

Regular School Board Meeting
Monday, July 8, 2019 5:30 PM Eastern

Middle School Media Center
420 Ypsilanti St.
Dundee, MI 48131

I.	Roll Call: _____ Josh Brink Gizzi _____ John Imo _____ Teresa Marino _____ Kathryn Thompson _____ Brad Viers
II.	Pledge of Allegiance
III.	Recognitions
III.A.	Elementary Art Program Partnership
IV.	Committee of the Whole
IV.A.	Elementary Teacher Hirings
IV.B.	Second Reading and Adoption for Policy #s: 0100, 0160, 1422.01, 1430, 2210, 2414, 3430, 4430, 5113.01, 5113.02, 5200, 6321, 6325, 6605, 8400, 8402, 8500, 8640. And Discussion for 3120.
IV.C.	Trailer Purchase
IV.D.	Handbook Revisions
IV.E.	Riverside Carpet Quotes
IV.F.	District Carpet Quotes
IV.G.	6th-12th Grades ELA Curriculum Adoption
IV.H.	Liaison Officer Contract with Village of Dundee
IV.I.	District Web Site Upgrade
IV.J.	MS Pool Cleaning Quote
IV.K.	Bond Update
IV.K.1.	HS Parking Lot Site Work
IV.L.	Girls Varsity Basketball Coach
IV.M.	District Strategic Plan Update
IV.M.1.	Facilities
IV.M.2.	Communication
IV.M.3.	Curriculum/Assessment/Instruction
IV.M.4.	Finance
V.	Informational Items
V.A.	Budget vs Expenditure Ledger
VI.	Agenda
VI.A.	Approval of July 8, 2019 Agenda
	Motion by Member: _____ Seconded by Member: _____
	Discussion: _____
	Motion Passed/Failed: _____
VII.	Consent Agenda
	Approval of July 8, 2019 Regular Meeting Minutes
	Approval of General Fund Operational and Internal Accounts Invoices
	Motion by Member: _____ Seconded by Member: _____
	Discussion: _____
	Motion Passed/Failed: _____

VIII. Public Comments

Public comment is provided at both the beginning and at the end of the Board meeting. The purpose of public comment is to provide an opportunity for a member of the public to speak. The role of the board is to listen attentively, and we thank you in advance for sharing your thoughts and ideas.

» All members of the public that speak during "Public Comment" will need to state their name.

Note cards will be available for contact information.

» We have designated up to 5 minutes per person, for each topic presented.

» The Board's role is to listen to the care and concerns of the community.

» The Superintendent, or designee, will follow up concerning the comments as soon as possible.

Please contact the Superintendent's office if you have any additional questions.

IX. New Business

IX.A. Elementary Teacher Hirings

IX.A.1. Allison Salenbien

Suggested Motion: To approve the hiring of Allison Salenbien as an elementary teacher under the Dundee Education Association contract, BA Step 1, full benefits. Ms. Salenbien's seniority will be recognized as 1st for this meeting date.

Motion by Member:

Seconded by Member:

Discussion:

Motion Passed:

IX.A.2. Scott Burger

Suggested Motion: To approve the hiring of Scott Burger as an elementary teacher under the Dundee Education Association contract, BA Step 3, full benefits. Mr. Burger's seniority will be recognized as 2nd for this meeting date.

Motion by Member:

Seconded by Member:

Discussion:

Motion Passed:

IX.B. Policy Adoption

Suggested Motion: To approve Policy #s 0100, 0160, 1422.01, 1430, 2210, 2414, 3430, 4430, 5113.01, 5113.02, 5200, 6321, 6325, 6605, 8400, 8402, 8500, 8640 as presented.

Motion by Member:

Seconded by Member:

Discussion:

Roll Call: _____ Josh Brink _____ Jacey Carner _____ Scott

Gizzi _____ John Imo

_____ Teresa Marino _____ Kathryn Thompson _____ Brad

Viers

Motion Passed:

IX.C. Trailer Purchase

Suggested Motion: To authorize the purchase of a Maintenance Trailer, from John's Trailer Sales, at a cost not to exceed \$7244.00 (General Fund).

Motion by Member:

Seconded by Member:

Discussion:
Motion Passed:

IX.D. Handbook Revision Adoptions

Suggested Motion: To approve the revisions to the Elementary, Middle, High School Handbooks and the Riverside Academy contracts as presented.

Motion by Member: Seconded by Member:

Discussion:
Motion Passed:

IX.E. Riverside Carpeting

Suggested Motion: To authorize the purchase and installation of carpeting at Riverside Academy at a cost not to exceed \$14,842.69, with Dundee Carpets. (Bond Funds)

Motion by Member: Seconded by Member:

Discussion:
Motion Passed:

IX.F. District Carpet

Suggested Motion: To authorize the purchase of carpet for the Elementary Media Center, Middle School Media Center (tile and carpet), High School Media Center, and Middle School Room #318, through Dundee Carpets, at a cost not to exceed \$39,484.98 (Capital Improvement Funds).

Motion by Member: Seconded by Member:

Discussion:
Motion Passed:

IX.G. High School ELA Curriculum Adoption

Suggested Motion: To authorize the adoption and purchase of 6th-12th Grade ELA Curriculum materials at a cost not to exceed \$110,805.03, to be purchased through McGraw-Hill.

Motion by Member: Seconded by Member:

Discussion:
Motion Passed:

IX.H. Liaison Officer Agreement with the Village of Dundee

Suggested Motion: To authorize Mr. Manuszak to sign the contract, as presented, with the Village of Dundee for the purpose of employing two (2) liaison officers for the district for the 2019-2020 school year.

Motion by Member: Seconded by Member:

Discussion:
Motion Passed:

IX.I. District Website Upgrade

Suggested Motion: To authorize Mr. Manuszak to sign a contract with Foxbright, to upgrade the district website at a cost not to exceed \$5,000.00. (Five year Contract) (Technology Funds)

Motion by Member: Seconded by Member:

Discussion:
Motion Passed:

IX.J. MS Pool Cleaning

Suggested Motion: To approve Mr. Manuszak entering in to a contract with B&B Pool Service & Supplies to clean the Middle School pool at a cost not to exceed \$22,500 (Capital Improvement Funds).

Motion by Member:

Seconded by Member:

Discussion:

Motion Passed:

IX.K. HS Site Survey

Suggested Motion: To authorize Mr. Manuszak to request an updated H.S. site survey to be done by Wade Triim at a cost not to exceed \$14,600 (Bond Funds).

Motion by Member:

Seconded by Member:

Discussion:

Motion Passed:

IX.L. Girls Varsity Basketball Coach

Suggested Motion: To approve the hiring of Joshua Salley as the Girls Varsity Basketball Head Coach.

Motion by Member:

Seconded by Member:

Discussion:

Motion Passed:

X. Public Comment

XI. Superintendent

XII. Board Comments

XIII. Adjournment

Motion by Member:

Seconded by Member:

Motion Passed/Failed:

Time:



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REVISED BYLAW - VOL. 33, NO. 2 - FEBRUARY 2019

DEFINITIONS

Whenever the following items are used in these () bylaws and policies () bylaws, policies and administrative guidelines, they shall have the meaning set forth below:

Administrative Guideline

A statement, based on policy, usually written, which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

Agreement

A collectively negotiated contract with a recognized bargaining unit.

Apps and Services

Apps and services are software (i.e., computer programs) that support the interaction of personal communication devices (as defined in Bylaw 0100) over a network, or client-server applications in which the user interface runs in a web browser. Apps and services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps and services also are used to facilitate communication to, from and among and between, staff, students, and parents, Board members and/or other stakeholders and members of the community.



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Board

The Board of Education.

Bylaw

Rule of the Board for its own governance.

Classified or Support Employee

An employee who provides support to the District's program and whose position does not require a professional certificate.

District

The School District.

Due Process

Procedural due process requires prior knowledge (a posted discipline code), notice of offense (accusation), and the opportunity to respond.

Procedural due process may require consideration of statutorily mandated factors, right to counsel and/or confrontation or cross examination of witnesses, depending upon the situation.

Family Member

"Family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. (See Bylaw 0144.3)

Full Board

Authorized number of voting members entitled to govern the District.



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Information Resources

The Board defines Information Resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, web sites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting or retrieving electronic communications.

May

This word is used when an action by the Board or its designee is permitted but not required.

Meeting

Any gathering which is attended by or open to all of the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body.

Parent

The natural or adoptive parents or individuals with a valid power of attorney for the care and custody of the student for purposes other than educational placement. Parent also refers to any individual appointed by the State or court as a legal guardian or custodian for the student. Both parents will have equal access to records and rights regarding the student's education absent a court order restricting such rights.



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Personal Communication Devices

Personal communication devices ("PCDs") include computers, laptops, tablets, e-readers, cellular/mobile phones, smartphones, () telephone paging devices (e.g., beepers or pagers), (✓) and/or other web-enabled devices of any type.

Policy

A general, written statement by the governing Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

President

The chief executive officer of the Board of Education.
(See Bylaw 0170)

Principal

The educational leader and head administrator of one (1) or more District schools or programs, as designated by the Board of Education. The Principal must hold an appropriate school administrator certificate or permit. The Principal is responsible for the supervision of the school or program consistent with Board policy and directives of the Superintendent and may delegate responsibility to subordinates as appropriate.

Professional Staff Member

An employee who implements or supervises one (1) or more aspects of the District's program and whose position requires a professional credential from the State.

Relative

The mother, father, sister, brother, spouse, parent of spouse, child, grandparents, grandchild, or dependent in the immediate household as defined in the negotiated, collectively-bargained agreement.



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Secretary

The chief clerk of the Board of Education. (See Bylaw 0170)

Shall

This word is used when an action by the Board or its designee is required. (The word "will" or "must" also signifies a required action.)

Social Media

Social media are online platforms where users engage one another and/or share information and ideas through text, video, or pictures. Social media consists of any form of online publication or presence that allows interactive communication, including, but not limited to, text messaging, instant messaging, websites, web logs ("blogs"), wikis, online forums (e.g., chat rooms), virtual worlds, and social networks. Examples of social media include, but are not limited to, Facebook, Facebook Messenger, Google Hangouts, Twitter, LinkedIn, YouTube, Flickr, Instagram, Pinterest, Skype, and Facetime. Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts. Apps and web services shall not be considered social media unless they are listed on the District's website as District-approved social media platforms/sites.

Student

A person who is officially enrolled in a school or program of the District.

Superintendent

The chief executive officer of the School District responsible to supervise all programs and staff of the District and to implement Board policy and follow Board directives. The Superintendent must hold an appropriate school administrator certificate or permit. Consistent with Board policies and directives, the Superintendent may delegate responsibility to subordinates as appropriate.



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Technology Resources

The Board defines Technology Resources to include computers, laptops, tablets, e-readers, cellular/mobile telephones, smartphones, web-enabled devices, video and/or audio recording equipment, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drives, CDs/DVDs, USB thumb drives and memory chips), the computer network, Internet connection, and online educational services and apps.

Treasurer

The chief financial officer of the District. (See Bylaw 0170)

Vice-President

The Vice-President of the Board of Education. (See Bylaw 0170)

Voting

A vote at a meeting of the Board of Education. **Except to accommodate the absence of any member of the Board due to military duty**, Board members must be physically present to have their vote officially recorded in the Board minutes. (✓) **[OPTIONAL LANGUAGE] unless the Board member has notified the Board President prior to the meeting that s/he must participate remotely and the Board President approves remote participation by the Board member.**

Citations to Michigan Compiled Laws (M.C.L.) are shown as M.C.L. followed by the Section Number (e.g., M.C.L. 380.1438). Citations to the Michigan Administrative Code are prefaced A.C. Rule (e.g., A.C. Rule R380.221). Citations to the Federal Register are noted as FR, to the Code of Federal Regulations as C.F.R., and to the United States Code as U.S.C.



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REVISED BYLAW 0167.2 - VOL. 33, NO. 2 - FEBRUARY 2019

All actions requiring a vote

() shall be conducted by roll call

(✓) may be conducted by voice, show of hands, or roll call

provided that the vote of each member be recorded. Proxy voting shall not be permitted. If a vote is not conducted by roll call, any member may request a roll call vote.

0167.2

Closed Session

The Board may (✓) by means of a roll call vote **[END OF CHOICE]** meet in a closed session, one closed to the public, for the following purposes:

- A. to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, staff member, or individual agent, if the named person requests a closed hearing **(a majority vote is required)**
- B. to consider the dismissal, suspension, or disciplining of a student only if the student or student's parents request a closed hearing **(a majority vote is required)** (Also see Bylaw 0169, Student Disciplinary Hearings)
- C. for strategy and negotiation sessions connected with the negotiation of a collectively-bargained agreement if either negotiating party requests a closed hearing **(a majority vote is required)**
- D. to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained **(a two-thirds (2/3's) vote is required)**



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- E. to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body **(a two-thirds (2/3's) vote is required)**
- F. to consider materials exempt from discussion or disclosure under State or Federal statute, including by way of example only, written opinions of legal counsel, and school safety plans **(a two-thirds (2/3's) vote is required)**
- G. to review the specific contents of an application for employment or appointment if the candidate requests that the application remain confidential **(a two-thirds (2/3's) vote is required)**

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

- H. **to consider security planning to address existing threats or prevent potential threats to the safety of the students or staff (a majority vote is required)**

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

It is expected that Board members shall not record nor communicate by any means, electronic or otherwise, with party or parties outside such meetings regarding the substance of such meetings either during or after the course of such meetings.

M.C.L. 15.267, 15.268



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NEW POLICY - VOL. 33, NO. 2 - FEBRUARY 2019

DRUG-FREE WORKPLACE

The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which

[] [OPTION #1 (needed only if Federal funds come directly from Washington)]

() meets the requirements in the Drug-Free Workplace Act and the Drug-Free Schools and Communities Act.

In compliance with the Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's administration at any time while on District property or while involved in any District-related activity or event. Any administrator who violates this policy shall be subject to disciplinary action in accordance with District guidelines.

The Superintendent shall establish whatever programs and procedures are necessary to meet the Federal certification requirements.

[X] [OPTION #2 (applies to most schools)]

[X] is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, alcohol, and any drug paraphernalia, by any member of the District's administration at any time while on District property or while involved in any District-related activity or event. Any administrator who violates this policy shall be subject to disciplinary action in accordance with District guidelines.



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The Superintendent shall establish guidelines that ensure compliance with this policy and that each administrator is given a copy of the standards regarding unlawful possession, use, or distribution of illicit drugs and alcohol and informed that compliance with this requirement is mandatory. Such guidelines shall provide for appropriate disciplinary actions, if and when needed.

P.L. 101-126

Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq.

20 U.S.C. 3224A

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NEW POLICY - VOL. 33, NO. 2 - FEBRUARY 2019

LEAVES OF ABSENCE

All administrative staff members not otherwise covered by the terms of a negotiated, collectively-bargained agreement of this District shall be entitled to the leave benefits which are not less than those provided in the master agreement with DEA Master Agreement.

All requests for unpaid leaves of absence by administrative staff members shall be presented to the Board of Education for approval.

Any administrative staff member granted a leave of absence by the Board shall be considered to have terminated all work with the School District until the completion of the leave. Exceptions may be made by the Superintendent in cases where the best interest of the District might be served.

[DRAFTING NOTE: THIS POLICY LANGUAGE SHOULD ONLY BE USED IF THE DISTRICT DOES NOT ALREADY HAVE A POLICY OR COLLECTIVE BARGAINING PROVISIONS RELATING TO PAID TIME OFF; IF THE DISTRICT DOES HAVE SUCH POLICY(IES) OR CBA LANGUAGE, THE DISTRICT SHOULD HAVE ITS LOCAL COUNSEL REVIEW AND REVISE ITS CURRENT PTO POLICY AND/OR COLLECTIVE BARGAINING AGREEMENT LANGUAGE AS NECESSARY TO COMPLY WITH THE PMLA IN LIEU OF CHOOSING THIS OPTIONAL LANGUAGE]

☒ Paid Medical Leave (PML)

This policy provision applies to all District employees who are eligible to accrue paid medical leave under the Paid Medical Leave Act (PMLA). "Paid Leave" includes, but is not limited to, paid vacation days, paid personal days, and paid time off (i.e. PTO).



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The District adopts **[CHOOSE ONE (1) OF THE TWO (2) FOLLOWING OPTIONS]**

[] [OPTION #1]

The Accrual Method

Each eligible employee will accrue one (1) hour of Paid Medical Leave for every thirty-five (35) hours worked, but not more than one hour of paid medical leave in a calendar week () limited to a maximum of forty (40) hours per benefit year. Eligible employees may carry over () forty (40) hours () **[some number higher than forty (40)]** of accrued but unused paid medical leave time to the next benefit year. Paid medical leave will begin accruing on () March 29, 2019, or upon a new hire's start date () however, new employees must wait ninety (90) days after the commencement of employment to use accrued time. () The District will prorate paid leave for eligible employees hired during a benefit year.

[X] [OPTION #2]

The Frontload Method

1 day for every month worked.

The District will frontload forty (40) hours of Paid Medical Leave to eligible employees on March 29, 2019, which will be prorated for the first year if the benefit year tracks the calendar year. () No carryover of paid medical leave is permitted. In subsequent benefit years, the District will provide an eligible employee with forty (40) hours of paid medical leave on () March 29 *July 1* **[INSERT THE START DATE OF THE NEW BENEFIT YEAR]**. An employee cannot carry over unused paid medical leave to the next benefit year.

A benefit year is the consecutive twelve (12) month period indicated above used by the District to calculate an eligible employee's benefits.

[END OF OPTIONS]



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An employee may use Paid Medical Leave under the PMLA for:

- A. An employee or employee's family member's mental or physical illness, injury, health condition and medical diagnosis, care, or treatment, preventative medical care.
- B. If the employee or the eligible employee's family member is a victim of domestic violence or sexual assault:
 - 1. for medical, psychological or other counseling for physical or psychological injury or disability;
 - 2. to obtain services from a victim services organization;
 - 3. to relocate due to domestic violence or sexual assault;
 - 4. to obtain legal services; and/or
 - 5. to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- C. Closure of the employee's primary workplace due to a public health emergency or to provide care for a child whose school or place of care has been closed due to a public health emergency.
- D. If health authorities or a health care provider have determined that the employee or employee's family member would jeopardize the health of others because of their exposure to a communicable disease regardless of whether employee or family member has actually contracted the communicable disease.



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Definitions

A "family member" includes:

- A. a biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;
- B. a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;
- C. an individual to whom the employee is "legally married under the laws of any state; "
- D. a grandparent or grandchild; and
- E. a biological, foster, or adopted sibling.

[DRAFTING NOTE: IF THE DISTRICT HAS A DIFFERENT WRITTEN POLICY OR COLLECTIVE BARGAINING PROVISION THAT ADDRESSES INCREMENTAL LEAVE, IT SHOULD NOT SELECT THE ONE (1) HOUR INCREMENT OPTION, BUT SHOULD INSTEAD REFER TO THE APPROPRIATE WRITTEN POLICY OR CBA.]

☒ PMLA leave must be used in () one (1) hour increments or 1 day
DRAFTING NOTE: MAY INSERT A LONGER INCREMENT. [END OF OPTIONS]

An eligible employee who is using Paid Medical Leave because of domestic violence or sexual assault may be required to provide documentation that the Paid Medical Leave has been used for that purpose.

Employees must follow the District's usual practice or procedure for requesting, although the District will give employees three (3) days to acquire the proper documentation if the time off is used for paid medical leave, for the reasons set forth above.



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Employees will be paid at a rate equal to the greater of either the normal hourly or base wage rate for that employee or the minimum wage rate, at the time of absence. PMLA pay will not include overtime pay, holiday pay, bonuses, commissions, supplemental pay, piece-rate pay, or gratuities.

Employee ~~(A)~~ **will not** ~~be~~ **will be** paid for unused, accrued PMLA leave time at the end of the benefit year or upon separation, voluntary or involuntary.

To the extent that any current collective bargaining agreements already provide all of the requirements of the PMLA, those are sufficient to address the District's obligations to that set of employees and will control the employees covered under the collective bargaining agreement instead of this policy.

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REVISED POLICY - VOL. 33, NO. 2 - FEBRUARY 2019

CURRICULUM DEVELOPMENT

The Board of Education recognizes its responsibility for the quality of the educational program of the schools. To this end, the curriculum shall be developed, evaluated, and adopted on a continuing basis and in accordance with a plan for curriculum growth established by the Superintendent.

For purposes of this policy and consistent communication throughout the District, curriculum shall be defined as:

- (U) the courses of study, subjects, classes, and organized activities provided by the school;
- (U) all the planned activities of the schools, including formal classroom instruction and out-of-class activity, both individual and group;
- (U) learning activities approved by the Board for individuals or groups of students and expressed in terms of specific instructional objectives or class periods;
- (U) the plan for learning necessary to accomplish the educational goals of the District;
- (U) all the planned activities of the schools, including formal classroom instruction and out-of-class activity, both individual and group, necessary to accomplish the educational goals of the District.

The Board directs that the curriculum of this District:

- A. **provide grade-appropriate instruction on career development in each grade level from kindergarten through 12th; [DRAFTING NOTE: THIS LANGUAGE IS NOT OPTIONAL AND MUST BE ADOPTED TO COMPLY WITH CURRENT LAW.]**
- (M) provides instruction in courses required by statute and State Department of Education regulations;



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- (✓) ensures, to the extent feasible, that special learning needs of students are provided for in the context of the regular program or classroom and provides for effective coordination with programs or agencies that are needed to meet those needs that cannot be dealt with in the regular program or classroom;
- (✓) be consistent with the District's philosophy and goals and ensure the possibility of their achievement;
- (✓) incorporate State-recommended performance standards for students as the basis for determining how well each student is achieving the academic outcomes for each area of the District's core curriculum;
- (✓) at the high school level, consider alternatives to the Carnegie Unit as a method for determining student progress toward receiving course credit;
- (✓) allows for the development of individual talents and interests as well as recognizes that learning styles of students may differ;
- (✓) provides a strategy for continuous and cumulative learning through effective articulation at all levels, particularly of those skills identified as essential and life-role skills;
- (✓) utilizes a variety of learning resources to accomplish the educational goals;
- (✓) encourages students to utilize guidance and counseling services in their academic and career planning;
- () provides for multi-cultural education by including, at each level, courses or units which help students understand the culture and contributions of various ethnic groups comprising American society, including, but not limited to Euro-Americans, African-Americans, Asian-Americans, Hispanic-Americans, and Native-Americans.

As educational leader of the District, the Superintendent shall be responsible to the Board for the development and evaluation of curriculum and the preparation of courses of study.



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The Superintendent shall make progress reports to the Board

☐ annually ☒ periodically.

The Superintendent may conduct such innovative programs as are deemed to be necessary to the continuing growth of the instructional program and to better ensure accomplishment of the District's educational goals.

The Superintendent shall report each such innovative program to the Board along with its objectives, evaluative criteria, and costs.

☒ before it is initiated.

Unless the Board disapproves, the Superintendent may proceed to conduct the program.

☒ The Board encourages, where it is feasible and in the best interests of the District, participation in programs of educational research.

☒ The Board directs the Superintendent to pursue actively State and Federal aid in support of the District's innovative activities.

| M.C.L. 380.1282, **380.1166a**

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REVISED POLICY - VOL. 33, NO. 2 - FEBRUARY 2019

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 officer, agent, or employee of the Board is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.

~~The Board accepts as policy the guidelines entitled "Sex Education Guidelines including Reproductive Health and Family Planning" established by the Michigan Department of Education. A copy shall be available for inspection in the Board office.~~

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.



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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.

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

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EMPLOYMENT OF PROFESSIONAL STAFF

The Board of Education recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly-qualified and competent personnel. Further, pursuant to the Administrative Rules Governing the Certification of Michigan Teachers, the Board requires that anyone employed as a professional staff member with instructional responsibilities in an elementary or secondary school in this District hold a certificate, permit, or vocational authorization valid for the positions to which s/he is assigned, and that the individual meets the established criteria to be highly qualified in his/her assignment.

The Board shall approve the employment, and also, when not covered by the terms of a negotiated, collectively-bargained agreement, fix the compensation, and establish the term of employment for each professional staff member employed by the Board.

Individuals employed in the following categories shall be considered members of the professional staff:

<i>Teachers</i>
<i>Administrators</i>

All professional staff are subject to a criminal history record check. See Policy 3121.

- ☒ Such approval shall be given only to those candidates for employment recommended by the Superintendent.
- ☐ Such approval shall be given only to those candidates for employment chosen by the Board from a group selected by the Superintendent.



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☒ When any recommended candidate has been rejected by the Board, the Superintendent shall make a substitute recommendation.

☒ All applications for employment shall be referred to the Supt. Central Office.

Relatives of Board members may be employed by the Board, provided the Board member does not participate in any way in the discussion or vote on the employment when a conflict of interest is involved.

☒ Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he would be supervised directly by the relative staff member.

- ☐ The Board will not employ (but may reemploy) the
- ☐ children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a Board member.
 - ☐ children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a regular full-time professional staff member.

☒ Applications for employment will not be accepted from any current District Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application.

☒ Any professional staff member's intentional misstatement of fact or omission material to his/her qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

☒ The temporary employment of professional staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.



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No candidate for employment to the professional staff as a nonadministrator shall receive recommendation for such employment without having proffered visual evidence of proper certification or that application for such certification is in process, except under the following circumstances:

- A. The Superintendent may employ noncertificated, nonendorsed teachers to teach, in grades 9-12, a course in computer science, foreign language, mathematics, biology, chemistry, engineering, physics, robotics, or any other course approved by the State Board, providing they meet all of the conditions established by law and by the Superintendent.
- B. The Superintendent may also employ a teacher without a valid teaching certificate as a substitute teacher, on a day-to-day basis, if the person has at least sixty (60) semester hours of college credit or an associate degree from a college, university or community college and, for substitute teaching in grades 9 to 12, is at least twenty-two (22) years of age, or for a full school year if the person has met all other conditions established by law and by the Superintendent.
- C. The Superintendent may hire an individual who does not hold a valid teaching certificate to serve in a counseling, social worker or speech pathologist role provided s/he meets all the requirements established by law. Policy 3120 and Policy 3121 shall apply with respect to that individual in the same manner required for employing a person with a teaching certificate.
- D. The Superintendent may employ noncertificated, ~~substitutes~~ **teachers** to teach in an industrial technology education program or career and technical education program providing they meet all of the conditions established by law and by the Superintendent.



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Prior to hiring an applicant, the Superintendent shall obtain from the applicant a signed Consent to Obtain Records (Form 3120 F2) and shall obtain from the applicant's current or immediately-previous employer any records, including the applicant's personnel file relating to unprofessional conduct in which the applicant engaged. Any such records are to be reviewed prior to a recommendation for employment and may be disclosed to those individuals directly involved in evaluating the applicant's qualifications.

The Superintendent shall prepare administrative guidelines for the recruitment and selection of all professional staff.

REQUIREMENTS FOR HIGHLY QUALIFIED STATUS

Pursuant to State law, "Highly Qualified" means:

- A. full State certification as a teacher or passed State teacher licensing exam and holds current license to teach; certification or license requirements may not be waived on emergency, temporary, or provisional basis;
- B. for elementary teachers new to the profession, this also requires:
 - 1. at least a bachelor's degree;
 - 2. passing a rigorous State test on subject knowledge and teaching skills in reading, writing, math, and other areas of elementary curriculum (State certification test may suffice);
- C. for secondary or middle school teachers new to the profession this also requires:
 - 1. at least a bachelor's degree, and
 - 2. passing a rigorous State test in each of the subject areas s/he will teach (State certification test may suffice), or
 - 3. for each academic subject taught, having an academic major, course work equivalent to an undergraduate major, a graduate degree, or advanced certification or credentialing;



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- D. for elementary, middle, or secondary school teachers with prior experience, this also requires:
1. at least a bachelor's degree, and
 2. meets standards for new teachers (above), or
 3. demonstrates competence in all academic subjects s/he teaches based on a uniform State standard of evaluation (standard for academic subject matter and teaching skills set by the State).

REQUIREMENTS FOR TEACHERS IN DISTRICT RECEIVING TITLE I FUNDING

All teachers hired for a Title I supported program or a core subject area must be "highly qualified."

As a condition of employment, all newly-hired teachers in a Title I supported program or in core subject areas shall be required to submit documentation that they are "highly qualified" as described above.

As designated by Federal law, core subject areas shall include the following: English, reading or language arts, science (which includes physics, chemistry, biology, earth science, and physical science), mathematics, arts (which includes instrumental music, vocal music, visual arts, dance, and drama/theater), foreign languages, government and civics, history, economics and geography.

The Superintendent shall prepare a plan that will result in all teachers who are employed in professional staff positions with instructional responsibilities in Title I supported programs and/or core subject areas to be highly qualified by a date specific, and the Superintendent shall show annual progress towards meeting these teacher qualification requirements.

M.C.L. 380.1229 – 1231, 380.1233, 380.1233b, 380.1237, 380.1531d, 380.623
20 U.S.C. 6319 & 7801
R 390.1105



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EMPLOYMENT OF SUBSTITUTES

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

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

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

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

- A. The Superintendent may employ noncertificated, nonendorsed substitutes to teach, in grades 9-12, a course in computer science, foreign language, mathematics, biology, chemistry, engineering, physics, robotics, or any other course approved by the State Board, providing they meet all of the conditions established by law and by the Superintendent.
- B. The Superintendent may also employ a substitute without a valid teaching certificate if the person has at least sixty (60) semester hours of college credit or an associate degree from a college or university or community college. **The sixty (60) semester hours do not need to be from the same college, university or community college.** ~~and, for substitute teaching in grades 9 to 12, is at least twenty-two (22) years of age.~~



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- C. The Superintendent may employ noncertificated, substitutes to teach in an industrial technology education program or career and technical education program providing they meet all of the conditions established by law and by the Superintendent.

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

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

A substitute shall be paid:

- ☒ actual hours worked.
- ☐ a minimum of _____ hours once the substitute is called.
- ☒ The Board may enter into a contract with a person or entity (a partnership, nonprofit or business corporation, labor organization, limited liability company, or any other association, corporation, trust, or other legal entity) to furnish substitute teachers to the District as necessary to carry out the operations of the District. A contract entered into under this section shall include the following provisions:
 - A. Assurance that the person or entity will furnish the School District with qualified teachers in accordance with the School Code and any implementing rules and regulations.
 - B. Assurance that the person or entity will not furnish to the School District any teacher who, if employed directly by the School District, would be ineligible for employment by the District as a substitute teacher under the School Code.
 - C. A description of the level of compensation and fringe benefits to be provided for the employees of the person or entity who are to be assigned to the District as substitute teachers.



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- D. A description of the type and amounts of insurance coverage to be secured and maintained by the person or entity and the School District.
- E. Assurance that the person or entity, before assigning an individual to serve as a substitute teacher in the District, will comply with and provide to the Board the criminal history record information obtained under section 1230 and with the results of the criminal record check under section 1230a of the School Code.

N A school district that contracts with a person or entity to furnish substitute teachers under this section may purchase liability insurance to indemnify and protect the school district and the person or entity against losses or liabilities incurred by the district and person or entity arising out of any claim for personal injury or property damage caused by the district, its officers, employees, or agents. A district may pay premiums for the insurance out of its operating funds.

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



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LEAVES OF ABSENCE

All professional staff members not otherwise covered by the terms of a negotiated, collectively-bargained agreement of this District shall be entitled to the leave benefits which are not less than those provided in the master agreement with _____.

All requests for unpaid leaves of absence by professional staff members shall be presented to the Board of Education for approval.

Any professional staff member granted a leave of absence by the Board shall be considered to have terminated all work with the School District until the completion of the leave. Exceptions may be made by the Superintendent in cases where the best interest of the District might be served.

[DRAFTING NOTE: THIS POLICY LANGUAGE SHOULD ONLY BE USED IF THE DISTRICT DOES NOT ALREADY HAVE A POLICY OR COLLECTIVE BARGAINING PROVISIONS RELATING TO PAID TIME OFF; IF THE DISTRICT DOES HAVE SUCH POLICY(IES) OR CBA LANGUAGE, THE DISTRICT SHOULD HAVE ITS LOCAL COUNSEL REVIEW AND REVISE ITS CURRENT PTO POLICY AND/OR COLLECTIVE BARGAINING AGREEMENT LANGUAGE AS NECESSARY TO COMPLY WITH THE PMLA IN LIEU OF CHOOSING THIS OPTIONAL LANGUAGE]

[] Paid Medical Leave (PML)

This policy provision applies to all District employees who are eligible to accrue paid medical leave under the Paid Medical Leave Act (PMLA). "Paid Leave" includes, but is not limited to, paid vacation days, paid personal days, and paid time off (i.e. PTO).



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The District adopts [CHOOSE ONE (1) OF THE TWO (2) FOLLOWING OPTIONS]

[] [OPTION #1]

The Accrual Method

Each eligible employee will accrue one (1) hour of Paid Medical Leave for every thirty-five (35) hours worked, but not more than one hour of paid medical leave in a calendar week () limited to a maximum of forty (40) hours per benefit year. Eligible employees may carry over () forty (40) hours () ____ [some number higher than forty (40)] ____ of accrued but unused paid medical leave time to the next benefit year. Paid medical leave will begin accruing on () March 29, 2019, or upon a new hire's start date () however, new employees must wait ninety (90) days after the commencement of employment to use accrued time. () The District will prorate paid leave for eligible employees hired during a benefit year.

[] [OPTION #2]

The Frontload Method

The District will frontload forty (40) hours of Paid Medical Leave to eligible employees on March 29, 2019, which will be prorated for the first year if the benefit year tracks the calendar year. () No carryover of paid medical leave is permitted. In subsequent benefit years, the District will provide an eligible employee with forty (40) hours of paid medical leave on () March 29 () ____ [INSERT THE START DATE OF THE NEW BENEFIT YEAR]. An employee cannot carry over unused paid medical leave to the next benefit year.

A benefit year is the consecutive twelve (12) month period indicated above used by the District to calculate an eligible employee's benefits.

[END OF OPTIONS]



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An employee may use Paid Medical Leave under the PMLA for:

- A. An employee or employee's family member's mental or physical illness, injury, health condition and medical diagnosis, care, or treatment, preventative medical care.**
- B. If the employee or the eligible employee's family member is a victim of domestic violence or sexual assault:**
 - 1. for medical, psychological or other counseling for physical or psychological injury or disability;**
 - 2. to obtain services from a victim services organization;**
 - 3. to relocate due to domestic violence or sexual assault;**
 - 4. to obtain legal services; and/or**
 - 5. to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.**
- C. Closure of the employee's primary workplace due to a public health emergency or to provide care for a child whose school or place of care has been closed due to a public health emergency.**
- D. If health authorities or a health care provider have determined that the employee or employee's family member would jeopardize the health of others because of their exposure to a communicable disease regardless of whether employee or family member has actually contracted the communicable disease.**



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Definitions

A "family member" includes:

- A. a biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;**
- B. a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;**
- C. an individual to whom the employee is "legally married under the laws of any state; "**
- D. a grandparent or grandchild; and**
- E. a biological, foster, or adopted sibling.**

[DRAFTING NOTE: IF THE DISTRICT HAS A DIFFERENT WRITTEN POLICY OR COLLECTIVE BARGAINING PROVISION THAT ADDRESSES INCREMENTAL LEAVE, IT SHOULD NOT SELECT THE ONE (1) HOUR INCREMENT OPTION, BUT SHOULD INSTEAD REFER TO THE APPROPRIATE WRITTEN POLICY OR CBA.]

[] PMLA leave must be used in () one (1) hour increments () _____
DRAFTING NOTE: MAY INSERT A LONGER INCREMENT. [END OF OPTIONS]

An eligible employee who is using Paid Medical Leave because of domestic violence or sexual assault may be required to provide documentation that the Paid Medical Leave has been used for that purpose.

Employees must follow the District's usual practice or procedure for requesting, although the District will give employees three (3) days to acquire the proper documentation if the time off is used for paid medical leave, for the reasons set forth above.



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Employees will be paid at a rate equal to the greater of either the normal hourly or base wage rate for that employee or the minimum wage rate, at the time of absence. PMLA pay will not include overtime pay, holiday pay, bonuses, commissions, supplemental pay, piece-rate pay, or gratuities.

Employee () will not () will be paid for unused, accrued PMLA leave time at the end of the benefit year or upon separation, voluntary or involuntary.

To the extent that any current collective bargaining agreements already provide all of the requirements of the PMLA, those are sufficient to address the District's obligations to that set of employees and will control the employees covered under the collective bargaining agreement instead of this policy.

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LEAVES OF ABSENCE

All support staff members not otherwise covered by the terms of a negotiated, collectively-bargained agreement of this District shall be entitled to the leave benefits which are not less than those provided in the master agreement with DEA.

All requests for unpaid leaves of absence by support staff members shall be presented to the Board of Education for approval.

Any support staff member granted a leave of absence by the Board shall be considered to have terminated all work with the School District until the completion of the leave. Exceptions may be made by the Superintendent in cases where the best interest of the District might be served.

[DRAFTING NOTE: THIS POLICY LANGUAGE SHOULD ONLY BE USED IF THE DISTRICT DOES NOT ALREADY HAVE A POLICY OR COLLECTIVE BARGAINING PROVISIONS RELATING TO PAID TIME OFF; IF THE DISTRICT DOES HAVE SUCH POLICY(IES) OR CBA LANGUAGE, THE DISTRICT SHOULD HAVE ITS LOCAL COUNSEL REVIEW AND REVISE ITS CURRENT PTO POLICY AND/OR COLLECTIVE BARGAINING AGREEMENT LANGUAGE AS NECESSARY TO COMPLY WITH THE PMLA IN LIEU OF CHOOSING THIS OPTIONAL LANGUAGE]

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This policy provision applies to all District employees who are eligible to accrue paid medical leave under the Paid Medical Leave Act (PMLA). "Paid Leave" includes, but is not limited to, paid vacation days, paid personal days, and paid time off (i.e. PTO).



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The District adopts [CHOOSE ONE (1) OF THE TWO (2) FOLLOWING OPTIONS]

[] [OPTION #1]

The Accrual Method

Each eligible employee will accrue one (1) hour of Paid Medical Leave for every thirty-five (35) hours worked, but not more than one hour of paid medical leave in a calendar week () limited to a maximum of forty (40) hours per benefit year. Eligible employees may carry over () forty (40) hours () ____ [some number higher than forty (40)] ____ of accrued but unused paid medical leave time to the next benefit year. Paid medical leave will begin accruing on () March 29, 2019, or upon a new hire's start date () however, new employees must wait ninety (90) days after the commencement of employment to use accrued time. () The District will prorate paid leave for eligible employees hired during a benefit year.

[] [OPTION #2]

The Frontload Method

The District will frontload forty (40) hours of Paid Medical Leave to eligible employees on March 29, 2019, which will be prorated for the first year if the benefit year tracks the calendar year. () No carryover of paid medical leave is permitted. In subsequent benefit years, the District will provide an eligible employee with forty (40) hours of paid medical leave on () March 29 () ____ [INSERT THE START DATE OF THE NEW BENEFIT YEAR]. An employee cannot carry over unused paid medical leave to the next benefit year.

A benefit year is the consecutive twelve (12) month period indicated above used by the District to calculate an eligible employee's benefits.

[END OF OPTIONS]



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An employee may use Paid Medical Leave under the PMLA for:

- A. An employee or employee's family member's mental or physical illness, injury, health condition and medical diagnosis, care, or treatment, preventative medical care.**
- B. If the employee or the eligible employee's family member is a victim of domestic violence or sexual assault:**
 - 1. for medical, psychological or other counseling for physical or psychological injury or disability;**
 - 2. to obtain services from a victim services organization;**
 - 3. to relocate due to domestic violence or sexual assault;**
 - 4. to obtain legal services; and/or**
 - 5. to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.**
- C. Closure of the employee's primary workplace due to a public health emergency or to provide care for a child whose school or place of care has been closed due to a public health emergency.**
- D. If health authorities or a health care provider have determined that the employee or employee's family member would jeopardize the health of others because of their exposure to a communicable disease regardless of whether employee or family member has actually contracted the communicable disease.**



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Definitions

A "family member" includes:

- A. a biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;**
- B. a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;**
- C. an individual to whom the employee is "legally married under the laws of any state";**
- D. a grandparent or grandchild; and**
- E. a biological, foster, or adopted sibling.**

[DRAFTING NOTE: IF THE DISTRICT HAS A DIFFERENT WRITTEN POLICY OR COLLECTIVE BARGAINING PROVISION THAT ADDRESSES INCREMENTAL LEAVE, IT SHOULD NOT SELECT THE ONE (1) HOUR INCREMENT OPTION, BUT SHOULD INSTEAD REFER TO THE APPROPRIATE WRITTEN POLICY OR CBA.]

[] PMLA leave must be used in () one (1) hour increments () _____
DRAFTING NOTE: MAY INSERT A LONGER INCREMENT. [END OF OPTIONS]

An eligible employee who is using Paid Medical Leave because of domestic violence or sexual assault may be required to provide documentation that the Paid Medical Leave has been used for that purpose.

Employees must follow the District's usual practice or procedure for requesting, although the District will give employees three (3) days to acquire the proper documentation if the time off is used for paid medical leave, for the reasons set forth above.



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Employees will be paid at a rate equal to the greater of either the normal hourly or base wage rate for that employee or the minimum wage rate, at the time of absence. PMLA pay will not include overtime pay, holiday pay, bonuses, commissions, supplemental pay, piece-rate pay, or gratuities.

Employee () will not () will be paid for unused, accrued PMLA leave time at the end of the benefit year or upon separation, voluntary or involuntary.

To the extent that any current collective bargaining agreements already provide all of the requirements of the PMLA, those are sufficient to address the District's obligations to that set of employees and will control the employees covered under the collective bargaining agreement instead of this policy.

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SCHOOLS OF CHOICE
(Intra-District)

The Board of Education supports the concept of providing parents with the choice of which () elementary () middle () high school their child may attend in the District.

The Superintendent shall, in cooperation with the appropriate committee, submit a plan to the Board each year for its review and approval. The plan is to specify the conditions under which a student may enroll in a school other than the one in his/her attendance area as well as the arrangements for transportation.

See also, Policy 5113.02 - School Choice Options Provided by **Federal Law** the No Child Left Behind Act

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SCHOOL CHOICE OPTIONS PROVIDED BY FEDERAL LAW
THE NO CHILD LEFT BEHIND ACT

The Board of Education acknowledges that the Federal ~~No Child Left Behind Act of 2001 ("NCLBA")~~ **Elementary and Secondary Education Act (ESEA), as amended**, provides that the parents/guardians of students enrolled in a Title I school that has been listed for "School Improvement" for two (2) or more years, have the right to transfer their children to another school in the District, provided there is a school that provides instruction at the students' grade level(s) and such school has not been identified as being in the process of school improvement, corrective action, or restructuring. If there is not a qualifying school in the District, the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts if the parent/guardian requests a transfer. The Superintendent shall also offer Supplemental Educational Services (SES) if a transfer within the District is not possible.

Students attending a "persistently dangerous" school, as defined by State law have the right to transfer to another "safe" school in the District. If there is not another "safe" school in the District providing instruction at the students' grade level(s), the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts if the parent/guardian requests a transfer.

Furthermore, a student who is a victim of a "violent crime" on school property also has the right to transfer to another school. If there is not another school in the District providing instruction at the student's grade level, the Superintendent shall contact neighboring districts and request that they permit that student to transfer to a school in one of those districts providing instruction at the student's grade level if the parent/guardian requests a transfer.

The Board of Education authorizes such transfers in accordance with AG 5113.02.



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Children who transfer within the District in accordance with this policy will be permitted to remain at the school of transfer until completing the highest grade at the school.

Title I, Section 1116(b)(1)(E) of the ~~No Child Left Behind Act of 2001~~ **Elementary and Secondary Education Act, as amended**

Title I, Section 1116(e) of the **Elementary and Secondary Education Act, as amended** ~~No Child Left Behind Act of 2001~~

Title IX, Section 9532 of the **Elementary and Secondary Education Act, as amended** ~~No Child Left Behind Act of 2001~~

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ATTENDANCE

The Board of Education as an agency of the State is required to enforce the regular attendance of students. The Board recognizes that the presence in the classroom enables the student to participate in instruction, class discussions, and other related activities. As such, regular attendance and classroom participation are integral to instilling incentives for the student to excel.

Attendance shall be required of all District students, except those exempted under Policy 5223 or by other provisions of State law, during the days and hours that the school is in session.

☒ or during the attendance sessions to which s/he has been assigned.

The Superintendent shall require, from the parent of each student or from an adult student who has been absent for any reason, a ☒ written statement () and/or confirmation of the cause for such absence. The Board reserves the right to verify such statements and to investigate the cause of each:

☒ single absence;

☒ prolonged absence;

() absence of more than _____ days duration;

☒ repeated unexplained absence and tardiness.

☒ *refer to individual building handbooks.*

The Board may report to the Intermediate School District infractions of the law regarding the attendance of students below the age of ~~sixteen (16)~~ **eighteen (18)**. Repeated infractions of Board policy requiring the attendance of enrolled students may result in the suspension or expulsion of the student from the District program.



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☒ The Board considers the following factors to be reasonable excuses for time missed at school:

- ☒ illness
- ☒ recovery from accident
- ☒ required court attendance
- ☒ professional appointments
- ☒ death in the immediate family
- ☒ observation or celebration of a bona fide religious holiday
- ☒ such other good cause as may be acceptable to the Superintendent

☒ Attendance need not always be within the school facilities, but a student will be considered to be in attendance if present at any place where school is in session by authority of the Board.

☒ The Board shall consider each student assigned to a program of other guided learning experiences, authorized under Policy 2370, to be in regular attendance for the program provided that s/he reports

- ☐ daily
- ☒ weekly

to such staff member s/he is assigned for guidance at the place in which s/he is conducting study, and regularly demonstrates progress toward the objectives of the course of study.

☒ The Board authorizes, but does not encourage the Superintendent, to suspend a student from a particular class or from school if sincere efforts by the staff and parents cannot rectify the pattern of absence. In keeping with its philosophy, the Board supports efforts to provide for out-of-school alternative educational opportunities for truant students rather than to heighten the effects of absence through suspension.



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The Superintendent shall develop procedures for the attendance of students which:

- (1) ensure a school session which is in conformity with the requirements of the law;
- (1) ensure that students absent for any excusable reason have an opportunity to make up work they missed;
- (1) ensure the student is not given a failing grade or his/her credit is not unconditionally revoked where lack of attendance is the sole or primary determining factor, but which allow reduction in grade or denial of credit, if the student does not make appropriate use of make-up sessions provided by the instructor or administrator;
- (1) govern the keeping of attendance records in accordance with the rules of the State Board and the Michigan Department of Education Pupil Accounting Manual, including a written electronic attendance procedure, if applicable;
- (1) identify the habitual truant, investigate the cause(s) of his/her behavior, and consider modification of his/her educational program to meet particular needs and interests;
- (1) ensure that any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the District's limit on excused absence is referred for evaluation for eligibility either under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.

Such guidelines should provide that a student's grade in any course is based on his/her performance in the instructional setting and is not reduced for reasons of conduct. If a student violates the attendance or other rules of the school, s/he should be disciplined appropriately for the misconduct, but his/her grades should be based upon what the student can demonstrate s/he has learned.

M.C.L. 380.1561, 380.1561(3a-3c), 380.1586(3)



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NEW SCHOOL CONSTRUCTION, RENOVATION

Before commencing construction of any new school building or the major renovation of an existing school building, the Board 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 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 (\$20,959 for 2009).

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 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.



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- 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 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, to file with the Board security in an amount not less than 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.



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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:
- ☒ which use a Michigan-based business as the primary contractor.
 - ☒ which use one (1) or more Michigan-based business(es) as subcontractors.

For purposes of this 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 businesses certify that since inception or during the last twelve (12) months it has done one of the following:

1. have filed a Michigan business tax return showing an allocation of income tax base to Michigan
2. have filed a Michigan income tax return showing income generated in or attributed to Michigan
3. 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.



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- G. The competitive bid threshold amount specified in this policy (\$20,959 for 2009) 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.

M.C.L. 380.1267

| **M.C.L. 380.1264**

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REVISED POLICY - VOL. 33, NO. 2 - FEBRUARY 2019

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 maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 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 a contract administration 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 the District's documented general purchasing Policy 6320 and AG 6320A.

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.



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Competition

All procurement transactions paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. 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 contracts to consultants that are on retainer contracts;
- D. organizational conflicts of interest;
- E. 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
- F. 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.



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To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services that are subject to this policy, 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].

[Drafting 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.]

Solicitation Language

The District shall require that all solicitations made pursuant to this policy 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.



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Procurement Methods

The District shall utilize the following methods of procurement:

() Micro-purchases

Procurement by micropurchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$ _____ $\rightarrow$ **[not to exceed \$10,000]**. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

() Small Purchases

*amount set by the
State of Michigan*

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$ _____. Small purchase procedures require that price or rate quotations shall be obtained from ☒ (3) *three* () an adequate number of qualified sources. [Drafting Note: The District may define in policy how many quotations are adequate. The number must be greater than one (1).]

☒ Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than 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. [DRAFTING NOTE: The fiscal year 2017-2018 base pertaining to construction, renovation, repair, or remodeling and the base pertaining to procurement of supplies, materials, and equipment is \$23,881.]



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

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. 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:

1. 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.
2. 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.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
4. A firm fixed price contract award will be made in writing to the lowest 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.



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5. The Board reserves the right to reject any or all bids for sound documented reason.

() Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is 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: 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. (See Policy 6320.)]**

If this method is used, the following requirements apply:

1. 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.
2. Proposals shall be solicited from an () ☒ adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.



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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.



Noncompetitive Proposals

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

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

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000, 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.



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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. 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 C.F.R. Part 180.



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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 C.F.R. 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 C.F.R. 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 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. 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 C.F.R. 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.



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Maintenance of Procurement Records

The District maintains 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).

Applicable laws and regulations:
2 C.F.R. 200.317 - .326

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REVISED POLICY - VOL. 33, NO. 2 - FEBRUARY 2019

CROWDFUNDING

This policy applies to the use of any form of crowdfunding utilizing an online service or website-based platform for the financial benefit or gain of the District – be it a specific classroom, grade level, department, school, or curricular or extracurricular activity. ~~“Crowdfunding” refers to a campaign to collect typically small amounts of money from a large number of individuals to finance a project or fundraise for a specific cause. Through the use of personal networking, social media platforms, and other Internet based resources, funds are solicited or raised to support a specific campaign or project.~~

“Crowdfunding” is defined as the solicitation of resources from individuals and/or organizations to support identified activities or projects that enhance the educational program or a specific cause approved by the District. The solicitation is typically from a large number of individuals/organizations utilizing internet-based technologies.

[DRAFTING NOTE: SELECT OPTION #1 or OPTION #2]

[] [OPTION #1]

The Board of Education does not permit or sanction the use of crowdfunding for District or specific school programs or activities, including co-curricular or extracurricular activities.

[END OF OPTION #1; END OF POLICY]

OR



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☒ **[OPTION #2]**

Crowdfunding activities aimed at raising funds for a specific classroom or school activity, including extracurricular activity, or to obtain supplemental resources (e.g., supplies or equipment) that are not required to provide a free appropriate public education to any students in the classroom may be permitted, but only with the specific approval

☒ of the Superintendent.

OR

☐ of the Board upon the recommendation of the Superintendent.

All approved crowdfunding activities shall protect the privacy of students, children, and young adults in accordance with District policies and administrative guidelines and applicable State and Federal law, including FERPA and IDEIA.

Materials, supplies, equipment, and other proceeds of the crowdfunding activity shall become property of the District or school. Cash or equivalent payment to District personnel is prohibited. All fiscal transactions shall comply with appropriate District policies.

All crowdfunding activities are subject to AG 6605.

[END OF OPTION #2; END OF POLICY]



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REVISED POLICY - VOL. 33, NO. 2 - FEBRUARY 2019

SCHOOL SAFETY INFORMATION

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

[NOTE: Include this paragraph if adopting optional revisions of Policy 7217 only.]

In furtherance of its commitment to a safe school environment, the Board has prohibited weapons on school property and at school sponsored events, except in very limited circumstances. See Board Policy 3217, Policy 4217, and Policy 5772. This prohibition is reasonably related to legitimate educational concerns, including the ability to provide a safe and secure learning and social environment for its students and controlling and minimizing disruptions to the educational process. The presence of dangerous weapons on school property or at school sponsored events, except under very controlled circumstances, creates a potentially dangerous situation for students, staff and visitors, and may trigger precautionary safety responses which disrupt the educational process and learning environment for students.

[NOTE: END OF OPTION]

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



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

- ☒ The Superintendent shall take the necessary steps so that an individual eighteen (18) years of age or older who is a registered sex offender, and resides, works, or loiters in violation of the Student Safety Zone, is prosecuted to the fullest extent of the law.

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

- ☐ Chief Judge of Circuit and/or District Courts or his/her designee, including a representative of the family division;
- ☒ representative from the Intermediate School District (ISD);
- ☒ representative(s) from the local child protection agency;
- ☒ building administrators;
- ☒ teachers;
- ☒ parents;
- ☐ students **() in grades ___ through ___;**
- ☒ Fire Marshal or his/her designee;
- ☒ representative(s) from emergency medical services;



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- ☒ representative(s) from county emergency management service agency;
- ☒ School Resource Officer;
- ☐ representatives from other school districts within _____ [county/ISD];
- ☐ _____ [other].

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

District Contact Person

Furthermore, in accordance with State law, the Board hereby designates the School Safety Coordinator as the District contact person who shall receive information from law enforcement officials, prosecutors and the court officials, including receipt of information provided from the Michigan State Police relating to the student safety act hotline ("OK2Say"). The current contact information for Dundee Community Schools shall be provided to the Michigan State Police in the manner and frequency required by law. **[DRAFTING NOTE: THIS INFORMATION MUST BE PROVIDED TWICE A YEAR. IF A DISTRICT DESIGNATES MORE THAN ONE PERSON AS CONTACT FOR THE MSP, IT MUST SPECIFY WHEN EACH PERSON IS AVAILABLE BY DAY AND TIME WHEN IT REPORTS TO THE MSP.]** ~~The District contact person shall notify the principal of the school of attendance of a student about whom information is received from law enforcement officials, prosecutors, or court officials within twenty-four (24) hours of the receipt of that information. The principal shall, in turn, notify the building staff members who s/he determines have a need to know the information that has been received within twenty-four (24) hours of receipt of that information.~~



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

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

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

Required Reporting

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



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

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

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

Additionally, the District shall report all incidents of and attempted commissions of the crimes listed above to the Michigan State Police, in the form and manner prescribed by the Michigan State Police, within twenty-four (24) hours after the incident occurs.

Law Enforcement Information Network (LEIN)

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



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Threat Assessment

The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. This policy is designed to be consistent with the process for identifying, assessing, and managing students who may pose a threat as set forth in the joint U.S. Secret Service and **Department of Homeland Security publication, Enhancing School Safety Using a Threat Assessment Model: An Operational Guide for Preventing Targeted School Violence** U.S. Department of Education publication, ~~Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates~~. The goal of the threat assessment process is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed.

The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

The Board of Education authorizes the Superintendent to create building-level, trained threat assessment teams. Each Team shall be headed by the Principal and include a school counselor, school psychologist, instructional personnel, and, where appropriate, the School Resource Officer. At the discretion of the Superintendent, a threat assessment team may serve more than one (1) school when logistics and staff assignments make it feasible.

The Team will meet () on a regular basis and ^{periodically} ~~()~~ [insert level of frequency] and [END OF OPTIONS] when the Principal learns a student has made a threat of violence or engages in concerning communications or behaviors that suggest the likelihood of a threatening situation.



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The Team is empowered to gather information, evaluate facts, and make a determination as to whether a given student poses a threat of violence to a target. If an inquiry indicates that there is a risk of violence in a specific situation, the Team may collaborate with others to develop and implement a written plan to manage or reduce the threat posed by the student in that situation.

The Board authorizes the Superintendent to create guidelines for the purpose of:

- A. identifying team participants by position and role;
- B. requiring team participants to undergo appropriate training;
- C. defining the nature and extent of behavior or communication that would trigger a threat assessment and/or action pursuant to a threat assessment;
- D. defining that types of information that may be gathered during the assessment;
- E. stating when and how parents/guardians of the student making the threat shall be notified and involved;
- F. designating the individuals (by position) who would be responsible for gathering and investigating information;
- G. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

Board employees, volunteers, and other school community members, including students and parents, shall immediately report to the Superintendent or Principal any expression of intent to harm another person or other statements or behaviors that suggest a student may intend to commit an act of violence.

Nothing in this policy overrides or replaces an individual's responsibility to contact 911 in an emergency.



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Regardless of threat assessment activities or protocols, disciplinary action and referral to law enforcement shall occur as required by State law and Board policy.

Threat assessment team members shall maintain student confidentiality at all times as required by Board Policy 8330 – Student Records, and State and Federal law.

[END OF OPTION]

Persistently Dangerous Schools

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

Pursuant to the Board’s stated intent to provide a safe school environment, the school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceed the threshold number established in State policy, the Superintendent shall

- ✓ discuss this at the annual meeting for the purpose of reviewing the School Safety Plan so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.
- ✓ convene a meeting of the building administrator, representative(s) of the local law enforcement () **agency** (✓) **agencies**, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.



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

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

In addition, the Superintendent ^{or designee} shall

- ☒ discuss the school's designation as a persistently dangerous school at the annual meeting for the purpose of reviewing the School Safety Plan so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.
- ☒ convene a meeting of the building administrator, representative(s) of the local law enforcement () **agency** ☒ **agencies**, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.
- ☐ If a school in a neighboring district is identified as persistently dangerous and there is not another school in that district, the District will admit students from that school in accordance with Board Policy 5113.02.



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Victims of Violent Crime

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

Title IX, Section 9532 of the ~~No Child Left Behind Act of 2001~~ **Elementary and Secondary Education Act, as amended**
M.C.L. **380.1241**, 380.1308, **380.1308a**, ~~and 380.1310a~~, **752.913**, 771.2a

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NEW POLICY - VOL. 33, NO. 2 - FEBRUARY 2019

EMERGENCY OPERATIONS PLAN

By no later than January 1, 2020, for each school building the District shall 1) develop an emergency operations plan or 2) adapt its statewide school information policy (referred to as the "Plan" throughout the remainder of this Policy) to comply with the requirements of this Policy. This action shall be taken with input from the public. 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.

Beginning in the 2019-2020 school year, and at least biennially thereafter, the District shall conduct a review of its Plan, including a review of the vulnerability assessment, with at least one law enforcement agency that has jurisdiction over the District.

The Plan must include guidelines and procedures that address all of the following:

- A. school violence and attacks
- B. threats of school violence and attacks
- C. bomb threats
- D. fire
- E. weather-related emergencies
- F. intruders
- G. parent and pupil reunification
- H. threats to a school-sponsored activity or event whether or not it is held on school premises
- I. a plan to train teachers on mental health and pupil and teacher safety



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- J. a plan to improve school building security
- K. an active violence protocol
- L. continuity of operations after an incident
- M. a vulnerability assessment

The District shall notify the Michigan Department of Education not later than thirty (30) days after it adopts its Plan and after each biennial review in the form and manner prescribed by the Department.

M.C.L.380.1308a

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REVISED POLICY - VOL. 33, NO. 2 - FEBRUARY 2019

FOOD SERVICES

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

- ☒ The Board ^{may} shall also provide a breakfast program in accordance with procedures established by the Department of Education.
- ☐ The Board shall provide a public hearing annually for all parents prior to determining whether or not it will provide a breakfast program for all students. If it chooses not to provide such a program, the Board shall make available the reasons for its decision.

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

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



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Substitutions

If determined appropriate by a student's Section 504 team, substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a healthcare provider who has prescriptive authority in the State of Michigan has provided medical certification that the student has a disability which restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. 15(b). To qualify for such substitutions the medical certification must identify:

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

M

~~On a case-by-case basis~~ **If determined appropriate by a team of qualified individuals including, but not limited to, the Principal, school nurse, parent, Director of Food Services, () _____,** substitutions to the standard meal requirements may be made, at no additional charge, for ~~students who are not "disabled persons", but have a~~ **student who is not a "disabled person" but has** a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

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

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



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

A periodic review of the food-service accounts shall be made by the Chief Financial Officer. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods purchased using funds from the nonprofit food service account must accrue to the nonprofit food service account.

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

- [] Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable by the end of the school year in which the debt was incurred. If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFSFA for the total amount of the bad debt. The funds may come from the District general fund, State or local funding, school or community organizations such as the PTA, or any other non-Federal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 C.F.R. 210.9(b) (17) and 7 C.F.R. 210.15(b).



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

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

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;
- D. the purchase of foods and supplies in accordance with State and Federal law, USDA regulations, and Board policy (See Policy 1130, Policy 3110, and Policy 4110);
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the accounting and disposition of food-service funds pursuant to Federal and State law and USDA regulations;



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- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;
- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non-federal funds used to meet a match or cost share requirement must comply with the District's time and effort record-keeping policy (See Policy 6116).

The District shall serve only nutritious food as determined by the Food Service Department in compliance with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages unassociated with the food-service program must comply with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs and the USDA Smart Snacks in School nutrition guidelines, and may be vended in accordance with Board Policy 8540.

The Superintendent will require that the food service program serve foods in District schools that are wholesome and nutritious and reinforce the concepts taught in the classroom.

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.
Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.
M.C.L. 380.1272, 1272a, 1272d et seq.
7 C.F.R. Parts 15b, 127, 210, 215, 220, 225, 226, 240, 245, 3015
42 U.S.C. 1758, 1760
OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)
SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs



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REVISED POLICY - VOL. 33, NO. 2 - FEBRUARY 2019

TRANSPORTATION FOR FIELD AND OTHER
DISTRICT-SPONSORED TRIPS

It shall be the policy of the Board of Education to use regular or special-purpose school vehicles for transportation on field and other District-sponsored trips.

The transportation for all field and other District-sponsored trips is to be by vehicles owned or approved by the District and driven by approved drivers. Exceptions must have the approval of the Superintendent.

[] The District shall assume transportation costs for

() all field trips.

(✓) a certain number of approved field trips as specified in the Superintendent's administrative guidelines.

~~It will also assume the transportation costs for~~ For all other trips including co-curricular, athletic, and other extra-curricular trips, **the District:-**

() will assume the transportation costs.

() will assume the vehicle cost but the cost of the driver shall be paid

() by the sponsoring organization.

() from the designated fund.

(✓) will provide for the vehicles for all other trips but a mileage charge will be assessed to cover the cost of the driver and fuel.

This charge is to be paid

(✓) by the sponsoring organization.

() from the designated fund.



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~~It will assume the vehicle cost for all other trips including co-curricular, athletic, and other extra-curricular trips, but the cost of the driver shall be paid~~

~~(+) by the sponsoring organization.~~

~~(+) from the designated fund.~~

~~It will provide for the vehicles for all other trips including co-curricular, athletic, and other extra-curricular trips, but a mileage charge will be assessed to cover the cost of the driver and fuel. This charge is to be paid~~

~~(+) by the sponsoring organization.~~

~~(+) from a designated fund.~~

✓

Transportation may be limited by the availability of vehicles, drivers, and scheduling and will not be available when needed for general school purposes.

✓

All field trips shall be supervised by members of the staff. All other District-sponsored trips shall be supervised by either staff members or adults from the sponsoring organization. Any time students are on the vehicle, at least one (1) sponsor, chaperone, or staff member is expected to ride in the vehicle as well as to supervise students upon return to the District and while they are waiting for rides home.

✓

All students are expected to ride the approved vehicle to and from each activity. A special request must be made to the staff member or sponsor by the parent, in writing or in person, to allow an exception.

✓

District students not affiliated with the trip activity, nondistrict students, and/or children of preschool age shall not be permitted to ride on the trip vehicle.

✓

without the approval of the principal.



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☒ No student is allowed to drive on any trip. An exception may be made by the principal on an individual basis provided the student has written parental permission.

☒ and does not transport any other student.

The Superintendent shall prepare administrative guidelines to ensure that all transportation is in compliance with Board policy on use of District vehicles and/or use of private vehicles.

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33-2 Master update Spread Sheet

Policy #	Title	Status	Explanation
0100	Definitions	Revised	Added language for military leave voting; Must provide notice and contact info of member's absence when voting and how to contact
167.2	Closed Session	Revised	Added language for closed session to address existing threats or preventing potential threats
1422.01	Drug-Free Workplace	New	Policy provides Administrators same requirements in PO 3122.01 and PO4122.01 for Drug Free Workplace
1430	Leaves of Absence	New	Adds required language regarding Paid Medical Leave
3430	Leaves of Absence	Revised	Most contracts will state PMLL for employee covered by collective bargaining agreement.
4430	Leaves of Absence	Revised	
2210	Curriculum Development	Revised	Beginning in 2019-20, districts must provide grade appropriate career development instruction in grades K-12.
2414	Reproductive Health and Family Planning	Revised	Removed reference to MDE publication that is no longer provided. Document "Sex Education Guidelines including Reproductive Health and Family Planning."
3120	Employment of Professional Staff	Revised	Expands who can substitute in IT or CTE: 1) has HS diploma, 2) has Professional license 3) has 2 consecutive yrs of experience in field. removed "has to be 22 years old to teach in High School."
3120.04	Employment of Substitutes	Revised	
5113.01	Schools of Choice	Revised	Removes reference to NCLB
5113.02	School Choice Options Provided By Federal Law	Revised	
5200	Attendance	Revised	Updates mandatory attendance to 18 years old.
6321	New School Construction, Renovation	Revised	Adds language requiring consultation with first responder agency on plans for construction or major renovation of buildings
6325	Procurement-Federal Grants/Funds	Revised	Adds language regarding women's business enterprises in response to audit questions; also check with PO 6320 for bid limits
6605	Crowdfunding	Revised	Added definition of crowdfunding and language regarding privacy of students
8400	School Safety Information	Revised	Added Note: End of Option Removes references to NCLB; Adds language regarding school safety team meeting. Also adds reporting requirements.
8402	Emergency Operation Plans	New	Assists district is complying with new law which requires collaboration, review and notification obligations by 1/1/2020

8500	Food Services	Revised	Reflects issues that a team is required to approve dietary modification for ALL students
8640	Transportation For Field and Other District Sponsored Trips	Revised	Policy revised as part of Neola review to assure compliance with current regulations and practice.



Dundee Community Schools

Vision Statement: "Students First" – Inspire, Educate, Innovate, Celebrate

Mission Statement: Dundee Community Schools is setting a course for student success. We will challenge and inspire every student, every day, in every class through innovation and dedication - promoting knowledgeable, responsible, and caring citizens.

David Todd
david.todd@dundee.k12.mi.us
Maintenance Director

420 Ypsilanti Street
Dundee, MI 48131
Phone: 734-529-2350 Ext. 11007

To: Dundee Board of Education
Edward Manuszak, Superintendent

From: David Todd, Maintenance Director

Date: June 10, 2019

Re: Maintenance Trailer

I am recommending the purchase of a 8' x 16' dump/utility trailer from John's Trailer Sales for \$7,244.00. Funds for this purchase are available from the General Fund.

The trailer would be used for hauling stone, dirt, topsoil, scrap, etc. This trailer will also be used to transport our tractor and other equipment for service eliminating rental and delivery fees for these services.

Quotes:

John's Trailer Sales*	\$7,244
USA Trailer*	\$8,314
Kelley & Sons Trailers	\$8,775
DR Trailer Sales*	\$8,073

*Quotes less tax

Thank you for your consideration.

JOHN'S TRAILER SALES, LLC

7640 LEWIS AVE., TEMPERANCE, MI 48182
PHONE: 800-471-1175

ORDER DATE: 4-23-19

NAME: Dundee Schools

ADDRESS:

CITY:

STATE:

ZIP:

COUNTY:

PHONE:

EMAIL:

LICENSE #:

VIN #:

WEIGHT:

C.C.#:

EXP. CV

NOTES:

CUSTOMER SIGNATURE:

SELLER SIGNATURE:

** ALL SPECIAL ORDERS NON-REFUNDABLE

** ALL USED TRAILERS SOLD AS IS

** NO REFUNDS ON TRAILERS

** 20% PARTS RE-STOCKING FEE

** NO REFUNDS ON ELECTRICAL

** ALL PRICES ARE @ CASH/CHECK DISCOUNT
C/C 3% FEE

BALANCE DUE: \$ ☐ C C ☐ CK ☐ CASH

DEPOSIT: \$ ☐ C C ☐ CK ☐ CASH

TOTAL: \$

TITLE FEE: \$

LICENSE FEE: \$

TAX: \$

SUB TOTAL: \$

SERVICE FEE: \$

PRICE	FEATURES
\$ 7000	83x16 14K
\$	Dundee Trailer
\$	Deluxe Tank Kit
\$	1200# 400
\$	
\$	
\$	
\$	
\$	BT Road tax exempt
\$	Subtract the tax \$ 7244
\$	
\$	
\$	
\$	

COLOR:

G.V.W.R:

SIZE:

MODEL:

MAKE:

Quality steel

8316 D

83x16

14000 #

Black



Dundee Community Schools

Vision Statement: "Students First" – Inspire, Educate, Innovate, Celebrate

Mission Statement: Dundee Community Schools is setting a course for student success. We will challenge and inspire every student, every day, in every class through innovation and dedication - promoting knowledgeable, responsible, and caring citizens.

David Todd
david.todd@dundee.k12.mi.us
Maintenance Director

420 Ypsilanti Street
Dundee, MI 48131
Phone: 734-529-2350 Ext. 11007

To: Dundee Board of Education
Edward Manuszak, Superintendent

From: David Todd, Maintenance Director

Date: July 8, 2019

Re: Riverside Carpet Replacement

The carpeting at Riverside Academy is part of our scheduled bond work. Carpet tiles will be installed so that repairs can be made as necessary.

The following areas are scheduled to receive new carpet: common area, office, classrooms, back entry, and front entry.

I am recommending Dundee Carpets at a cost of \$14,842.69. This amount would come from bond funding.

Quotes:

Dundee Carpets	\$14,842.69
Victory Carpets	\$15,320
Ann Arbor Carpets	\$22,503.70

Thank you for your consideration.

Estimate # 1267

13159 Dixon Road Dundee, MI 48131-9792
(734) 529-2080 (734) 915-8036

Date 6/8/2019

Estimate

dundeecarpets@live.com

Customer		Job Site	
Name	Dundee Community Schools	Name	Riverside Academy
Address	420 Ypsilanti Street	Address	445 Toledo St.
City, State, Zip	Dundee, MI 48131	City, State, Zip	Dundee, MI 48131
Phone	(734) 529-2350 Fax (734) 529-5606	Phone	(734) 529-3916

Material			
Quantity	Description	Unit Price	TOTAL
408.00	Mohawk, Aladdin Authentic Format -- 589 Designing Point	\$ 24.71	\$ 10,081.68
	100% Solution Dyed Nylon Carpet Tile 8sq ft per box 51boxes		\$ -
	(Common Area, Directors Office, 2 Basement Classrooms, Back Entry		\$ -
	Steps & Landings, Front Entry Steps & Landing)		\$ -
			\$ -
61.33	Pat Craft, Color Choice 10203 -- 00320 Eucalyptus 12x46 61.33sq yds	\$ 16.73	\$ 1,026.05
	100% Solution Dyed BCF Nylon 30oz		\$ -
	(Stage, Large Step Up & Ramp)		\$ -
			\$ -
33.00	Transitions	\$ 1.49	\$ 49.17
			\$ -
			\$ -

Labor					
Quantity	Description	Unit Price	TOTAL	Customer to have areas clear of furniture for installation. Reasonable floor prep included in estimate but can not be held responsible for unforeseen floor conditions hidden by existing floor covering.	
408.00	Glue Direct Installation	\$ 5.49	\$ 2,239.92		
61.33	Glue Direct Installation	\$ 4.99	\$ 306.04		
453.33	Take Up & Disposal	\$ 1.99	\$ 902.13		
23.00	Glue Direct Steps	\$ 4.99	\$ 114.77		
6.00	Glue Direct Steps	\$ 7.99	\$ 47.94		
1.00	Misc Custom Labor (Ramp & Stage Step)	\$ 75.00	\$ 75.00	Sub Total	\$ 11,156.90
			\$ -	Sales Tax	
			\$ -	Labor Total	\$ 3,685.79
			\$ -	Total	\$ 14,842.69

Deposit :**Payment:**

Install Date: to be determined

Install Date:

GUARANTEE: We guarantee that we will install your new flooring professionally and according to the manufacturers specifications. Furthermore any defect of material or workmanship that occurs and is reported to us within one year of the date of installation will be corrected at no cost to the original purchaser, except when damage occurs due to accidents, misuse, negligence, or other causes not the responsibility of the manufacturer,retailer or installer, or consequential damages.

TERMS AND CONDITIONS: Cancelled orders of merchandise cut off rolls or special ordered are subject to a 30% restocking fee without prior approval. Cuts under 30 feet are not subject to cancellation. Please see reverse for additional terms and conditions.

I (WE) ALSO AGREE TO PAY THE BALANCE DUE TO THE INSTALLER UPON COMPLETION OF THIS JOB.X

Thank you for calling Dundee Carpets

[illegible]

ANN ARBOR CARPETS, INC.
550 STATE CIRCLE
ANN ARBOR, MI 48108
Telephone: 734-769-1710 Fax: 734-769-4849

Page 1

ES902410

QUOTE

Sold To	Ship To
DUNDEE COMMUNITY SCHOOLS 420 YPSILANTI ST DUNDEE, MI 48131	RIVERSIDE ACADEMY 445 TOLEDO ST. DUNDEE, MI 48131

Quote Date	Tele #1	PO Number	Quote Number
06/10/19	734-529-2350		ES902410

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
2B79	AUTHENTIC FORMAT - ECOFLEX ICT PVC - 24 X24 - 1CT=8 SY - 18 PER CASE	DESIGNING POINT	3,816.00 SF	3.29	12,554.64
	1. Main Level Common Area, Office, 2 Sets of Stairs and 2 Classrooms (lower level). 2. Please order 53 cartons @ 72 sf/ctn.				
SPECIAL ORDE	SPECIAL ORDER	COLOR	480.00 SF	4.29	2,059.20
	1. Stage, Step and Ramp. 2. Patcraft Carpet Tile - Color Choice I0204 - Eucalyptus 00320. 3. Please order 10 cartons @ 48 sf/ctn.				
M004B	ENPRESS - ADHESIVE - 4 GALLON	158CW	4.00 EA	149.99	599.96
5000-4	SHAW CARPET TILE ADHESIVE	4 GALLON	1.00 EA	149.99	149.99
177-178	TILE TO CARPET REDUCER	PEWTER VINYL	12.00 LF	1.79	21.48
154-178	STANDARD SNAP DOWN	1" PEWTER	4.00 LF	1.29	5.16
A3752	TRACK METAL-PINLESS	SINGLE FLANGE	4.00 LF	1.29	5.16
SPECIAL ORDE	SPECIAL ORDER	COLOR	25.00 EA	49.99	1,249.75
	1. Roppe Rubber Stair Nose - Double Flange Carpet Stair Nose - Color tbd - Item #15. 2. Please order 25 pieces @ 9 lf/pc.				
L/CARPET TIL<1000	CARPET TILES<1000 SF		4,296.00 SF	0.60	2,577.60
	1. The customer will move all furniture.				
L/C/R&H/GLUE	RIP/HAUL GLUE DIRECT		4,296.00 SF	0.40	1,718.40
DISPOSAL	DISPOSAL OF MATERIALS		4,296.00 SF	0.10	429.60
L/CONTOUR	STEPS/CONTOUR		26.00 EA	25.00	650.00
	1. Install carpet tile and rubber stair nose on two sets of steps.				
L/LABOR	LABOR		1.00 EA	150.00	150.00

— 06/14/19 — 11:11AM —

Sales Representative(s):	Material:	16,645.34
STEVE PIESKE (2)	Service:	5,858.36
	Misc. Charges:	0.00
	Sales Tax:	0.00
	Misc. Tax:	0.00

Please send all checks and mail to:		QUOTE TOTAL:	\$22,503.70
PO BOX 346 Saline, MI 48176			

ANN ARBOR CARPETS, INC.
 550 STATE CIRCLE
 ANN ARBOR, MI 48108
 Telephone: 734-769-1710 Fax: 734-769-4849

Page 2

ES902410

QUOTE

Sold To	Ship To
DUNDEE COMMUNITY SCHOOLS 420 YPSILANTI ST DUNDEE, MI 48131	RIVERSIDE ACADEMY 445 TOLEDO ST. DUNDEE, MI 48131

Quote Date	Tele #1	PO Number	Quote Number
06/10/19	734-529-2350		ES902410

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
		1. Labor to install carpet tile on the ramp and the step to the stage.			
L/PREP	PREP WORK		1.00 EA	75.00	75.00
		1. AAC will perform up to one hour of normal floor prep. Any additional prep will increase the cost of materials and labor.			
FREIGHT	FREIGHT		4,296.00 SF	0.06	257.76

1. There may be asbestos tile under the carpet in the common area. Ann Arbor Carpets cannot remove/dispose of asbestos tile. The customer will be responsible for the removal/disposal of asbestos tile.

*****QUOTE PRICING VALID FOR 30 DAYS FROM ABOVE DATE
 ***** ALL ORDERS ARE SUBJECT TO MEASURE FOR FINAL PRICING
 ***** WE MAKE EVERY EFFORT TO COMPLETE YOUR INSTALLATION IN A TIMELY & PROFESSIONAL MANNER. HOWEVER, WE WILL NOT BE RESPONSIBLE FOR INCIDENTAL EXPENSE, i.e.: TIME LOST FROM WORK, HOTELS, MEALS, INCONVENIENCE, etc...

The **person signing this quote/estimate**, whether signing for his/her own account or on behalf of another individual, partnership, limited liability company or corporation, **personally guarantees payment** of any and all sums to become due and owing to Ann Arbor Carpets Flooring America for products or labor provided.

Special orders can not be returned.

I have read and approve this estimate and am ready to proceed with the order.

X

06/14/19

11:11AM

Sales Representative(s):
 STEVE PIESKE (2)

Material: 16,645.34
 Service: 5,858.36
 Misc. Charges: 0.00
 Sales Tax: 0.00
 Misc. Tax: 0.00

QUOTE TOTAL: \$22,503.70

Please send all checks and mail to:

PO BOX 346
 Saline, MI 48176



Dundee Community Schools

Vision Statement: "Students First" – Inspire, Educate, Innovate, Celebrate

Mission Statement: Dundee Community Schools is setting a course for student success. We will challenge and inspire every student, every day, in every class through innovation and dedication - promoting knowledgeable, responsible, and caring citizens.

David Todd
david.todd@dundee.k12.mi.us
Maintenance Director

420 Ypsilanti Street
Dundee, MI 48131
Phone: 734-529-2350 Ext. 11007

To: Dundee Board of Education
Edward Manuszak, Superintendent

From: David Todd, Maintenance Director

Date: July 8, 2019

Re: Carpet Replacement

The carpeting in several areas are worn and/or deteriorating. Seams and adhesive backings are separating from the subfloor. The carpet cannot be repaired or restretched due to the adhesive application. Carpet tiles will allow for quick and easy repairs if necessary.

The following areas are scheduled to receive new carpet tiles: High School Media Center, Elementary Media Center, and Middle School Rm 318.

The Middle School Media Center will receive new carpet tiles and laminate.

I am recommending our local contractor Dundee Carpets at a cost of \$39,484.98. Dundee Carpets has been providing our recent service calls and has done excellent work. I would like to continue supporting this local business. This amount would come from the capital improvements fund.

Quotes:

Ann Arbor Flooring	\$44,200.18
Victory Carpet	\$37,612.00
Dundee Carpets	\$39,484.98

Thank you for your consideration.

Thank you for calling Dundee Carpets

Dundee Carpets

13159 Dixon Road Dundee, MI 48131-9792
(734) 529-2080 (734) 915-8036

dundeecarpets@live.com

Estimate # 1268

Date 6/14/2019

Estimate

Customer		Job Site	
Name	Dundee Community Schools	Name	Dundee High School Media Center
Address	420 Ypsilanti Street	Address	130 Viking Dr.
City, State, Zip	Dundee, MI 48131	City, State, Zip	Dundee, MI 48131
Phone	(734) 529-2350 Fax (734) 529-5606	Phone	(734) 529-7008

Material			
Quantity	Description	Unit Price	TOTAL
472.00	Mohawk, Aladdin Authentic Format -- 589 Designing Point	\$ 24.71	\$ 11,663.12
	100% Solution Dyed Nylon Carpet Tile 8sq ft per box 59boxes		\$ -
	(High School Media Center)		\$ -
			\$ -
292.00	Burke tv -- 875 Navy Cove Base	\$ 0.69	\$ 201.48
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Labor				Customer to have area clear for installation.	
Quantity	Description	Unit Price	TOTAL		
472.00	Glue Direct Installation	\$ 5.49	\$ 2,591.28		
472.00	Take Up & Disposal	\$ 1.99	\$ 939.28		
292.00	Cove Base	\$ 0.99	\$ 289.08		
			\$ -		
			\$ -		
			\$ -		
			\$ -	Sub Total	\$ 11,864.60
			\$ -	Sales Tax	
			\$ -	Labor Total	\$ 3,819.64
			\$ -	Total	\$ 15,684.24

Deposit :

Payment:

Install Date: To be determined

Install Date:

WE ACCEPT THESE MAJOR CREDIT CARDS



Deposit

Balance

Payment

Balance

\$ -

GUARANTEE: We guarantee that we will install your new flooring professionally and according to the manufacturers specifications. Furthermore any defect of material or workmanship that occurs and is reported to us within one year of the date of installation will be corrected at no cost to the original purchaser, except when damage occurs due to accidents, misuse, negligence, or other causes not the responsibility of the manufacturer,retailer or installer, or consequential damages.

TERMS AND CONDITIONS: Cancelled orders of merchandise cut off rolls or special ordered are subject to a 30% restocking fee without prior approval. Cuts under 30 feet are not subject to cancellation. Please see reverse for additional terms and conditions.

I (We) accept the above Proposal and Contract for the same, subject to all the terms and conditions on this and the reverse side.

I (WE) ALSO AGREE TO PAY THE BALANCE DUE TO
 THE INSTALLER UPON COMPLETION OF THIS JOB.X

Thank you for calling Dundee Carpets

Dundee Carpets

13159 Dixon Road Dundee, MI 48131-9792
(734) 529-2080 (734) 915-8036

dundeecarpets@live.com

Estimate # 1272

Date 6/14/2019

Estimate

Customer		Job Site	
Name	Dundee Community Schools	Name	Dundee Middle School Media Center
Address	420 Ypsilanti Street	Address	420 Ypsilanti Street
City, State, Zip	Dundee, MI 48131	City, State, Zip	Dundee, MI 48131
Phone	(734) 529-2350 Fax (734) 529-5606	Phone	(734) 529-7046

Material		Unit Price	TOTAL
Quantity	Description		
688.18	Mohawk, Aladdin Barrali AH011 -- Hebe 659 2.5mm LVT (Middle School Media Center) 36.22sq ft per bx 19boxes	\$ 2.74	\$ 1,885.61
			\$ -
			\$ -
160.00	Mohawk, Aladdin Authentic Format -- 589 Designing Point 100% Solution Dyed Nylon Carpet Tile 8sq ft per box 20boxes (Middle School Media Center)	\$ 24.71	\$ 3,953.60
			\$ -
			\$ -
			\$ -
272.00	Burke tv -- To be determined Cove Base	\$ 0.69	\$ 187.68
			\$ -
60.00	Transitions	\$ 1.49	\$ 89.40
			\$ -
			\$ -

Labor				Customer to have area clear of furniture for installation.	
Quantity	Description	Unit Price	TOTAL		
688.18	LVT Installation	\$ 2.49	\$ 1,713.57		
630.00	Take Up & Disposal	\$ 0.22	\$ 138.60		
160.00	Glue Direct Installation	\$ 5.49	\$ 878.40		
160.00	Take Up & Disposal	\$ 1.99	\$ 318.40		
272.00	Cove Base	\$ 0.99	\$ 269.28		
			\$ -	Sub Total	\$ 6,116.29
			\$ -	Sales Tax	
			\$ -	Labor Total	\$ 3,318.25
			\$ -	Total	\$ 9,434.54

Deposit :

Payment:

Install Date: To be determined

Install Date:



Deposit	
Balance	
Payment	
Balance	\$ -

GUARANTEE: We guarantee that we will install your new flooring professionally and according to the manufacturers specifications. Furthermore any defect of material or workmanship that occurs and is reported to us within one year of the date of installation will be corrected at no cost to the original purchaser, except when damage occurs due to accidents, misuse, negligence, or other causes not the responsibility of the manufacturer, retailer or installer, or consequential damages.

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Thank you for calling Dundee Carpets

Thank you for calling Dundee Carpets



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Mission Statement: Dundee Community Schools is setting a course for student success.
We will challenge and inspire every student, every day, in every class through innovation and dedication - promoting knowledgeable, responsible, and caring citizens.

To: Mr. Manuszak

From: Amanda Plum

Date: June 24, 2019

Regarding: Middle School and High School ELA Curriculum Adoption

The attached quote is from McGraw Hill to purchase the curriculum materials for 6th - 11th grade ELA classes.

These materials were piloted over the entire 2018-2019 school year.

The quote includes digital licenses for students and teachers for 6 years (teacher editions are free materials), 2 printed copies of novels per student (teachers select the titles), as well as 2 full days of professional development at no charge.

Quote - \$110,805.03



Because learning changes everything.®

QUOTE PREPARED FOR:

Dundee Comm Schools
420 YPSILANTI STREET
DUNDEE, MI 48131
ACCOUNT NUMBER: 314845

CONTACT:

Amanda Plum
amanda.plum@dundee.k12.mi.us
(734) 529-7044

SUBSCRIPTION/DIGITAL CONTACT:

Amanda Plum
amanda.plum@dundee.k12.mi.us
(734) 529-7044

SALES REP INFORMATION:

Kevin Clark
kevin.clark@mheducation.com
248-423-0369

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Study Sync (6yr)	\$131,066.30	(\$25,537.70)	\$105,528.60
PRODUCT TOTAL*	\$131,066.30	(\$25,537.70)	\$105,528.60
ESTIMATED S&H**			\$5,276.43
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$110,805.03

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

--

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/27/2019
QUOTE NUMBER: KCLARK-06272019-002

ACCOUNT NAME: Dundee Comm Schools
ACCOUNT #: 314845

EXPIRATION DATE: 08/11/2019
PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Study Sync (6yr)					
<i>Student Bundles w/ 2 Novels - Print & Digital</i>					
STUDYSYNC ELA G6 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906751-7	110	\$152.94	\$0.00	\$16,823.40
STUDYSYNC ELA G6 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906751-7	20	\$152.94	\$3,058.80	*Free Materials
STUDYSYNC ELA G7 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906752-4	110	\$152.94	\$0.00	\$16,823.40
STUDYSYNC ELA G7 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906752-4	10	\$152.94	\$1,529.40	*Free Materials
STUDYSYNC ELA G8 SE W UNITS NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906753-1	110	\$152.94	\$0.00	\$16,823.40
STUDYSYNC ELA G8 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906753-1	10	\$152.94	\$1,529.40	*Free Materials
STUDYSYNC ELA G9 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906754-8	120	\$152.94	\$0.00	\$18,352.80
STUDYSYNC ELA G9 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906754-8	20	\$152.94	\$3,058.80	*Free Materials

R&W COMP/2 NOVEL)	978-0-07-906754-8	20	\$152.94	\$3,058.80	*Free Materials
STUDYSYNC ELA G10 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906755-5	120	\$152.94	\$0.00	\$18,352.80
STUDYSYNC ELA G10 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906755-5	20	\$152.94	\$3,058.80	*Free Materials
STUDYSYNC ELA G11 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906756-2	110	\$152.94	\$0.00	\$16,823.40
STUDYSYNC ELA G11 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906756-2	12	\$152.94	\$1,835.28	*Free Materials
STUDYSYNC ELA G12 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906722-7	10	\$152.94	\$0.00	\$1,529.40
STUDYSYNC ELA G12 SE UNITS 2 NOVELS 6YR BNDL(SE/UNITS R&W COMP/2 NOVEL)	978-0-07-906722-7	0	\$152.94	\$0.00	*Free Materials

Student Bundles w/ 2 Novels - Print & Digital Subtotal: \$14,070.48 \$105,528.60

<u>Teacher Materials</u>					
STUDYSYNC GRADE 6 TEACHER EDITION 4 VOLUME SET	978-0-07-896834-1	3	\$210.12	\$630.36	*Free Materials
STUDYSYNC GRADE 7 TEACHER EDITION 4 VOLUME SET	978-0-07-896835-8	3	\$210.12	\$630.36	*Free Materials
STUDYSYNC GRADE 8 TEACHER EDITION 4 VOLUME SET	978-0-07-896838-9	3	\$210.12	\$630.36	*Free Materials
STUDYSYNC GRADE 9 TEACHER EDITION 4 VOLUME SET	978-0-07-896839-6	3	\$210.12	\$630.36	*Free Materials
STUDYSYNC GRADE 10 TEACHER EDITION 4 VOLUME SET	978-0-07-896840-2	3	\$210.12	\$630.36	*Free Materials
STUDYSYNC GRADE 11 TEACHER EDITION 4 VOLUME SET	978-0-07-896843-3	3	\$210.12	\$630.36	*Free Materials

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/27/2019

ACCOUNT NAME: Dundee Comm Schools

EXPIRATION DATE: 08/11/2019

QUOTE NUMBER: KCLARK-06272019-002

ACCOUNT #: 314845

PAGE #: 2



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
STUDYSYNC GRADE 12 TEACHER EDITION 4 VOLUME SET	978-0-07-896844-0	1	\$210.12	\$210.12	*Free Materials
STUDYSYNC ELA ONLINE TEACHER 6 YEAR SUBSCRIPTION	978-0-07-900395-9	19	\$130.26	\$2,474.94	*Free Materials

STAFF DEVELOPMENT WORKSHOP	TRN2001	2	\$2,500.00	\$5,000.00	*Free Materials

Teacher Materials Subtotal: \$11,467.22 \$0.00

Study Sync (6yr) Subtotal: \$25,537.70 \$105,528.60

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McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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QUOTE NUMBER: KCLARK-06272019-002

ACCOUNT NAME: Dundee Comm Schools
ACCOUNT #: 314845

EXPIRATION DATE: 08/11/2019
PAGE #: 3



Because learning changes everything.®

QUOTE PREPARED FOR:

Dundee Comm Schools
420 YPSILANTI STREET
DUNDEE, MI 48131
ACCOUNT NUMBER: 314845

CONTACT:

Amanda Plum
amanda.plum@dundee.k12.mi.us
(734) 529-7044

VALUE OF ALL MATERIALS	\$131,066.30
FREE MATERIALS	(\$25,537.70)
PRODUCT TOTAL*	\$105,528.60
ESTIMATED SHIPPING & HANDLING**	\$5,276.43
ESTIMATED TAX**	TBD
GRAND TOTAL	\$110,805.03

SUBSCRIPTION/DIGITAL CONTACT:

Amanda Plum
amanda.plum@dundee.k12.mi.us
(734) 529-7044

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw-Hill School Education, LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has

thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

[ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting \[www.mheducation.com\]\(http://www.mheducation.com\) \(or \[www.mhecoast2coast.com\]\(http://www.mhecoast2coast.com\)\).](#)

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

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McGraw-Hill | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/27/2019

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QUOTE NUMBER: KCLARK-06272019-002

ACCOUNT #: 314845

PAGE #: 4



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Mission Statement: Dundee Community Schools is setting a course for student success. We will challenge and inspire every student, every day, in every class through innovation and dedication - promoting knowledgeable, responsible, and caring citizens.

Richard J. Seiler
Richard.seiler@dundee.k12.mi.us
Director of Technology

420 Ypsilanti Street
Dundee, MI 48131
Phone: 734-529-2350 Ext. 11006

memo

Dundee Community Schools

To: Edward Manuszak
From: Richard Seiler Technology Director
CC: Jenny Wilson and Sharon Ramirez
Date: July 1st, 2019
Re: Dundee Community Schools Website

Comments: Attached is the proposed contract from Foxbright for the hosting and overhaul of the district's website. This company has been used by other districts in Monroe county including: Ida, Summerfield, and the Monroe County Intermediate School District.

The first section is regarding the purchase of the template and a training for ADA Compliance reports. The set-up has a one-time fee. The second part includes the building of the website from our current website, which costs \$50.00 an hour, and is estimated to take 53 hours. This means that the final cost would be \$2,650.00 as a one-time fee. Next is the terms of service contract, a three-year option, with a price of \$2700.00 a year for three years. The other option is \$2300.00 a year for five years. The last one is a support contract, which is \$500.00 a year for the basic package, \$1200 for the middle package, and \$2000.00 for the premium package.

My suggestion would be to move forward with the purchase of the template, training, content conversion, and a five year service contract. This would create a website that is easier to navigate for staff, students, and parents. This will also bring us into ADA compliance and will allow for easy deployment of an online payment system.

**WEBSITE Design and Standard Web Hosting
Foxbright CMS for Schools Proposal for**

DUNDEE PUBLIC SCHOOLS

**RICHARD J. SEILER
TECHNOLOGY DIRECTOR**

Prepared on
June 28, 2019 by



161 Ottawa Ave. NW, Suite 114-M
Grand Rapids, MI 49503
TEL (616) 988-2400
FAX (616) 988-2405
www.foxbright.com

Contact: John Egyed
Director of Sales & Marketing
John@Foxbright.com

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Company Information

Foxbright Company Information					
Company Name	CordesTech, LLC			DBA: Foxbright	
Company Address	161 Ottawa Ave. NW Suite 114-M, Grand Rapids, MI 49503				
Contact Name	Paula Whisman	Phone	616-988-2400	Fax	616-988-2405
EIN Number	020662551				

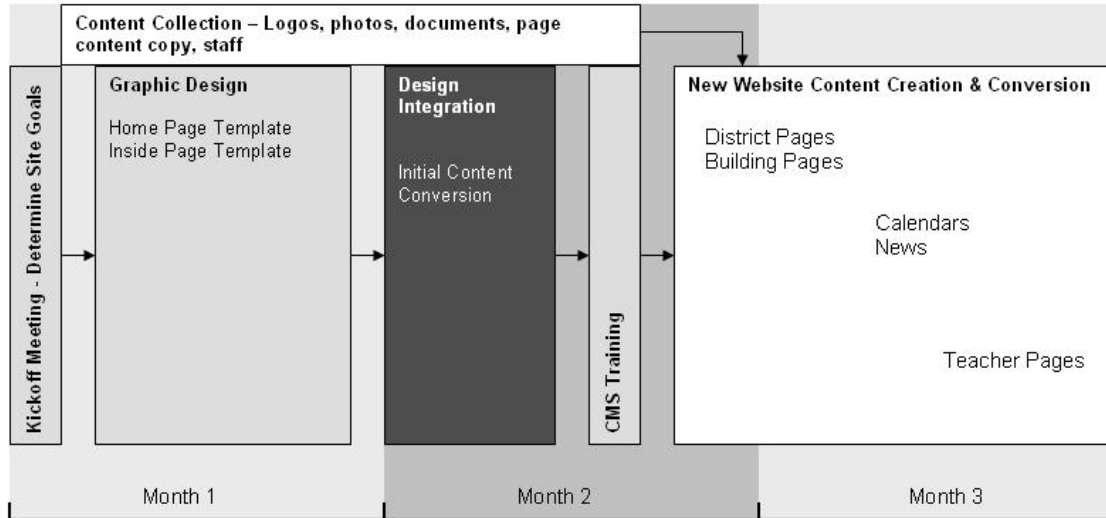
Foxbright has been in business for 13 years and has been providing web hosting services for the last 9 years to school organizations. Our company has 6 full time highly qualified programmers, project managers and support staff. Currently, we service over 150 school districts and educational organizations.

References

Foxbright References	
John Tavernier Supervisor of Instructional Technology TavernierJ@huronvalley.k12.mi.us 248-684-8169	Huron Valley Schools 2390 S. Milford Rd. Highland, MI 48357
Bryan Smith Database Analyst bsmith@inghamisd.org (517) 244-1243	Ingham Intermediate School District 2630 West Howell Road Mason, Michigan 48854
Allison Kaufman Director, Communications & Marketing allisonkaufman@kentisd.org (616) 365-2227	Kent Intermediate School District 2930 Knapp Street NE Grand Rapids, MI 49525
Michelle Ready Communications Supervisor mready@oaisd.org (877) 702-8600 ext. 4093 616-402-9841	Ottawa Area Intermediate School District 13565 Port Sheldon St. Holland, MI 49424
Judy L. Evola, APR Director, Community Relations & Marketing JudyEvola@wlcsd.org 248-956-2017	Walled Lake Consolidated School District 850 Ladd Road, Building D. Walled Lake, MI 48390
Richard Webb Director of Technology rwebb@fremont.net (231) 924-8191	Fremont Public Schools 450 E. Pine Fremont, MI 49412

PROJECT MANAGEMENT

Foxbright follows a strict methodology to ensure project success. Every project is assigned a primary project manager. This individual is responsible for keeping you up to date on the status of project – both where we are and where you are. The project manager works with you to make sure you have a clear understanding at all times regarding who should be doing what and by when. A typical implementation will take about 3 months. This time frame will be longer if additional design and/or content conversion is required.



Foxbright CMS Support Plus

Your Foxbright CMS Support is unlimited and can be used by any Hazel Park staff member. Foxbright prides itself on its customer service and response time. We call it *Support Plus* because in addition to technical assistance we encourage staff to contact us for a quick consult if they are having trouble deciding on where to place content, how to best display photos or videos, etc.

Any of your staff can call or email the help desk for immediate assistance. Our goal is to respond to all support tickets within 1 hour of receipt, but it is usually immediate or within 30 minutes. Foxbright provides an emergency ticketing system for after-hours support for critical issues.

We also provide access to a searchable documentation help desk that includes user guides and video tutorials.

Foxbright CMS

Standard Features

Foxbright's Content Management System (CMS) allows the people who create the content—staff, administrators, classroom teachers, and others—the ability to quickly and easily update information specific to their areas of responsibility from any computer with internet access. At the same time, consistency of presentation is enforced – making sure that the visitor experience is consistent regardless of who is entering the content. The following details the capabilities of the Foxbright CMS system being proposed:



Engaging and Dynamic Website Design

- Website design that provides a dynamic, engaging home page design and building pages with the ability to support, rotating images, featured news, upcoming events or other dynamic information.
- Intuitive navigation scheme that highlights the visitor's location and provides easy access to frequently used sections

Responsive Design

- Responsive website design so website is tablet and mobile friendly
- Content can be easily updated from mobile or tablet device



Menu / Navigation Control

- Control Menu to display or remove a page from any menu
- Allows any page to be added or removed to predefined navigational menu
- Main Navigation, Schools Menu, Quick Links, etc.



Easy to Manage Website Pages, Images and Documents

- Our content editor is truly user friendly. What You See Is What You Get (WYSIWYG) - No technical knowledge (HTML) necessary
- All content automatically formats to your design for a clean professional presentation
- Easily add new pages, edit or delete existing pages
- Add photos, video and other multimedia to your pages
- Upload and link to documents in 1 easy step
- Preview page content changes before publishing
- Publish pages after content is ready (allowing page editing to span more than 1 session)
- Unlimited Content Blocks - easily organize and move page content
- Expandable Content Blocks - user chooses to "expand/open" heading to view the content in heading section
- Hide / Show Pages - allows seasonal pages to be maintained and hidden when not applicable
- Restore Page to current publish state (undo any changes not yet published)



Calendars and Events & Google Calendar Integration

- Add and Edit Events and share events
- Parent Calendar View (select district and building calendars to view together)
- Event Description supports links to documents, embedded maps, etc.
- Present multiple calendars together (e.g. School Calendar + District Calendar)
- iCAL / ICS enabled so anyone can subscribe to your school calendars
- Foxbright works with Google, Office 365, Schedule Star or any calendaring system that supports calendar subscriptions



News & Announcements, Social Media

- Push articles to Facebook & Twitter, RSS Enabled
- Easily add Facebook and/or Twitter posts to your website
- Home Page Alerts - great for school closings or other scheduling changes
- Date Driven with Auto Archive feature
- Featured News - draw special attention to news articles on your home page



Staff Directory and Teacher Pages

- Searchable Staff Directory by name, building, department and position
- Customizable Staff Listings for Building or Department specific directory
- Auto link staff to teacher pages from Staff Directory
- Unlimited Teacher Pages - includes calendars, photo galleries, documents, newsletters, etc.



Photo Gallery

- Rotating Photo Banners on District and Building Pages
- Inline Photo slideshows and galleries
- Unlimited number of photos
- Optional Photo Title and Description shown with each photo



Spotlights / Points of Pride

- Visually highlight School Activities, Events, Accomplishments
- Graphical Quick Links Menu
- No limit on number of spotlights, auto rotate on page and option to view all



Custom On-line Forms

- Easily create custom forms for your website - drag & drop controls to build form
- Email notification (by form) when submitted with Confirmation Email Notification option
- View and option to edit submitted form data
- File Attachments Export form information to CSV/Excel



Advanced Features

- Full Site Search that searches page content and keywords, Integration with Google Search option
- Support Meta Tags and descriptions for each page
- Advanced Script Integration: can include web-services or robust JavaScript on pages of the site
- Dynamically generated Site Map
- LDAP Integration for Authentication
- Integration with Google Analytics for complete website statistics
- Integration with Google Translator for Language selection and translation



ADA Compliance (Accessibility)

- The Foxbright CMS conforms to, at minimum, Section 508 of the Rehabilitation Act of 1973 as amended in 1998.
- The Foxbright CMS conforms to the Web Content Accessibility Guidelines (“WCAG”) 2.0 AA, published by the Web Accessibility Initiative of the World Wide Web Consortium (“W3C”).
- Client is responsible for any content and/or documents posted on the website to ensure ADA / Accessibility Compliance.

Optional Features & Services

Password Protected Pages



Password Protected Pages

- Secured (SSL) Password Protected Pages – requires site visitor to login to view content.
Safely add sensitive content and control who has access to the content.
- Create as many password-protected areas in your website as you need.
- Total control – Make any page secure, no matter where it is in your site
- Custom log-in page – Each secure area in your site can have its own log-in page.
- Groups/User Management – Define your own groups and assign users to 1 or more of these groups. Assign access to website pages by groups.
- Cost
 - 1-time Setup: \$200
 - Annual Support/Maintenance: \$150

Website Content Conversion



Website Content Conversion

- Includes Data Migration and mapping of district and building content to fit new design and navigation
- Rework of content presentation/organization to make best use of website page layout and to follow WCAG 2.0 Level AA guidelines
- Client is responsible for creating accessible documents posted on website
 - Foxbright will provide a list of non-accessible documents
- Client is responsible for adding transcripts (video and audio) and captions (video only)
- Does not include teacher pages
- \$50/hour - please ask for estimate if interested in services

Website Program/Building Themes



Website Design Themes

- Additional Themes (note additional logo work will be quoted separately)
- Apply building or program colors and logos to district page layouts
- Provides each school building or program individual look while maintaining consistent page layout
- Cost: \$200 / theme

User Administration

The system will support 4 types of web site users: Staff, Content Authors, Content Authors / Publishers and System Administrators

Staff

- Login with a unique user ID and password required (LDAP enabled)
- Able to add/edit/delete content for assigned area
 - Create teacher website pages from site page layouts that are dynamically added to teacher website navigation
 - WYSIWYG (What You See Is What You Get) editor with no special knowledge of HTML required
 - Use standard browse functionality to upload images (automatically resized) and files
- Able to manage classroom calendars & newsletters

Content Authors/Editors

- Login with a unique user ID and password required (LDAP enabled)
- Able to add/edit/delete content for assigned area of district and/or building pages
 - Create new pages from site page layouts that are dynamically added to navigation
 - WYSIWYG editor with no special knowledge of HTML required
 - Use standard browse functionality to upload images (automatically resized) and files
- May Add/Edit/Delete pages and Calendar, Staff or News information if permissions are assigned

- Able to mark pages ready for publication, notifying Content Publisher(s) which pages are ready for review

Content Authors / Publisher

- All features of Content Authors, plus
- Able to add/edit/delete pages for assigned area of district and/or building pages
- Able to Publish pages for assigned area

Website Administrators

- Login with a unique user id and password required
- Has complete access to all content and functions
- Creates and defines access levels (which features and pages users have access to) for all user accounts

Training and Support

Foxbright provides training for the CMS system as part of the setup costs. In addition, Foxbright has an on-line help desk with user guides, video tutorials and other helpful materials. Foxbright provides both phone and e-mail support for all of our clients during normal business hours. After-hours support is provided via the on-line help desk.

Technology

The Foxbright CMS server uses Microsoft .NET 4, C# and MS SQL Server 2008. The Foxbright data center is procured through Rackspace to provide our clients:

- Multiple Redundant internet backbone connections – 100% network uptime
- 24x7 onsite support of server
- 1-hour hardware replacement in case of catastrophic hardware failure
- Fully redundant and generator backed up power system
- Managed backups to protect your data

Compatibility

The Foxbright CMS for Schools does not require a downloadable editor plug-in and there are no additional fees to use our system for MAC OSX. The Foxbright CMS works with all major browsers: MS Edge, Chrome, Firefox, and Safari.

Website ADA Compliance Services (Optional)

Monthly ADA Compliance Reports

- ADA Compliance testing software will be used to check for:
 - Accessibility
 - WCAG 2.1 – 300+ tests covering A, AA and AAA guidelines
 - Section 508 - 59 tests covering 15 guidelines
 - PDF documents for broken links, untagged content and missing ALT text
 - Office documents for broken links
 - Note: Not all accessibility issues can be identified with automated testing.
 - Broken Links - check for broken links
 - Spelling – check for spelling errors
 - Compatibility - check for HTML, script and image formats that don't work in common browsers
- Client will receive monthly reports via email
- Training on how to use and view reports is included with setup fees.
- Client can contact Foxbright at any time with questions

ADA Compliance Issue Cleanup Services

- Foxbright will scan and fix ADA Compliance errors for you.
- Foxbright will provide monthly reports of work completed.
- Option is available in Silver and Gold level subscriptions or can be purchased in 5 hour blocks.

ADA Compliance Training

- Foxbright will train staff on how to maintain compliant content
 - Proper use of headings to outline content
 - Alt-Text and Link Text requirements
 - Table, Audio & Video requirements
 - How-to create compliant documents uploaded to website

Budget & Pricing Proposal is valid for 60 days.

Design, Setup & Training 1-time fees

Foxbright Website Design & Setup Options		Setup Fees
☒	Essential Template Design (See Appendix C) - Home, Landing and Inside page templates updated with school logo and color scheme - Mobile and Tablet Friendly Navigation and Display - Includes 2-hour Webinar Training - Design is WCAG 2.0 Level AA Compliant	\$950 (1-time fee)
☒	ADA Compliance Reports Setup & Training	\$350

Total Setup Fees: \$ 1,300

Content Conversion Fees (Optional)

Foxbright Website Content Conversion		
☐	District and Building Website Pages - Migration includes restructuring content and navigation for best presentation - Does not include Teacher Pages \$50 per hour, our estimate is 53 hours - You may choose to buy a block of hours to have Foxbright staff assist you.	\$2,650 Media Center add \$250

Website Annual Hosting, Maintenance & Support

3-Year Term (Fees are shown and billed annually)

Annual Maintenance, Support & Hosting		#Students/ Buildings	Charges
☐	CMS Maintenance, Support & Hosting - Phone and Email Support - Periodic Software Upgrades - Unlimited District, Building and Teacher Pages - Unlimited Disk Space & Transfer Rate - SSL Certificate and Installation	3/1,600	\$2,700

Total Annual Fees: \$

5-Year Term (Fees are shown and billed annually)

Annual Maintenance, Support & Hosting		#Students/ Buildings	Charges
☐	CMS Maintenance, Support & Hosting - Phone and Email Support - Periodic Software Upgrades - Unlimited District, Building and Teacher Pages - Unlimited Disk Space & Transfer Rate - SSL Certificate and Installation	3/1,600	\$2,300 A \$ 2,000 savings

ADA Compliance Report Subscription

Annual Report & Support Fees		Annual Fee
☒	Bronze Service Subscription - The subscription will run for 12 months from date of purchase. - Reports will be provided Monthly - Phone/Email support for ADA Compliance issues/questions	\$500
☐	Silver Service Subscription - The subscription will run for 12 months from date of purchase. - Reports will be provided Monthly - Phone/Email support for ADA Compliance issues/questions 12 hours of services are included (1-hour per month)	\$1,200
☐	Gold Service Subscription - The subscription will run for 12 months from date of purchase. - Reports will be provided Monthly - Phone/Email support for ADA Compliance issues/questions 24 hours of services are included (1-hour per month)	\$2,000



Dundee Community Schools

Vision Statement: "Students First" – Inspire, Educate, Innovate, Celebrate

Mission Statement: Dundee Community Schools is setting a course for student success. We will challenge and inspire every student, every day, in every class through innovation and dedication - promoting knowledgeable, responsible, and caring citizens.

David Todd
david.todd@dundee.k12.mi.us
Maintenance Director

420 Ypsilanti Street
Dundee, MI 48131
Phone: 734-529-2350 Ext. 11007

To: Dundee Board of Education
Edward Manuszak, Superintendent

From: David Todd, Maintenance Director

Date: July 8, 2019

Re: Middle School Pool Repairs

The Middle School pool requires acid washing due to extensive staining, complete surface regrouting and new code compliant drain covers. These are typical repairs that are addressed when draining the pool.

Aquatic Source and Clearwater did not provide all of the requested details in their quotes as noted below.

I am recommending B&B Pool Service and Supply at a cost of \$22,500. This amount would be covered by the capital improvements fund.

Quotes:

B&B Pool Service & Supply	\$22,500
Aquatic Source	\$7,852.80 (+ \$2.25 sq/ft for grout and \$24/gal for acid)
Clearwater	\$25,600 (grates not included as requested)

Thank you for your consideration.



B&B POOL SERVICE & SUPPLY CO.
31071 INDUSTRIAL
LIVONIA, MICHIGAN 48150
734-427-3242 x 206
734-427-3235 – FAX
e-mail: Dane@BandBPools.com

June 12, 2019

Dundee Community Schools
420 Ypsilanti Street
Dundee, MI 48131

RE: Misc work at the Middle school

Dear Mr. Todd,

Thank you for this opportunity to offer our quotation on the work on the Middle School Pool.

Please review the following recommendations for the scope of the work and our price quotations.

SCOPE OF WORK PROPOSED:

Option A:

1. Clean the interior surface of the pool with Acid Magic.
2. Supply and installation of Two (2) Lawson Aquatics 12 x 12 Frame and Grates on the existing Main Drains.

Total cost = \$5,700.00

Option B:

1. Clean the interior surface of the pool with Acid Magic.
2. Supply and installation of Two (2) Lawson Aquatics 12 x 12 Frame and Grates on the existing Main Drains.
3. Grout the interior surface of the pool and gutter with white Non-Sanded Grout.

Total cost = \$22,500.00

Excluded:

1. Tile repairs (if required)
2. Electrical bonding (if required)
3. Permits (if required).
4. Prevailing Wages.
5. Shift work and weekends.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

Total cost \$ Per selection

The payment terms are: 50% Deposit / 50% Upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized 
Signature _____

Date: June 12, 2019

Dane Frederiksen / Vice President

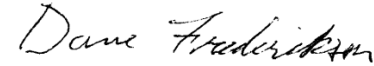
Note: This proposal may be withdrawn by us if not accepted within **30** days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Please sign and return one copy of this proposal, retain the other copy for your records.

Sincerely,



Dane Frederiksen
Vice President
B & B Pools and Spas



Dundee Community Schools

Vision Statement: "Students First" – Inspire, Educate, Innovate, Celebrate

Mission Statement: Dundee Community Schools is setting a course for student success. We will challenge and inspire every student, every day, in every class through innovation and dedication - promoting knowledgeable, responsible, and caring citizens.

David Todd
david.todd@dundee.k12.mi.us
Maintenance Director

420 Ypsilanti Street
Dundee, MI 48131
Phone: 734-529-2350 Ext. 11007

To: Dundee Board of Education
Edward Manuszak, Superintendent

From: David Todd, Maintenance Director

Date: July 8, 2019

Re: High School Site Survey

On our behalf, IDI requested quotes for an updated site survey of the High School in preparation for the upcoming paving of the parking lots, field work (drainage tie-in), and potential future projects such as the football field relocation and fine arts wing.

I am recommending Wade Trim at a cost of \$14,600.00 this amount would be covered by the bond.

IDI Solicited Quotes:

Wade Trim	\$14,600
Spicer Group	\$18,500
David Arthur Consultants	\$19,560

Thank you for your consideration.



Wade Trim, Inc.

555 S. Saginaw Street, Suite 201 • Flint, MI 48502
810.235.2555 • www.wadetrim.com

June 26, 2019

IDI Architecture Engineering Consulting
1021 West Baraga Avenue
Marquette, MI 49855

Attention: Mr. Brian Kudej, PE

Re: Proposal for Professional Surveying Services
Dundee High Schools
Site Topographic Survey
130 Viking Drive
Dundee, Michigan

Dear Mr. Kudej:

At your request, we have prepared this proposal to provide professional surveying services for a site topographic survey at Dundee High School located in Dundee, Michigan. The survey is being requested for design purposes for repair and resurfacing of the parking lots, improving drainage around the school and inside the courtyard, extending utilities for future construction, and to assist with the design of new buildings and sports fields. This proposal is written based on the information provided in your Request for Proposal (RFP) dated June 11, 2019.

The topographic survey will be conducted under the supervision of Professional Surveyors licensed by the State of Michigan. We will provide a topographic survey of the highlighted areas at the site referenced in the RFP to include floor elevations at each doorway, storm and sanitary sewer structures including rims and invert elevations, fence lines, buildings, tree lines and/or individual trees with size type, light and power poles, utility features, edges of pavement, centerline of any road or drive, curbs, flow lines, and ground shots at 50-foot intervals or as necessary to depict ground elevation changes. Onsite storm sewer, sanitary sewer, and water main will be located, and outlets will be located if they fall outside of the survey limits. Survey information will also be obtained inside the courtyard area of the school. A minimum of three control points and two benchmarks will be established in the project area.

Wade Trim will perform the topographic survey on NAD83 state plane horizontal coordinates and NAVD88 (GPS derived) vertical datum. The map will include, but is not limited to, rights-of-way, approximate school property boundaries, pavement types, all survey control points, benchmark data, and line work of all onsite features including all utilities such as storm sewer, sanitary sewer, and water main which will include pipe sizes, material (if available), and flow direction.

Owner Requirements

1. Provide site access to the property to be surveyed, including the courtyard area.
2. Wade Trim requests that the Owner provide locations for control points which have the least risk of being tampered with or destroyed during the construction phase, if known.

Assumptions

1. Delivery of one hard copy of the topographic survey and an AutoCAD drawing of the survey, together with the survey data used to create the drawing.
2. Underground utility locations will be requested by Miss Dig, the Owner, or the local municipality prior to the survey.
3. Notice to proceed for the field survey will be within seven business days of proposal submittal.
4. No training or special certifications are required to perform the survey.
5. The project site is accessible, no standing water, etc.
6. Existing site control is accessible and in good standing order, as well as check measurements between control are within an assumed tolerance of 0.05 foot horizontally and 0.03 foot vertically.
7. Our fee assumes work will be completed in 2019, prior to snowfall and/or other winter conditions.

Exclusions

1. Changes in the Scope of Services.
2. Additional surveying services other than what has been discussed above.
3. Preparing a boundary survey.
4. Preparing an ALTA/ACSM Land Title Survey.
5. Easement preparation of new or proposed easements.
6. Topographic survey outside of defined project limits above except utility outlets.
7. All site irrigation and sprinklers.
8. Any meeting attendance.

We will provide these services for a Lump Sum Fee of **\$14,600** in accordance with our 2019 Industrial, Commercial & Energy Rate Schedule. We propose to complete the services outlined above within 15 days after receiving the Notice to Proceed. Wade Trim will provide one hard copy of the topographic survey and a copy of the AutoCAD drawing, along with the survey data used to create the drawing of the project area.

Invoicing Procedures

All effort and cost will be invoiced monthly. Payment of invoices is expected within 30 days. Any disputes in the invoice amount will immediately be brought to the attention of Wade Trim. We reserve the right to stop work when accounts receivable exceeds 60 days. All deliverables are the property of Wade Trim until payment obligations are met.

Professional Services Agreement

Please find enclosed a Professional Services Agreement for this project. If this proposal meets with your approval, please sign, date, and return a copy of the Agreement to our office. Our receipt of the executed Agreement will serve as our Notice to Proceed with the project.

We look forward to assisting you on this project. If you have any questions or require additional information, please contact Scott Bliss (810.235.2555) in our Survey Department.

Very truly yours,

Wade Trim, Inc.



Scott R. Bliss, PS
Professional Surveyor



Nicholas L. Grim
Vice President/Survey Practice Lead

SRB:NLG:jlb
AAA 1000.19F
20190626_KUDEJ-LTR.DOCX
Enclosure



**Professional Services Agreement for
Land Development Services
(Short Form)**

Agreement for Land Development Services

To engage the Services of Wade Trim, Inc. as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Professional Surveying Services, Dundee High Schools, Site Topographic Survey, Dundee, Michigan between IDI Architecture Engineering Consulting of 1021 West Baraga Avenue, Marquette, Michigan 49855, hereinafter called "Owner," and Wade Trim, Inc., 555 South Saginaw Street, Suite 201, Flint, Michigan 48502, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

As outlined in Wade Trim's proposal letter dated June 26, 2019.

B. Owner agrees to pay Professional as compensation for his services as follows:

Lump Sum Fee of **\$14,600**.

C. Owner agrees to establish an allowance of **\$N/A** for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

As outlined in Wade Trim's proposal letter dated June 26, 2019.

F. Deposit of **\$0** to be applied to last payment due. Deposit to be included when Owner returns signed contract.

Owner:

Professional:

By: Brian Kudej, PE Edward Manuszak
(Print Name)

By: Nicholas L. Grim
(Print Name)

Title: Dundee Community Schools Superintendent

Title: Vice President/Survey Practice Lead

Date Signed: _____

Date Signed: _____

Witness: _____

Witness: _____

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services

performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred.

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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Key:	not started/timeline for completion				in process		complete		behind	
	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5	
	Nov. 2017	Jun. 2018	Nov. 2018	Jun. 2019	Nov. 2019	Jun.2020	Nov. 2020	Jun.2021	Nov.2021	Jun.2022
	Action Point 6: Develop a plan for the MS Track.									
Focus	behind									
Area:	Action Point 7: Develop long range plans for the additional acreage that district owns.									
Facilities	behind									
Page 5	Goal 4: DCS will work to investigate opportunities to reduce facilities operating costs and allow for more efficiency.									
	Objective 4.1.: To reduce cost by building while maintaining the integrating of the facilities within DCS.									
	Strategy 4.1.1.: Begin exploring ways to "think outside the box" and put these ideas into a workable and doable plan for the district.									
	Action Point 1: Lighting audit to be conducted.									
	Action Point 2: Cost savings for custodial supplies.									
	complete									
	Action Point 3: Explore green utility possibilities.									
	Action Pont 4: Review Contracts and Services for efficiencies.									
	process									
	Action Point 5: Conduct site visits to other districts who are implementing practices with cost savings.									
	Action Point 6: Check into more consortium possibilities.									
	Action Point 7: Contract to conduct a facilities/tech audit.									
	Action Point 8: Conduct district wide inventory and conduct sale.									
	Action Point 9: Explore corporate sponsorships and partnerships.									
	Objective 4.2.: To conduct a district wide Energy Audit.									
	Strategy 4.2.1.: The district will contract with a company to conduct a thorough energy audit that will include investigating ways to save money while helping the environment.									
	Action Point 1: Complete an energy audit.									
	process									

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	Key: not started/timeline for completion				in process		complete		behind		
	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		
	Nov. 2017	Jun. 2018	Nov. 2018	Jun. 2019	Nov. 2019	Jun.2020	Nov. 2020	Jun.2021	Nov.2021	Jun.2022	
Area: Curr. Page 1	Objective 1.1.: Develop a written curriculum K-12 that meets established expectations.										
	Strategy 1.1.1.: The District shall pull together a team to work on Math.										
	Action Point 1: Develop scope and sequence for every course/class in every grade level										
	in process		complete								
	Action Point 2: Develop curriculum maps for every course/class in every grade level										
	in process		complete								
	Action Point 3: Purchase materials to effectively teach the written curriculum										
	complete										
	Action Point 4: Ensure consistency and continuity of curriculum (vertical and horizontal alignment)										
	in process		complete								
	Strategy 1.1.2.: The District shall pull together a team to work on Science.										
	Action Point 1: Develop scope and sequence for every course/class in every grade level										
	in process										
	Action Point 2: Develop curriculum maps for every course/class in every grade level										
	in process										
	Action Point 3: Purchase materials to effectively teach the written curriculum										
	in process										
	Action Point 4: Ensure consistency and continuity of curriculum (vertical and horizontal alignment)										
	in process										
	Strategy 1.1.3.: The District shall pull together a team to work on English Language Arts.										
Action Point 1: Develop scope and sequence for every course/class in every grade level											
in process											
Action Point 2: Develop curriculum maps for every course/class in every grade level											
in process											
Action Point 3: Purchase materials to effectively teach the written curriculum											
in process		complete									
Action Point 4: Ensure consistency and continuity of curriculum (vertical and horizontal alignment)											
in process											
Strategy 1.1.4.: The District shall pull together a team to work on Social Studies.											
Action Point 1: Develop scope and sequence for every course/class in every grade level											
in process											
Action Point 2: Develop curriculum maps for every course/class in every grade level											
in process											
Action Point 3: Purchase materials to effectively teach the written curriculum											
in process				not started/timeline for completion							
Action Point 4: Ensure consistency and continuity of curriculum (vertical and horizontal alignment)											
in process				not started/timeline for completion							
Strategy 1.1.5.: The District shall pull together a team to work on Special Areas and World Languages.											
Action Point 1: Develop scope and sequence for every course/class in every grade level											
in process											
Action Point 2: Develop curriculum maps for every course/class in every grade level											
in process											

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Key:	not started/timeline for completion				in process		complete		behind	
	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5	
	Nov. 2017	Jun. 2018	Nov. 2018	Jun. 2019	Nov. 2019	Jun. 2020	Nov. 2020	Jun. 2021	Nov. 2021	Jun. 2022
	Action Point 1: Establish a recurring and ongoing curriculum budgetary line item									
Focus	complete	complete	complete	complete						
Area:	Action Point 2: Meet with Curriculum committee to review necessary expenditure									
Finance	complete	complete	complete	in process						
Page 2	Goal 3: Maintain competitive salaries and recognize personal sacrifices of time and resources of our staff.									
	Objective 3.1.: Staying within the budget parameters while attracting and retaining quality administration and staff									
	Strategy 3.1.1.: Identify attainable goals and rewards for all employees									
	Action Point 1: Build upon recognition to provide incentive for attending continuing education and or training.									
	complete	complete	complete	complete						
	Action Point 2: Recognize employee of the month that will be recognized at the board meeting and included in the quarterly newsletter									
	complete	complete	complete	complete						
	Goal 4: Maintain safe, clean, and attractive facilities and equipment.									
	Objective 4.1: Attractive and safe facilities and equipment									
	Strategy 4.1.1: Identify areas for continuing improvement of maintenance and repair									
	Action Point 1: Development of replacement / repairs schedule for applicable areas.									
	complete	complete	complete	in process						
	Action Point 2: Transportation Fleet will have a maintenance program tracking repairs for each bus within the fleet									
	complete	complete	complete	in process						
	Action Point 3: Open communications between CFO and the facilities committee for necessary repairs and									
	complete	complete	complete	complete						
	Action Point 4: Maintenance Supervisor to determine whether to replace lifts or rent to reach higher levels									
	Action Point 5: Purchase a replacement truck for the blue maintenance truck									
	Action Point 6: Maintain a bus replacement schedule									
	complete	complete	complete	complete						
	Action Point 7: A process will be developed by the Finance Sub-Committee to identify ways to make efficiencies occur between departments.									
	complete	complete	complete	in process						