



Regular Meeting

April 22, 2019

Electronic Packet

LINCOLN CONSOLIDATED SCHOOLS
Ypsilanti, Michigan
BOARD OF EDUCATION MEETING
April 22, 2019
6:00 p.m.
Lincoln High School-West End Media Center

AGENDA

- 1.0 CALL TO ORDER**
- 2.0 ROLL CALL**
- 3.0 ESTABLISHMENT OF QUORUM**
- 4.0 PLEDGE TO FLAG**
- 5.0 ACCEPTANCE OF AGENDA**
- 6.0 PRESENTATIONS**
 - 6.1 Dollars for Scholars
 - 6.2 WEOC
- 7.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE**
 - 7.1 Superintendent's Report
- 8.0 PUBLIC COMMENT**
- 9.0 BOARD REPORTS/CORRESPONDENCE**
 - 9.1 Board Executive Committee Report
 - 9.2 Board Performance Committee Report
 - 9.3 Board Planning Committee Report
 - 9.4 Board Finance Committee Report
 - 9.5 Reports and Correspondence
- 10.0 NEW BUSINESS**
 - 10.1 Childs Pals Student Trip
 - 10.2 Middle School Band Trip
 - 10.3 Board Policy Revision
 - 10.4 Transportation
 - 10.5 Vans

10.6 Band Uniforms

10.7 Renaming of Central Office Conference Room

11.0 OLD BUSINESS

11.1 Minutes of Previous Meeting

11.1.1 Board Meeting April 8, 2019

11.1.2 Closed Session April 8, 2019

11.2 Audit

11.3 Enviro-Clean Contract

11.4 2018-2019 Budget Amendment

11.5 Tenure and Continuing Probation Recommendation

11.6 WISD Registered Nurse Contract

11.7 Personnel Transactions

12.0 CLOSED SESSION

12.1 Negotiations

13.0 ADJOURNMENT

TO: Board of Education

FROM: Sean R. McNatt, Superintendent

DATE: April 17, 2019

**SUBJECT: Board of Education Meeting
April 8, 2019
6:00 p.m.
Media Center-High School**

AGENDA/EXPLANATORY NOTES

1.0 CALL TO ORDER

2.0 ROLL CALL

3.0 ESTABLISHMENT OF QUORUM

4.0 PLEDGE TO FLAG

5.0 ACCEPTANCE OF AGENDA

6.0 PRESENTATIONS

6.1 Dollars for Scholars

6.2 WEOC

7.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE

7.1 Superintendent's Report

8.0 PUBLIC COMMENT

9.0 BOARD REPORTS/CORRESPONDENCE

9.1 Board Executive Committee Report

9.2 Board Performance Committee Report

9.3 Board Planning Committee Report

9.4 Board Finance Committee Report

9.5 Reports and Correspondence

10.0 NEW BUSINESS

10.1 Childs Pals Student Trip

A purposed trip for students from Childs Elementary PALS group to attend a MudHens game as a group in Toledo. This trip will reinforce the program's goals of having students with special needs work together and develop relationships with their general education peers. This is being presented for information only; Board action will be requested at a subsequent meeting.

- 10.2 Middle School Band Trip
The purposed trip for students from the Middle School Band and Choir to attend Cedar Point in Sandusky, Ohio. This is a reward trip for students completing a successful year in 7th and 8th grade band or choir. This is being presented for information only; Board action will be requested at a subsequent meeting.
- 10.3 Board Policy Revision
Attached is Vol. 33 No. 2, for your reference. This is being presented for information only; Board action will be requested at a subsequent meeting.
- 10.4 Transportation
Based on the difficulty the school district continues to experience with the shortage of available bus drivers and the strain it has placed on our families, we are faced with tough decisions on the viability of student transportation moving forward. The district has unsuccessfully been able to recruit and retain the necessary staffing to provide reliable student transportation and therefore, it is recommended that the district outsource student transportation starting with the 2019-20 school year. A Request for Proposal RFP is to be prepared for the purpose of outsourcing the district student transportation services and to include staffing of the department administration and bus drivers. The RFP will not include the mechanic positions or the sale of the bus fleet. This is being presented for information only; Board action will be requested at a subsequent meeting.
- 10.5 Vans
The District wants to purchase 2 vans to help with transportation of students to school events. The vans do not require the driver to have a Commercial Driver's License that is needed for larger vehicles. These are 10 passenger vans, including the driver. The cost for these vans on MiDeal is \$28,100, for a total cost of \$56,200. Gene Butman Ford total price for the two vans quoted was \$58, 598.24. Butman is a local dealer and has donated approximately \$40,000 to the District. The District expects to have funds available related to the utility savings from the energy project that would cover the cost of these vehicles. This is being presented for information only; Board action will be requested at a subsequent meeting.
- 10.6 Band Uniforms
The Band Boosters have raised nearly \$40,000.00 and through vendor donations the Superintendent has secured \$27,500.00 toward the purchase of new band uniforms. In order to have the uniforms in time for the 2019-2020 school year they need to be ordered timely and the band needs an additional \$50,000.00 towards the purchase price. Board action is requested.
- RECOMMENDED MOTION: I move that we approve the purchase of new band uniforms for the Lincoln High School Band as presented.**
- 10.7 Renaming of Central Office Conference Room
The Planning Committee has reviewed Board Policy 7250 and in accordance with the policy and with the recommendation of the Superintendent, recommend naming the Central Office Conference Room; Marvin S. Pittman Conference Room. This is being presented for information only; Board action will be requested at a subsequent meeting.

11.0 OLD BUSINESS

- 11.1 Minutes of Previous Meeting
11.1.1 Board Meeting April 8, 2019
11.1.2 Closed Session April 8, 2019

RECOMMENDED MOTION: I move that we approve the minutes of the April 8, 2019, Regular Meeting and Closed Session as presented.

11.2 Audit

Lewis and Knopf have prepared the District audit for the last five years and the experience has been positive. Lewis and Knopf have provided an agreement for a 1 and 3 year extension to continue with their services. Board action is requested.

RECOMMENDED MOTION: I move that we approve the three-year contract extension with Lewis and Knopf to continue with their audit services as presented.

11.3 Enviro-Clean Contract

It is the recommendation to extend the current contract for custodial services with Enviro-Clean for the upcoming 2019-2020 & 2020-2021 school years.

The recommendation is based upon the following factors:

- Enviro-Cleans cleaning and customer service has dramatically improved over the last two years.
- Through much collaborative conversation between Lincoln Schools and Enviro-Clean we have come up with a cost-effective approach to provide a pay/merit increase to their staff, while keeping the costs to the district to a minimum over a two-year period.
- The district will be going through major changes over the next 2 years with renovations and modifications throughout the school district for the Bond, therefore, having a stable and reliable custodial vendor will be imperative in the success of improvements.

It is for the reasons stated above regarding the attached documentation provided by Enviro-Clean that I recommend the Lincoln Consolidated School Board to accept the contract extension to Enviro-Clean for custodial services from July 2019 through June 30, 2021. Board action is requested

RECOMMENDED MOTION: I move that we approve the Enviro-Clean Contract through the June 30, 2021, as presented.

11.4 2018-2019 Budget Amendment

The changes in revenue relate to the property tax value adjustment made by the Wayne County Assessor for Sumpter Township and revenue adjustments made on the state aid status reports. Another increase to the revenue related to state aid was an additional 18 student FTE due to enrollment at ECA. This increased the Districts state revenue, but also increased the Districts tuition costs. Changes in federal are related to the budget modification for Title I.

The main change in expenditures are tuition costs related to WEOC and SWCC. Other increases include fuel and repair parts in transportation, and also under community services and added needs, which relate to Title I.

Teacher and para sub costs are also included in this budget amendment but have a net effect of \$0. Board action is requested.

RECOMMENDED MOTION: I move that we approve the 2018-2019 Budget Amendment as presented.

11.5 Tenure and Continuing Probation Recommendation

Enclosed are the 2019-2020 probationary and tenure teacher recommendations from administration. Board action is requested.

RECOMMENDED MOTION: I move that we approve the 2019-2020 Tenure and Continuing Probation Recommendation as presented by Administration.

- 11.6 WISD Registered Nurse Contract
 An agreement between the WISD and Lincoln Consolidated Schools for the district nurse contract for the 2018-2019 school year is due to expire June 30, 2019. The draft contract for 2019-2020 is included in your packet in the amount of \$9,710.00. Board action is requested.

RECOMMENDED MOTION: I move that we approve the WISD Registered Nurse Contract for the 2018-2019 school year as presented.

- 11.7 Personnel Transactions

<u>ACTION ITEMS</u>				
Name	Building/Position	Effective Date	Status	Major/Step
Nancy Soule	Noon Supervisor/LHS	4/8/2019	New Hire	
Nicole Guyton (Tundis)	Bus Aide/Transportation	4/9/2019	Name Change	
Lisa Genoa	SE Teacher/Model	4/25/2019	Resignation	
James Wilson	Bus Aide/Transportation	4/11/2019	New Hire	
Louis Dumas	Driver/Transportation	4/15/2019	Re-hire	
Brandy Vires	Noon Supervisor/Brick	3/14/2019	Resignation	
Name	Position/Building	Return to Work Date	Status	Approved/Not Approved
Katie Erdeneiargal	Teacher/Childs	6/30/2019	FMLA	Approved

RECOMMENDED MOTION: I move that we approve the April 22, 2019, Personnel Transactions Summary as presented.

12.0 CLOSED SESSION

- 12.1 Negotiations

It will be necessary to enter closed session to discuss negotiation, not to return to open session. A roll call vote will be necessary.

RECOMMENDED MOTION: Pursuant to Sections 8(c) of the Open Meetings Act, I move that we enter closed session to discuss the negotiations, not to return to open session.

Mr. Rollins _____
 Mrs. Sparks _____
 Mrs. Czachorski _____
 Mrs. LaBombarbe _____
 Mrs. Newlon _____
 Mrs. VanZomeren _____
 Mrs. Williams _____

13.0 ADJOURNMENT



Board Executive Committee Meeting Minutes

Monday April 1, 2019

Central Office Conference Room

5:30pm

Attendees: Yoline Williams, Jennifer Labombarbe, Sean McNatt, Adam Blaylock, Chris Westfall

- I. Call to order at 5:40pm
- II. Acceptance of Agenda – approved without changes.
- III. Public Comment - none
- IV. Washtenaw Technical Middle College (WTMC) students / athletics – Chris Westfall.

Mr. Westfall provided information and updates regarding the MHSAA rules for students enrolled in the WTMC program and their eligibility for athletics. Students that are enrolled in our district that we have on our enrollment numbers are eligible for athletics. Students that are referred to programs from LCS are LCS students (examples: ECA and WiHi). WTMC is not a Lincoln program. WAVE students are not eligible for MHSAA guidelines because they do not attempt credits in the same way. For this reason, they are not eligible for the current semester. Athletes must be eligible in the prior and current semesters. WTMC is a separate entity. They are not governed in any way by LCS. WTMC has no athletics at all. Ypsilanti Board of Education approved a cooperative program in which students that reside in Ypsilanti Community Schools boundaries that are in WTMC can participate in athletics at YCS. Students that live in Lincoln district that to WTMC cannot participate in sports anywhere.

- V. Follow up on professional development workshop to be brought in for Superintendent / Administrators / Board members

Program is titled: “Our Community Listens”. Confirmed August 19, 20, 21. Full details will be sent to Board and Administrators by Superintendent McNatt.

- VI. Administrative Assistant Day gift for Ty Smith from Board of Education - discussion
- VII. Review of April 8, 2019 Board of Education Meeting Agenda – reviewed and approved
- VIII. Superintendent Goals – mutual goals were set for prioritization in alignment with strategic plan and full board discussions with superintendent.
- IX. Other –
 - Personnel Transactions reviewed and approved
 - Absence Data by workgroup and by building reviewed. Long term goal of automating all timekeeping
 - Audit company Lewis and Knopf contract renewal review is soon. Options were presented to Finance Committee 4/1/19 and will be on New Business BoE agenda for full board review.
- X. Adjourned at 6:45pm

Next Meeting: Monday, April 15, 2019 at 5:30pm in Central Office Conference Room



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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, (b) telephone paging devices (e.g., beepers or pagers), (b) 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

READ  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

- (V) shall be conducted by roll call
- (V) 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 (V) 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

New



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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



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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 _____.

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.

[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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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:

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

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 _____.

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

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.

[] 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 _____.

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.
- _____

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 annually [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 \$ _____ **[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

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 () _____ () 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 ~~()~~ 3 ~~()~~ 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 3 () ~~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 IDEA.

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's Designee 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 9 through 12;
- ~~() 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
WISD [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 Superintendent 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 Lincoln Consolidated 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 ()~~ ~~[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

- (f) 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.
- ~~(g) 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 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 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).

~~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, (+) _____ e**, 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 Finance Director and the Food Service Director. 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 Food Service Director. 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.

1) 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 NSFSA 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 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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Lincoln Consolidated Schools

REQUEST FOR PROPOSAL (RFP) TRANSPORTATION SERVICES CONTRACT

Mandatory Pre-Bid Meeting: Friday, May 17, 2019 10:00am EST

Mandatory Walk of Facilities: Friday, May 17, 2019 10:00am EST

Deadlines for Questions: Wednesday, May 22, 2019 4:00pm EST

Final Addendum Deadline: Tuesday, May 28, 2019, 2019 4:00pm EST

**Bid Due Date and Time: Thursday, May 30, 2019 10:00am EST
Superintendent's Office**

**Address for Pre-Bid Meeting:
Central Office, 7425 Willis Road, Ypsilanti, MI 48197**

**Address for Bid Opening:
Central Office, 7425 Willis Road, Ypsilanti, MI 48197**

E Mail Address for Any Communication on this Bid to:

**Sean R. McNatt
Superintendent
mcnatts@lincolnk12.org**

Questions are Welcome Prior to the Pre-Bid Meeting via E Mail

Lincoln Consolidated Schools

Tuesday, May 14, 2019

To: Prospective Bidder

Subject: Request for Proposal

Section 1 – Bid Instructions

Lincoln Consolidated Schools is accepting quotations to provide transportation services to the District. This request for proposal is for a 3-year contract period for which we are seeking guaranteed pricing for **July 1, 2019** through **June 30, 2022**. The District reserves the right, in its sole discretion, to renew the contract for three (3) additional years. The contract may be terminated upon sixty (60) days' written notice from the School District with or without cause.

BID DUE DATE: If you desire to bid on these services, please submit your Proposal no later than 10:00 a.m., **Thursday, May 30, 2019**. Bids will be opened at **Superintendent's Office**. Mail or hand-deliver your sealed bid to: **Lincoln Consolidated Schools, Attn: Sean R. McNatt, 7425 Willis Road, Ypsilanti, MI 48197**.

Your bid must be received before the bid opening date and time, when all bids will be publicly opened and read aloud. No fax, verbal, e-mail or telephone quotations will be accepted. The District is not responsible for late, lost, misdirected, damaged, incomplete, illegible or postage-due mail bids.

BID COPIES: Each Bidder must submit with the signed original Proposal, **three (3) complete copies of the signed original Proposal**. Each Proposal must be an original and hard copy, and signed by an authorized member of the Bidder's company. This member should be the highest-ranking officer at the local level.

MANDATORY PRE-BID MEETING AND WALK OF FACILITIES: All prospective Bidders must attend a mandatory pre-bid meeting. The purpose of the meeting is to provide for questions and answers as required to clarify the requirements and specifications contained in the RFP. Only those prospective Bidders present will be deemed eligible to bid on this project. Any assistants or subcontractors in the project are also required to attend the pre-bid meeting to be held at **Superintendent's Office, 7425 Willis Road, Ypsilanti, MI 48197 Friday, May 17, 2019 10:00am EST**. You must walk every site to ensure all contractors see all locations. No other walks will be available.

QUESTIONS: All questions will be directed to the Contract Administrator via e mail before or after the pre bid meeting, or during the question/answer period during the pre-bid meeting. Please do not ask questions on the walk of facilities. Instead, write them down and we will respond to these and all questions in addendum format in writing. Questions may be asked via e mail until the deadline of **Wednesday, May 22, 2019 4:00pm EST**.

PROPRIETARY INFORMATION: The information provided in the RFP is intended solely for internal use by the Bidder in response preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.

BID GUARANTEE: Each Proposal must be accompanied by either a certified or cashier's check on an open, solvent bank or a bid bond with an authorized surety company in the amount equal to 5% of the first year's estimated dollar distribution to the district. Bid guarantee must be made payable to Lincoln Consolidated Schools as a guarantee of good faith. If the successful Bidder fails to furnish satisfactory bonds and insurance within 10 days after notice of award, or if the bidder has to back out of the project prior to contract signing, such guarantee shall be forfeited as liquidated damages by the District to compensate for losses due to delay and/or increased costs for the project. The guarantees of the three finalist Bidders will be retained until the bond and insurance and start of work of the successful Bidder have been approved by the District. The guarantees of all other Bidders will be returned within ten days after the bid opening.

PROPOSAL COSTS: Any recipient of the RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to the RFP, or any negotiations incidental to its Proposal or the RFP. Each Bidder submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and the selection of a contractor.

RFP/PROPOSAL INFORMATION CONTROL: The following process described is intended to ensure that all prospective Bidders have equal access to information relative to the RFP. As part of the RFP preparation (which may have included previous discussions with selected prospective Bidders), every effort has been made to provide prospective Bidders with adequate disclosure. Each Bidder shall prepare their Proposal based only on the information contained in the RFP, notwithstanding any information that may have been previously provided. A prospective Bidder noting any inconsistency between the information contained in the RFP and any information previously provided should request clarification. No information communicated, either verbally or in writing, to or from a Bidder shall be effective unless confirmed by written communication contained in the RFP, an addendum to the RFP, a request for clarification or written response thereto, or in the Proposal.

ADDENDA TO THE RFP: Should it become necessary to revise any part of the RFP, notice of the revision will be given in the form of an addendum to all prospective Bidders on record as having received the RFP. Each Bidder must acknowledge receipt of addenda, but the failure of a Bidder to receive or acknowledge receipt of any addendum, shall not relieve the Bidder of the responsibility for complying with the terms thereof. Acknowledgment shall consist, minimally, of returning a signed copy of all addenda cover sheets as part of the Proposal by the RFP closing date and time. All addenda shall become a part of the RFP. Acknowledgment of all addenda received must be submitted by the RFP closing date and time.

RESERVATION OF RIGHTS: The District reserves the right to accept or reject any or all Proposals not withdrawn before the opening date and to waive any irregularity or informality in the Proposal process. The District reserves the right to conduct discussions, request additional information and accept revisions of Proposals from any or all Bidders. The District reserves the right to negotiate with the Bidder whose proposal is deemed strongest by the Selection Committee. Bids may not be withdrawn within 60 days after opening date without forfeiting bid security. The District reserves the right to make such investigations as deemed prudent to determine Bidder's qualifications and eligibility.

Section 2 - Requirements

ROUTES: The District is comprised of 60 square miles mostly rural roads. Currently, we have 21 secondary general education routes, 17 elementary general education routes, and 12 special education routes servicing a pre-K – 12 education. Should the District add or reduce routes, no substantial changes to the routes should be made without prior notification and approval of the District.

SCHEDULE: The District is providing a list of the start and ending times of each school.

COVER LETTER: Please prepare on company's business letterhead an executive letter from the leader of the Contracted Organization with authorized signature. This should be limited to a brief narrative highlighting the Proposal and should be aimed at non-technical personnel.

RESUMES OF KEY PERSONNEL: The proposal should include profiles identifying specific management personnel (i.e., Direct and Indirect Management, etc.) in your employ that will be assigned to District's campus. The profiles should describe experience, education, and background, specific professional accomplishments and any special qualifications. Final selection of management personnel must be approved by the District, while consideration for current on-site management and personnel takes precedence.

ORGANIZATIONAL CHART: An organizational chart of overall Contractor's management, showing special staff personnel, line supervision, and their relationships to school personnel shall be included.

LEADERSHIP REQUIREMENTS: The Contractor will be responsible for On Site Management. The amount of time spent in the District by On Site Management needs to be delineated on the staffing form and will be used as part of our evaluation process. Supervisory positions will be required at all Secondary Schools at all times on second shift and available for District Leaders to access during events and emergencies for coverage throughout the District. Please list the Leadership program you propose for this contract and delineate their production vs. supervisory time on the staffing form.

QUALITY ASSURANCE PROGRAMS: Contractor shall provide an outline of Quality Assurance programs, communication systems and follow up to achieve Customer Service and results meet specified tasks. The contractor will provide their Quality Assurance specifications and plans to the bid.

COMMUNICATION REQUIREMENTS: The Contractor will maintain an e-mail service contract and cell phone connection with the On-Site Manager for the duration of our contract. All Phones and Computers will be at the expense of the Contractor. Please list the communication equipment and processes you plan to include in this District in your proposal.

TRANSITION PLAN: The Contractor must provide precise plans for each step-in assuming management control and describe its ability to commit the staff personnel and resources required to develop a quick and effective transition into the responsibilities of this contract. A statement of the Contractor's management philosophy, Mission and/or Vision should be included. All Start Up Costs associated with this contract shall be part of the bid price. Due to the value of maintaining individuals with institutional knowledge of the District's operations, every effort should be made to employ current staff.

PRICING: The Proposed Contract Sum shall be identified as a per-year lump sum on, and in compliance with, the Proposal Form attached hereto. The Proposed Contract Sum shall be identified as a total dollar amount, but the Bidder shall provide an adequate explanation how its costs have been computed.

INSURANCE: The following types of insurance, limits of liability, and policy extensions are required of each Bidder and (except for limit) all sub-contractors:

Workers Compensation and Employers Liability Insurance
Coverage A – Statutory
Coverage B – \$1,000,000 Per Accident

Broad Form Comprehensive General Liability Insurance (including – Premises, Contractual, Products & Completed Operations – Including Broad Form Extensions):

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
Fire/Legal	\$1,000,000
Sexual Molestation	\$1,000,000

Errors and omissions liability insurance of no less than \$500,000 each occurrence and \$2,000,000 annual aggregate.

Comprehensive Automobile Liability Insurance (owned, hired, and non-owned automobiles):

Bodily:	\$1,000,000 each Person \$1,000,000 each Occurrence \$3,000,000 Annual Aggregate
Property Damage:	\$1,000,000 each Occurrence \$3,000,000 Annual Aggregate

The Bidder shall not commence work under the Contract until all insurance stated in this RFP is obtained and the School District has reviewed all associated insurance policies.

STAFFING REQUIREMENTS: Each proposal must design a staffing table for complete transportation needs including shift times and hours to complete the daily, weekly and monthly transportation requirements during the school year. All hours are NOT to include lunch breaks, on or off the clock, only productive and supervisory time. Staffing is NOT to include Substitute or Fill In Staffing, only regular staffing scheduled. Staffing is expected to be at School Year Levels starting Labor Day until the Last Day of School. Additionally, Field Trips and Extracurricular Trips should be separately priced on an hourly basis.

Reduction of staffing is expected on non-student attended days (In Service Days, Snow Days, Closed Days). Staffing schedules will be evaluated as part of the bid process. These are to be utilized as minimum staffing levels to achieve the specifications. **If specifications are not being met**, payroll records may be accessed at any time during the contract for the most recent two months of service to ensure those staffing levels are being met consistently. If the payroll record audit demonstrates a shortage of staffing of over 5% on any given week for the entire district, or 10% on any given week for the school in question, (excluding non-student day and break schedule reductions), the District may fine the Contractor up to \$1000.00 per week during that two-month period. This is to ensure the Contractor's commitment to

providing accurate data in the bid for anticipated staffing levels, and to ensure the Contractor's commitment to meeting bid specifications. **This audit will only be conducted if the specifications are not being met.**

The District is expecting to receive what was bid as a minimal staffing level. If the Contractor finds it needs to put in more time to achieve the Specification levels, then the Contractor must do so at no additional charge to the District. It is the responsibility of the Contractor to be a professional and bid the work accurately. Should the Contractor find it can provide less hours to achieve the Specification levels, then it shall negotiate an agreed upon savings at the end of each anniversary date, benefiting both parties as an incentive to be more cost efficient and share the savings.

Current specification levels:

Regular Transportation Vehicle Type	Number of Vehicles	Number of Days per year	Number of hours per day (Garage to Garage)
77 Passenger	20	186	102.4 hours per day (4 hours 52 minute on average)
71 Passenger	5	186	
65 Passenger	4	186	
Special Needs Trans.	12	186	63 hours per day (5 hours 14 minutes on average)
Total	41		
Special Need Spare	0	0	0
General Education Spares	5	0	0
Sports / Activity Trips		Varies	
Each operating Special Education route has an identified Special Education Aide	12	186	20 minutes less than the drivers

Bidder and its drivers are required to comply with any and all standards, regulations, codes and laws of the State of Michigan and the federal government, including but not limited to transportation issues, privacy issues, student record issues and any other issues arising out of the services provided pursuant to the Contract. Further, the Bidder and its drivers must abide by the applicable policies of the School District. The School District and Bidder shall cooperate in providing ongoing in-service training to all drivers and attendants employed to transport students. The Bidder's Proposal shall include a listing and description of the proposed training programs. All employees of Bidder must attend these training sessions and all drivers must hold and maintain a valid school bus driver license and certification. Topics to be addressed shall include all those required by law or as otherwise appropriate to address the unique safety concerns of transporting pupils. As mandated by the Public Acts of Michigan, 1990 P.A. 187, as amended, all drivers must have an annual physical and attend

a six (6)-hour training session at least once every two (2) years. In addition, a criminal history and a criminal record check must be done on all employees providing services under the Contract. All CDL employees must comply with the Drug & Alcohol Testing Program requirements and evidence of training shall be provided to the School District.

The Bidder agrees to advise the School District on routine organization and operation matters concerning the transportation services, provided that such consultation does not disrupt the Bidder's ability to perform the services described in the Request for Proposal.

Bidder shall be fully responsible for the care and supervision of the pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil prepares to board the vehicle and shall be deemed to have ended when the pupil has completed alighting from the vehicle at a reasonably safe place in which to alight in view of the circumstances then prevailing. Further, if required for special education students or otherwise, prior to the pupil alighting from the vehicle, the driver must visually verify a responsible person is present to receive the pupil. If no such person is present, the driver shall not permit the pupil to alight from the vehicle, shall proceed with the vehicle's scheduled run and, within a reasonable time, return to the pupil's stop to again attempt to visually verify whether a responsible person is present to receive the pupil. If, after that second attempt, there is still no responsible person present to receive the pupil, the driver shall contact dispatch and review the transportation plan for that pupil to identify the next course of action. The School District or its authorized representatives, shall not in any way or manner be answerable or suffer loss, damage, expense or liability of any kind or nature arising from such transportation service either by accident, negligence, thefts, vandalism, or any cause whatever, and Bidder shall indemnify the School District and its authorized representatives for all liability of every kind and nature arising from accident, negligence, or any cause whatever that the School District may suffer arising out of or in any way related to the Bidder's performance under the Contract.

ROUTING AND SCHEDULING: The Bidder shall operate buses along routes approved by the School District. The Bidder shall provide recommendations to the School District regarding routes, schedules, and stops. The Bidder shall coordinate with the School District to assure that students are transported safely, efficiently, and in a timely manner. The Bidder shall recommend routes, in keeping with pupil safety, so as to deliver students within a reasonable time prior to the commencement of school activities, and so as to return them to their respective stops within a reasonable time after the end of the same. Bidder shall perform the work described in the Contract and in this RFP diligently so as to assure adherence to all relevant school schedules, and the Bidder shall assume responsibility for timely delivery of pupils to, and pick-up of pupils from, programs. At no time shall the Bidder's office or garage be used as a depot for the transfer of students. Bidder shall structure all bus routes with particular attention to reasonably minimizing pupil ride times on standard bus routes. To that end, no pupil's ride time shall be more than (60) minutes, exclusive of staging periods, except as may be excused by express written notice from the School District. In no event shall a pupil's ride time be longer than currently provided by the School District, nor shall it include more stops than currently provided by the School District.

Changes to established routes, stops, or schedules must be reviewed and approved by the School District. Bidder shall include a written cost estimate associated with any proposed change in an established route. If approved, such change shall be implemented by the Bidder as soon as possible, ideally no more than three (3), but no longer than five (5) working days after Bidder is notified of approval by the School District, unless otherwise mutually agreed upon by all parties. In all cases, runs, routes, and stops must conform to all pertinent IEPs and applicable federal, state, local, and School District laws, regulations and policies.

SCHOOL BUS DRIVER REQUIREMENTS:

Pre-Assignment Screening. Because of the unique concern associated with transporting minor pupils and the laws applicable to pupil transportation, the Bidder shall implement a screening program to determine driver's or other employee's suitability for work with school pupils in the transportation setting prior to assigning that individual to provide services under the Contract. The program shall require that each candidate satisfy or exceed all legal requirements, including the examination of the candidate's criminal history, driver licensing, school bus driver licensing and certification, training and motor vehicle record, as required by the state of Michigan. Further, it shall include a criminal history and criminal record background checks, at least as required by law. The program must include a physical shall be administered which will meet the Michigan Department of Education ("MDE") bus driver requirements. Copies of the MDE certification cards for Bidder's employees who will be providing services pursuant to the Contract shall be available to the School District upon request. By submitting a proposal, the Bidder acknowledges that the program contemplated by this section is intended to assist both the School District and the Bidder in complying with applicable laws and safety concerns and is not intended to give the School District control over the Bidder's employees or make decisions regarding individuals that the Bidder hires.

Credentials and Related Requirements.

Every driver employed by the Bidder to provide services to the School District must have and maintain a valid school bus driver license and certification in satisfaction of 1990 PA 187, as amended, appropriate to the vehicle that is being driven, with a passenger endorsement as issued by the State of Michigan. The School District shall not pay for Bidder's required license cost, and all such costs shall be borne by the Bidder. Copies of driver's license verifications of Bidder's employees providing service pursuant to the Contract shall be available to the School District upon request. See also "Training Programs" below.

Every driver and driver supervisor shall have successfully completed the basic bus driver education program and continuing education programs as required by law and the MDE. Additionally, a driver supervisor shall successfully complete the supervisor training program.

Each driver shall have a certified safe driving record, with no felony convictions (whether or not affiliated with the operation of a motor vehicle), with no convictions for driving under the influence of liquor or other illegal substance, and with no more than six (6) points on his/her driving record related to moving violations.

Bidder shall furnish the following information as to each driver or potential substitute driver: (a) name, (b) address, (c) driving permit and license number, (d) certification, (e) normal route assignment, and (f) normal bus assignment.

Each school bus driver employed by the Bidder shall be in sufficient health to satisfy all laws and regulations of the state of Michigan governing school bus drivers.

In compliance with Michigan State Police Motor Carrier Division and Department of Education requirements, every driver, whether permanent, temporary, or substitute, prior to driving for the Bidder to serve the School District shall submit to the Bidder a completed Medical Examiners Certificate. The certificate must be updated annually or more frequently if School District or Bidder has reason to believe that the driver is not physically able to drive, as provided by law. It is the responsibility of the Bidder to ensure such certificates and updates are timely obtained.

When a run requires transportation of students with special needs (such as handicapped pupils who require special medical care), or when a bus requires any special expertise to operate (such as a bus with a wheel chair lift or transit type bus), all drivers, whether permanent, temporary, or substitute, who will transport those

students or operate those buses shall first demonstrate proficiency and/or complete special training relevant to those special requirements.

The Parties acknowledge that the School District is a public body charged with the care of minor pupils and, therefore, has a significant interest, for public safety purposes, in determining the individuals who may provide pupil transportation. Accordingly, the School District may request, subject to the Bidder's rights as an employer, that the Bidder prohibit an employee that the School District believes jeopardizes the reputation or public safety of the School District, its pupils, or employees from being assigned to provide services under the Contract. Such prohibition will in no way affect the right of Bidder, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees

Drug Use Prevention

The Bidder shall conduct or cause to be conducted tests that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be administered to all employees providing services on behalf of Bidder under the Contract. Bidder shall not assign an individual who fails to test negative for illegal drugs, controlled substances, or alcohol to provide services under the Contract.

In-service Training (must meet state-mandated requirements)

Bidder shall establish In-service training for professional development such that every driver and bus assistant, in order to continue providing services, whether permanent, temporary, or substitute, must each year successfully complete in-service training as is required by the MDE to maintain the validity of the School Bus Drivers Certificate;

Bidder's Proposal shall specifically identify the training program to be implemented by Bidder as an exhibit to the Proposal.

The Bidder shall assign mandatory retraining after a preventable accident or incident or after driver's evaluation. A driver assigned such retraining may not continue to drive a bus transporting the School District's pupils until such retraining has been successfully completed.

Safety is a paramount concern of the School District. In recognition of this priority, the Bidder shall plan and implement a comprehensive safety program and shall ensure the availability of a qualified management employee to conduct the program. The program shall include, but not be limited to, regularly scheduled safety meetings for drivers and aides. Such a plan shall be included in the Proposal.

HUMAN RESOURCES SUPPORT: The Bidder shall provide the Human Resource structure that will support this District in acquiring good candidates for hire and describe the interview, selection, and screening process. The Bidder must comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and policies that apply to Michigan public schools. Without limiting the breadth of the foregoing, the Bidder must comply, at its cost, with the requirements for criminal history and background checks conducted or facilitated by the School District as required by the Revised School Code. All new employees assigned to perform the services contemplated by this RFP or the contract must undergo the aforementioned background check with results minimally meeting legal requirements for staff placed in public schools and a negative 5 Panel Drug Test Result BEFORE they are to begin working at the District. Other minimal levels of screening are listed elsewhere in this RFP or the Form of Contract. Please provide your Human Resources Program in your proposal.

SAFETY: The Contractor shall use a proactive safety program for its employees and operations at the schools, as well as comply with all District safety rules that apply to transportation services operations. The contractor shall include the corporate safety program in the proposal.

RECORDS AND REPORTING REQUIREMENTS:

The Bidder shall make available at any time to the School District all operating records that the School District may request. Additionally, the Bidder will provide the data to the School District on final cost reports (including per student costs), mileage and fuel cost reports (as required), detailed run reports, and other information mutually agreed on by the School District and the Bidder.

Bidder shall be required to provide the data in order for the School District to file all State of Michigan required reports.

ACCIDENT REPORTS:

All accidents or incidents involving the School District's pupils, personnel, and any vehicles and/or equipment transporting them, shall be orally reported immediately to the School District's Administration Office. A written report shall also be submitted to the School District's Administration Office within twenty-four (24) hours.

Accident reports shall make clear and provide at a minimum the following:

1. Whether pupils were on the bus or loading or unloading from the bus at the time of the accident;
2. Whether any identifiable personal injuries occurred and the names of the person(s) injured;
3. The driver, location, involvement of other vehicles, and nature and extent of any property damage;
4. Accident and incident reports completed by the Bidder's management and by drivers;
5. Name and badge number of the reporting officer; and
6. Any other pertinent information to permit a full and complete account of the accident.

The Bidder shall further provide to the School District's Administration Office any accident reports obtained from law enforcement agencies as soon after the accident as they become available. The Bidder shall also submit all required reports to the Michigan Department of Education and Michigan State Police Motor Carriers Division. An accident shall be defined as any incident in which there was damage to any property and/or injury to any person or as otherwise defined by applicable statutes and/or regulations.

SCHOOL DISTRICT'S RIGHTS AND RESPONSIBILITIES:

Discipline on the School Bus.

Pupils transported in a bus shall be under the direct authority of, and responsible directly to, the driver of the bus specified by rules of the Michigan Department of Education and School District policy and procedures.

The School District shall delegate to Bidder drivers, while students are on the bus, the necessary authority to supervise and to control students on the vehicles operated by it, while they are en route under such rules as are adopted by the School District, but such authorization shall not include the right to administer corporal punishment as defined by Michigan law, nor the right to eject any offender. The School District shall be responsible for student discipline.

The Bidder shall report to the School District any incidents of misconduct on the bus and any corrective action taken. Forms will be provided for this purpose. No pupil shall be suspended from a school bus without

following the relevant School District guidelines for suspension. Every driver/aide shall at all times adhere to the School District's established student disciplinary policies.

The Bidder shall assist with pupil discipline as required or desired by the School District, including necessary parent/pupil meetings.

The Bidder shall ensure that drivers are available to participate in parent/teacher/administrator conferences concerning transportation related disciplinary problems.

The Bidder shall make any vehicles used to transport School District pupils available to the School District at any reasonable time for inspection by the School District and Michigan State Police Motor Carrier Division.

TRAINING PROGRAMS: The proposal shall include a description of training programs used for ALL levels that will be employed by the District and will be expected to comply with all district trainings. All drivers must have a Class B (CDL), with a P & S endorsement.

EQUIPMENT: Currently Lincoln Consolidated Schools owns all of the buses in its' fleet and will not be entertaining the idea of having a Contractor provide buses for lease or replacement. The district is committed to the refurbishment and replacement of buses as they deem necessary upon the explicit advice from the Contractor or other known entities that afford their official opinion (ex. Michigan State Police).

MECHANICS: Currently Lincoln Consolidated Schools employs two full time mechanics with a vacant mechanic position and does not plan to contract those positions.

OFFICE STAFF: Currently, Lincoln Consolidated Schools has budgeted 1.5 FTEs for secretarial and office staff and the bid should incorporate any secretarial or office staff needed for transportation operations and responses to customer service issues.

CONSUMABLE SUPPLIES: The District will provide all Toilet Paper, Paper Toweling, Soap, Trash Can Liners, Air Fresheners, Hand Sanitizer, Sanitary Products, Ice Melt, Light Bulbs, etc. for use in the District. The Contractor may be asked to provide pricing for said items as well as receiving, storing and inventory for said items in each building.

CLEANING SUPPLIES: All Cleaning supplies for the upkeep of the buses (emesis powder) are the responsibility of the Contractor and as such, supplied in a timely manner to ensure the specification frequency and quality are met. Please list in your proposal your cleaning supply program.

FINANCIAL STABILITY: The Contractor shall provide a certified letter of good standing for a line of credit from a reputable financial institution in the amount of \$750,000.00 or more. This letter must be dated as current within the last six months prior to this RFP.

OPERATING STATEMENT: The Contractor shall submit a complete estimated operating statement for the proposed contract period(s), indicating the following estimated costs by category.

- Salaries and Wages for this Contract
- FUTA and Tax Estimates for this Contract
- General Liability and Workers Compensation Insurance for this Contract
- Hourly Increases Prorated over 3 Years for this Contract
- Health Benefits Paid by Employer for this Contract

- Training and Motivation Program Costs for this Contract
- Transportation Supplies including Uniforms and Laundry for this Contract
- IT/Communication Equipment for this contract
- Direct Management Costs Expenses for this Contract
- Indirect Management and Administration Expenses for this Contract
- Sales Commission and Marketing Expenses for this Contract
- Other – List Specific Items for this Category if included for this Contract
- Operating Profit for this Contract

CONTRACTOR’S EXPERIENCE AND CAPABILITIES: The Proposal must include a description of the general background, experience and qualification of the Contractor in K-12 locations. The Contractor must list at least three operations presently serviced that is similar in nature to that of the District's within the State of Michigan. One of these references must be for a PK-12 complete District with Transportation Service contract needs similar to this District within the State of Michigan. The number of FTE’s servicing that District and the period of time the Contractor has served the District. This information shall include the names, titles, addresses, and telephone numbers of individuals who are in a position to evaluate the general quality of the operation at their facilities. More references are welcome.

PRESENTATIONS: To assist in the evaluation process, a minimum of three (3) Bidders will be invited for an interview and opportunity to give an oral presentation of their Proposal to the District’s Selection Committee. The presentation should be no longer than forty five (45) minutes in length, with additional time allocated for questions and answers (30 minutes). Specific appointments will be scheduled with the invited Bidders.

CONTRACT REQUIREMENT: The expectation is the Contract will include the School Facility List, Specification, The Contractor’s Proposal, the Form of Contract attached hereto, and this RFP. Please read over all documents carefully and list any and all exceptions to the documentation together with an explanation as to the reason for the exception and the suggested change to be negotiated. Otherwise, the selected Contractor shall be required and expected to agree to the documentation in its entirety, except to the extent exceptions are expressly noted in its Proposal. *The failure to specifically identify and explain an exception shall be deemed an express agreement to be bound by the terms of the RFP and the Form of Contract.*

The award of a Contract is contingent upon securing an acceptable Proposal, as determined within the School District’s sole discretion. A Contract shall be binding and enforceable only upon the following conditions: (a) successful agreement on the terms of the contract; and (b) execution of a Contract reduced to writing as contemplated; and (c) authorization by the School District’s Board of Education. A contract shall not exist between a Bidder and the School District merely because a Bidder has submitted a conforming Proposal and the School District’s Board of Education has accepted the Bidder’s Proposal. The Contract shall only come into existence when the document between the School District and the Bidder contemplated under this paragraph is executed by both parties and approved by the School District’s Board of Education.

Section 3 – Evaluation Criteria

Contract award will be based upon a comprehensive review and analysis of the Proposals that best meet the needs of District. The specific evaluation criteria will include the following and is listed in order of importance to the District:

- Overall Sustainability of the Program – Likelihood of a Successful Transition and Consistent Performance to the Specifications for three to six+ years of expected contract length. The analysis of these criteria takes into consideration the entire proposal documentation as a sum of its parts.
- Price VALUE measured against the Sustainability over time, a contract that does not go well or has to end early is much more expensive than doing it right the first time
- The Bidder’s ability to retain and train qualified, motivated, and satisfied employees.
- Past Experience in transportation service operations of a similar nature with References supporting positive, problem solving, result oriented relationships
- Presentation and Interview, Company demonstrates program in action and answers all questions on how they achieve results in all areas
- Staffing Levels Reasonable to Specification Completion
- Equipment Purchase meets the needs of the District
- All Data is Complete in all other Sections as asked, omission or nebulous information suspicious by nature.
- Contract Exceptions are Reasonable and Negotiable

Section 4 – School Facilities and Start and Ending Times

1. High School, Middle School, Bishop Elementary, Brick Elementary, and Model – 7425 Willis Road, Ypsilanti MI, 48197.
 - a. Start & End Times:
 - i. High School & Middle School – 7:40 am - 2:36 pm
 - ii. Bishop Elementary & Brick Elementary - 8:50 am – 3:41 pm
 - iii. Model – 8:30 am – 3:30 pm – Monday-Thursday
2. Childs Elementary – 7300 Bemis Road, Ypsilanti, MI 48197.
 - a. Start & End Times:
 - i. Childs Elementary – 8:35 am – 3:26 pm
3. Bus Garage/Maintenance Building - 7425 Willis Road, Ypsilanti, MI 48197, 32 Bus Drivers, 3 Bus Driver Subs, 14 Bus Aides, 1 Bus Aide Sub, 4 Mechanics, dispatcher and director, 6:00 am through 5:00 pm.

**Lincoln Consolidated Schools
TRANSPORTATION SERVICES RFP/CONTRACT**

**Schedule – Checklist of Proposal Responses Due
(return with proposal)**

	Refer to Page	Complete	Incomplete	Reason for Incomplete
Attended Pre Bid Mtg				
Attended Walk-through				
3 Copies, 1 pdf CD				
Addenda				
Acknowledgments				
Bid Guarantee				
Cover Letter				
Resumes				
Organization Chart				
Leadership Program				
Quality Assurance Program				
Communication Program				
Transition Plan				
Staffing Schedule Filled Out,				
Starting Wages Filled Out in Staffing Plan, See Attached				
Benefits, Incentives, Increases Outlined				
Survey Examples (employee and customer)				
Human Resources Structure				
Safety Program				
Training Program				

Cleaning Supply Program				
Financial Stability Letter				
Operating Statement				
References				
Exceptions to Documentation (including Form Contract)				
Price Page				
Familial Disclosure Form Notarized				
Iran-Linked Business Certification				
Other?				

Notes by Bid Selection Committee:

Affidavit of Bidder – Familial Relationships Form

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Lincoln Consolidated Schools (the "School District") advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder(s) or any employee of _____, and any member of the Board of Education of the School District or the Superintendent of the School's District.

List any Familial Relationships:

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)

COUNTY OF _____) ss.
)

The instrument was acknowledged before me on the _____ day of _____, 2019, by _____.

, Notary Public

County, Michigan

My Commission Expires: _____

Acting in the County of: _____

Iran Economic Sanctions Act Certification

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of transportation services to Lincoln Consolidated Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

Form of Contract

This Transportation Services Agreement (“Services Agreement” or “Agreement”) made this ____ day of _____, 2019 by and between Lincoln Consolidated Schools, a Michigan general powers school district, organized and operating pursuant to the terms of the Revised School Code (“District”) and _____, a Michigan _____, whose address is _____ (“Contractor”).

RECITALS

WHEREAS, the District is organized and operated under the Michigan Revised School Code and has the powers, authority and duties established therein, specifically including the authority to engage independent contractors to carry out its powers; and

WHEREAS, the District is engaged in providing public educational services and programs and desires to engage Contractor to provide transportation services in connection with the District’s educational programming and service delivery; and

WHEREAS, Contractor has the expertise, training, capacity, and qualifications to perform the services contemplated under this Agreement.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

SECTION 1 DESCRIPTION OF SERVICES – RELATIONSHIP OF PARTIES

- 1.1 Contractor shall provide the Services described in the relevant Transportation Services Request for Proposal dated _____, 2019 (“RFP”), which is incorporated herein by reference, pursuant to the terms and conditions of this Agreement. In the event of any inconsistency among this Agreement, the RFP, accepted portions of Contractor’s response to the RFP, or any attachments thereto, the terms most favorable to the District shall apply. The District shall determine, in its sole discretion, which terms are most favorable to the District. The District does not agree to use Contractor exclusively for the services contemplated under this Agreement or otherwise. It is understood and acknowledged that the District is free to use its own employees or to contract for similar services to be performed by other persons or entities so long as said services do not interfere with the performance or obligations of the parties under this Agreement.
- 1.2 Personnel assigned by Contractor to perform services under this Agreement for the District shall be, as applicable, fully certified, licensed, approved and otherwise qualified to perform the functions assigned pursuant to and in conformance with the provisions of the Michigan Revised School Code, the Michigan Pupil Transportation Act, and other applicable statutes and regulations, pertinent to the work performed under this Agreement. Contractor will not furnish any personnel to the District who would be ineligible for employment by the District if such person(s) were instead employed directly by the District under the above statutory and regulatory provisions.
- 1.3 Pursuant to the requirements of Sections 1230 and 1230a of the Revised School Code, the District shall perform a criminal history check through the Michigan State Police, as well as a

criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by Contractor under this Service Agreement to regularly and continuously work in any of the District's facilities or at program sites where the District delivers educational programs and services.

Contractor agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement if such person has been convicted of any of the following offenses:

- A. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- B. Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b; or
- C. Any felony. Provided, that with prior written approval of the Superintendent of the District and of its Board of Education an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Agreement at the District facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of the District, that individual's presence will not pose a danger to the safety or security of the District students or employees; or
- D. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code.
- E. Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or
- F. Any other offense that would, in the judgment of the District, create a potential risk to the safety and security of students serviced by the District or to employees of the District.

The District reserves the right to refuse Contractor's assignment of any individual, agent or employee of Contractor to render services under this Agreement where the criminal record history of that individual (including any pending felony charges) indicates, in the District's judgment, unfitness to perform services under this Agreement. The District and the Contractor agree and acknowledge that the District's ability to refuse Contractor's assignment of such individual is due to the heightened safety concerns associated with operating a public school and is not intended to alter the employment relationship between the Contractor and its employees.

It is acknowledged and understood that the District may not provide copies of criminal history documents to the Contractor, even with the consent of the Contractor's employee(s). Thus, the District will identify fitness/unfitness for assignment to provide Services by simply indicating "yes" or "no." The parties agree that the District shall not be responsible for the costs associated with the criminal history checks and criminal records checks required pursuant to the terms of this Agreement and which are accomplished in order to comply with Sections 1230 and 1230a of the Revised School Code with respect to Contractor's employees and agents.

- 1.4 In the performance of services under this Agreement, Contractor (and its agents, contractors, and employees) shall be regarded at all times as performing services as independent contractors of the District. Consistent with that status and as allowed by law, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Services Agreement and the District shall not exercise (or have the right to exercise)

control or direction over the means and methods utilized by Contractor in providing services under this Agreement.

- 1.5 Contractor shall be regarded, designated and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide Services under this Agreement. Contractor shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom Contractor utilizes in connection with providing Services under this Agreement.

Contractor shall pay all salaries, wages, benefits, pension or retirement contributions, payroll and other taxes to or on account of its employees or agents arising out of or resulting from services performed under the terms of this Agreement. The District shall not be liable for the payment of any such salaries, wages, benefits, pension or retirement contributions, payroll or taxes thereon for or on behalf of any Contractor employee or agent. Contractor employees and agents are not entitled to receive any compensation, benefits or other amenities in any form from the District, including, but not limited to, mileage, conference fees and other expenses.

Contractor acknowledges and agrees that it is the sole and exclusive responsibility of Contractor to make the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed by Contractor to provide services under this Agreement. No part of Contractor's invoiced fees shall be subject to withholding by the District for payment of any taxes, social security, pension, retirement, unemployment or worker's compensation insurance or any other similar tax obligations.

Contractor shall be solely and exclusively responsible for any taxation consequences to it or its agents or employees as a result of Contractor's engagement under this Agreement. Contractor agrees to defend, indemnify, and hold the District harmless from any and all such claims.

- 1.6 To enable the District to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, Contractor: (1) shall promptly notify the District in writing of the identity of any individual employed or assigned by Contractor to perform services at the District that is a retirant from the Michigan Public School Employees Retirement System (MPERS); and (2) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for the District to report on a schedule and in such manner as may be determined from time to time by MPERS. MCL 38.1342(6).

- 1.7 Contractor shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of its employees or agents to carry out the services under this Agreement.

These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of services by employees or agents of Contractor in connection with this Service Agreement.

All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting therefrom shall be the sole and exclusive responsibility of Contractor and Contractor shall indemnify and hold harmless the District for any costs or liabilities related to such claims.

- 1.8 Contractor agrees that the individuals it assigns to the District under this Agreement will abide by those policies of the District which are applicable to performance of services under this Agreement including, but not limited to, policies pertinent to:
- A. Corporal punishment/physical contact with students;
 - B. Non-discrimination;
 - C. Child abuse and child neglect reporting;
 - D. Sexual harassment;
 - E. Confidentiality of student records and student record information;
 - F. Bloodborne pathogens exposure control;
 - G. Administration of medication to pupils;
 - H. Communicable diseases;
 - I. Alcohol/controlled substance possession and use;
 - J. Copyright; and
 - K. Emergency Procedures (Fire Drills, evacuations).

A copy of the above policies will be provided to Contractor by the District upon request and as applicable. Contractor and the District will cooperate in orientation of Contractor's employees to the above policies.

- 1.9 Contractor agrees that the individuals it assigns to the District under this Agreement will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. Contractor represents that it has secured or will secure the necessary licenses, approvals, permits and regulatory authorizations to provide the services contemplated in this Agreement.

SECTION 2
TERM OF AGREEMENT AND TERMINATION DURING TERM

- 2.1 This Service Agreement shall commence on July 1, 2019 ("Effective Date") and remain in full force and effect until June 30, 2022 unless the District accepts a renewal term or an extended term as provided in the RFP.
- 2.2 This Service Agreement may be terminated by the District for any reason during its term upon sixty (60) days' written notice to the Contractor. In the event the Agreement is terminated pursuant to this provision, the District will pay Contractor for its services properly performed up to and including the effective date of termination. Any funds remitted by the District to Contractor in excess of the pro-rata charges for services performed by Contractor up to and including the effective date of termination will be returned to the District by Contractor. Any such amounts owed by either party to the other shall be paid within thirty (30) days of the effective date of termination of this Service Agreement.
- 2.3 Sections 1.5, 1.7, 4 and 5 of this Agreement survive the expiration or termination of this Agreement for any reason.

SECTION 3
FEES, INVOICE AND PAYMENT

- 3.1 In consideration of the services provided to the District by Contractor under this Agreement, the District will pay Contractor at the rate and upon the terms and conditions described in the RFP and any accepted terms in the response thereto.
- 3.2 Contractor shall submit to the District on a monthly basis an invoice setting forth all applicable charges for the billing interval, itemized by date and service rendered.

The District will remit payment on undisputed invoices or undisputed portions of invoices within thirty (30) days of receiving the invoice. If the District disputes the accuracy or propriety of any invoice delivered by Contractor, the District shall deliver a written notice and explanation of such dispute to Contractor. Contractor shall meet with the District to review the invoice and account within ten (10) business days.

- 3.3 Contractor shall have sole and exclusive responsibility for the following costs and charges attributable to the persons it assigns to provide Services under the terms of this Agreement:
- A. All wage payments.
 - B. All required statutory or contractual pension and retirement contributions.
 - C. All applicable state and federal employment taxes and FICA.
 - D. All unemployment taxes and costs (whether by commercial or self-insurance) attributable to or arising from the performance of services by Contractor's employees or agents pursuant to this Agreement.
 - E. All applicable premium costs for insurance coverages and programs applicable to Contractor's personnel.
 - F. All expenses.

SECTION 4
LIABILITY, INSURANCE AND INDEMNITY

- 4.1 Contractor shall indemnify and hold the District (and its officers, board members, employees, and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act, or breach of this Agreement by the Contractor or any of its employees or others for whom it is responsible in connection with the performance of this Agreement.

Contractor shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of Contractor's agents, employees, and subcontractors in connection with the performance of Services under this Agreement and agrees to defend and indemnify the District from any and all such claims and/or judgments resulting from such acts or omissions.

The above promise of indemnity and defense shall not apply to liability which results from the sole negligence, wrongful act, or breach of this Agreement by the District or its employees or agents but Contractor shall remain responsible to indemnify the District to the extent of Contractor's fault.

- 4.2 Contractor agrees to obtain and maintain throughout the term of this Agreement (or any renewal term) insurances of the types and amounts described in the RFP.

SECTION 5
CONFIDENTIALITY

- 5.1 Contractor agrees that it shall observe the policies and directives of the District to preserve the confidentiality of student records and student record information, to the extent that Contractor (its employees and agents) are permitted to access student records or student record information protected by the Family Educational Rights and Privacy Act, the Individuals with Disabilities Education Act, or other applicable law in the course of performing services under this Agreement.

SECTION 6
INTELLECTUAL PROPERTY

- 6.1 All drawings, writings, inventions or any other materials produced by Contractor (including its employees and agents) in the course of performing work in the District under this Agreement, shall be the property of the District and shall be provided to the District prior to the termination of services under this Agreement. Contractor agrees that it and its employees, agents, and successors or assigns will execute any document or agreement necessary to effectuate these property rights without delay or cost to the District.

SECTION 7
NON-DISCRIMINATION

- 7.1 The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, genetic information, pregnancy, age, height, weight, disability, marital status or veteran status.
- 7.2 The parties further agree not to discriminate against any student or other recipient of services under this Service Agreement due to race, color, religion, sex, national origin, or disability in the delivery of programs and services rendered under this Service Agreement.
- 7.3 Breach of covenants recited in this Section shall be regarded as a material breach of this Service Agreement.

SECTION 8
MISCELLANEOUS

- 8.1 Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.
- 8.2 This Agreement, the RFP and any other documents incorporated by reference, and the appendices attached hereto, constitute the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services contemplated.

- 8.3 None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of Contractor and the District.
- 8.4 Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.
- 8.5 Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and policies that apply to Michigan public schools and transportation services, particularly including the Revised School Code and the Pupil Transportation Act.
- 8.6 Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business or such other address of which the parties may have given notice.
- Unless otherwise specified herein, notices shall be received: (a) on the date delivered, if delivered personally, or confirmed facsimile transmission or email transmission; (b) on the next business day after deposit with an overnight air courier; or (c) three (3) business days after being signed for, if sent by registered or certified mail.
- 8.7 This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.
- 8.8 If any provision of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.
- 8.9 Neither party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to circumstances outside of the reasonable control of that party, which may include, war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this Section.
- 8.10 The Section headings of this Agreement are for convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the parties.
- 8.11 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

8.12 Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

SECTION 9
AUTHORIZATION

9.1 This Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Service Agreement on behalf of the District or Contractor, as is respectively applicable.

Dated: _____

By: _____

Its: _____

LINCOLN CONSOLIDATED SCHOOLS

Dated: _____

By: _____

Its: _____

VAN-0128A	VANS: COMPACT VAN, 7 PASSENGER (Minimum), FRONT WHEEL DRIVE ALTERNATE FUEL VEHICLES (Payload 1,100 lbs., min.)	2019	Ford	TRANSIT CON. WAG XL	Gorno Ford	\$22,200.00	\$2.50
VAN-0128A	VANS: COMPACT VAN, 7 PASSENGER (Minimum), FRONT WHEEL DRIVE ALTERNATE FUEL VEHICLES (Payload 1,100 lbs., min.)	2019	Chrysler	RUCE53- PACIFICA L	Lafontaine CDJR	\$21,640.00	\$2.00
VAN-0129	VANS: COMPACT VAN, CARGO, FRONT WHEEL DRIVE (Payload 1,580 lb., min.)	2019	RAM	VMDL51- PROMASTER CITY CARGO VAN	Galeana's VanDyke Dodge	\$19,193.74	\$1.50
VAN-0129A	VANS: COMPACT VAN, CARGO, FRONT WHEEL DRIVE, ALTERNATIVE FUEL (Payload 1,580 lb., min.)	2019	Ford	TRANSIT CON. VAN XL	Gorno Ford	\$20,242.00	\$2.50
VAN-0130	VANS: COMMERCIAL, 10 PASSENGER, RAISED ROOF (Payload 3,200 lbs., min.)	2019	Ford	TRANSIT 150 MED. ROOF WAGON	Gorno Ford	\$28,100.00	\$2.50
VAN-0131	VANS: COMMERCIAL , CARGO, RAISED ROOF (Payload 4,800 lbs., min.)	2019	RAM	VF1L13-1500 CARGO VAN HIGH ROOF 136" WB	Galeana's VanDyke Dodge	\$21,688.00	\$1.50
VAN-0131	VANS: COMMERCIAL , CARGO, RAISED ROOF (Payload 4,800 lbs., min.)	2019	Ford	TRANSIT 150 MEDIUM ROOF VAN	Gorno Ford	\$23,500.00	\$2.50

VIRTC1DP EN

CNGP530

VEHICLE ORDER CONFIRMATION

01/09/19 16:22:38

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Dealer: F48439

2019 TRANSIT NA

Page: 1 of 1

Order No: 9999 Priority: C4 Ord FIN: QJ712 Order Type: 5B Price Level: 950
Ord PEP: 301A Cust/Flt Name: LINCOLN SCH PO Number:

RETAIL

RETAIL

K1C	T-150 MR PS VAN	\$37440	63C	HVY DUTY ALTERN	NC
	130" WHEELBASE		794	PRICE CONCESSN	
YZ	OXFORD WHITE			REMARKS TRAILER	
V	VINYL		96N	10 PASS SEATS	1250
K	PEWTER			SP DLR ACCT ADJ	
301A	PREF EQUIP PKG			SP FLT ACCT CR	
	.XL TRIM			FUEL CHARGE	
57B	.MANUAL A/C	NC	B4A	NET INV FLT OPT	NC
99M	3.7L TIVCT V6			DEST AND DELIV	1495
446	.6-SPD AUTO SST		TOTAL	BASE AND OPTIONS	40185
TC8	.235/65R16 BSW		TOTAL		40185
X73	3.73 REG X73	NC	*THIS IS NOT AN INVOICE*		
	JOB #1 ORDER		*		
20F	8550# GVWR	NC			
425	50 STATE EMISS	NC			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library F9=View Trailers
S099 - PRESS F4 TO SUBMIT QC02964

V1DP0260

Government Pricing 29,276.¹²
 Plate Transfer 8.⁰⁰
 Title Fee 15.⁰⁰

 Total ea. 29,299.¹²
 Total units 58,598.²⁴

What kind of school should the Lincoln of the future be?



Marvin S. Pittman
Founder
Lincoln Consolidated Schools

- 1. It should be a school even better suited to the needs of the children than Lincoln was for you. Life is becoming more complex and difficult with each passing generation. So must the schools understand more fully what the problems are and must prepare their pupils to solve them.*
- 2. It must continue and extend the learning of all the people--not only those between the ages of six and eighteen.*
- 3. It must discover the creative ability of every one of its pupils and then develop, promote and capitalize those abilities.*
- 4. It must promote the cooperative spirit. In the future, even more than in the past, 'We must all hang together or we shall hang separately.'*
- 5. It must be as good for all of the people of our community as we think any school should be for some other community.*
- 6. It must recognize itself as a part of a large world. It must therefore, play its full part in a large world and use the large world to enrich its own life.*

25th Anniversary Founders Day Speech

April 16, 1949

LINCOLN CONSOLIDATED SCHOOLS
Ypsilanti, Michigan
BOARD OF EDUCATION / REGULAR MEETING
April 8, 2019
6:00 p.m.
Media Center- High School

OFFICIAL MINUTES

BOARD MEMBERS PRESENT

Yoline Williams, President
Jennifer LaBombarbe, Secretary
Thomas Rollins, Treasurer
Laura VanZomeren, Trustee
Allie Sparks, Trustee

ADMINISTRATORS PRESENT

Adam Blaylock, Human Resources Director
Tim Green, Middle School Principal
Robert Williams, Students Services Director
Adam Snapp, Finance Director
Chris Westfall, Athletic Director

OTHERS PRESENT

Edgar Brown, Jim Harless, Karen Cook, Melissa Palmquist, Roger Cook, Sandra Black, Sherry Smith, Larry Smith, Dianne Vargo, Charlotte Allum, Tammy Opfermann, Ronda Selter, Denise Ferber, Shannon Huddleston, Layla Ellis, Sidianna Murphy, Laurie Price, Christina Stickland, Kimberly Kenney, Colleen Brohl, Wendy Johnson, Mike Weathers, Carolyn Slock, Donnelle Lemke, Ben Murphy-Smith, Tracy Gamboe, Shaloea Harrison, Ashanti Kegljar, Julie Hyder, Brian Westphal, Kelly Huling and Angela Lee

1.0 CALL TO ORDER

President Williams called the meeting to order at 6:04 p.m. in the Media Center at the High School.

2.0 ROLL CALL

Roll call showed all Board Members were present with the exception of Newlon and Czachorski.

3.0 ESTABLISHMENT OF QUORUM

A quorum was established.

4.0 PLEDGE TO FLAG

The Pledge of Allegiance was recited by Board and audience members.

5.0 ACCEPTANCE OF AGENDA

It was moved by LaBombarbe and seconded by Sparks that we accept the agenda as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

6.0 PRESENTATIONS

6.1 Employee of the Month

I am nominating Chris Grajczyk as Employee of the Month. Chris serves Lincoln on many fronts. Her job is Community Education Clerk, but she is oh so much more! In her role in Community Education she provides the infrastructure for the many, many programs offered to the community. Whether it's swimming, dancing, martial arts, Safety Town, middle school drama, or one of the many other community ed or recreation program, Chris makes sure that everything runs smoothly. She spearheaded bringing the

Community Education catalog online which has saved hundreds of man hours in promoting programs and processing payments.

In addition, Chris is a hardcore Lincoln supporter. She's at games selling apparel, at recitals handing out tickets, providing a "storefront" for programs to sell online, and providing support to the Athletic and Enrollment departments.

Her knowledge of the district and its families is unmatched. Chris is the first faces that many families meet, and she goes out of her way to make sure everyone feels welcomed and that their questions are answered.

Chris Grajczyk is without a doubt the best of Lincoln!
Nominated by Vicki Coury

6.2 Student Recognition
Boys Varsity Basketball Team

6.3 Strategic Plan-Goal #2 Finance
Presented by Adam Snapp

- The District received a grant award of \$93,340 for the Head Start program located in Model Elementary. This will help kids at an earlier age and give the District a better chance of maintaining those kids when they start kindergarten.
- Staffing was adjusted during the summer to prepare for the 18/19 fiscal year. Adjustment are made continuously to accommodate student need.
- The District was awarded \$563,793 MSP grant to upgrade safety and security within the District.
- The new welcome area was open to start the enrollment process for the 18/19 fiscal year.

6.4 Middle School Presentation
Presented by Tim Green

- The SWOT Matrix Analysis presented areas to increase students academic and social/emotional capacity important for success in high school and beyond. The Middle School staff has identified areas that are helpful to achieving the objective and ways of presenting opportunities. Also, harmful to achieving the objectives and threats that may present themselves.
- Growth in academics continues to be the focus in the building and we are seeing results through testing.
- Strengthening students social and emotional wellbeing by building our staff's toolbox of strategies to provide support for students.

7.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE

7.1 Superintendent's Report

- All districts statewide are provided up to six forgiven days of instruction automatically each school year. In addition, districts can request a waiver of up to three additional days. A waiver was submitted for and received approval for three additional days. That leaves us with one day that still needs to be made up until we hear further from the State.
- Congratulations to the AdVanced Ed Team on a job well done and receiving a 309 on the accreditation process.
- GPS has been put on all District vehicles.
- One new bus driver has been hired and two more are in the process.
- Connie Newlon and Allie Sparks have both received Level I certification for MASB.

7.2 Finance Report

7.2.1 March 2019 Food Service Report
Report included in Board packet

7.2.2 March 2019 Student Enrollment Report
Report included in Board packet

7.3 Curriculum

Kevin Upton was unable to attend Board meeting.

- Each building is in the process of finalizing their school improvement plans. The

2019-2020 district improvement plan will be updated to include the updated building school improvement plan goals.

- The final Title I amendments have been approved by the Office of Field Services. Purchases are being made with the additional funding allocations
- The M-STEP testing season will open on April 8, 2019.

8.0 PUBLIC COMMENT

- Karen Cook, LEAO President, read a letter addressed to the Board of Education outlining concerns the bargaining unit had with the amount of time off over the winter due to weather, leaving them feeling undervalued. Mrs. Cook will submit the letter to the Board Office for matter of record.
- Sherry Smith, Paraprofessional, addressed the Board of Education with concerns over safety and asked the Board to look at overall safety factors where paraprofessionals are concerned.
- Sidianna Murphy, Paraprofessional, stated her displeasure in all the years working at Lincoln she is feeling unappreciated this year.
- Ray Shrode asked about Brick Elementary and the plans for the Senior Center.
- Randy Barker asked about the dugouts being moved but was happy to learn the dugouts are being moved to the Little League fields. Also, stated the paraprofessionals in our Districts have helped his son.
- Brian Westfall stated the Drama Department has gathered volunteers and all the theater's belongings are moved and construction may begin. The next performance will be May 9-12 of The Women of Lockerbie.

9.0 BOARD REPORTS/CORRESPONDENCE

- 9.1 Board Executive Committee Report
The Board Executive Committee met on April 1, 2019; minutes will be forthcoming.
- 9.2 Board Performance Committee Report
No report was given.
- 9.3 Board Planning Committee Report
Board planning Committee will have a special meeting on April 15, 2019, to cover Board policy updates. Planning Committee met on April 8, 2019, to go over 2018 Bond updates.
- 9.4 Board Finance Committee Report
Board Finance Committee met on April 1, 2019, minutes forthcoming in next Board packet. Finance Committee to meet next June 6, 2019.
- 9.5 Reports and Correspondence
- Linc-bots placed 192 out of 542 teams in the State of Michigan. The team plans next year to mentor elementary students.
 - State testing starts April 9, 2019, District wide.

10.0 NEW BUSINESS

- 10.1 Student Discipline
- 10.1.1 Student #4
The Board Discipline Committee met on March 12, 2019, to conduct a disciplinary hearing for Student #4 and their recommendation is included in your packet. The Superintendent and Discipline Committee recommend approval as presented.

It was moved by LaBombarbe and seconded by Sparks that we approve the recommendation of the Board Discipline Committee relative to disciplinary sanctions for Student #4 as presented.

Ayes: 4

Nays: 0

Motion carried 4-0

(Rollins abstained from voting)

- 10.1.2 Student #5

The Board Discipline Committee met on March 21, 2019, to conduct a disciplinary hearing for Student #5 and their recommendation is included in your packet. The Superintendent and Discipline Committee recommend approval as presented.

It was moved by LaBombarbe and seconded by VanZomeren that we approve the recommendation of the Board Discipline Committee relative to disciplinary sanctions for Student #5 as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

10.1.3 Student #6

The Board Discipline Committee met on March 21, 2019, to conduct a disciplinary hearing for Student #5 and their recommendation is included in your packet. The Superintendent and Discipline Committee recommend approval as presented.

It was moved by LaBombarbe and seconded by Sparks that we approve the recommendation of the Board Discipline Committee relative to disciplinary sanctions for Student #6 as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

10.2 Audit

Lewis and Knopf have done the audit for the District for the last five years and the District has had good experiences with them. Lewis and Knopf has provided an agreement for a 1 and 3 year extension to continue with their services. This was being presented for information only; Board action will be requested at a subsequent meeting.

10.3 Enviro-Clean Contract

It is the recommendation to extend the current contract for custodial services with Enviro-Clean for the upcoming 2019-2020 & 2020-2021 school years.

The recommendation is based upon the following factors:

- Enviro-Cleans cleaning and customer service has dramatically improved over the last two years.
- Through much collaborative conversation between Lincoln Schools and Enviro-Clean we have come up with a cost-effective approach to provide a pay/merit increase to their staff, while keeping the costs to the district to a minimum over a two year period.
- The district will be going through major changes over the next 2 years with renovations and modifications throughout the school district for the Bond, therefore, having a stable and reliable custodial vendor will be imperative in the success of improvements.

It is for the reasons stated above regarding the attached documentation provided by Enviro-Clean that I recommend the Lincoln Consolidated School board to accept the contract extension to Enviro-Clean for custodial services from July 2019 through June 30, 2021. This was being presented for information only; Board action will be requested at a subsequent meeting.

10.4 2018-2019 Budget Amendment

The changes in revenue relate to the property tax value adjustment made by the Wayne County Assessor for Sumpter Township and revenue adjustments made on the state aid status reports. Another increase to the revenue related to state aid was an additional 18 student FTE due to enrollment at ECA. This increased the Districts state revenue, but also increased the Districts tuition costs. Changes in federal are related to the budget modification for Title I.

The main change in expenditures are tuition costs related to WEOC and SWCC. Other increases include fuel and repair parts in transportation, and also under community services and added needs, which relate to Title I.

Teacher and para sub costs are also included in this budget amendment but have a net effect of \$0. This was being presented for information only; Board action will be requested at a subsequent meeting.

10.5 Tenure and Continuing Probation Recommendation

Enclosed are the 2019-2020 probationary and tenure teacher recommendations from administration. This was presented for information only at this time; Board action will be requested at a subsequent meeting.

10.6 WISD Registered Nurse Contract

An agreement between the WISD and Lincoln Consolidated Schools for the district nurse contract for the 2018-2019 school year is due to expire June 30, 2019. The draft contract for 2019-2020 is included in your packet in the amount of \$9,710.00. This was presented for information only; Board action will be requested at a subsequent meeting.

10.7 Childs Fifth Grade Camp

Childs Elementary School Student Fifth Grade Trip Proposal is an out of town overnight request to attend a fifth-grade camp.

It was moved by VanZomeren and seconded by Sparks that we approve the Childs Elementary Fifth Grade Camp Trip proposal as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

11.0 OLD BUSINESS

11.1 Minutes of Previous Meeting

11.1.1 Board Meeting March 11, 2019

11.1.2 Special Meeting March 22, 2019

Enclosed are the minutes of the March 11, 2019, Regular Meeting and March 22, 2019, Special Meeting.

It was moved by LaBombarbe and seconded by Rollins that we approve the minutes of the March 11, 2019, Regular Meeting and March 22, 2019, Special Meeting as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

11.2 Flooring Bid

Add or Replace with new flooring (VCT/LVT/Carpet) at Bishop, Model & Lincoln High School, in the renovated secure offices, performing arts areas in the high school, and the athletics areas in the high school.

Quote received from Northeastern Paint who has been awarded the work for the flooring replacement throughout the district within Bid Pack #1. Quote recommended – Northeastern Paint \$65,568.00. Board action was requested.

It was moved by VanZomeren and seconded by Sparks that we approve the Flooring Bid to include Bishop, Model and Lincoln High School awarded to Northeastern Paint, total cost of bond project \$65,568.00 as presented.

Ayes: 4

Nays: 1

Motion carried 4-1 (Rollins)

11.3 Concrete Bid

Concrete work in the new Performing arts area at the high school and the addition of a concrete pad for the location of the new secure entryway at the middle school.

1 Bid received. Bid recommended – McCarthy Construction \$72,320.00, plus \$723.00 bond cost. Total project cost \$73,043.00 (\$15,500 deduction for the Alternate Bid of removal of the Mezzanine) Board action was requested.

It was moved by LaBombarbe and seconded by Rollins that we approve the Concrete Bid awarded to McCarthy Construction, total project cost of bond project \$73,043.00 as presented.

Ayes: 5

Nays: 0
Motion carried 5-0

- 11.4 Painting Bid
Painting of the renovations at the High School Performing arts/athletic areas, secure entryways and cross corridor locations at the High School, Middle school, and all elementary schools.
- 3 Bids received. Lowest bid recommended – Papa’s Painting LLC. \$47,090, plus \$1,175 bond cost. Total project cost \$48,265.00 (\$2,170 addition for the Alternate bid of addition of the Mezzanine) Board action was requested.
- It was moved by LaBombarbe and seconded by VanZomereren that we approve the Painting Bid awarded to Papa’s Painting, total project cost of bond project \$48,265.00 as presented.
Ayes: 5
Nays: 0
Motion carried 5-0
- 11.5 Athletic Field Turf Bid
Replace natural grass turf with synthetic turf at the stadium field.
- 3 Bids received. Lowest bid recommended – AstroTurf \$484,008, plus \$4,819 bond cost. Total project cost \$488,827
- It was moved by LaBombarbe and seconded by VanZomereren that we approve the Athletic Field Turf Bid awarded to AstroTurf, total cost of bond project \$488,827 as presented.
Ayes: 5
Nays: 0
Motion carried 5-0
- 11.6 Athletic Field Site Work Bid
Site work to replace natural grass turf with synthetic turf at the stadium field.
- 4 Quotes received. Lowest Quote recommended – S&H Trucking and Excavating LLC. \$465,000 Total project cost.
- It was moved by LaBombarbe and seconded by VanZomereren that we approve the Athletic Field Site Work Bid awarded to S&H Trucking and Excavating LLC., total cost of bond project, \$465,000.00 as presented.
Ayes: 5
Nays: 0
Motion carried 5-0
- 11.7 March 2019 Trust & Agency
Enclosed is the March 2019, Trust & Agency Report. The Superintendent recommended approval as presented.
- It was moved by VanZomereren and seconded by Rollins that we approve the March 2019, Trust & Agency Report as presented.
Ayes: 5
Nays: 0
Motion carried 5-0
- 11.8 March 2019 Check Register
Enclosed is the March 1-31, 2019, check register in the amount of \$2,909,689.47. The Superintendent recommends approval as presented.
- It was moved by LaBombarbe and seconded by VanZomereren that we approve the March 1-31, 2019, check register in the amount of \$2,909,689.47 as presented
Ayes: 5

Nays: 0
Motion carried 5-0

11.9 Personnel Transactions

ACTION ITEMS				
Name	Position/Building	Effective Date	Status	Major/Step
Robert S. Dunigan	Transportation/Driver	1/28/2019	New Hire	
Tori McBryde	Paraprofessional/LMS	4/1/2019	Transfer from Childs	
Name	Position/Building	Return to Work Date	Status	Approved/Not Approved
Kathryn Prater	Transportation/Driver	4/4/2019	FMLA	Approved
Katie Moffett	Athletics	4/25/2019	FMLA	Approved
Abigail Smith	Teacher/Bishop	Intermittent	FMLA	Approved

It was moved by VanZomeran and seconded by Sparks that we approve the April 8, 2019, Personnel Transactions Summary as presented.

Ayes: 5
Nays: 0
Motion carried 5-0

12.0 CLOSED SESSION

12.1 Superintendent Informal Evaluation

It was necessary to enter closed session to discuss the superintendent informal evaluation, not to return to open session.

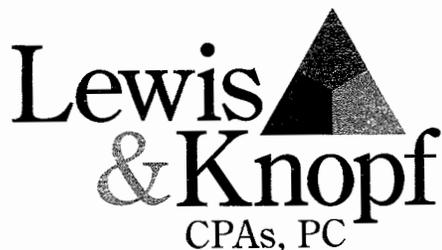
It was moved by LaBombarbe and seconded by VanZomeran in pursuant to Sections 8 (c) of the Open Meetings Act, I move that we enter closed session to discuss the superintendent informal evaluation, not to return to open session.

A roll call vote was necessary.

Ayes: 5 VanZomeran, Williams, Sparks, Rollins, LaBombarbe
Nays: 0
Motion carried 5-0

13.0 ADJOURNMENT

Mrs. Williams declared the meeting adjourned to closed session at 7:30 p.m.



March 20, 2019

Adam Snapp
Lincoln Consolidated Schools
8970 Whittaker Road
Ypsilanti, MI 48197

In response to your invitation for a 1-year extension, we are writing regarding the proposed audit of the financial statements of Lincoln Consolidated Schools for the fiscal years ended June 30, 2019.

We will audit the financial statements of Lincoln Consolidated Schools for the fiscal years ended June 30, 2019, for the purpose of expressing an opinion on them. Our audit will be in accordance with generally accepted auditing standards; *Government Auditing Standards*, issued by the Comptroller General of the United States; and the provision of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and audit requirements for Federal awards (Uniform Guidance). Those standards and the provisions of Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Our audit and all reports required in the request for proposal will be completed within the time period specified in your invitation to bid.

Our proposal of fees for the above services will be as follows:

June 30, 2019	\$21,000
---------------	----------

If you have any questions regarding this proposal, please contact Mr. Jeff Sabolish, CPA - Principal. The signer of this proposal is authorized to bind Lewis & Knopf, P.C. in this proposal.

We wish to thank you for the opportunity of submitting this proposal, and would suggest that if you have any questions concerning it, you would not hesitate to contact us directly.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lewis & Knopf, P.C.".

LEWIS & KNOPF, P.C.
Certified Public Accountants



December 5, 2018

Phil Bongiorno
Lincoln Consolidated Schools
8970 Whittaker Road
Ypsilanti, MI 48197

Dear Phil,

We greatly appreciate our partnership with Lincoln Consolidated Schools. Thank you for taking the time recently to meet and discuss options for moving forward beyond the 2018-19 school year.

Custodial information:

During our meeting, we discussed that while the current \$10.00/hr starting wage scale was effective two and half years ago, it is no longer a viable option to attract and retain solid employees. We discussed various options but settled on how pricing will look with \$11.00/hr starting wages, incorporate 4 “no-work” days as well as reduce a handful of hours spread throughout the district. The below summarizes how pricing will look for Year 1 (2019-20) and Year 2 (2020-21).

<u>What</u>	<u>Annual Invoice</u>	<u>Difference \$</u>	<u>Difference %</u>	<u>Note:</u>
Current	\$1,114,420.08			
Year 1	\$1,114,420.08	\$ 0.00	0.00%	\$11.00/hr starting wages 4 “no-work” days reduction of hours
Year 2	\$1,158,164.44	\$44,057.63	3.95%	\$.50/hr wage increase (over yr 1) 4 “no-work” days hours same as Year 1

After examining the numbers for Year 1, there is virtually no increase versus the current invoicing. That is because currently there are no “no-work” days and the reduction of hours. Meaning, those adjustments “cover” whatever increase would have been realized by going from \$10.00/hr to \$11.00/hr.

While Enviro-Clean would like to provide numbers for Year 3, it is difficult to forecast the economic environment given how quickly it shifted within the past one and half years. We recommend having similar dialog with the district to examine future adjustments in Year 2.

We also discussed a \$500/year “Retention Bonus” payable to eligible employees who met certain criteria. We agreed that, should the district decide to provide such a bonus, it would be invoiced separately and payable to those who are actually eligible to receive it (as opposed to providing you built-in “guest-a-mate” pricing each year).

Grounds information:

We also discussed various grounds/non-skilled maintenance positions. We decided it is best to provide pricing options at various pay wages. From there, the district can decide what the Lead will make as well as the general team.

<u>Wage</u>	<u>Annual Amount</u>
\$14.00/hr	\$ 42,823.53
\$15.00/hr	\$ 45,882.35
\$16.00/hr	\$ 48,941.18
\$17.00/hr	\$ 52,000.00
\$18.00/hr	\$ 55,058.82
\$19.00/hr	\$ 58,117.65
\$20.00/hr	\$ 61,176.47

Again, we are most appreciative of our relationship with Lincoln Consolidated Schools. If you have any questions, please feel free to let me know.

Sincerely,

Robert W Blaszak

Bob Blaszak, CBSE
616-293-9255
bob.blaszak@enviro-clean.com

Lincoln Consolidated Schools
Budget Amendment
April 8, 2019

	Original Budget July 1, 2018	November Amended	April Amendment	Amended Budget
Revenues				
Property tax revenue	\$ 3,780,000	\$ 2,871,000	\$ 1,152,000	\$ 4,023,000
Local revenue	250,100	295,100	(8,100)	287,000
State revenue	31,346,362	33,327,651	(651,386)	32,676,265
Federal revenue	2,513,383	2,783,036	127,008	2,910,044
Inter-district revenue	7,052,932	7,108,109	-	7,108,109
Transfers in	14,000	14,000	-	14,000
Total revenues	44,956,777	46,398,896	619,522	47,018,418
Expenditures				
Instruction	20,375,625	20,617,050	238,553	20,855,603
Added needs	8,353,570	8,499,915	55,751	8,555,666
Student services	4,613,279	5,059,310	(3,312)	5,055,998
Instructional support	1,276,907	1,594,422	5,164	1,599,585
Business/Fiscal administration	839,949	840,725	-	840,725
General administration	448,506	501,715	-	501,715
Principal administration	1,993,918	1,813,948	-	1,813,948
Central (services/inform mgmt)	1,299,843	1,118,443	2,796	1,121,239
Operations and maintenance	3,603,427	3,687,751	-	3,687,751
Transportation	2,387,995	2,391,200	18,280	2,409,480
Athletics	785,003	827,050	-	827,050
Community services	69,003	106,852	22,500	129,352
Total expenditures	46,047,026	47,058,382	339,731	47,398,112
Revenues over (under) expenditures	\$ (1,090,249)	\$ (659,486)	\$ 279,792	\$ (379,694)
Beginning fund balance	\$ 4,350,719	\$ 4,350,719		\$ 4,350,719
Expected decrease in fund balance	(1,090,249)	(659,486)		(379,694)
Revised projected fund balance for 18/19	\$ 3,260,470	\$ 3,691,233		\$ 3,971,025
Fund balance as a percent of expenditures	7.08%	7.84%		8.38%

What are the changes?

- Property tax value increased.....more property tax revenue, less state aid	Impact Positive
- Special education headlee adjustment received in January and February	Positive
- Student count increase due to enrollment at ECA. Increase ECA enrollment, increased ECA costs	Positive/Negative
- WEOC enrollment count finalized in January which increased tuition costs	Negative
- Psych was budgeted at beginning of year. Just recently filled.	Positive
- Para/Teacher sub costs allocated to address specific locations	Net \$0
- Title I modifications	Net \$0

TO: Sean McNatt, Superintendent

FROM: Adam Blaylock, Director of Human Resources

DATE: April 3, 2019

SUBJECT: Teacher Tenure Recommendations
Probationary Teacher Recommendations

The building administrators have recommended the following teachers to be continued probationary for the 2018-2019 school year. There are twelve teachers being recommended for Tenure.

Teacher Tenure Recommendations

Building	Last Name	First Name	Hire Date	Tenure Eligibility Date	Notes
Childs	Angel	Laura	3/21/2017	3/21/2019	Recommended for Tenure (Previously Tenured)
LMS	Bones	Joseph	10/14/2016	10/14/2018	Recommended for Tenure (Previously Tenured)
LMS	Bryant	Julia	2/27/2017	2/27/2019	Recommended for Tenure (Previously Tenured)
Model	Churchville	Jody	10/21/2013	10/21/2019	Recommended for Tenure
Bishop	Heredia	Cristina	8/27/2014	8/27/2019	Recommended for Tenure
LHS	Jackson	Teresa	8/28/2017	8/28/2019	Recommended for Tenure (Previously Tenured)
LHS	Jurk	Andrea	8/28/2017	8/28/2019	Recommended for Tenure (Previously Tenured)
LMS	Kopytko	Nancy	8/28/2017	8/28/2019	Recommended for Tenure (Previously Tenured)
LMS	Korpusik	Nicole	8/28/2017	8/28/2019	Recommended for Tenure (Previously Tenured)
Childs	Mullins	Puja	1/28/2015	1/28/2020	Recommended for Tenure
LMS	Sharp	Steven	1/9/2018	1/9/2020	Recommended for Tenure (Previously Tenured)

Probationary Teacher Recommendations

Building	Last Name	First Name	Hire Date	Tenure Eligibility Date	Notes
Bishop	Guck	Gretchen	8/30/2017	8/30/2022	5 year requirement
Bishop	Bens	Mercedes	8/29/2018	8/29/2023	5 year requirement
Bishop	Lewandowski	Rachel	9/11/2017	9/11/2022	5 year requirement
Bishop	Warner	Lauren	8/28/2017	8/28/2022	5 year requirement
Bishop	Swiden	Nicole	1/16/2018	1/16/2023	5 year requirement
Bishop	Williamson	Michaela	1/7/2019	1/7/2024	5 year requirement
Bishop	Ziemba	Melanie	1/23/2017	1/23/2022	5 year requirement
Brick	Ranusch	Tori	4/2/2018	4/2/2023	5 year requirement
Brick	Harmon	Shawn	4/30/2018	4/30/2023	5 year requirement
Childs	Erdenejargal	Katherine	9/5/2017	9/5/2022	5 year requirement
Childs	Moore	Katlin	8/12/2018	8/12/2023	5 year requirement
Childs	Rickle	Anthony	8/12/2018	8/12/2023	5 year requirement
Childs	Shubin	Elizabeth	2/11/2017	2/11/2022	5 year requirement
Childs	Trela	Jessica	12/6/2018	12/6/2023	5 year requirement
LHS	Catalfio	Sarah	12/4/2017	12/4/2022	5 year requirement
LHS	Contreras	Gretchen	8/28/2017	8/28/2022	5 year requirement
LHS	Huang	Joey	11/9/2015	11/9/2020	5 year requirement
LHS	Jalilevand	Meg	8/26/2016	8/26/2021	5 year requirement
LHS	Johnson	Robert	8/28/2017	8/28/2022	5 year requirement
LHS	Maher	Dustin	8/29/2016	8/29/2021	5 year requirement
LHS	Malott	Zachary	8/28/2017	8/28/2022	5 year requirement
LHS	Pryce	Steven	8/29/2016	8/29/2021	5 year requirement
LHS	Roe	Richard	3/7/2016	3/7/2021	5 year requirement
LHS	Rosa	Dominic	1/24/2018	1/24/2023	5 year requirement
LHS	Seng	Desiree	4/10/2017	4/10/2022	5 year requirement
LHS	Smith	Savannah	9/27/2016	9/27/2021	5 year requirement
LMS	Curtin	Emileigh	8/29/2016	8/29/2021	5 year requirement
LMS	Mikel	Nicole	2/5/2018	2/5/2023	5 year requirement
LMS	Smith	Jessica	9/9/2018	9/9/2023	5 year requirement
LMS	Yaroch	Shannon	8/28/2017	8/28/2022	5 year requirement
Model	Hinton	Dawn	1/15/2016	1/15/2021	5 year requirement
Model	Rivera	Cheryl	12/18/2017	12/18/2022	5 year requirement
Model	Schulenburg	Theresa	2/9/2017	2/9/2022	5 year requirement



WASHTENAW INTERMEDIATE SCHOOL DISTRICT
Contracted Services Agreement

This agreement is made this 1st day of April 2019, by the **Lincoln Consolidated School District** located at 8970 Whittaker Road, Ypsilanti, MI 48197. ("District") and **Washtenaw Intermediate School District**, located at 1819 South Wagner Road, Ann Arbor, MI 48103 ("WISD")

It is the intention of the parties hereto to enter an Agreement defining the nature and extent of the duties to be performed by the Contractor, the place where the services are to be performed and the time limitation on the performance of the duties.

SECTION I – Scope of Services

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than **July 1, 2019**, and end **June 30, 2020**.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Duty 1: Provide nursing services to the Lincoln Consolidated Schools.

Duty 2: Complete related documentation.

Duty 3: Work with specific students and classrooms as assigned by the District's special education director.

WISD agrees to provide a nurse for the maximum of **185 days at 1.0 FTE**. The contractual period shall be consistent with the needs of the District's program and agreed to by the District and WISD, and may be subject to change based on the new requirements established through annual collective bargaining. The days of service within the school work year shall be determined by the District's approved calendar. Flexibility of days and hours worked in the District shall be as determined by the joint agreement of the District Superintendent and the WISD Superintendent. Flexibility of scheduling shall maintain the minimum contractual number of hours per week within the contracted calendar work year.

Nursing services shall be carried out in a competent and professional manner and shall be at the direction of the District Superintendent when performing within District time and responsibilities. Problem arising in conjunction with the provisions of the this contract or with the nurse shall be resolved through mutual action of the superintendent from the District and WISD.

1. WISD expects the support of the District administration in implementing any recommended system/process change.

2. WISD shall provide, at the request of the District administration, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete the full performance of WISD's duties as described.

SECTION II - Compensation

WISD shall receive the estimated sum of **\$9,710.00** for the services received through the provision of this contract, which may be subject to change based on new requirements established through annual collective bargaining. WISD shall submit an invoice describing the services for part payment of the contract price at least twice per year. (The financial arrangements are set forth in **Attachment A**).

The District does hereby agree as follows:

1. The above consideration for WISD's services is based on the time reasonably expended by WISD to complete the tasks herein above described and is based on the actual salaries and fringe benefits for staff primarily assigned to the District.
2. The District retains WISD only for the purposes and to the extent set forth in this Agreement and WISD's relationship to the District shall during the life of this agreement be that of an independent contractor. As such, the District agrees that WISD shall be free to dispose of such portion of its staff's entire time, energy, skill during regular business hours that its not obligated to devote to the District in such manner as WISD sees fit. WISD shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions pertaining to or in connection with any fringe, pension, bonus, or similar benefits for the District's regular employees. The District will not withhold or pay any sums, state, federal or local taxes, FCIA, Michigan School Employees Retirement, MESC insurance, or workman's compensation insurance, and WISD agrees to hold the District harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by WISD in accordance with its professional judgement.
3. The District agrees that WISD shall have access to the District premises at such time as is necessary for WISD to perform the above-described tasks.
4. The District agrees to promptly pay the invoices submitted by the WISD upon verification of the rendering of the services and within 30 calendar days from receipt in the District Business Office.

SECTION III – Other Considerations

1. In the event of a salary increase for all Unit II staff, contractor rate would increase commensurate to Unit II staff.
2. Should the local district require a substitute nurse at any time, additional expenses incurred by WISD for nurse substitute will be charged back to the district.
3. Travel costs associated with this Contract will be paid by the WISD at a rate to be determined by the WISD and will be included in the cost of this contract. All mileage charges will not be in excess of the IRS-determined mileage reimbursement rate.
4. Parties of this agreement intend to operate pursuant to the terms of this agreement for a period of at least one year. The agreement may be terminated by either party, provided that the party seeking to terminate this agreement notifies the other party in writing at least sixty (60) days prior to the June termination

date. The District and WISD agree to meet at least thirty (30) days prior to the termination of the contract to determine continuance and/or modification of the contract and its provisions. By mutual agreement, the terms may be extended for an additional year. The work done by WISD shall be to the satisfaction of the District, but the District acknowledges that WISD will need time to become acquainted with the District's operations/programs and make any necessary changes and recommendations. If the District has concerns regarding the performance of this contract, the District and WISD agree to work together to remedy the situation in order to foster a positive working relationship and effective contractual agreement. If WISD feels it cannot satisfactorily meet the requirements of this contract due to actions or inaction on the part of the District, WISD may cancel this contract. The cancellation must be in writing and must be rendered at least 30 days prior to the effective date of cancellation.

5. The District may modify the duties of the Contractor as above described, but such change shall not be a substantial alteration of the Contractor's duties, nor can such change be made without the input and approval of the Contractor.

SECTION IV – Insurance Coverage

The District and WISD will maintain at their own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 each accident;
2. Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence, \$1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

WISD and the District understand that their respective liability insurance policies may not afford any coverage to each other for any work associated with this contract. Therefore, both parties agree to hold each other harmless 1) for any sum related to the cost of liability insurance, 2) from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and 3) from any associated attorney fees, arising out of the performance of the work described in Section I. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.

SIGNATURES

The District acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

Agreed to on _____, 2019

Sean McNatt, Superintendent
Lincoln Consolidated Schools

DATE _____

WISD, Department Head

DATE _____

WISD, Superintendent

DATE _____

Attachment A
3.30.19

**Salary Computation
for
Washtenaw Intermediate School District
and Lincoln Consolidated Schools**

Nurse 2019-20 School Year

		<u>100%</u>		
Salary (estimate)		86,887		
Benefits (estimate)		16,828		
FICA	7.65%	6,647		
Retirement	39.91%	32,059		
Contracted Services		-		
TOTAL		<u>142,421</u>	<u>142,421</u>	
Add:	Indirect rate (2017-18 rate)	11.22%	<u>15,980</u>	
			158,400	
Less:	Estimated Section 51a Reim- bursement from the State	-28.6138%	(45,324)	(45,324)
Net amount (August - June)			<u>97,096</u>	
Less:	Noncenter reimbursement @	-90% (estimate)	<u>(87,387)</u>	
Net contract amount			<u><u>9,710</u></u>	

Note: Do not report the expense of this contract on either the state Special Education Cost Report (SE 4096) or on the WISD Non-Centralized estimated cost form you send to the ISD.

LINCOLN CONSOLIDATED SCHOOLS PERSONNEL TRANSACTIONS SUMMARY

ACTION ITEMS

<u>Name</u>	<u>Building/Position</u>	<u>Effective Date</u>	<u>Status</u>	<u>Major/Step</u>
Nancy Soule	Noon Supervisor/LHS	4/8/2019	New Hire	
Nicole Guyton (Tundis)	Bus Aide/Transportation	4/9/2019	Name Change	
Lisa Genoa	SE Teacher/Model	4/25/2019	Resignation	
James Wilson	Bus Aide/Transportation	4/11/2019	New Hire	
Louis Dumas	Driver/Transportation	4/15/2019	Re-hire	
Brandy Vires	Noon Supervisor/Brick	3/14/2019	Resignation	

<u>Name</u>	<u>Position/Building</u>	<u>Return to Work Date</u>	<u>Status</u>	<u>Approved/Not Approved</u>
Katie Erdeneiargal	Teacher/Childs	6/30/2019	FMLA	Approved