendent may choose to have their review during a Closed or Open Session of the Board.
- iv. The Board will approve the Superintendent evaluation in open session.
- v. The Board will review and recommend contract provisions, if needed, for the Superintendent, on an annual basis.

#### **2. Employment of the Superintendent (see [Board Policy 4602](#))**

Whenever the position of Superintendent shall be vacant, the Board shall appoint a Superintendent of Schools as chief executive officer and fix their salary and term of office which shall be no more than five (5) years. It may be aided in this task by:

- i. An ad hoc committee of Board members
- ii. The services of professional consultants
- iii. The counsel of the out-going Superintendent
- iv. The participation of members of the community

Recruitment procedures may be prepared in advance of the search and may include:

- i. Preparation of a written job specification for the position of Superintendent
- ii. Preparation of written specification of qualification in addition to proper State certification
- iii. Preparation of informative material describing this District and its education goals
- iv. Where feasible, the opportunity for applicants to visit the schools of the district.
- v. The requirement that each selected candidate for the position be interviewed by Board members in a format that encourages them to express their educational and leadership philosophies.
- vi. Solicitation of applications from a wide geographical area.
- vii. Consideration of all applicants fairly without discrimination on the basis of race, color, gender, age, religion, national origin or ancestry, marital status, disability, height, weight, and/or any other legally protected characteristic unrelated to the position of Superintendent.
- viii. The Board will develop a process that include different stakeholder groups (e.g., students, parents, community members).

All interviews of applicants by the Board or a committee of the Board shall be done in open meetings, including those conducted on-line or in hybrid formats. At the time of application, the Board President shall see that each applicant has been informed that Michigan law may not permit the Board to protect their application from disclosure, and any interview must be open to the public.

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

### 3. Board Member Concerns about the Superintendent's Professional Performance

The Board values the Superintendent role in the community and how the district is represented. If this representation is less than favorable and witnessed by a Board member, the Board member shall:

- i. Communicate their concerns directly to the Superintendent.
- ii. Communicate with the Board President to address questions and/or concerns.

### 4. Incapacity of the Superintendent (see [Board Policy 4604](#))

### 5. Superintendent's Planned Departure

- i. Circumstances that trigger the implementation of this Succession Procedure - Superintendent announces retirement or departure.
- ii. The following are key activities that need to occur - The Board will meet to determine the process and schedule/timeline to be followed to replace the Superintendent.
- iii. Until the new Superintendent assumes the position, the BOE shall:
  - Regularly update staff and other key stakeholders on progress; and
  - Announce public meetings as appropriate.

### 6. Unplanned Departure: Emergency Superintendent Succession Procedure

If circumstances trigger the implementation of the Emergency Succession Procedure, then the responsibility for the day-to-day operations of the district will fall to the Assistant Superintendent for Curriculum & Instruction until the Board can determine a more permanent course of action.

- i. Circumstances that trigger implementation of the Emergency Succession Procedure:
  - Death of the Superintendent
  - Superintendent becomes permanently incapacitated.
  - Superintendent's employment is terminated.
  - Superintendent leaves unexpectedly
- ii. The Board will meet within 10 business days to determine the process and schedule/timeline to be followed to replace the Superintendent.
- iii. If appropriate based on the circumstances, the Director of Human Resources shall work with and direct others to work with the appropriate authorities on any questions or concerns regarding any potential legal issues.
- iv. If the Superintendent's employment was terminated for cause and it is deemed necessary, have the interim leadership team immediately begin taking steps to:
  - Secure cash and checks
  - Secure employee files
  - Secure contracts
  - Secure key fob and other building keys
  - Change security codes, passwords and combinations.
  - Change locks.
  - Safeguard personal property of the departing Superintendent.

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

- Cancel or change credit cards and authorization.
  - Change signature cards.
- v. Until the new Superintendent assumes the position, the BOE shall:
- Regularly update staff and other key stakeholders on progress
  - Publish a written memo to staff, District parents and other key stakeholders explaining the event and anticipated actions.
- vi. The Superintendent must be employed pursuant to a signed contract. Such contract shall include:
- The term for which employment is contracted, including beginning and ending dates.
  - That tenure in a position shall not be granted.
  - The salary which the Superintendent shall be paid and the intervals at which they shall be paid.
  - The benefits to which they are entitled.
  - Such other matters as may be necessary to a full and complete understanding of the employment contract.
- vii. The Superintendent so appointed shall devote themselves to the duties of the office.
- viii. Any candidate's intentional misstatement of fact material to their qualification for employment or the determination of their salary shall be considered by this Board to constitute grounds for their dismissal.
- ix. The person selected for the position of Superintendent may be required to undergo a physical examination reasonably related to the duties they will be required to perform, the cost of which shall be borne by the district. See M.C.L. 15.601, et seq., 380.1229, 380.1230, 380.1246, 380.1536

### 7. Hiring of Personnel Other Than the Superintendent

- i The Board does not directly hire any personnel other than the Superintendent.
- In accordance with Michigan State Law, the Board, based upon the recommendations from the Superintendent, will have final approval of applicable personnel recommendations. The Superintendent will select professional staff and support staff.
- ii Board members can request information such as the number of applicants, the number of interviews conducted, and the number of finalists, as well as feedback on the process gathered from the interview committee after the position is filled.

## III. ELECTIONS AND DEVELOPMENT

### A. Becoming a Trustee

#### 1. Candidates

Potential candidates are encouraged to:

- Attend board meetings
- Review Okemos Public Schools website for information about the district and current initiatives
- Review MASB Get On Board - Candidate's Guide to School Board Elections

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

### 2. Procedures for Filling a Board Vacancy (see [Board Policy 2404](#))

- i. As soon as a vacancy occurs, the Board has 30 calendar days to fill that vacancy. This procedure applies to filling a vacancy created by one of the circumstances cited in Section 301 of the Election Code (resignation, death, loss of residency, etc.)
  - A Special meeting date will be set to interview and appoint a new Board member.
  - The vacancy will be announced via the district website and appropriate media outlets and will supply all potential candidates with the information needed (application, resume, etc.) in order to be considered for the vacant seat.
  - All Board members will review candidate information prior to the Special meeting.
  - The Board President, with input from other Board members, will create a list of questions to be answered by all applicants during the interview process.
  - Based on the candidate information that was reviewed, and the number of applicants, the Board may limit the number of interviews conducted.
  - Applicants who are not being interviewed will be sequestered in a room outside of the Board room. Applicants who are sequestered are not to use any electronic devices. This ensures that no one has an advantage by getting the questions from a friend or family member who may be in the audience. Any candidate that uses an electronic device while they are sequestered will forfeit their application.
  - Once interviewed, applicants may stay in the Boardroom to hear the answers of the other applicants.
  - The Board will ask applicants questions from the same list of questions collaboratively created by the Board President.
  - Each applicant will have up to 30 minutes to answer the questions asked by Board members. An applicant who answers one question to a fuller extent may not be able to answer all the questions if their allotted time has elapsed. In addition, applicants can *only* answer the questions asked by Board members, even if time remains.
  - The Board may decide to have each applicant draw a number to determine the order of the interview.
- ii. After each applicant has been interviewed, the Board will narrow the list of candidates and discuss who they think is the best candidate to fill the vacancy:
  - All Board members will narrow their support to their top 2 or 3 candidates.
  - Based on Board consensus Trustees will discuss the top 2 or 3 candidates. If consensus is not reached, a vote can be conducted to identify the top 2 or 3 candidates.
  - The Board will then discuss the top 2 or 3 candidates. After discussing candidates, a Board member may make a motion to name a candidate as the new Board member.
  - After the discussion is over, a roll call vote on the motion is taken. (no secret ballots)
  - If the candidate earns a minimum of 4 votes, they will be appointed as the new Board member.
  - If the nominated candidate does not receive 4 votes, we then proceed back to discussing and nominating candidates, until a candidate receives 4 votes.
  - The Superintendent is not to be involved in discussion, voting, or making of the selection.

### 3. New Members

- i. Newly elected members will be oriented to the work of the Board by the Board President, in

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

collaboration with the Executive Committee with the assistance of the Superintendent.

- Orientation to the Board/Board roles and responsibilities including a discussion about “who decides” particular types of issues.
  - Explanation of the Open Meetings Act, and the Freedom of Information Act (FOIA)
  - Orientation to Board/Superintendent Roles and Relationship
  - Explanation of the current evaluation cycle for the Superintendent, including goals and agreed upon progress measures. Additionally, Board Members will be notified of legally required Superintendent Evaluation Training.
  - Access and use of Board Policies, especially the 2000 series, and Board Operating Procedures
- ii. Newly elected members will be oriented to the work of the District by the Board Executive Committee with the assistance of the Superintendent. This orientation may include:
- Explanation of the District’s Administrative Guidelines manual.
  - Instructional Programs
  - Enrollment Trends and Projections
  - Human Resources
  - Facilities/Operations
  - Safety and Security
  - Athletics, Clubs & Extracurriculars
  - Student Culture
  - Technology
  - Food Services
  - Community Education
  - Transportation
  - Current District Budget, including a description of the district’s student enrollment trends and projections.

### **4. Compensation (see [Board Policy 2306](#))**

### **5. Reimbursement of Expenses (see [Board Policy 2305](#))**

## **B. Board Learning and Development**

### **1. Certification/Continuing Education**

- i. New Board members are required to participate in MASB Superintendent evaluation training prior to evaluating the Superintendent.
- ii. All Board members are strongly encouraged to participate in additional professional development activity such as county and state level conferences and workshops offered through educational or legal organizations and additional MASB classes and offerings.
- iii. In order to serve in a Board Officer position on the Executive Committee, Board members must take MASB CBA 101 or commit to do so within six months of assuming the role.

### **2. Board Retreat**

An annual Board retreat, scheduled during the January organizational meeting, will generally occur in the Summer when school is not in session.

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

The Executive Committee, in consultation with the Superintendent and with input from the Board, shall plan the retreat. This may include:

- Surveying Trustees to identify discussion topics for the retreat
- Using the retreat survey and the Board’s self-assessment to develop a draft agenda
- Sharing draft agenda with the Board, prior to it being finalized, for additional input
- Engaging an external facilitator (if using)
- Distribute a survey to Trustees after the retreat to inform future retreat planning
- Develop a summary report that includes next steps and timeline, if pertinent

### 3. Procedures for Board Travel and Training Opportunities

- i. Board members should arrange travel, accommodations and classes through the Superintendent’s office.
- ii. All Board members are to comply with the Board Policy on travel expenditures and submitting travel/training expenses.
- iii. Board members should report on their conference attendance at the next Board meeting.
- iv. Any discrepancy will go to the whole Board for approval.

### 4. Board Members Site Visits

- i. All Board members are encouraged to attend District events.
- ii. All Board members must notify the principal or designee and Superintendent of visits to campuses when they are not attending a scheduled or normal parental activity, during school hours.
- iii. Board members will check in at the office.
- iv. Site visits are intended to help Board members learn about the relationship between district policy, leadership, and budgetary investments and school operations. Board members will not engage in any activity related to the employee evaluation

### 5. Self-Assessment

- i. The Board self-assessment is done annually in June.
- ii. **Self-assessments are done as a team** (Board and Superintendent), facilitated by an independent third party.

## IV. COMMUNICATION AND FUNCTION

### A. Internal and External Communication (see [Board Policy 2101](#))

#### 1. Board Member Communication with Each Other

- i. All Board members shall have an understanding and comply with the Open Meetings Act.
- ii. Electronic Communications:
  - In order to avoid potential OMA violations, all communication regarding Board business intended for the entire Board shall go through the Superintendent’s Executive Assistant. Board members will not “Reply All” to electronic communications sent to all Trustees.

#### 2. Board Member Responses to Employee Contacts

The Board recognizes that as elected officials there will be requests and contacts from employees, therefore strict adherence to this procedure is required.

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

- i. Explain to the employee that any information shared will be dealt with appropriately.
- ii. Listen with empathy and understanding.
- iii. Refer them to use every tool available as an employee and encourage them to follow the chain of command.

### 3. Board Member Communication with the Media

- i. The Superintendent or their designee is the spokesperson for the district.
- ii. The Board President shall be the official spokesperson for the entire Board to the media/press.
- iii. All Board members who receive calls from the media should direct them to the Board President or designee.
- iv. Board members who receive calls that they believe requires their response will confer with the Board President before making any formal response.

### 4. Board Member Responses to the Community

- i. The Board communicates formally with the community through public hearings, regular Board meetings, and community forums.
- ii. The Board recognizes that as elected officials there will be interactions, requests, and less formal contact from the public, therefore strict adherence to this procedure is require.
  - Encourage community members to communicate through official channels.
  - Explain to the community member that any information shared will be dealt with according to District policy.
  - Listen with empathy and understanding.
  - Refer to the Point of Contact Flowchart and inform the Board President and Superintendent where appropriate.

### 5. Concerns about Another Board Member's Performance

- i. If a Board member has a concern about another board member's performance, they should first discuss it with the other member.
- ii. If concerns are unresolved, then they should discuss it with the Board President or other Board officers.
- iii. The Superintendent is not to be involved.

### 6. Administration Communications with Board Members

- i. The Superintendent will exercise their best judgment and discretion to determine when information should be shared with Board Members based on the specific situation.
- ii. Three types of communication with Board members:
  - Not urgent or not in the media – Updates in the Yellow Sheets
  - Very important, but not a crisis – Email to each Board member
  - Crisis/Emergency situation – Phone call to each Board member
  - In the case of an emergency or crisis, when safe to so do, the Superintendent or their designee will provide the following six pieces of information: What, Where, When, Who, Action taken and a public statement for the Board members.
  - Phone calls will be placed in the following order: President, Vice-President, Secretary, Treasurer, and Trustees.
  - The Superintendent or their designee will provide updates as appropriate.

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

### 7. Community Electronic Communications with the Board

- i. The Board will have a contact link or form on the district website to allow community members to email their issues to the entire Board.
  - The website and/or form will state in a conspicuous place the following: “the school Board members are trustees primarily charged with the vision, budget, goals, and policy for the district. Any operational or staffing issues should go through the building principal first, then to the administration.”
  - Any community email inquiries should be shared through the Superintendent’s Office with other Board members.
  - An automated email response will acknowledge the receipt of the citizen’s inquiry containing the text:

*“Thank you for your inquiry to the Okemos Board of Education. It will be shared with all the Board members. Please remember that individual Board members cannot address your inquiry individually and that Board members are charged with the visions, budget, goals, and policies for all children in the district.”*

*As a reminder, community members are highly encouraged to utilize the Point of Contact Flowchart to have issues address and resolved at the most efficient and appropriate level. Classroom issues should always be first addressed with the classroom teacher.*
- ii. Individual Board members that receive an email to their school email address, should forward the email to the Board President and the Superintendent, but may respond with discretion to the individual of the appropriate chain of command and /or notification that the information has been passed along in order to facilitate an appropriate response.

### 8. Community Communications Directly to a Board Member

- i. The Board recognizes that as elected official there will be requests and contact from the public, therefore strict adherence to this procedure is required.
  - This does not apply to casual conversations with community members.
  - The Board member should inform the Board President and the Superintendent about the issue.
  - Listen with empathy and understanding.
  - Direct the community member(s) to the Point of Contact Flowchart
  - Should the complaint rise to the Superintendent, information regarding the issue will be included in the Friday update as appropriate.
- ii. Any community email inquiries should be shared through the Superintendent’s Office with other Board members.

### 9. Community Member Request for Privacy in Communications

- i. The Board encourages openness in all community communications.
- ii. Any community member who requests privacy in communications should not expect a response.
- iii. Any inquiry/response may be subject to public disclosure per FOIA.

### 10. Board Member Protocol with Administration and District Personnel

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

- i. Board members hold no individual authority to direct the Superintendent.
- ii. No single Board member should endeavor to deliver direction or make requests to District personnel without the express permission of the Superintendent. The Superintendent is held responsible through his evaluation for the effectiveness of all staff.
- iii. Communications are, at times, necessary to gather information, express gratitude, or ask for clarifications. These are completely appropriate and would not undermine the authority of the Superintendent.
- iv. Board members should not involve themselves in issues that may arise during casual conversations but may wish to convey such issues to the Superintendent via email or phone in order that they may respond or at a minimum be aware of the issue. If the issue involves Board policy, the Board President should also be informed.
- v. Concerns about an administrator's actions/decisions should be shared with the Superintendent and the Board President and can be communicated via email. Additional dialogue with administration may be warranted as determined by the Superintendent.

### B. Leadership and Organization

#### 1. **Selection and Operation of Board Committees (See [Board Policy 2505](#))**

- i. Committee members are appointed by the Board President.
- ii. Responsibilities of each standing committee:
  - Executive Committee. Executive Committee (President, Vice President, and Secretary)—to develop board meeting agendas and the board planning calendar
    - Agenda planning
    - Calendar planning
    - Retreat planning
    - Board self-assessment
    - New Board Orientation
    - Provide Committee Reports
    - Set Executive Committee Meeting dates
  - Policy – To review and recommend revisions to Board policies and Board Operating Procedures. Provide Committee Reports
  - Advocacy – To review new legislation, its impact on the district, and recommend resolutions for adoption. Additionally, shall promote appropriate board engagement in advocacy activities and engage the community to identify areas where they may wish to advocate for issues that would serve to advance the educational opportunities of Okemos students. Provide Committee Reports.
- iii. Ad Hoc committees may be assigned for a specific need or purpose but will be time limited. They will meet on an as needed basis.
- iv. Minutes and notes of committee meetings will be posted in BoardBook.

#### 2. **Election of Officers (See [Board Policy 2405](#))**

#### 3. **Role and Authority of Officers (See [Board Policy 2406](#))**

#### 4. **Board Officer Transition Process**

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

- i. The current officers shall relate their duties and responsibilities of the position to their replacement officers.
- ii. The new officers shall review written descriptions of the position before taking office.

### V. MEETINGS

#### A. Open Meetings Act (See [Board Policy 2501](#))

All regular and special meetings of the Board at which the Board is authorized to perform business shall be conducted in public. No act shall be valid unless approved at a meeting of the Board by a majority vote of the members elected or appointed to and serving on the Board and a proper record made of the vote.

Meetings of the Board shall be public, and no person shall be excluded therefrom. M.C.L. 380.1201

- Any time four or more Board members are gathered together to discuss school business, it is considered a meeting (quorum).
- In addition to the following procedures, at all times Board member shall adhere to the Board Code of Ethics.

#### B. Regular Meetings (See [Board Policy 2501](#))

##### 1. **Developing the Board Meeting Agenda**

The Board's Executive Committee and Superintendent shall prepare a written agenda prior to each regular and special meeting.

- i. The Board President and the Superintendent shall submit to each Board member a written agenda prior to each regular meeting and each special meeting, unless otherwise directed by the Board. The agenda shall list the various matters to come before the Board and shall serve as a guide for the order of procedure for the meeting.
- ii. The agenda of the regular monthly meeting or special meetings shall be accompanied by a report from the Superintendent on information relating to the district with such recommendations as they shall make.
- iii. Each agenda may contain the following statement:  
"This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda item."
- iv. The agenda for each regular meeting shall be posted to BoardBook, or if BoardBook is unavailable, mailed or delivered to each Board member so as to provide proper time for the member to study the agenda. Generally, the agenda and available materials should be received no later than one week prior to the meeting so as to provide time for the study of the agenda by the member. Every effort will be made to ensure that reports and/or revised reports are posted or delivered before noon of the day of the meeting, and the Superintendent will inform the Board if any presentation materials are modified less than three hours before the start of the meeting. The agenda for a special meeting shall be delivered at least twenty-four (24) hours before the meeting, consistent with provisions calling for special meetings.
  - It is the preference of the Board that action items are not added after this time.
  - Discussion items may be added if there are time constraints that need to be accounted for.
  - Action items should not be added unless timing is critical.
- v. The Board shall transact business according to the agenda prepared by the Superintendent and

## **OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES**

Board Executive Committee and submitted to all Board members in advance of the meeting. The order of business may be altered, and items added at any meeting by a majority vote of the members present.

### **5. Consent Agenda**

- i. The Board of Education may use a consent agenda to keep routine matters within a reasonable time frame.
- ii. When the agenda is prepared, the Board President and the Superintendent shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of the consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.
- iii. Consent items typically include, but are not limited to:
  - Minutes of prior meeting(s)
  - Bills for payment
  - Items that require annual adoption, such as bank signatories, memberships in associations, etc.
  - Other items deemed appropriate.
- iv. A member of the Board may request any item to be removed from the consent resolution and defer it for a specific action and more discussion. No vote of the Board will be required to remove an item from the consent agenda. A single member's request shall cause it to be relocated as an action item eligible for discussion. Any item on the consent agenda may be removed and discussed as a non-action item or be deferred for further study and discussion at a subsequent Board meeting if the Superintendent or any Board member thinks the item requires further discussion.

### **6. Regular Board Meeting Agenda Items**

- A. Meeting Location
- B. Opening Items:
  1. Call to Order
  2. Welcome and Meeting Format
- C. Presentations
- D. Citizens Address Agenda and Non-Agenda Items
- E. High School Student Reports/Requests
- F. Superintendent Reports/Requests
- G. Board Reports/Requests
- H. Consent Agenda
- I. Other Action Items
- J. Discussion Items
- J. Comments from the Public
- M. Other Matters
- N. Adjournment

### **7. Annual Calendar of the Board Agenda Items**

The Executive Committee will develop the annual calendar. In addition to monthly agenda items listed above, the items below may be presented as scheduled in the following annual outline:

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

Month	Agenda Items
July	Superintendent Evaluation Superintendent Objectives
August	Identify Board Priorities for Upcoming School Year
September	MASB Delegate Appointment(s) Winter Tax Levy
October	Resolution of the Board – National Principals’ Month
November	Audit Report – Action Summer Tax Collection – Info & Disc, then Action NEA, Administrative, Executive Council Contract Renewal
December	
January	Organizational Meeting Items Overview of FOIA, FERPA, and Open Meeting Act Read Code of Ethics Election of Officers Committee Assignments Installation of new Board members (Every other year) Resolution of the Board – National School Board Month
February	Michigan School Scorecard Report
March	Administrative Contracts
April	Approval of Summer School Plans
May	Staff Appreciation Week Proclamation Ingham School Budget – Info & Disc., then Action Ingham Schools Biennial Election Resolution Association Membership Info & Disc.: MASB, NSBA, OCSBA, MHSAA membership renewal
June	Board of Education Meeting Dates – Info & disc., then Action District Budget – Info & Disc., then Action Association Membership – Action Fiscal organization meeting: MASB, NSBA, OCSBA, MHSAA membership renewal Student Accident, Catastrophic Insurance renewal Pass balanced budget for subsequent school year Board Self-Assessment

### 8. Broadcasting and Taping

- i. All meetings for the conduct of the affairs of and the transaction of business by the Board, including work sessions, community meetings, and retreats shall be open to the public.
- ii. All regular meetings shall be recorded and archived. Special meetings may be stream and/or recorded at the discretion of the Executive Committee in consultation with the Superintendent.

### C. Special Meetings

#### 1. Annual Organizational Meeting (See [Board Policy 2506](#))

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

At the first meeting in January of each calendar year, the Board will hold an organizational meeting. At this meeting the Board will

- i. Elect Board Officers
- ii. Swear in new Trustees

### 2. Work Sessions

The Board will meet in work sessions to delve deeply into topics selected by the Executive Committee, in conjunction with the Superintendent and consultation with the Trustees. Work sessions will be reflected in the Annual Planning Calendar but additional work sessions can be scheduled by the Executive Committee as needed. Although regular board business can be conducted at work sessions, the majority of time will be spent on the identified topic.

### 3. Discussion of Employee/Student Issues

The Board will not encourage or actively participate with negative comments on individual employees or students in a public session.

### 4. Staff Grievances and Student/Employee Discipline Hearings (See [Board Policy 5206, 5206A](#))

### 5. Closed Sessions

Per section 8 of the Open Meeting Act, the Board will only meet in Closed Session in specific circumstances. These are as follows:

- Board members are to refer any inquiries about Executive Sessions to the Superintendent and/or the Board President.
- Complaints and Disciplinary Action of school district employee or school board member
- Teacher Tenure Proceedings
- Periodic Personnel Evaluations (typically for Superintendent)
- Student Discipline
- Collective Bargaining Strategy
- Purchase or Lease of Property
- Pending Litigation
- Applications for Employment and Appointment to Public Office
- Exempt Material
- Security Planning and Threats

### 6. Board Member Responses to Inquiries about Closed Sessions

- i. Board members are to refer any inquiries about Executive Sessions to the Superintendent and/or the Board President.
- ii. Any information from an Executive Session is confidential and shall not be discussed outside of the Closed Session.

### 7. Participation by People Other Than Board Members in Closed Session

- i. Participants are limited to:

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

- The person requesting the Executive Session, their council, a union representative, their parent(s) or guardian(s) where applicable.
- Representatives of the administration that have pertinent information.
- Additional person that the Board approves.

### D. Meeting Protocols

#### 1. **Guidelines for Board Members (See [Board Policy 2502](#))**

- i. Board members wishing to have something placed on the agenda will:
  - Make the request to the Board President, after gaining the support of another Board member.
  - The request will be reviewed by both the Board President and the Superintendent.
  - The Board President shall do one of more of the following:
    - o notify the Board member when it will be placed on the agenda or when it may already be scheduled for discussion.,
    - o refer it out to appropriate committee for initial discussion or recommendation, or
    - o place on agenda to be discussed at the table no later than two months from the initial request, add to the Board Planning Calendar, and notifying all Board members during the Board Members Reports and Request portion of the agenda.
- ii. Board members wishing to remove something from the agenda will:
  - Make the request to the Board President.
  - The request will be reviewed by both the Board President and the Superintendent.
  - The Board President will make the final decision on the request.

#### 2. **Meeting Procedures** See Appendix I

#### 3. **Board Member Preparation for Meetings**

- i. Board members will come to Board meetings prepared to discuss and/or take action on all agenda items.
  - Study the material posted online in BoardBook.
  - Requests for additional information may be made before a meeting and addressed through the Superintendent prior to or at the Board meeting.
- ii. Board member questions on agenda items:
  - Should be sent directly to the Superintendent. Whenever possible, all board members should be included in any response to questions.
  - Should be submitted a minimum of 48 hours prior to a scheduled board meeting where items are to be discussed, whenever possible. (MASB)
- iii. The Superintendent shall provide updated presentation materials in BoardBook at least 3 hours prior to the start of the Board meeting.

#### 4. **Board Member Protocol**

- i. We, as a Board, must function as a team and at all times treat each other and the people we serve with the utmost courtesy, dignity, respect, and professionalism.
- ii. Board members will demonstrate respect to fellow Board members, staff, and public participants through the following behavior:
  - Listen and treat each other respectfully.

## **OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES**

- Be cordial when disagreeing.
- Say what needs to be said as briefly and clearly as possible.
- Direct comments solely to the business under deliberation
- Address each other, staff, and public by title (Dr., Mr., Mrs., Ms., Trustee, etc.) and last name.
- Only speak after acknowledgment from the Board President/Chair.
- Support hearing the voice of all Board members on each agenda item that is being discussed and refrain from dominating the conversation.
- Focus on issues, not people or personalities.
- Courteously accept other viewpoints and Board votes, which were not personally supported.
- Seek solutions and reasonable compromises or consensus when there are differences of opinion.
- Make decisions in the context of what is best for all students in the district.
- Be willing to accept responsibility for personal behavior and communications.
- Promote dialogue (multiple perspectives) rather than simple discussions (yes or no decisions).
- As a courtesy to others, electronic devices will be set in a non-audible mode during Board meetings. Emergency situations warrant exceptions.

### **5. Discussion of Motions**

- i. The Board President or Presiding Officer shall offer the opportunity for Board Members to discuss all motions. All discussions shall be directed solely to the business currently under deliberation.
- ii. The Board President or Presiding Officer has the responsibility to keep the discussion to the motion at hand and shall halt discussions that do not apply to the business currently before the Board.
- iii. A Board member prior to giving their comments shall ask for and receive recognition by the presiding officer.

### **6. Board Member Participation in Discussion, Debate and Voting (See [Board Policy 2503, 2301](#))**

### **7. Public Comment (See [Board Policy 2504](#))**

### **8. Persons Addressing the Board**

- i. Audience participation at board meetings is limited to the portion of the meeting designated as Public Comments. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless recognized by the presiding officer. The board will designate a portion of the agenda for Public Comments.
- ii. A person may address the Board on an agenda or non-agenda item by completing a note card located inside the Boardroom and giving the card to the Administrative Secretary/ or designee prior to the Public Comments period. Each speaker will be given a time limit of no more than 3 minutes. Delegations of more than five persons addressing the same issue shall be encouraged to appoint one person to present their views before the Board. The Board Secretary shall make an effort to group public topics together. Online Participants who wish to give Public Comment shall provide their name and address to the district's facilitator.

## OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES

### 9. Board Response to Persons Addressing the Board

- i. Board members will listen to comments during Public Comments.
- ii. Board members cannot respond or enter into discussion with the audience during the meeting as:
  - Items on the agenda will be discussed as appropriate and scheduled on the agenda.
  - Items not on the agenda do not permit Board members to respond or discuss except to make factual statements or refer to Board Policy.
  - All public comments may be followed up by the Superintendent or designee within three business days.
- iii. With consensus of the Board, the Board President shall direct administration to investigate item(s) and report back to the Board and/or the individual citizen and/or to contact the citizen to have further dialogue.

**OKEMOS BOARD OF EDUCATION OPERATING PROCEDURES**

**APPENDIX A**

Parliamentary Procedures At-A-Glance							
Desired Action	What to Say	May You Interrupt the Speaker	Do You Need a Second	Is It Debatable	Can It Be Amended	What Vote is Needed	Can It Be Reconsidered
Adjourn meeting	I move that we adjourn.	NO	YES	NO	NO	MAJORITY	NO
Call an intermission	I move that we recess for ...	NO	YES	NO	YES	MAJORITY	NO
Complain about heat, noise, etc.	I rise to a question of privilege.	YES	NO	NO	NO	NO VOTE	YES
To set aside for consideration of another issue of greater importance	I move to table the motion.	NO	YES	NO	NO	MAJORITY	NO
End debate and amendments	I move the previous question.	NO	YES	NO	NO	2/3 VOTE	YES
Limit debate	I move to limit debate to 3 min. per person	NO	YES	NO	YES	2/3 VOTE	YES
Postpone discussion for a certain time	I move to postpone the discussion until ...	NO	YES	YES	YES	MAJORITY	YES
Give closer study of something	I move to refer the matter to committee.	NO	YES	YES	YES	MAJORITY	YES
Amend a motion	I move to amend the motion by ...	NO	YES	YES	YES	MAJORITY	YES
Discard a motion	I move to postpone the motion indefinitely.	NO	YES	YES	NO	MAJORITY	YES
Introduce business	I move that ...	NO	YES	YES	YES	MAJORITY	YES
THE MOTIONS LISTED ABOVE ARE IN ORDER OF PRECEDENCE ... THOSE BELOW THERE IS NO ORDER OF PRECEDENCE							
Test of rules of conduct	I rise to a point of order.	YES	NO	NO	NO	MAJORITY	NO
Vote on ruling of chair	I appeal the chair's decision.	YES	YES	YES	NO	MAJORITY	NO
Suspend rules temporarily	I move to suspend the rules so that ...	NO	YES	NO	NO	2/3 VOTE	NO
Avoid considering an improper matter	I object to consideration of this motion.	YES	NO	NO	NO	2/3 VOTE	YES
Verify a voice vote	I call for a DIVISION or "DIVISION."	YES	NO	NO	NO	NO VOTE	NO
Request information	Point of information.	YES	NO	NO	NO	NO VOTE	NO
Take up a matter previously tabled	I move to take from the table ...	NO	YES	NO	NO	MAJORITY	NO
Reconsider a hasty decision	I move to reconsider the vote on ...	YES	YES	YES If motion to which it applies is debatable	NO	MAJORITY	NO
Change an action previously taken or ordered	I move to amend something previously adopted, namely ...	NO	YES	YES	YES	2/3 VOTE or MAJORITY with Notice	YES