



I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Approval of the Agenda

V. Superintendent Report

- A. Shining Stars
- B. Bond/Health Occupation & Scranton STEAM

VI. Call to the Public for action items only

VII. For Action

A. Regular Meeting Minutes of November 22, 2021	Report 21-160	Page 5
B. Special Meeting Minutes of December 7, 2021	Report 21-161	Page 9
C. Call for January 2022 Organizational Meeting	Report 21-162	Page 12
D. Neola Policies, second reading	Report 21-163	Page 13
E. ETS Policy	Report 21-164	Page 46
F. MDOT Master Agreement	Report 21-165	Page 48
G. Graphics Equipment	Report 21-166	Page 86
H. 2019 – Bond Program – Phase Three – Contract Award ..	Report 21-167	Page 100

VIII. For Future Action

A. New Course Proposals for 2022-23	Report 21-168	Page 105
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IX. Call to the Public continued for non-action items

X. Board Committee Reports/ Board of Education Bulletins

XI. Regular/Organizational Board Meeting, Monday, January 10, 2022 at 7PM.

XII. Adjournment

BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021

Shining Star – It is a great honor to nominate the cast of Hilton Musical Theatre: Rides in Wonder. This incredible group of children has been preparing for their performance since March of 2020. They finally took their talent and heart to the stage on November 12 and 13. We are here tonight to not only celebrate their talent but honor their commitment, perseverance, flexibility, and optimism.

Nominated by: Mary Beane, Cody Alexander, Kelsey Corrigan

Maltby Sixth Graders:

Charlotte Genei
Avery Willim
Reagan Buddie
Kayden Reynolds
Holland Dorothy Urbain
Morgan Irrer
Lilly Precht
Bailey Atkin
Lucas Kahn
Garrett Cole
Caitlin Geinzer
Sheila Beane
Lily Simpson

Maltby Fifth Graders:

Andrew Murray
Gabriella Hill
C.C. Carlson
Cecilia Rodriguez
Emma Farrugia
Elliott Borg
Nomar Ruiz

Hilton Fourth Graders:

Reese Buddie
Brendan Geinzer
Isabella Havely
Ashlee Kator
Jackson Irrer
Jack Pontoni
Elbie Piskorowski
Grayson Irrer
Olivia Minchey
Ellie Kummer
Jillian Shebak

Hilton Third Graders:

Ariah Hill
Sage Reynolds
Emma Beane

Hilton Second Grader:

Brooks Borg



***B.A.S. 2021-2022 Fall Student Athlete
Shining Star Recipients & Program Notes***

1.) Girl's Golf – Finished 4th in the State of Michigan.

Coached by Mr. Paul Parsell

State Finals Team

Lauren Forcier, So.

Amelia Gatti, Jr., (Honorable Mention All State)

Anelise Gatti, Fr.

Madison Martens, So.

Abbie Pietila, So. , (Honorable Mention All State)

2.) Girl's Swim & Dive – Finished 3rd in the State of Michigan, KLAA West Co-Champions.

Coached by Mr. Jason Black.

State Finals Team

Sage Bissett, So, 50 Free, 10th, 100 Free, 25th

Anna Bodyl, Sr., 100 Backstroke, 11th

Ola Bodyl, 200 IM, 12th, 100 Breaststroke, 22nd

Annika Geyer, Jr., 100 Butterfly 4th, (All State), 500 Free, 4th, (All State)

Grace Gray, Fr., 200 IM 17th, 100 Breaststroke 29th

Jordyn Libler, Sr., 200 IM 4th, (All State), 100 Breaststroke 3rd, (All American/All State)

Victoria Schreiber, Jr., 500 Free, (**State Champion**), (All State), 200 Free, 4th (All State)

Drue Thielking, Sr., 200 IM, 7th (All State), 100 Breaststroke 5th (All State)

200 Medley Relay – 6th (All State) – Anna Bodyl, Annika Geyer,

Jordyn Libler, Drue Thielking

200 Free Relay – 7th (All State) – Sage Bissett, Grace Gray, Annika Geyer, Victoria Schreiber

400 Free Relay – 5th (All State) – Sage Bissett, Jordyn Libler,

Victoria Schreiber, Drue Thielking

***B.A.S. 2021-2022 Fall Student Athlete
Shining Star Recipients & Program Notes***

3.) Girls Cross Country –M.H.S.A.A. Regional Champions & State Finals Qualifying Team, Finished 7th place in the State of Michigan. Coached by Ms. Kristi Matuszewski

State Finals Team

- Elle Bissett, Fr., 80th
- Katie Carothers, Sr., 27th, (All-State)
- Nikki Carothers, So., 61st
- Carrigan Eberly, So., 44th
- Amelia Kashian, Jr., 73rd
- Megan Kowalski, So., 79th
- Ellie Stark, Sr., 112th
- Emilee Balzer, So. Alternate
- Gabrielle Bolitho, So., Alternate
- Stella Farmer, Jr., Alternate
- Audrey Haus, Fr. Alternate
- Amanda Simon, Jr., Alternate

4.) Boys Cross Country – K.L.A.A. Conference Champions, M.H.S.A.A. Regional & Division 1 State Champions. Coached by Mr. Chris Elsey

State Finals Team

- Jack Campbell – SR – 32nd
- Risto Crouse, Sr., 161st
- Quinn Cullen, 6th (All State)
- Tyler Langley, So., 45th
- Brady Matuszewski – Jr., 151st
- Lucas Seng, Sr., 36th
- Dylan White, Jr., 97th
- Luke Campbell, So., Alternate
- Bode Cooper, So., Alternate
- Ashton Krill, Sr. Alternate
- Elijah Forbord, Fr., Alternate
- Nathan Moskal, So., Alternate
- Tyler Outlaw, Fr. Alternate

Fall Brighton Athletics Notes:

Equestrian – District Reserve Champions & Regional Qualifiers

Football – 4-5 in the KLAA

Boys Soccer – Overall record of 10-5-3, 3rd in KLAA West

KLAA Boys Tennis – 7th place in the KLAA West

Volleyball – M.H.S.A.A. District Champs & Regional Finalist

Classroom Performance – 78.% of all High School Student athletes achieved Scholar

Athlete Status - (3.0 or above GPA)

BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021

Report #21-160

For Action

Subject:

Board of Education Meeting Minutes

Recommendation:

That the Board of Education approve the regular meeting minutes as presented.

Rationale:

Facts/Statistics:

District Goal Addressed:

- ☒ Communication
- ☐ Fiscal Integrity
- ☐ Student Achievement

Motion

Moved by:

Supported by:

To approve the meeting minutes of November 22, 2021 as presented.

Voice Vote:

☐ Ayes

☐ Nays



Brighton Area Schools

Brighton Board of Education
Regular Meeting
BECC Building
125 South Church Street
Brighton, Michigan 48116

November 22, 2021
7:00 PM

Minutes

I. Call to Order

President Myers called the meeting to order at 7:05 PM.

II. Pledge of Allegiance

President Myers led the board in the pledge of allegiance.

III. Roll Call

Members present: Ken Stahl, Secretary, Dr. Angela Krebs Treasurer, Laura Mitchell, Trustee, John Conely, Trustee, Roger Myers, President, (conference called in) Bill Trombley, Trustee and 1 absent - Alicia Reid, Vice President. Also present: Dr. Matthew Outlaw, Superintendent of Schools, Michael Engelter, Assistant Superintendent of Finance, Liz Mosher, Assistant Superintendent of Curriculum, Chad Scaling, Executive Director of Human Resources, Starr Acromite, Recording Secretary, staff, press and visitors, 1 absent - Liz Mosher, Assistant Superintendent of Curriculum.

IV. Approval of Agenda

Motion: To approve the agenda as presented.

Moved by: Mitchell

Supported by: Krebs

Voice vote: 6 ayes, 1 absent – Alicia Reid.

V. Superintendent Report

A. Shining Star - The following BHS students received the Shining Star Award.

Gabe Benjamin

Gabe Bilderbeck

Jordan Blades

Joel Meredith

Kaleb Douglass

Devin Harbert

Drew White

These young men are a part of Mr. Andy Doupe's class. With the direction of Mr. Doupe, these young men are responsible for taking care of our American Flag at BHS. Whenever the call from the President or Governor comes for lowering the flag, Mr. Doupe receives a copy. At any given time 2 or 3 of these students then take the necessary steps to lower our flag. They keep track of the time frame that the flag is lowered and then again raise it back to its full staff. We should all be proud of these students and recognize the very important job that they do for Brighton High School.

B. The Bridge – Colleen Deaven, Principal announced the school won the Michigan College Access Networks Marina Award.

C. COVID 19 Protocols – Dr. Outlaw provided an update on the mitigation strategies implemented to help reduce the amount of quarantines/exclusions at the elementary level. Trustee Conely remarked on covid, quarantines and exclusions.

VI. Call to the Public for action items only

The following public participants below addressed the board on these topics; Quarantine, exclusion protocols and school closure. Jane Donovan Clark, Elizabeth Johnson, Susan Topoleski, Anna Gibson, Anna Pennala and Heidi Kiilunen.

VII. For Action

- A. Motion: To approve the regular meeting minutes of October 25, 2021 as presented.
Moved by: Stahl
Supported by: Krebs
Voice vote: 6 ayes, 1 absent – Alicia Reid.
Motion carried.
- B. Motion: To approve the special meeting minutes of November 8, 2021 as presented.
Moved by: Stahl
Supported by: Krebs
Voice vote: 5 ayes, 1 abstention– Laura Mitchell, 1 absent – Alicia Reid.
Motion carried.
- C. Motion: That the board approve to relinquish the Title III, Part A Immigrant students as presented.
Moved by: Mitchell
Supported by: Conely
Voice vote: 6 ayes, 1 absent – Alicia Reid.
Motion carried.
- D. Motion: To adopt the second semester Schools of Choice Program as presented.
Moved by: Conely
Supported by: Mitchell
Voice vote: 6 ayes, 1 absent – Alicia Reid.
Motion carried.
- E. Motion: To approve the Annual Summer Tax Resolution as presented.
Moved by: Stahl
Supported by: Krebs
Voice vote: 6 ayes, 1 absent – Alicia Reid.
Motion carried.
- F. Motion: To accept with appreciation the donation of “Change for Kids” in the amount of \$3,000.00 from The State Bank as presented.
Moved by: Mitchell
Supported by: Krebs
Voice vote: 6 ayes, 1 absent – Alicia Reid.
Motion carried.
- G. Motion: To approve the purchase of STEAM Education Equipment with a not to exceed amount of \$571,808.50 as presented.
Moved by: Conely
Supported by: Stahl
Voice vote: 6 ayes, 1 absent – Alicia Reid.
Motion carried.

- H. Motion: Indoor practice facility/To approve 2019 Bond Program – Phase Three– Contract Awards as presented and to postpone the C & M Associates athletic equipment purchase for \$617,000.
Moved by: Stahl
Supported by: Conely
Voice vote: 6 ayes, 1 absent – Alicia Reid.
Motion carried.
Board discussion took place on the process of utilizing additional contingency funds.
- I. Motion: To approve entering into a trade contract with a not to exceed amount of \$139,875 as presented.
Moved by: Stahl
Supported by: Conely
Voice vote: 5 ayes, 1 nay – John Conely, 1 absent – Alicia Reid.
Motion carried.
- J. Motion: That the Brighton Board of Education direct the BAS administration to apply the current secondary close contact protocols to all schools within the district.
Moved by Conely to withdraw the motion on this item pending review by the districts legal council and place on the December 13 agenda for consideration.
- K. Motion: That the Brighton Board of Education adopt the nonbinding resolution as presented.
Moved by: Conely
Supported by: Stahl
Voice vote: 6 ayes, 1 absent – Alicia Reid.
Motion carried.

VIII. **For Future Action**

- A. Neola Policies, first reading - These policies will be placed on the December 13, 2021 agenda for board consideration.
- B. MDOT Master Agreement – This item was presented to the board for information.
- C. Graphics Equipment – This item will be placed on the December 13, 2021 agenda for board consideration.
- D. ETS Policy – This policy regarding OSHA's Emergency Temporary Standard (ETS) that would require mandatory vaccinations or weekly testing for all employees was presented for information in the event that the District is required to be in compliance.

IX. **Call to the Public continued for non-action items**

The following public participants below addressed the board on these topics; Masks, school closures, exclusion policy, quarantine, covid testing, virtual learning, social, emotional learning (SEL) and parent choice. Brandon Mikus, Sheila Happle, Anne Patterson, Christine Laginess, Nicole Cullers, Jennifer Smith, Wes Nakagari, Eva Helminen, Nick Shelton, Dr. Angela Krebs Treasurer read aloud a letter on behalf of Christina Kafkakis.

X. **Board Committee Reports/Board of Education Bulletins**

Trustee Conely shared a letter of concern from a parent regarding their frustration with virtual learning and quarantines. President Myers reported on attending the Delegate Assembly.

XI. **Regular Meeting, Monday, December 13, 2021 at 7PM.**

XII. **Adjournment**

President Myers adjourned the meeting at 10:40 PM.

BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021

Report #21-161

For Action

Subject:

Board of Education Special Meeting Minutes

Recommendation:

That the Board of Education approve the special meeting minutes as presented.

Rationale:

Facts/Statistics:

District Goal Addressed:

☒ Communication
☐ Fiscal Integrity
☐ Student Achievement

Motion

Moved by:

Supported by:

To approve the special meeting minutes of December 7, 2021 as presented.

Voice Vote:

☐ Ayes

☐ Nays



Brighton Board of Education
Special Meeting
BECC Building
125 South Church Street
Brighton, Michigan 48116

December 7, 2021
7:00 PM

Minutes

I. Call to Order

President Myers called the meeting to order at 7:01 p.m.

II. Pledge of Allegiance

President Myers led the board in reciting the pledge of allegiance.

III. Roll Call

Members present: Roger Myers, President, Dr. Angela Krebs, Treasurer, Alicia Reid, Vice President, Ken Stahl, Secretary, John Conely, Trustee, Laura Mitchell, Trustee and (conference called in) Bill Trombley, Trustee. Also present: Dr. Matthew Outlaw, Superintendent of Schools, Starr Acromite, Recording Secretary, students, staff, press and visitors.

A moment of silence was observed to remember the Oxford Community schools victims.

IV. Approval of the Agenda

Motion: To approve the agenda as presented.

Moved by: Reid

Supported by: Krebs

Voice vote: 5 ayes, 2 nays - Conely and Trombley.

Motion carried.

V. Call to the public

The following public participants below addressed the board on the mask usage and mandate; Nick Moskal, Mark Burnham, Emma Johnson, Jody Sharp, Katie Mitchell, Caitlyn Perry Dial, Holly Austin, Valentin Dumitrescu, Nicole Cullars, Jessica Garcia, Janice Karlovich Foster, Anna Pennala, Sabrina Mertes, Tarah Lagler, Christina Kafkakis, Maureen Theodore, Jennifer Smith, Elizabeth Johnson, Jenny Sobolevski, Jennifer Marks, Dean Ditto, Lisa Alamat, Ben Grifhorst, Heidi Gates, Susan Topoleski, David Fenech, Joanna Vantaiam, Rebecca Skoczylas, Yvonne Black, Jason Ringuette, Brian Walker, Anna Gibson, Ken Joukman, Kayleigh Frederick, Eva Helminen, Kailey Hegle, Mirullia Morneault, Alisa Davis Hilary Feister-Bell, Andy Storm, Sarah Cross, Joel Nagel,

Denise O'Connell, Jane Donovan, Brandon Mikus, Kelli Uphaus, Leslie Dinkelman, Kim Simon, Joshua Reynolds, Ann Sisty-Reynolds, Cody Husmann, Lisa Cheresko and Stacy, Thomas Storm.

President Myers recessed the meeting for a ten minute break at 9:53 PM. The meeting reconvened at 10:04 PM.

President Myers stated that two board members called for the special meeting regarding the mask resolution. Dr. Outlaw reported on mitigation strategies and cases in the district. In a formal, lengthy discussion board members specifically addressed the masking subject and options concerning mandates.

VI. Masking Resolution

In light of the Board's responsibility to provide for the safety and welfare of the district's students, as acknowledged in Board Policy 0122, the Board directs the Superintendent to use the authority granted in Policy 5325 (giving the Superintendent the authority to adopt administrative guidelines regarding control of the transmission of casual contact communicable diseases in schools) and 8450.01 (giving the Superintendent the authority to adopt guidelines for the use of facial coverings when there is elevated risk of transmission of communicable disease) to adopt administrative guidelines and take all other steps necessary to immediately implement the Michigan Department of Health and Human Services' (MDHHS) recommendation of November 19, 2021, for the use of facial coverings in all indoor settings until the earlier of: (1) the date MDHHS revises this recommendation, (2) the COVID-19 Risk level for Livingston County as reported on the MI Safe Start map (found at [mistart map.info](http://mistart.map.info)) is Moderate or lower, or (3) January 8, 2022. Any guidelines or other steps taken by the Superintendent will be subject to the exclusions and waivers set forth in Policy 8450.01.

Motion: To approve the resolution as presented.

Moved by: Reid

Supported by: Krebs

Motion withdrawn by Vice President Reid.

Amendment to Masking Resolution

Motion: To amend the resolution to mandate masks for students in the Tot Spot program (2 years old) through grade 6, with a December 13th start date until two weeks after holiday break.

Moved by: Krebs

Supported by: Reid

Voice vote: 3 ayes, 4 nays - Myers, Stahl, Conely and Trombley.

Motion failed.

President Myers adjourned the meeting at 11:22 PM.

**BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021**

Report #21-162

For Action

Subject:

Call for Annual Organizational Meeting

Recommendation:

It is recommended that the board call for the Annual Organizational Meeting for Monday, January 10, 2022 at 7:00 p.m. in the Board Room at the BECC Building, 125 S. Church Street, Brighton, MI 48116.

Rationale:

Facts/Statistics:

Each year the Board of Education is required to hold an annual organizational meeting.

District Goal Addressed:

- ☒ Communication
- ☐ Fiscal Integrity
- ☐ Student Achievement

Motion

Moved by:

Supported by:

To call for the Annual Organizational Meeting for Monday, January 10, 2022 at 7:00 p.m. in the Board Room at BECC, 125. S. Church Street, Brighton MI.

Voice Vote:

- ☐ Ayes
- ☐ Nays

BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021
Report #21-163

For Action

Subject:

Neola Policies, second reading

Recommendation:

Rationale:

NEOLA Policy updated summary provided on each of the policies below.

Facts/Statistics:

District Goal Addressed:

☒ Communication
☐ Fiscal Integrity
☐ Student Achievement

Motion

Moved by:

Supported by:

To approve Neola policies 0100, 0167.3, 3120, 5114, 6152, 7450, 8310, 8320, 8330 and 7230 as presented.

Voice Vote:

☐ Ayes
☐ Nays

Book	Policy Manual
Section	Vol. 36, No. 1 - September 2021
Title	Vol. 36, No. 1 - September 2021 Revised DEFINITIONS
Code	po0100
Status	Future Action
Adopted	January 27, 2003
Last Revised	October 28, 2021

0100 - **DEFINITIONS**

Whenever the following items are used in these () bylaws and policies (X) 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.

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.

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.

Personal Communication Devices

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

Policy

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

President

The chief executive officer of the Board of Education. (See Bylaw 0171.1)

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.

Secretary

The chief clerk of the Board of Education. (See Bylaw 0171.3)

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. Consistent with Board policies and 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.

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 0171.4)

Vice-President

The Vice-President of the Board of Education. (See Bylaw 0171.2)

Voting

A vote at a meeting of the Board of Education. Except to accommodate the absence of any member of the Board due to military duty or for any other purpose permitted by law, 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.

Book	Policy Manual
Section	Vol. 36, No. 1 - September 2021
Title	Vol. 36, No. 1 - September 2021 Revised PUBLIC PARTICIPATION AT BOARD MEETINGS
Code	po0167.3
Status	Future Action
Adopted	January 27, 2003
Last Revised	October 28, 2021

0167.3 - **PUBLIC PARTICIPATION AT BOARD MEETINGS**

The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on District matters.

To permit fair and orderly public expression, the Board shall provide a period for public participation at public meetings of the Board and publish rules to govern such participation in Board meetings and in Board committee meetings. The rules shall be administered and enforced by the presiding officer of the meeting.

The presiding officer shall be guided by the following rules:

A. Public participation shall be permitted

☒ as indicated on the order of business.

☐ before the Board takes official action on any issue of substance.

☐ at a time as determined by the presiding officer.

B. Anyone with concerns related to the operation of the schools or to matters within the authority of the Board may participate during the designated public participation portion(s)~~public portion~~ of a meeting.

C. ☒ Attendees must register their intention to participate in the public participation portion of the meeting

☒ upon their arrival at the meeting.

☐ within two (2) business days before the meeting.

☐ within _____ business days before the meeting.

[DRAFTING NOTE: The time line for registration should be reasonably determined in consideration of the posting of the meeting agenda and should be consistently applied.]

D. ☒ Individuals may not register others to speak during public participation.

E. ☒ Participants must first be recognized by the presiding officer

☒ and will be requested to preface their comments by an announcement of their name, school district of residence, and complete in full the information requested on the public participation card.;

☐ address;

☐ group affiliation, if and when appropriate.

F. ☒ Each statement made by a participant shall be limited to three (3) minutes duration.

G. (**X**) During the portion of the meeting designated for public participation, no participant may speak more than once. ~~on the same topic unless all others who wish to speak on that topic have been heard. No participant may speak more than once.~~

H. (**X**) Participants shall direct all comments to the Board and not to staff or other participants.

I. (**X**) The presiding officer may:

1. (**X**) interrupt, warn, or terminate a participant's session when they make comments that are repetitive, obscene, and/or comments that constitute a true threat (i.e., statements meant to frighten or intimidate one (1) or more specified persons into believing that they will be seriously harmed by the speaker or someone acting at the speaker's behest); ~~prohibit public comments which are frivolous, repetitive, or harassing;~~
2. (~~X~~) ~~interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;~~
3. (**X**) request any individual to stop speaking and/or leave the meeting when that person behaves in a manner that is disruptive of the orderly conduct and/or orderly progress of the meeting;
4. (**X**) request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
5. (**X**) call for a recess or an adjournment to another time when the lack of public decorum so interferes with the conduct and/or orderly conduct of the meeting as to warrant such action;
6. () waive these rules.

() with the approval of the Board when necessary for the protection of privacy or the administration of the Board's business.

J. () The portion of the meeting during which the participation of the public is invited shall be limited to _____ minutes, but the timeframe will be extended, if necessary, so that no one's right to address the Board will be denied.

[**X**] The Board may permit individuals to attend meetings remotely through live broadcast; however, public participation will be limited to those who are in attendance at the meeting site only. The Board is not responsible for any technology failures that prevent or disrupt any individual from attending remotely.

OR

[] The Board permits individuals who attend meetings remotely to participate in public participation, subject to the same rules that apply to individuals who attend in person. The Board is not responsible for any technology failures that prevent or disrupt any individual from attending and/or participating remotely.

Audio~~Tape~~ or video recordings are permitted subject to the following conditions:

- A. No obstructions are created between the Board and the audience.
- B. No interviews are conducted in the meeting room while the Board is in session.
- C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.

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Legal

M.C.L. 15.263(4)(5)(6), 380.1808

Last Modified by Chad Scaling on November 5, 2021

Book	Policy Manual
Section	Vol. 36, No. 1 - September 2021
Title	Vol. 36, No. 1 - September 2021 Revised EMPLOYMENT OF PROFESSIONAL STAFF
Code	po3120
Status	Future Action
Adopted	January 27, 2003
Last Revised	October 28, 2021

3120 - **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:

- A. (☒) Teacher
- B. (☒) Social Workers
- C. (☒) Counselors
- D. (☒) School Nurse
- E. (☒) School Psychologist
- F. (☒) Educational Administrative Employees
- G. () _____

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.

[☐] 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.

[X] 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.

[X] 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.

[X] 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.

[X] 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 as otherwise permitted by law.~~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, 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 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.~~

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;~~
- 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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Legal M.C.L. 380.1229 – 1231, 380.1233, 380.1233b, 380.1237, 380.1531d, 380.623
R 390.1105

Last Modified by Chad Scaling on November 5, 2021

Book	Policy Manual
Section	Vol. 36, No. 1 - September 2021
Title	Vol. 36, No. 1 - September 2021 Revised COST PRINCIPLES - SPENDING FEDERAL FUNDS
Code	po6114
Status	Future Action
Adopted	December 12, 2016
Last Revised	April 12, 2021

6114 - **COST PRINCIPLES - SPENDING FEDERAL FUNDS**

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State, and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

Cost Principles

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

- A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal, and other laws and regulations;
3. market prices for comparable goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
5. whether the cost represents any significant deviation from the established practices or Board of Education policy which may unjustifiably increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. the cost is needed for the proper and efficient performance of the grant program;
2. the cost is identified in the approved budget or application;
3. there is an educational benefit associated with the cost;
4. the cost aligns with identified needs based on results and findings from a needs assessment;
5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This standard is met if the cost: is incurred specifically for the Federal award; benefits both the Federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; and is necessary to the overall operation of the District and is assignable to the Federal award in accordance with cost principles mentioned here.

- B. Conform to any limitations or exclusions set forth in the cost principles in Part 200 or in the terms and conditions of the Federal award.
- C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.
- D. Be accorded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost under another award.
- E. Be determined in accordance with generally accepted accounting principles.
- F. Be representative of actual cost, net of all applicable credits or offsets.

The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relating to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

- G. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
- H. Be adequately documented:
 - 1. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant-funded programs to assure that only permissible personnel expenses are allocated;
 - 2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.
- I. Be incurred during the approved budget period.

The budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to carry out authorized work and expend the funds awarded, including any funds carried forward or other revisions pursuant to the law. Prior written approval from the Federal awarding agency or State pass-through entity may be required to carry forward unobligated balances to subsequent budget periods unless waived.

Selected Items of Cost

The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District, and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

The following rules of allowability must apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity.
- D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR 200.436 and 2 CFR 200.465.

- E. When approved as a direct cost by the Federal awarding agency or pass-through entity under Sections A-C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- F. If the District is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

Cost Compliance

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs, but may not be double charged or inconsistently charged as both.

Determining Whether a Cost is Direct or Indirect:

- A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the program, etc.). Direct costs may also include capital expenditures if approved by the Federal awarding agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than \$5,000.

- B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.
2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Michigan Department of Education (MDE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

Equipment and other capital expenditures are unallowable as indirect costs.

Timely Obligation of Funds

Financial obligations are orders placed for property and services, contracts and subawards made, and similar transactions that require payment. This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.

The following list illustrates when funds are determined to be obligated under the U.S. Department of Education ("USDOE") regulations:

If the obligation is for:

- A. Acquisition of property - on the date which the District makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the District - when the services are performed.
- C. Personal services by a contractor who is not an employee of the District - on the date which the District makes a binding written commitment to obtain the services.
- D. Performance of work other than personal services - on the date when the District makes a binding written commitment to obtain the work.
- E. Public utility services - when the District receives the services.
- F. Travel - when the travel is taken.
- G. Rental of property - when the District uses the property.
- H. A pre-agreement cost that was properly approved by the Secretary (USDOE) under the cost principles in 2 C.F.R. Part 200, Subpart E - Cost Principles - on the first day of the project period.

Period of Performance

All financial obligations must occur during the period of performance. Period of performance means the total estimated time interval between the start of an initial Federal award when the District is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one or more funded portions or budget periods. The period of performance is dictated by statute and will be indicated in the grant award notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, financial obligations under a grant may not be made until the application is approved or is in substantially approvable form, whichever is later. In the case of a direct grant, a grantee may use grant funds only for obligations it makes during the grant period, unless an agreement exists with the awarding agency or the pass-through entity (e.g., MDE) to reimburse for pre-approval expenses.

If a Federal awarding agency or pass-through entity approves an extension, or if the District extends under C.F.R. 200.308(e)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal is issued, a distinct Period of Performance will begin.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all financial obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the District shall closely monitor grant spending throughout the grant cycle.

2 C.F.R. 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.431(a), 200.439(b)(2), 200.458

2 C.F.R. 200.474(b)

34 C.F.R. 76.707-.708(a), 75.703

Legal 2 C.F.R. 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.431(a), 200.439(b)(2),
200.458
2 C.F.R. 200.474(b)
34 C.F.R. 76.707-.708(a), 75.703

Last Modified by Chad Scaling on November 5, 2021

Book	Policy Manual
Section	Vol. 36, No. 1 - September 2021
Title	Vol. 36, No. 1 - September 2021 Revised STUDENT FEES, FINES, AND SUPPLIES
Code	po6152
Status	Future Action

6152 - STUDENT FEES, FINES, AND SUPPLIES

Fees

The Board of Education may assess certain charges to students to cover the costs for extra-curricular and noncredit activities. Such charges might be made for expendable items such as magazines, workbook materials, paperback selections, and laboratory supplies and materials for clubs, independent study or special projects, and as well transportation costs and admission/participation fees for District-sponsored trips and activities.

No student, however, shall be deprived of participation in any mandatory school activity or required curriculum activity due to a lack of financial ability to pay and fees will not be charged for such activities. Extra-curricular activities for which fees will be charged may not be used in determining credit or grades in any course.

A fee shall not exceed the combined cost of the service(s) provided and/or materials used. An accurate accounting of all fees collected and all fees expended shall be provided to the Superintendent or his/her designee for each fee based activity at the conclusion of the activity, along with remission of any fees not expended.

Fines

When school property, equipment, or supplies are damaged, lost, or taken by a student, whether in a regular course or extra-curricular offering, a fine will be assessed. The fine will be reasonable, seeking only to compensate the school for the expense or loss incurred.

The late return of borrowed books or materials from the school libraries will be subject to appropriate fines. Failure to pay the fines may result in loss of privileges.

Any fees or fines collected by members of the staff are to be turned in to the Direct Supervisor as soon as possible but not longer than ~~within~~ twenty-four (24) hours after collection.

In the event the above course of action does not result in the fee being collected, the Board authorizes the Superintendent to take the student and/or his/her parents to Small Claims Court for collection.

Supplies

The District will provide all basic supplies needed by the student to complete the required course curriculum. The student and/or his/her family may choose to purchase their own supplies if they desire to have a greater quantity or quality of supplies, or desire to help conserve the limited resources for use by others. The teacher or appropriate administrator may recommend useful supplies for these purposes.

[X] Payment

For convenience to families, the Board may enter into an agreement with one or more credit card/online payment processing vendors to facilitate online payment of fees, fines, and charges. Parents/guardians or students may elect but are not required to make payments online. Vendors will comply with all Board policies and procedures related to confidentiality and security of information transmitted electronically. Payees will be notified of any processing or other nominal fees that may be charged for use of an online payment system before the transaction is completed.

[END OF OPTION]

Students Experiencing Homelessness - McKinney-Vento Act

No fine or fee shall be charged to a student identified as a student experiencing homelessness unless it is determined that the student has the ability to pay the fee or fine and that its imposition does not create a barrier to the student's ability to enroll, or attend school, achieve academic success, or cause the student to be identified as experiencing homelessness. Any dispute regarding a fine or a fee that is imposed shall not delay the student's enrollment or serve as a barrier to enrollment by delaying the transfer of student records to another school or school district if applicable.

Immediate enrollment notwithstanding fines or fees shall be extended to extra-curricular and co-curricular activities as well as to academic programming.

[.] Students experiencing homelessness who are able to pay (.) fees or fines (.) fees or fines and refuse to do so **[END OF OPTION]** may be prohibited from participating in graduation ceremonies until paid. No such student shall be prevented from receiving his/her student records, including diploma if earned, and final transcripts.

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Last Modified by Chad Scaling on November 5, 2021

Book	Policy Manual
Section	Vol. 36, No. 1 - September 2021
Title	Vol. 36, No. 1 - September 2021 Revised PROPERTY INVENTORY
Code	po7450
Status	Future Action
Adopted	December 12, 2016
Last Revised	September 27, 2021
Last Reviewed	October 28, 2021

7450 - **PROPERTY INVENTORY**

As steward of this District's property, the Board of Education recognizes that efficient management and full replacement upon loss requires accurate inventory and properly maintained property records.

The Board shall

☐ conduct a complete inventory

☒ maintain a continuous inventory

of all District-owned equipment

☐ and supplies

☒ annually.

☐ every _____ years. [**specify number; Federal regulations require at least once every two (2) year.**]

☐ at such intervals as will coincide with property insurance renewal.

☒ and Generally Accepted Accounting Principles ("G.A.A.P.") reporting requirements.

For purposes of this policy, "equipment" shall mean a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles which retains its shape and appearance with use, is nonexpendable, costs at least \$5000.00

☐ to replace

☒ as a single unit

and does not lose its identity when incorporated into a more complex unit. When defining supplies for inventory purposes, no items will be counted whose total value is less than \$5000.00. [**The Federal threshold for a supply designation is \$5,000 regardless of length of useful life, however, the District may set an early acquisition cost level for designation as supply. Capital expenditures with a unit cost of \$5,000 or more require prior written approval of the Federal awarding agency or pass-through entity.**]

It shall be the duty of the

☐ Superintendent

☐ Business Manager

☒ Assistant Superintendent of Finance

to ensure that inventories are recorded systematically and accurately and property records of equipment are updated and adjusted annually by reference to purchase orders and withdrawal reports.

[☒] Major items of equipment shall be subject to annual spot check inventory to determine loss, mislocation, or depreciation; any major loss shall be reported to the Board.

[☐] Property records of consumable supplies shall be maintained on a continuous inventory basis.

[☒] The Assistant Superintendent of Finance shall maintain a system of property records which shall show, as appropriate to the item recorded, the:

- A. (☒) description and identification;
- B. (☐) manufacturer;
- C. (☒) year of purchase;
- D. (☒) initial cost;
- E. (☒) location;
- F. (☒) condition and depreciation;
- G. (☐) evaluation in conformity with insurance requirements.

Equipment acquired under a Federal award will vest upon acquisition to the District, subject to the following conditions:

- A. The equipment shall be used for the authorized purposes of the award project during the period of performance or until the equipment is no longer needed for the purposes of the project.
- B. The equipment shall not be encumbered without the approval of the Federal awarding agency or the pass-through entity.
- C. The equipment may only be used and disposed of in accordance with the provisions of the Federal awarding agency or the pass-through entity and Policy 7300 and Policy 7310, and AG 7310.
- D. Property records shall be maintained that include a description of the equipment, a serial number or other identification number, the source of funding for the equipment (including the Federal Award Identification Number (FAIN), title entity, acquisition date, cost of the equipment, percentage of Federal participation in the project costs for the award under which the equipment was acquired, the location, use, and condition of the equipment, and ultimate disposition data, including date of disposal and sale price of the equipment.
- E. A physical inventory of the property must be taken and results reconciled with property records at least once every two (2) years.
- F. A control system shall be developed to provide adequate safeguards to prevent loss, damage, or theft of the property. Any such loss, damage, or theft shall be investigated.
- G. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- H. Proper sales procedures shall be established to ensure the highest possible return, in the event the District is authorized or required to sell the equipment/property.
- I. When original or replacement equipment acquired under a Federal award is no longer needed for the original project/program or for activities currently or previously supported by a Federal awarding agency, and except as otherwise provided by Federal statutes, regulations, or Federal awarding agency disposition instructions, the District shall request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment shall be made in accordance with the provisions of C.F.R. 200.313.

Last Modified by Chad Scaling on November 5, 2021

Book	Policy Manual
Section	Vol. 36, No. 1 - September 2021
Title	Vol. 36, No. 1 - September 2021 Revised PUBLIC RECORDS
Code	po8310
Status	Future Action
Adopted	January 27, 2003

8310 - **PUBLIC RECORDS**

The Board of Education recognizes its responsibility to maintain the public records of this District and to make such records available to residents of Michigan for inspection and reproduction.

The public records of this District include any writing or other means of recording or retaining meaningful content prepared, owned, used, in the possession of, or retained by the District, its Board, officers, or employees, subject to certain exemptions according to the Michigan Freedom of Information Act (FOIA). The District shall not disclose the confidential address of a student or of an employee who has provided proper notice of a participation card issued by the department of the attorney general under the address confidentiality program act.

Any person may make a written request for any public records of the District. The person may inspect, copy, or receive copies of the public record requested. The District shall respond to such requests within five (5) working days after receipt unless otherwise agreed to in accordance with the Freedom of Information Act.

An individual may purchase copies of the District's public records upon payment of a fee. No original public record may be removed from the office in which it is maintained except by a Board officer or employee in the course of the performance of his/her duties. Neither the Board nor its employees shall permit the release of the social security number of an employee, student, or other individual except as authorized by law (see Policy 8350 and AG 8350).

Option #1

The Board authorizes the Superintendent to provide, upon written request, enhanced i.e. immediate access to any public record which the District has stored in an electronic database and is not confidential or exempt from disclosure by State or Federal statute. Such a record may be provided by means of a computer disk provided by the requestor, electronic mail, or a modem providing the requestor has paid the fee established for such transmission.

Option #2

X The Board chooses not to provide for enhanced access to any of its public records.

[END OF OPTIONS]

[x] The Board has determined that personal and confidential information provided to and retained by the District on parents, students, staff and others will be considered exempt from disclosure pursuant to a Freedom of Information Act request, unless advised specifically by the District's legal counsel that the particular information must be released. Such personal and confidential information shall include home addresses, telephone numbers, e-mail addresses or website pages (e.g. My Space, Facebook), except as they are specifically related to the operation of the schools, or specifically authorized for release by the individual, or the parent/guardian if the individual is a minor.

Nothing in this policy shall be construed as preventing a Board member from inspecting in the performance of his/her official duties any record of this District, except student records and certain portions of personnel records.

The Superintendent is authorized to dispose of correspondence on a daily basis including those transmitted by means of voice mail or E-mail, providing the message does not alter existing District records.

~~The Superintendent is responsible for transmission of data contained in the single record student data base established by the Michigan Department of Education. Such transmission shall be in accordance with procedures established by the _____ Intermediate School District and the Center for Educational Performance and Information (CEPI)~~ **Page 32**

The Superintendent shall establish administrative guidelines to ensure proper compliance with the intent of this policy and the Freedom of Information Act.

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Legal M.C.L. 15.231 et seq.
 M.C.L. 445.81 et seq.
 Michigan Federation of Teachers v. University of Michigan, 481 Mich. 657 (2008)

Last Modified by Chad Scaling on November 5, 2021

Book	Policy Manual
Section	Vol. 36, No. 1 - September 2021
Title	Vol. 36, No. 1 - September 2021 Revised PERSONNEL FILES
Code	po8320
Status	Future Action
Adopted	January 27, 2003
Last Revised	October 28, 2021

8320 - **PERSONNEL FILES**

It is necessary for the orderly operation of the School District to prepare a personal information system for the retention of appropriate files bearing upon an employee's duties and responsibilities to the District and the District's responsibilities to the employee.

The Board of Education requires that sufficient records exist to ensure an employee's qualifications for the job held; compliance with Federal, State, and local benefit programs; conformance with District rules; and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Michigan.

The District shall not disclose an employee's home address or contact information to a third party without the employee's written authorization.

The Board delegates the maintenance of an employee personal information system to the

- ☐ Superintendent.
- ☐ Business Manager.
- ☐ Assistant Superintendent for Personnel.
- ☒ Superintendent or or designee _____.

A single central file shall be maintained, and subsidiary records shall be maintained for ease in data gathering only.

- ☐ and shall be destroyed annually.

~~f-f~~ Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the Board may be entered in the official record file. Employees shall provide necessary information for their personnel files. If providing the requested information is optional, employees shall be informed of their right to decline to supply the information.

Employee medical records, including, but not limited to, insurance forms, medical certifications by a physician, and requests for leave or accommodation, shall not be maintained in the employee's personnel file and shall instead be maintained in a confidential medical file.

~~f-f~~ A copy of each such entry shall be given to the employee upon request.

- ☐ except for matters pertaining to pending litigation.

☐ A copying cost will be charged for each copy given to the employee at his/her request at the rate determined by the _____.

An employee may review their personnel record upon written request.

~~f-f~~ ~~(X)~~ The employee may periodically review ~~their~~ ~~his/her~~ file at reasonable intervals, generally not more than two (2) times in a calendar year or as otherwise provided by law ~~or by a collective bargaining agreement.~~

Personnel wishing to review their own records shall:

- A. request access in writing;
- B. (X) review the record in the presence of the administrator designated to maintain said records or designee;
- C. (X) make no alterations or additions to the record nor remove any material therefrom;
- D. (X) sign a log attached to the file indicating date and person reviewing.

Personnel records

(X) shall be available to Board members and school administrators as may be required in the performance of their jobs.

() shall not be available to Board members and school administrators except as may be required in the performance of their jobs.

[] The personnel files shall be reviewed annually and material no longer required shall be destroyed.

() and no record shall be maintained of said destruction.

~~[]~~ Any employee who inappropriately releases information, or uses confidential information for personal reasons, will be disciplined in accordance with established policies and procedures. If an employee is approached to provide information inappropriately, the employee must refuse to release the requested information in accordance with applicable procedures or refer the requestor to the employee's immediate supervisor.

~~Personnel wishing to review their own records shall:~~

- A. ~~() request access in writing;~~
- B. ~~() review the record in the presence of the administrator designated to maintain said records or designee;~~
- C. ~~() make no alterations or additions to the record nor remove any material therefrom;~~
- D. ~~() sign a log attached to the file indicating date and person reviewing.~~

~~Personnel wishing to appeal material in their record as to its accuracy, completeness, relevance, or timeliness shall make a request in writing to the administrator delegated to maintain the records and specify therein:~~

- A. ~~() name and date;~~
- B. ~~() material to be appealed;~~
- C. ~~() reason for appeal.~~
- D. ~~() _____.~~

~~[] The responsible administrator shall hear the appeal and make a determination within ninety (90) days of the appeal in accordance with law.~~

~~If the appeal does not resolve the disagreement, the employee may submit a written statement, not exceeding five (5) sheets of 8 1/2 inch by 11 inch paper, explaining the employee's position. This written statement shall be kept in the employee's file.~~

Records Retention

Generally, personnel files shall be maintained for the duration of the individual's employment with the District, plus six (6) years. Files maintained on employees who were cited for unprofessional conduct shall be maintained for the duration of employment plus fifty (50) years.

Medical files shall be maintained for the period during which the individual is employed by the District or receiving benefits, whichever is longer, plus seven (7) years.

Per the State of Michigan Records Retention and Disposal Schedule for Public Schools, 404A.

State of Michigan Records Retention and Disposal Schedule for Public Schools at 400A and 400B.

~~The Superintendent shall prepare administrative guidelines defining which personnel records are to be maintained and the procedures for their maintenance and review.~~

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Legal M.C.L. 423.501 et seq

Last Modified by Chad Scaling on November 5, 2021

Book	Policy Manual
Section	Vol. 36, No. 1 - September 2021
Title	Vol. 36, No. 1 - September 2021 Revised STUDENT RECORDS
Code	po8330
Status	Future Action
Adopted	January 27, 2003
Last Revised	September 27, 2021
Last Reviewed	October 28, 2021

8330 - **STUDENT RECORDS**

In order to provide appropriate educational services and programming, the Board of Education must collect, retain, and use information about individual students. Simultaneously, the Board recognizes the need to safeguard student's privacy and restrict access to student's personally identifiable information.

~~After June 26, 2021, if~~ If the parent or legal guardian of a student provides the District with notice that s/he/they have received a participation card issued by the attorney general under the address confidentiality program act, the District shall not disclose the confidential address of the student, regardless of any other provision of this policy. The Superintendent shall develop a process to ensure that a student's participation in the address confidentiality program act is appropriately noted to avoid disclosure of this information to any person or entity.

Student "personally identifiable information" ("PII") includes, but is not limited to: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.

The Board of Education is responsible for maintaining records of all students attending schools in this District. Only records mandated by the State or Federal government and/or necessary and relevant to the function of the School District or specifically permitted by this Board will be compiled by Board employees. The Board hereby authorizes collection of the following student records, in addition to the membership record required by law:

- A. (☒) observations and ratings of individual students by professional staff members acting within their sphere of competency
- B. (☒) samples of student work
- C. (☒) information obtained from professionally acceptable standard instruments of measurement such as:
 - 1. (☒) interest inventories and aptitude tests,
 - 2. (☒) vocational preference inventories,
 - 3. (☒) achievement tests,
 - 4. (☒) standardized intelligence tests,
 - 5. () _____
- D. (☒) authenticated information provided by a parent or eligible student concerning achievements and other school activities which the parent or student wants to make a part of the record

- E. (☒) verified reports of serious or recurrent behavior patterns
- F. (☒) rank in class and academic honors earned
- G. (☒) psychological tests
- H. (☒) attendance records
- I. (☒) health records
- J. (☒) custodial arrangements

In all cases, permitted, narrative information in student records shall be objectively-based on the personal observation or knowledge of the originator.

Student records shall be available only to students and their parents, eligible students, and designated school officials who have a legitimate educational interest in the information, or to other individuals or organizations as permitted by law. The term "parents" includes legal guardians or other persons standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child). The term "eligible student" refers to a student who is eighteen (18) years of age or older or a student of any age who is enrolled in a postsecondary institution.

In situations in which a student has both a custodial and a noncustodial parent, both shall have access to the student's educational records unless stipulated otherwise by court order. In the case of eligible students, parents will be allowed access to the records without the student's consent, provided the student is considered a dependent under section 152 of the Internal Revenue Code.

A school official is a person employed by the Board as an administrator, supervisor, teacher/instructor (including substitutes), or support staff member (including health or medical staff and law enforcement unit personnel); and a person serving on the Board. The Board further designates the following individuals and entities as "school officials" for the purpose of FERPA:

- A. persons or companies with whom the Board has contracted to perform a specific task (such as an attorney, auditor, insurance representative, or medical consultant);
- B. contractors, consultants, volunteers or other parties to whom the Board has outsourced a service or function otherwise performed by the Board employees (e.g. a therapist, authorized information technology (IT) staff, and approved online educational service providers).

The above-identified outside parties must (a) perform institutional services or functions for which the Board would otherwise use its employees, (b) be under the direct control of the Board with respect to the use and maintenance of education records, and (c) be subject to the requirements of 34 C.F.R. 99.33(a) governing the use and re-disclosure of PII from education records.

Finally, a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his/her tasks (including volunteers) is also considered a "school official" for purposes of FERPA provided s/he meets the above-referenced criteria applicable to other outside parties.

"Legitimate educational interest" shall be defined as a "direct or delegated responsibility for helping the student achieve one (1) or more of the educational goals of the District" or if the record is necessary in order for the school official to perform an administrative, supervisory or instructional task or to perform a service or benefit for the student or the student's family. The Board directs that reasonable and appropriate methods (including but not limited to physical and/or technological access controls) are utilized to control access to student records and to make certain that school officials obtain access to only those education records in which they have legitimate educational interest.

The Board authorizes the administration to:

- A. forward student records, including any suspension and expulsion action against the student, on request to a school or school district in which a student of this District seeks or intends to enroll upon condition that the student's parents be notified of the transfer, receive a copy of the record if desired, and have an opportunity for a hearing to challenge the content of the record;
- B. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a public school or school district in which a student in foster care is enrolled. Such records shall be transferred within one (1) school day of the enrolling school's request;

- C. provide "personally-identifiable" information to appropriate parties, including parents of an eligible student, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals, if there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances;
- D. report a crime committed by a child with or without a disability to appropriate authorities and, with respect to reporting a crime committed by a student with a disability, to transmit copies of the student's special education records and disciplinary records including any suspension and expulsion action against the student to the authorities and school officials for their consideration;
- E. release de-identified records and information in accordance with Federal regulations;
- F. disclose personally identifiable information from education records, without consent, to organizations conducting studies "for, or on behalf of" the District for purposes of developing, validating or administering predictive tests, administering student aid programs, or improving instruction;

Information disclosed under this exception must be protected so that students and parents cannot be personally identified by anyone other than representative of the organization conducting the study, and must be destroyed when no longer needed for the study. In order to release information under this provision, the District will enter into a written agreement with the recipient organization that specifies the purpose of the study. (See Form 8330 F14.) Further, the following personally identifiable information will not be disclosed to any entity: a student or his/her family member's social security number(s); religion; political party affiliation; voting history; or biometric information.

[NOTE: Districts without AGs should include the following paragraph] This written agreement must include: 1) specification of the purpose, scope, duration of the study, and the information to be disclosed; 2) a statement requiring the organization to use the personally identifiable information only to meet the purpose of the study; 3) a statement requiring the organization to prohibit personal identification of parents and students by anyone other than a representative of the organization with legitimate interests; and 4) a requirement that the organization destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed. **[END OF OPTION]**

While the disclosure of personally identifiable information (other than social security numbers, religion, political party affiliation, voting record, or biometric information) is allowed under this exception, it is recommended that de-identified information be used whenever possible. This reduces the risk of unauthorized disclosure.

- G. disclose personally identifiable information from education records without consent, to authorized representatives of the Comptroller General, the Attorney General, and the Secretary of Education, as well as State and local educational authorities;

The disclosed records must be used to audit or evaluate a Federal or State supported education program, or to enforce or comply with Federal requirements related to those education programs. A written agreement between the parties is required under this exception. (See Form 8330 F16)

[NOTE: the following sentence should be selected by districts with AGs] The District will verify that the authorized representative complies with FERPA regulations.

- H. request each person or party requesting access to a student's record to abide by the Federal regulations concerning the disclosure of information.

The Board will comply with a legitimate request for access to a student's records within a reasonable period of time but not more than forty-five (45) days after receiving the request or within such shorter period as may be applicable to students with disabilities. Upon the request of the viewer, a record shall be reproduced, unless said record is copyrighted, and the viewer may be charged a fee equivalent to the cost of handling and reproduction. Based upon reasonable requests, viewers of education records will receive explanation and interpretation of the records.

The Board shall maintain a record of those persons to whom information about a student has been disclosed. Such disclosure records will indicate the student, person viewing the record, information disclosed, date of disclosure, and date parental/eligible student consent was obtained (if required).

Upon written request by a student's parent or legal guardian, the District shall disclose to the parent or legal guardian any personally identifiable information concerning the student that is collected or created by the District as part of the student's education records.

If the District provides any personally identifiable information concerning the student that is collected or created by the District as part of the student's education records to any person, agency, or organization, then the District shall disclose to the student's parent or legal guardian upon his/her written request:

- A. the specific information that was disclosed;
- B. the name and contact information of each person, agency, or organization to which the information has been disclosed;
- C. the legitimate reason that the person, agency, or organization had in obtaining the information.

This information shall be provided without charge within thirty (30) days after the District receives the written request and without charge to the parent or legal guardian.

The District is not required to disclose to the parent or legal guardian, even upon written request, any personally identifiable information concerning the student that is collected or created by the District as part of the student's education records and is provided to any person, agency, or organization in any of the following situations:

- A. provision of such information to the Michigan Department of Education or CEPI
- B. provision of such information to the student's parent or legal guardian
- C. provision of such information to its authorizing body or to an educational management organization with which it has a management agreement
- D. provision of such information to or from its intermediate school district or to another intermediate school district providing services to the District or its students pursuant to a written agreement
- E. provision of such information to a person, agency, or organization with written consent from the student's parent or legal guardian or, if the student is at least age eighteen (18), the student
- F. provision of such information to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction
- G. provision of such information as necessary for standardized testing that measures the student's academic progress and achievement
- H. provision of such information that is covered by the opt-out form described above, unless the student's parent or legal guardian or, if the student is at least age eighteen (18) or is an emancipated minor, the student has signed and submitted the opt-out form referenced below

Only "directory information" regarding a student shall be released to any person or party, other than the student or his/her parent, without the written consent of the parent; or, if the student is an eligible student, the written consent of the student, except those persons or parties stipulated by the Board policy and administrative guidelines and/or those specified in the law.

The Board shall exempt from disclosure directory information, as requested for the purpose of surveys, marketing, or solicitation, unless the Board determines that the use is consistent with the educational mission of the Board and beneficial to the affected students. The Board may take steps to ensure that directory information disclosed shall not be used, rented, or sold for the purpose of surveys, marketing, or solicitations. Before disclosing the directory information, the Board may require the requester to execute an affidavit stating that directory information provided shall not be used, rented, or sold for the purpose of surveys, marketing, or solicitation.

DIRECTORY INFORMATION

Each year the Superintendent shall provide public notice to students and their parents of the District's intent to make available, upon request, certain information known as "directory information." The Board designates as student "directory information":

- A. (☒) a student's name;
- B. (☒) address (except for students participating in the address confidentiality program act);
- C. (☒) telephone number;
- D. (☒) date and place of birth;
- E. (☒) major field of study;

- F. (☒) participation in officially recognized activities and sports;
- G. (☒) height and weight, if member of an athletic team;
- H. (☒) height if member of an athletic team;
- I. (☒) weight, if member of an athletic team which requires disclosure to participate;
- J. (☒) dates of attendance;
- K. (☒) date of graduation;
- L. (☒) awards received;
- M. (☒) honor rolls;
- N. (☒) scholarships;
- O. (☒) telephone numbers for inclusion in school or PTO directories;
- P. (☒) school photographs or videos of students participating in school activities, events or programs;
- Q. () _____.

[The following option should be selected if the Board assigns school email accounts to students per Policy 7540.03. *This option is provided to address potential confidentiality issues presented by Policy 7540.03 and is supported by Federal FERPA regulation 34 C.F.R. 99.37(d).]

☒ The Board designates school-assigned e-mail accounts as "directory information" for the limited purpose of facilitating students' registration for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes (☒) and for inclusion in internal e-mail address books. School-assigned e-mail accounts shall not be released as directory information beyond this/these limited purpose(s) and to any person or entity but the specific online educational service provider and internal users of the District's Education Technology.

The district will also develop a list of uses for which the District commonly would disclose a student's directory information and develop an opt-out form that lists all of the uses or instances and allows a parent or legal guardian to elect not to have his/her child's directory information disclosed for one (1) or more of these uses.

Each student's parent or legal guardian will be provided with the opt-out form within the first thirty (30) days of the school year. The form shall also be provided to a parent or legal guardian at other times upon request.

If an opt-out form is signed and submitted to the District by a student's parent or legal guardian, the District shall not include the student's directory information in any of the uses that have been opted out of in the opt-out form. A student who is at least age eighteen (18) or is an emancipated minor may act on his/her own behalf with respect to the opt-out form.

Parents and eligible students may also refuse to allow the District to disclose any or all of such "directory information" upon written notification to the District within ____ days after receipt of the District's public notice.

Armed Forces Recruiting

The Board shall provide United States Armed Forces recruiters with at least the same access to the high school campus and to student directory information (names, addresses, District-assigned email addresses (if available) (except for students participating in the address confidentiality program act), and telephone listings of secondary students) as is provided to other entities offering educational or employment opportunities to those students. "Armed forces of the United States" means the armed forces of the United States and their reserve components and the United States Coast Guard.

If a student or the parent or legal guardian of a student submits a signed, written request to the Board that indicates that the student or the parent or legal guardian does not want the student's directory information to be accessible to official recruiting representatives, then the officials of the school shall not allow that access to the student's directory information. The Board shall ensure that students and parents and guardians are notified of the provisions of the opportunity to deny release of directory information.

Public notice shall be given regarding the right to refuse disclosure of any or all "directory information" including to the armed forces of the United States and the service academies of the armed forces of the United States.

A fee, not to exceed the actual costs incurred by the high school, for copying and mailing student directory information under this section, may be charged an official recruiting representative.

Directory information received under armed services authorization request shall be used only to provide information to students concerning educational and career opportunities available in the armed forces of the United States or the service academies of the armed forces of the United States. An official recruiting representative who receives student directory information under this section shall not release that information to a person who is not involved in recruiting students for the armed forces of the United States or the service academies of the armed forces of the United States.

Annually, the Board will notify male students age eighteen (18) or older that they are required to register for the selective service.

Requests to the District records officer shall be presented on a standardized form developed by the armed forces of the United States requesting access to a high school campus and a time for the access. Requests should bear the signature of the ranking recruiting officer of the armed service making the request.

Whenever consent of the parent(s)/eligible student is required for the inspection and/or release of a student's education records or for the release of "directory information", either parent may provide such consent unless stipulated otherwise by court order. If the student is under the guardianship of an institution, the Superintendent shall appoint a person who has no conflicting interest to provide such written consent.

The Board may disclose "directory information" on former students without student or parental consent, unless the parent or eligible student previously submitted a request that such information not be disclosed without their prior written consent.

The Board shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a student's education records. This does not apply to any of the following situations:

- A. providing the information as necessary for standardized testing that measures the student's academic progress and achievement
- B. providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with the District

The parent of a student or an eligible student has the right to inspect upon request any instrument used in the collection of personal information before the instrument is administered or distributed to a student. Personal information for this section is defined as individually identifiable information including a student or parent's first and last name, a home or other physical address (including street name and the name of the city or town, unless a parent is prohibited from doing so due to a student's participation in the address confidentiality program act), a telephone number, or a Social Security identification number. In order to review the instrument, the parent or eligible students, must submit a written request to the building principal ~~at least _____ work days before the scheduled date of the activity. The instrument will be provided to the parent, within _____ business days of the principal receiving the request.~~

The Superintendent shall directly notify the parent(s) of a student and eligible students, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

This section does not apply to the collection, disclosure or use of personal information collected from students from the exclusive purpose of developing, evaluating, or providing educational products or service for, or to, students or educational institutions, such as the following:

- A. college or other postsecondary education recruitment, or military recruitment;
- B. book clubs, magazines, and programs providing access to low-cost literary products;
- C. curriculum and instructional materials used by elementary and secondary schools;
- D. tests and assessments used by elementary and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
- E. the sale by students of products or services to raise funds for school-related or education-related activities; and

F. student recognition programs.

The Board may establish online access for the parents or the eligible student to the student's confidential academic and attendance record. To authorize such access, the parents or the eligible student must sign a release (see Form 8330 F10). This release shall remind the parents or eligible student that the account and confidential information about the student is only as secure as they keep their account information. Neither the District nor its employees will be held responsible for any breach of this policy by the parent/eligible student or any unauthorized party.

The Superintendent shall prepare administrative guidelines to ensure that students and parents are adequately informed each year regarding their rights to:

- A. inspect and review the student's education records;
- B. request amendments if the record is inaccurate, misleading, or otherwise in violation of the student's rights;
- C. consent to disclosures of personally-identifiable information contained in the student's education records, except to unauthorized disclosures allowed by the law;
- D. challenge the Board's noncompliance with a parent's request to amend the records through a hearing;
- E. file a complaint with the United States Department of Education;
- F. obtain a copy of the Board's policy and administrative guidelines on student records.

The Superintendent shall also develop procedural guidelines for:

- A. (☒) the proper storage and retention of records including a list of the type and location of records;
- B. (☒) informing Board employees of the Federal and State laws concerning student records.

The Board authorizes the use of the microfilm process or electromagnetic processes of reproduction for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any member, officer, or employee of this District specifically as a consequence of permitting access or furnishing student records in accordance with this policy and regulations.

Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Board of Education delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be redisclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board of Education. See Form 8330 F14 and Form 8330 F16 for additional contract requirements.

Legal

M.C.L. 380.1135, 380.1136

Letter, April 6, 2004 Jeremy Hughes, Deputy Supt. Department of Education

34 C.F.R. Part 99, 2002

Section 444 of subpart of part C of the General Education Provisions Act

Title IV of Public Law 90-247

20 U.S.C., Section 1232f through 1232i (FERPA)

20 U.S.C. 1400 et seq., Individuals with Disabilities Education Improvement Act

20 U.S.C. 7165(b)

26 U.S.C. 152

20 U.S.C. 7908

Last Modified by Chad Scaling on November 5, 2021

Book	Policy Manual
Section	Special Request
Title	Copy of GIFTS, GRANTS, AND BEQUESTS
Code	po7230
Status	Future Action
Adopted	January 27, 2003
Last Revised	November 5, 2021

7230 - **GIFTS, GRANTS, AND BEQUESTS**

The Board of Education is duly appreciative of public interest in and good will toward the schools manifested through gifts, grants, and bequests. The Board reserves the right, however, to specify the manner in which gifts are made; to define the type of gift, grant, or bequest which it considers appropriate; and to reject those which it deems inappropriate or unsuitable. If accepted, the Board will attempt to carry out the wishes of the donor.

All gifts, grants, or bequests having a value of more than ~~\$ 1,000~~ \$10,000.00 shall be accepted by the Board. The Superintendent or designee may accept for the Board gifts of lesser value, and shall recognize any gifts having a value greater than \$1000.00 with a letter of gratitude.

Gifts, grants, and bequests shall become the property of the Board and will be subject to use by the District as determined by the policies and administrative guidelines applying to all properties, equipment, materials, and funds owned by the Board.

Any equipment purchased by a parent organization for use in the school or at a District-related event shall be submitted to the Board, prior to purchase, so it can determine if the District would incur any liability by its use.

The Board reserves the right to not accept such liability and thus deny the use of the equipment by students or District employees.

Last Modified by Chad Scaling on November 5, 2021

BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021

Report #21-164

For Action

Subject:

ETS Policy

Recommendation:

Rationale:

Facts/Statistics:

The Policy committee met in response to the U.S. Department of Labor's Emergency Temporary Standard ("ETS") that went into effect on November 5, 2021 to discuss Neola's draft policy for the district.

District Goal Addressed:

☒ Communication
☐ Fiscal Integrity
☐ Student Achievement

Motion

Moved by:

Supported by:

That the board adopt the ETS policy as presented.

Voice Vote:

☐ Ayes

☐ Nays

Book	Policy Manual
Section	Special Update - November 2021
Title	Special Update - November 2021 New COVID-19 VACCINATION, TESTING, AND FACE-COVERING POLICY
Code	po8450.06
Status	Action

8450.06 - **COVID-19 VACCINATION, TESTING, AND FACE-COVERING POLICY**

To protect the health and safety of the District's students and employees, the Board of Education enacts this policy to comply with any rules that the Michigan Occupational Safety and Health Administration's ("MIOSHA") may enact related to the Emergency Temporary Standard ("ETS") released by the U.S. Department of Labor on November 4, 2021.

[] The Board acknowledges that vaccination is a vital tool to reduce the presence and severity of COVID-19 cases in the workplace, in communities, and the nation as a whole and encourages all employees to receive a COVID-19 vaccination to protect themselves and other employees. **[END OPTION]**

The Superintendent is authorized to issue necessary administrative guidelines

[OPTION ONE]

() as approved by the Board

OR

[OPTION TWO]

(X) with input from the Board

[END OF OPTIONS] [NOTE: A Board need not select either option]

to implement any MIOSHA rules, as promulgated and enforced, related to the ETS, including compelling vaccination of employees or the provision of proof of testing for COVID-19 and wearing a face-covering as prescribed. District employees must comply with all such administrative guidelines.

[X-] The Superintendent shall keep the Board informed of any actions taken under this policy as soon as is practicable in light of the circumstances. **[END OF OPTION]**

This policy will cease to be in effect upon the expiration of the ETS, as long as this expiration date is consistent with other Federal and State law and any applicable Executive Order(s)/Rule(s) as determined by the Superintendent and approved by the Board.

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Legal Michigan Occupational Safety and Health Administration (MIOSHA)
Emergency Rule - CORONAVIRUS DISEASE 2019 (COVID - 19)

Last Modified by Starr Acromite on December 6, 2021

**BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021**

Report #21-165

For Action

Subject:

MDOT Master Agreement

Recommendation:

It is our recommendation that the Board approve the MDOT Master Agreement in order to continue to participate in programs and grants.

Rationale:

The Senior Center bus has always been a capital item purchased with funds provided through MDOT. In addition, funding for fuel and driver wages at the Senior Center are subsidized through Section 5310 flowing through MDOT. Approval of the Master Agreement is required every four (4) years to continue participation.

Facts/Statistics:

District Goal Addressed:

☐ Communication
☒ Fiscal Integrity
☐ Student Achievement

Motion

Moved by:

Supported by:

That the Board approve the MDOT Master Agreement in order to continue to participate in programs and grants as presented.

Voice Vote:

☐ Ayes
☐ Nays

Signature Resolution for Master Agreement Only

Whereas, Brighton Community Education has the authority to contract with the Michigan Department of Transportation for state and/or federal funds for passenger transportation related services; and,

Now, Therefore, be it resolved that the *Senior Center Director and/or Assistant Superintendent* of Brighton Community Education/Brighton Area Schools, be authorized and directed to execute said agreement 2022-0025 for and on behalf of *Brighton Area Schools*;

CERTIFICATE

The undersigned duly qualified Board Secretary of Brighton Area Schools certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the *Brighton Board of Education* held on *December 13, 2021*.

Signature

Printed Name

Title

Date

MICHIGAN DEPARTMENT OF TRANSPORTATION
BRIGHTON COMMUNITY EDUCATION
MASTER AGREEMENT FOR
PUBLIC TRANSPORTATION PROJECTS

This Agreement is made and entered into between the Michigan Department of Transportation (MDOT) and Brighton Community Education (AGENCY).

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1. DEFINITIONS

AWARD	- Means the FEDERAL grant money and/or State grant money paid by MDOT through the PROJECT AUTHORIZATION.
COMMISSION	- Means the Michigan State Transportation Commission.
COORDINATING COMMITTEE	- Means a group of local human services agencies representing Specialized Services interests.
COST/EXPENSE	- Means the amount to be paid through the PROJECT AUTHORIZATION. The term “cost” implies a one-time event such as a purchase, while the term “expense” implies ongoing payments such as salaries and wages, fuel, utilities, etc. This Agreement covers both capital purchases and operating programs and attempts to use the terms within their definitions.

DIRECT RECIPIENT	- Means an agency that receives FEDERAL funds directly.
FEDERAL	- Means the United States Department of Transportation, Federal Transit Administration (FTA) and/or Federal Highway Administration (FHWA).
FEDERAL AWARD	- Means the FEDERAL grant money paid by the federal government directly to the AGENCY.
FORMULA RECIPIENT	- Means a recipient of funds pursuant to Section 10e(4) of Public Act 51 of 1951, as amended.
LOCAL OR REGIONAL ALLOCATION COMMITTEE	- Means a group of metropolitan planning agencies, local road commissions, transit agencies, cities, and/or villages, as required, that allocates funds among eligible entities.
PART 200	- Means the Code of Federal Regulations Title 2 – Grants and Agreements, Subtitle B, Chapter XII, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which applies to DIRECT RECIPIENTS.
PART 1201	- Means the Code of Federal Regulations Title 2 – Grants and Agreements, Subtitle B, Chapter XII, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, by which the United States Department of Transportation adopts PART 200 with other provisions.
PROJECT	- Means a funded activity that is budgeted and managed as a separate entity. If a PROJECT uses FEDERAL funds, the activities and content of the PROJECT will be in accordance with the terms of the corresponding FEDERAL grant.
PROJECT AUTHORIZATION	- Means the written document(s), which may be in electronic or paper form, by which a specific PROJECT is to be carried out by the AGENCY under the terms of this Agreement, as defined and initiated by MDOT.
SUBRECIPIENT	- Means an agency that receives FEDERAL funds from MDOT.

2. PURPOSE

The purpose of this Agreement is to make FEDERAL and/or state grant funds available to the AGENCY for the costs of eligible PROJECTS that promote or benefit public transportation. This Agreement sets forth the terms and conditions for any and all PROJECT AUTHORIZATIONS issued hereunder. Award of this Agreement will not in any manner provide for or imply any agreement on the part of MDOT to issue any PROJECT AUTHORIZATION(S) to the AGENCY.

For each PROJECT AUTHORIZATION that contains FEDERAL funds, the AGENCY must follow the guidelines and regulations of the respective FEDERAL agency and program, which may include the FTA Certifications and Assurances and/or the FTA Master Agreement, which are updated annually, as applicable.

3. ANNUAL APPLICATION

The AGENCY must have an approved application for PROJECTS to be selected for funding. Please see the Annual Application instructions.

4. CONFLICT OF INTEREST

The AGENCY must disclose any potential conflict of interest in it receiving financial assistance through a PROJECT AUTHORIZATION to MDOT in writing. If the potential conflict of interest is with a FEDERAL AWARD, the AGENCY must submit the written disclosure to the applicable FEDERAL agency.

5. PROJECT FUNDING

The maximum cost of any PROJECT will be the amount indicated in the PROJECT AUTHORIZATION. MDOT funds for PROJECT AUTHORIZATIONS are made available through legislative appropriations and are based on projected revenue estimates. MDOT may reduce the amount of any PROJECT AUTHORIZATION or terminate any PROJECT AUTHORIZATION if the revenue actually received is insufficient to support the appropriation under which the PROJECT AUTHORIZATION is issued. The AGENCY will be responsible for all costs in excess of the funds shown in any PROJECT AUTHORIZATION.

If the FEDERAL funds received are less than the amount shown in any PROJECT AUTHORIZATION, the MDOT funds will be adjusted to maintain the same ratio shown in the PROJECT AUTHORIZATION. In no case will the MDOT share increase in ratio or in dollar amount without a revision to the PROJECT AUTHORIZATION.

In any case in which a PROJECT AUTHORIZATION contains state funds that match FEDERAL funds, funding of the PROJECT AUTHORIZATION is contingent upon the award of the matching FEDERAL grant. When MDOT is the recipient of the FEDERAL grant, PROJECT AUTHORIZATION funding is contingent upon the award of the grant between MDOT and the FEDERAL agency. When the AGENCY is the recipient of the FEDERAL grant, the PROJECT AUTHORIZATION funding is contingent upon award of the FEDERAL grant between the AGENCY and the FEDERAL agency. MDOT and the AGENCY must comply with the provisions established by the FEDERAL matching grant as they affect this Agreement and each PROJECT AUTHORIZATION, the FEDERAL grant being incorporated herein by reference. When the FEDERAL grant is administered by the AGENCY, special provisions apply as indicated in the PROJECT AUTHORIZATION. The AGENCY must comply with the appropriate fiscal year Contract Clauses Certification referenced in the PROJECT AUTHORIZATION. In addition, the AGENCY must comply with any applicable Department of Labor Certification of Transit Employee Protective Arrangements requirements as issued by the U.S. Department of Labor.

For agencies that receive FEDERAL funds from MDOT, MDOT may withhold FEDERAL funds or require the return of project equipment for failure to meet FEDERAL requirements in the FEDERAL grant and/or MDOT requirements.

6. ELIGIBLE PROJECT COSTS

The AGENCY agrees that the costs reported to MDOT for each PROJECT AUTHORIZATION will represent only those items that are properly chargeable in accordance with this Agreement. The AGENCY also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

DIRECT RECIPIENTS:

PART 200 governs the grant administration, cost principles, and audit requirements for FEDERAL AWARDS. Application of PART 200 is not automatic. Individual agency regulations and the terms and conditions of individual federal awards determine if and how PART 200 affects a specific award. It is the AGENCY's responsibility to determine PART 200's applicability and to notify MDOT in writing of that determination.

SUBRECIPIENTS:

PROJECT AUTHORIZATIONS that reimburse operating expenses must comply with the Local Public Transit Revenue and Expense Manual except for PROJECT AUTHORIZATIONS under the Specialized Services Program. (Please see Section 21.) PROJECT AUTHORIZATIONS that reimburse capital expenses must comply with the terms of this Agreement and MDOT's purchasing/procurement requirements.

Travel costs must be in accordance with and not to exceed the amounts set forth in the current State of Michigan Standardized Travel Regulations.

Insurance proceeds received for all losses, after deductibles are met, will be used for replacement/repair before state and/or FEDERAL funds are used.

If the AGENCY receives state and/or FEDERAL operating funds for more than one PROJECT, a narrative cost allocation methodology is required and must be submitted to MDOT for approval.

7. BUDGET ADJUSTMENTS, REVISIONS, AND AMENDMENTS

Expenditures that are not consistent with PROJECT AUTHORIZATIONS will not be considered eligible PROJECT costs unless written approval has been requested by the AGENCY and granted by MDOT in accordance with this section.

Budget adjustments to a PROJECT AUTHORIZATION are required to change an existing line item. Such changes may include additions or deletions to the quantities and/or description in a specific line item if it is determined that each change is justified to fulfill the purpose of the PROJECT AUTHORIZATION. Upon receipt of a written request to make changes that require a budget adjustment, MDOT must respond to the AGENCY providing written approval or disapproval of the budget adjustment or requesting further information.

Revisions to a PROJECT AUTHORIZATION are required if the proposed change would add a new line item, change the PROJECT AUTHORIZATION amount, change the state, FEDERAL, or local amounts, significantly change the scope, or extend the term of the PROJECT AUTHORIZATION. The PROJECT AUTHORIZATION must be revised to make the change before the expenditure will be deemed an eligible PROJECT cost. Requests to make changes that require a revision to the PROJECT AUTHORIZATION will be processed in a timely manner, as circumstances permit. Upon receipt of a written request to make changes that require revision(s) and, if applicable, receipt of written approval from the LOCAL OR REGIONAL ALLOCATION COMMITTEE, MDOT must respond to the AGENCY, providing written approval or disapproval of the revision or requesting further information.

Amendments to this Agreement are required for any change in the scope or terms of this Agreement and will be by award of a written amendment to this Agreement by the parties.

The AGENCY agrees to notify MDOT in writing of any significant event on a timely basis. A significant event is an event that may have significant potential impact on PROJECT progress, direction, control, or cost.

(Please see Section 21 for additional requirements for the Specialized Services Program.)

8. TIMELY EXPENITURE OF FUNDS

Beginning with PROJECT AUTHORIZATIONS awarded after September 30, 2021, sufficient progress toward the obligation of funds must be made within twelve (12) months of receiving an awarded PROJECT AUTHORIZATION or MDOT may cancel the PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. Sufficient progress may be documented by placing an order, issuing a solicitation, having a third-party contract awarded, or taking other documentable action to utilize the funds.

The AGENCY may request to extend the term of a PROJECT AUTHORIZATION. Extension requests must be submitted in writing at least six (6) months prior to expiration of the PROJECT AUTHORIZATION and must include justification for the extension and a timeline for completion of the remaining PROJECTS. If MDOT agrees with the justification and timeline, an extension will be granted that maintains the full state match. If the request is not timely or the justification is not acceptable to MDOT, MDOT may choose to offer a one-year extension of the PROJECT AUTHORIZATION replacing one-third of the state match with local funds or may choose to cancel the PROJECT AUTHORIZATION.

For agencies purchasing vehicle(s) through a vehicle contract procured by MDOT, if there is an increase in the contract price, the needed additional funds will not be provided by MDOT unless the vehicle was ordered within six (6) months of the PROJECT AUTHORIZATION being awarded or unless there was an increase in the contract amount within six (6) months of the PROJECT AUTHORIZATION being awarded.

9. COMPETITIVE PROCUREMENT

Project-Related Procurement: If the AGENCY receives FEDERAL funding through MDOT for the procurement, the AGENCY will comply with current Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT.

Vehicle-Related Procurement: The AGENCY will submit to MDOT all required procurement documents listed in the Guidelines for Local Vehicle Procurement on State Administered Grants for review and approval by MDOT for solicitations over the amount identified in COMMISSION policy.

If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 10. When purchasing vehicles from the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current Guidelines for State Vehicle Purchasing Program.

10. THIRD-PARTY CONTRACT PROCEDURES

If the AGENCY is not certified in accordance with COMMISSION policy or receives FEDERAL funding through MDOT for the procurement, the AGENCY will submit to MDOT for approval all contracts, including amendments, between the AGENCY and a party other than MDOT that relate to this Agreement that are estimated to be in excess of the dollar amount for third-party contracts identified in COMMISSION policy prior to said contracts being signed by the AGENCY. All third-party contracts must contain language that incorporates by reference all terms and conditions contained in this Master Agreement. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

MDOT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by MDOT be construed as warranties of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

11. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. The AGENCY further agrees to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement from these time frames may occur only upon receipt of written approval from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

12. PROCUREMENT OF RECOVERED MATERIALS

Any agency of a political subdivision of the State of Michigan and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars (\$10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars (\$10,000.00); procuring solid waste management services in a manner that maximizes energy and

resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. PROCUREMENT OF VEHICLES BY AGENCY

The AGENCY will purchase revenue vehicles as shown in each PROJECT AUTHORIZATION through its own local purchase process or through the State Vehicle Purchasing Program. If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 10. When purchasing vehicles from the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current Guidelines for State Vehicle Purchasing Program. When purchasing vehicles under the local purchase process, the AGENCY must follow the procedures outlined in the current Guidelines for Local Vehicle Purchase on State Administered Grants and is not exempt from the procedures set forth in Section 10.

For procurement of demand response vehicles, the AGENCY must have an approved vehicle accessibility plan in accordance with 1951 Public Act (PA) 51, Section 10e (18), as amended, in addition to meeting the equivalent level of service required by the Americans with Disabilities Act (ADA), United States Department of Transportation (US DOT) Final Rule, 49 CFR Parts 27, 37, and 38.

14. INSPECTION OF PROJECT EQUIPMENT AND RECORDS

The AGENCY will permit MDOT, the Comptroller General of the United States, and the Secretary of the US DOT or their authorized representatives, agents, or employees to audit, review, and inspect all equipment purchased as part of the PROJECT, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant PROJECT records. Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals are a governmental function incidental to the PROJECT under this Agreement. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty of the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the PROJECT. Records must be kept for three (3) years after disposal of PROJECT equipment.

15. USE AND DISPOSITION OF FACILITY/PROJECT EQUIPMENT

The AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service for the duration of its useful life and, if funded with FEDERAL and MDOT funds, will be used in accordance with FEDERAL

procedures as set forth in 49 CFR Part 18. If, during the period of its useful life, any facility/PROJECT equipment is not used in said manner or is withdrawn from public transportation service, the AGENCY will immediately notify MDOT in writing. If FTA-funded real property is no longer needed for any transit purpose, the AGENCY is required to prepare or update an excess real property utilization plan. The plan should identify and explain the reason for the excess property and plans to use or dispose of the excess property. If land was donated by an agency for a facility project and the facility becomes excess property, the land is considered part of the excess property included in the utilization plan. Unless the FTA and the AGENCY agree otherwise, the excess real property inventory and updated excess property utilization plan should be retained by the AGENCY and made available upon request and during an FTA review.

During the period of this Agreement, the AGENCY will maintain the facility/PROJECT equipment for the period of the useful life of such equipment. Maintenance will conform to the manufacturer's recommendations as to service and service intervals for such equipment. In addition, the AGENCY is required to submit a vehicle maintenance plan or plan revision, as directed by MDOT, for review and approval by MDOT. This vehicle maintenance plan, at a minimum, will include all of the components listed in MDOT's current Preventive Maintenance Manual. If the AGENCY revises its vehicle maintenance plan, said plan will be submitted for review and approval by MDOT. The AGENCY will maintain supporting records documenting such maintenance. Representatives of MDOT will have the right to conduct periodic inspection for the purpose of confirming proper maintenance pursuant to this section. Such inspection by MDOT does not relieve the AGENCY of its obligations hereunder, nor is such inspection by MDOT to be construed as a warranty as to the sufficiency of the maintenance but is undertaken for the sole use and information of MDOT. MDOT may withhold funds from the AGENCY for failure to maintain PROJECT equipment pursuant to this section until such time as the AGENCY meets the proper maintenance requirements as determined by MDOT.

Facility/PROJECT equipment purchased under this Agreement may, at the discretion of MDOT, be incorporated into a new or consolidated public transportation service at the time such service is implemented.

At such time as the PROJECT equipment has exceeded its useful life, the AGENCY, with prior notification to MDOT, will dispose of said equipment in accordance with MDOT and/or FEDERAL procedures. All proceeds from the disposal of PROJECT equipment will remain with the AGENCY and will be used to support the provision of public transportation services.

Agencies that receive FEDERAL funding through MDOT agree to give MDOT a security interest in any PROJECT equipment purchased pursuant to the terms of this Agreement. MDOT will retain a security interest in the PROJECT equipment until the terms of this section have been met.

The AGENCY agrees and warrants that it will not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtedness to attach to or be perfected against any PROJECT equipment until all of its duties, obligations, and responsibilities are satisfied as required herein.

The incidental use of FEDERAL/state-funded equipment or facilities for non-public transportation use cannot interfere with or detract from the provision of the public transportation service for which the equipment and/or facilities were intended or shorten the useful life of the equipment or facilities. The costs of any incidental use are ineligible for state or FEDERAL operating assistance and may require a state-approved cost allocation plan.

(Please see Section 22 for additional requirements for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.)

16. INSURANCE

The AGENCY will carry and maintain for the life of the PROJECT equipment, as a minimum, insurance or self-insurance as set forth in Exhibit A, dated December 9, 2016, attached hereto and made a part hereof. Insurance payment for loss or damage will be made to MDOT. The AGENCY will also provide and maintain public liability and property damage insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims that may arise out of the AGENCY's operation hereunder, as set forth in Exhibit A.

Agencies receiving operating funds will provide Workers' Compensation Insurance as required by law.

17. INDEMNIFICATION

The AGENCY agrees to indemnify and save harmless the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

18. BILLINGS AND PAYMENTS FOR CAPITAL PROGRAMS

The AGENCY may make requests for payment of allowable PROJECT costs for capital programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

- a. The AGENCY must submit requests for payments on applicable forms via ProjectWise, the electronic payment and data storage system utilized by the Office of Passenger Transportation. Payment forms must be complete and must include the agreement and PROJECT AUTHORIZATION numbers, the payment request number, identification of the payment as a partial payment or a final payment, the amount to be reimbursed, and, if applicable, the third-party contract number. If the request is for reimbursement for (a) replacement vehicle(s), the AGENCY will include the identification number(s) of the vehicle(s) to be replaced on the request form.

The AGENCY will submit a budget summary showing PROJECT costs to date and current billings against individual budget items as shown in the PROJECT AUTHORIZATION.

- i. Agencies receiving FEDERAL funds administered by MDOT will submit required supporting documentation for each billing as set forth in the current Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT.
- ii. Prior to requesting reimbursement, the AGENCY may be required to enter data into its vehicle, equipment, and/or facility inventories in the Public Transportation Management System (PTMS). The AGENCY must enter the following information into PTMS:

- (a) the required information for revenue vehicles into the vehicle inventory;
 - (b) equipment procurements of Five Thousand Dollars (\$5,000.00) or more into the equipment inventory if MDOT-administered FEDERAL funds were used for the purchase;
 - (c) new facilities into the facility inventory;
 - (d) facility improvements of Five Thousand Dollars (\$5,000.00) or more into the facility inventory if MDOT-administered FEDERAL funds were used in the projects.
- iii. When requesting reimbursements for vehicles purchased under the local purchasing process, the AGENCY must follow the procedures outlined in the current Guidelines for Local Vehicle Purchase on State Administered Grants.
- iv. When requesting reimbursements for vehicles purchased under the State of Michigan's Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current Guidelines for State Vehicle Purchasing Programs.
- v. MDOT reserves the right to verify progress of work and/or delivery of products to the AGENCY by visual inspection.
- vi. When requesting reimbursements for vehicles under a lease/purchase agreement, the AGENCY will submit a copy of the lease/purchase agreement with the first payment request.
- b. Within ninety (90) days after costs have been incurred or an invoice received, the AGENCY will submit to MDOT a billing to be charged against the PROJECT AUTHORIZATION. Upon written request by the AGENCY to MDOT within the ninety (90) day period, which request will include documentation of the circumstances that prevent timely submission of all billings, MDOT may, in writing, extend the ninety (90) day period to a date certain. If the AGENCY fails to provide all billings and supporting documentation ninety (90) days after costs were incurred or an invoice received or before or upon the extended date certain established by MDOT, MDOT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under the Agreement.
- c. Expenses paid under a PROJECT AUTHORIZATION cannot be included in expenses to be reimbursed under the 51 PA 1951 Section 10e(4) Local Bus Operating Assistance Program. If MDOT determines that the same expense is presented as being eligible for payment under a PROJECT AUTHORIZATION

and presented as being eligible for Local Bus Operating Assistance Program reimbursement, the expense could be disallowed under both.

Funds administered by MDOT as specified in the PROJECT AUTHORIZATION(S) will be payable by MDOT to the AGENCY.

19. BILLINGS, PAYMENTS, AND QUARTERLY REPORTS FOR OPERATING PROGRAMS

The AGENCY may make requests for payment of eligible PROJECT costs for operating programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

- a. The AGENCY must generate a quarterly operating assistance report in PTMS.
- b. One-quarter (1/4) of the funds to be provided by the State of Michigan and/or State of Michigan administered FEDERAL funds may be advanced to the AGENCY when the following conditions are met:
 - i. MDOT award of this Agreement.
 - ii. Award of the FEDERAL revenue grant, if applicable.
 - iii. MDOT award of the PROJECT AUTHORIZATION.
 - iv. MDOT approval and receipt of executed third-party contracts, if applicable.
 - v. MDOT receipt of reports due from the previous fiscal year.
- c. Up to one-quarter (1/4) of the funds provided by the State of Michigan and/or State of Michigan administered FEDERAL funds set forth in the PROJECT AUTHORIZATION will be payable at the end of each quarter contingent upon the receipt of any outstanding reports from the previous quarter as required by this Agreement.
- d. Expenses paid under a PROJECT AUTHORIZATION cannot be included in expenses to be reimbursed under the 51 PA 1951 Section 10e(4) Local Bus Operating Assistance Program. If MDOT determines that the same expense is presented as being eligible for payment under a PROJECT AUTHORIZATION and presented as being eligible for Local Bus Operating Assistance Program reimbursement, the expense could be disallowed under both.

The AGENCY is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(Please see Section 20 for additional requirements for the Section 5311 Rural Area Formula Operating Program.)

20. THE SECTION 5311 RURAL AREA FORMULA OPERATING PROGRAM

- a. The AGENCY's initial award amount in a PROJECT AUTHORIZATION is based on a predetermined reimbursement percentage times total eligible expenses reported in the AGENCY's approved annual application.
- b. Revenues, expenses, eligible expenses, and nonfinancial data is reported on a quarterly basis in accordance with the Local Public Transit Revenue and Expenses Manual.
- c. Forty (40) days after the end of each quarter, the AGENCY will submit a quarterly operating assistance report in PTMS.
- d. Payments are capped at one-quarter (1/4) of the amount of the initial award. MDOT may reduce a payment if a quarterly report indicates that the level of service is lower than originally budgeted. No payments will be made until MDOT is authorized to disburse the FEDERAL funds. Any unpaid amounts will be paid immediately upon authorization.
- e. The Section 5311 Program is required to be audited annually in accordance with the Audit Guide. Failure to comply with the audit requirement will result in a determination that the AGENCY has Zero Dollars (\$0.00) total eligible expenses.
- f. The AGENCY must review its annual Certified Public Accountant (CPA) audit as required by Section 29 - Responsibility to Review the Annual CPA Audit.
- g. MDOT reviews the audited eligible expenses for compliance with this Agreement, the R&E Manual, and the Audit Guide. Upon completion of the MDOT review, the AGENCY will be notified of any adjustments made to eligible expenses as reported in the CPA audit, the final calculation of Section 5311 funds determination, and the amount MDOT owes the AGENCY or the amount the AGENCY owes MDOT. The AGENCY will have twenty-one (21) days to either concur or disagree with MDOT's final calculation.

If the AGENCY disagrees with MDOT's final determination, the AGENCY will have an additional twenty-one (21) days to clearly explain the nature and basis for any disagreement and provide any supporting documentation necessary to resolve any disagreements. The AGENCY agrees that failure to submit a response within the forty-two (42) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned expense.

If MDOT finds that the predetermined reimbursement percentage times the audited eligible expenses exceeds the amount of FEDERAL funds available, and sufficient FEDERAL operating funds are not available in the next fiscal year to offset the shortage, a new percentage will be calculated. This new percentage will be calculated by dividing the total FEDERAL funds available for that period and purpose by the total of the audited eligible expenses of all the participating agencies. Any agency that has already received payments in a total amount that exceeds the new percentage of its actual eligible costs calculated pursuant to this paragraph will repay the excess to MDOT. If, within forty-two (42) days after written notification of the overpayment is sent to the AGENCY, arrangements to refund said monies have not been made, MDOT may withhold monies from any present or future contracts and/or from distributions to be made to the AGENCY pursuant to statute and may pursue any other available remedy to recover the overpayment. The AGENCY will be responsible for all costs in excess of the FEDERAL and MDOT funding.

21. THE SPECIALIZED SERVICES PROGRAM

a. Budget Adjustments

In order to adjust funds from one recipient to another, the recipients listed in the PROJECT AUTHORIZATION must make the request in writing, and the AGENCY and the COORDINATING COMMITTEE must agree upon the request.

b. Reimbursements

Actual reimbursement will be based on an hourly rate or the rate for a one-way passenger trip up to the maximum amount provided in the PROJECT AUTHORIZATION.

c. Third-Party Contract Procedures

If no FEDERAL funds are used, then the AGENCY is exempt from the competitive bidding requirements outlined in Section 9 if the recipients listed in the PROJECT AUTHORIZATION are identified in the AGENCY's application to MDOT and are nonprofit corporations organized under the Nonprofit Corporation Act, Act 162 of the Public Acts of 1982, and eligible authorities and eligible governmental agencies as defined in Act 51 of the Public Acts of 1951, as amended. Services provided by for-profit organizations are subject to competitive bidding requirements.

d. Accounting Records and Documentation

- i. The AGENCY will ensure that records are established and maintained to support the number of hours incurred providing service, the number of passengers carried, and the number of miles traveled.
- ii. Agencies and subrecipients will use the current Specialized Services Manual.

22. THE SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

a. Use and Disposition of Facility/Project Equipment

In addition to the requirements in Section 15, the AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service primarily for the elderly and persons with disabilities for the duration of its useful life and in accordance with the provision approved in the annual application and this Agreement.

b. Lease of Project Equipment

The AGENCY may lease the PROJECT equipment to any other agency with the prior written approval of MDOT. The AGENCY will maintain or require the lessee to maintain the insurance provisions of Section 16 above. Any such lease will contain all applicable provisions of this Agreement.

23. REPORTING REQUIREMENTS

a. Milestone Reports

The AGENCY will prepare and submit to MDOT milestone reports ten (10) days after the end of each quarter in PTMS. Upon completion of the PROJECT deliverables, the AGENCY must submit to MDOT prior to the final PROJECT payment a comprehensive summary close-out report on the results of the PROJECT, the conclusions reached, and the methods used.

b. Final Reports

The final close-out report must be submitted in the following Americans with Disabilities Act (ADA) compliant format:

- Use Arial font 11 or 12 point.
- Left justified.
- Underlining should be reserved for Uniform Resource Locators (URLs).
- Minimize use of bold or italics with text.
- Refrain from using all caps or highlighting text.

- If using text boxes, tables, and/or graphics, use descriptions the Optical Character Recognition (OCR) reader will recognize.
- No scanned documents.

c. Management Information System Reporting

Management Information System (MIS) Reports must be in the status of signed, pending grantee review by the date indicated on the letter from MDOT. If the report is not submitted by the requested date, all FEDERAL funding will be placed on hold. If the report is not completed by the FTA final deadline date (March 15th), all current funding will be withheld, and future funding may be denied.

d. Section 5310 Performance Measures

All Section 5310 performance measure reports must be completed and submitted by the deadline. If the report is not submitted by the requested date, all FEDERAL funding will be placed on hold. If the report is not completed by the FTA final deadline date (October 30th), all current funding will be withheld, and future funding may be denied.

24. COMPLIANCE REVIEWS

If the AGENCY fails to respond to letters of finding within forty-five (45) days, twenty-five percent (25%) of local bus operating funds will be withheld, current PROJECT AUTHORIZATIONS will be suspended, and/or future funding may be denied. These measures will remain in effect until a satisfactory corrective action plan or requested documentation has been received and approved by MDOT. Once approval has been given, notification will be sent that withholding measures have been stopped and withheld funds will be released to the AGENCY.

25. ACCOUNTING RECORDS, INTERNAL CONTROLS, AND RECORD RETENTION

With regard to audits and record-keeping:

- a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement and/or any PROJECT AUTHORIZATION (RECORDS). Separate accounts will be established and maintained for all costs incurred for each PROJECT AUTHORIZATION under this Agreement.
- b. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement and any PROJECT

AUTHORIZATION. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement or any PROJECT AUTHORIZATION, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Agencies that are FORMULA RECIPIENTS will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement and any PROJECT AUTHORIZATION and until notified that the Local Bus Operating Assistance Program for the year of the RECORDS has been closed out.

- c. Agencies that are FORMULA RECIPIENTS will implement internal controls to identify and keep separate expenses incurred under PROJECT AUTHORIZATIONS from expenses incurred for 51 PA 1951 Section 10e(4) reimbursement.
- d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
- e. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

26. FISCAL YEAR-END ACCOUNTING COMPLIANCE

Agencies must follow year-end accounting procedures in accordance with directions and guidance provided by MDOT for any AWARD. This includes, but is not limited to, payment requests and the setup of payables. Failure to comply could result in the loss of funds.

27. CONTRACTUAL PROVISION FOR FORMULA RECIPIENTS – CPA REPORT ON INTERNAL CONTROLS

If the AGENCY is an urban FORMULA RECIPIENT (an agency with an area whose population exceeds 100,000), it will engage a CPA to test and report on the AGENCY's internal controls, as specified in Section 25(c). The CPA engaged by the AGENCY may be the same CPA who performs the audit required pursuant to Sections 28(a) and 28(b). The report on internal controls issued by the CPA should be emailed to MDOT's Auditing Specialist for the Office of Passenger Transportation.

28. ANNUAL CPA AUDIT REQUIREMENTS

If both a Federal Single Audit and a State Transit Audit are required, the AGENCY may have one audit performed that meets the requirements of both Subpart F of PART 200

and the Audit Guide. The audit must be submitted as required in subsections (a) and (b) below.

a. Federal Single Audit

Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year must have a single audit conducted for that year in accordance with Subpart F of PART 200. Submission requirements for the Single Audit are located at Section 200.512 "Report submission" of PART 200.

The Single Audit and the Section 200.512 of PART 200 reporting requirements must be:

- i. Uploaded at: <https://harvester.census.gov/facweb/default.aspx/>, or a hard copy can be put in the U.S. mail to:

Federal Audit Clearinghouse*
1201 East 10th Street
Jeffersonville, Indiana 47132

*No contact person necessary

- ii. Sent to the following address via email:

Michigan Department of Transportation
Financial Operations Division
Budget, Outreach and Program Support Section
MDOT-LocalAgencyAudit@michigan.gov

If the Single Audit contains a Section 200.516(a) "Audit Findings" and/or a status of prior audit findings relating to a FEDERAL award, an electronic copy of the annual audit must be sent to Mr. Matthew Dietrich, Financial Analyst Federal Transit Administration, at: matthew.dietrich@dot.gov.

b. State Transit Audit

Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in FEDERAL funds that are also FORMULA RECIPIENTS must have an annual CPA audit performed in accordance with the Audit Guide and all other applicable state laws and regulations relative to audit requirements. The audit will be uploaded to the Michigan Department of Treasury's website.

c. No CPA Audit Required

Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in FEDERAL funds that are not FORMULA RECIPIENTS are not required to have a CPA audit performed but must submit the following information to MDOT:

- i. A statement advising that a single audit is not required.
- ii. The applicable fiscal year.
- iii. The amount of FEDERAL funds spent.
- iv. The name(s) of the MDOT federal programs.
- v. The Assistance Listing (formerly known as the Code of Federal Domestic Assistance).

All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.

29. RESPONSIBILITY TO REVIEW THE ANNUAL CPA AUDIT

Within thirty (30) days of the audit being posted to the appropriate website, the AGENCY will:

- a. Review all aspects of the audit relating to this Agreement and all applicable PROJECT AUTHORIZATIONS, including the following:
 - i. The Schedule of Expenditure of Federal and State Awards to verify that it is complete and accurate.
 - ii. Audit findings applicable to this Agreement and the PROJECT AUTHORIZATIONS hereunder.
 - iii. If Section 27 of this Agreement applies, the AGENCY will verify that the opinion issued by the CPA is an unqualified opinion.
- b. Report all errors, omissions, deficiencies, and inconsistencies in writing to the Auditing Specialist for MDOT's Office of Passenger Transportation (NOTIFICATION). The NOTIFICATION must include but is not limited to the following:
 - i. Identification of any missing line items for each PROJECT AUTHORIZATION and any incorrect dollar amounts reported on the Schedule of Expenditure of Federal and State Awards. The NOTIFICATION must explain why the errors occurred and must identify the corrective action taken or being taken to prevent future misreporting.
 - ii. If an audit finding, particularly one that identifies loss due to neglect, misuse, waste, or conflict of interest, is applicable to a PROJECT

AUTHORIZATION, the NOTIFICATION must explain the impact the audit finding has on the amount MDOT would otherwise be obligated to pay on the PROJECT AUTHORIZATION. The explanation must identify the corrective action taken or being taken to help to ensure that the audit finding is not repeated in future audits.

- iii. If the CPA issued a qualified opinion on the internal controls report required under Section 27, the NOTIFICATION must explain the internal control failure(s) and must identify the corrective action taken or to be taken to help to ensure that an unqualified opinion will be issued in future audits.

The AGENCY must take the necessary corrective action to prevent the same errors, omissions, deficiencies, and/or inconsistencies from being repeated in subsequent years' audits. Repetition of errors resulting in the same audit findings may result in the loss of funds associated with the PROJECT AUTHORIZATIONS that are the subjects of the audit findings.

- c. If no errors, omissions, deficiencies, or inconsistencies are found in the audit, the AGENCY may either:
 - i. Submit a written concurrence to MDOT's Auditing Specialist that will allow the Office of Passenger Transportation to begin its review of the CPA audit; or
 - ii. Take no action and allow the thirty (30) day review period to expire. The AGENCY agrees that failure to submit a written concurrence means that the AGENCY has performed the required review, concurs with the audit, and agrees that MDOT can proceed with its review.

Upon expiration of the AGENCY's thirty (30) day review period, MDOT will review the CPA audits.

30. MDOT AUDIT AND ADJUSTMENTS

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or any PROJECT AUTHORIZATION or questions the allowability of an item of expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible bureau or office of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any

disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Agreement. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the AGENCY, the AGENCY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the AGENCY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the AGENCY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the AGENCY under this Agreement or any other agreement or payable to the AGENCY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The AGENCY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the AGENCY in a timely filed RESPONSE.

31. ACCESS

The AGENCY agrees to provide to MDOT copies of all reports and data specified in each PROJECT AUTHORIZATION. The AGENCY further agrees to provide MDOT access to all technical data, reports, other documents, lists of personnel, and work in process pertaining to any PROJECT. Copies of technical data, reports, lists of personnel, and other documents will be provided by the AGENCY upon request from MDOT and/or the FEDERAL agency.

32. NONDISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE

- a. In connection with the acceptance of this Agreement, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement
- b. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the US DOT (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- c. The AGENCY will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, with regard to its contracting opportunities. The AGENCY's contracting opportunities include the purchase of any items and the undertaking of any construction projects except transit vehicles.

When the AGENCY reaches the FEDERAL threshold of Two Hundred Fifty Thousand Dollars (\$250,000.00) per FEDERAL fiscal year on FEDERAL funds administered by MDOT, MDOT will notify the AGENCY if it is required to submit its quarterly DBE Accomplishments to MDOT for these FEDERAL funds. Transit vehicles are exempt from this Two Hundred Fifty Thousand Dollar (\$250,000.00) threshold. Failure to comply with 49 CFR Part 26 will result in the withholding of FEDERAL funds administered by MDOT.

- d. Recipients of Department of Transportation (DOT) funds are expected to keep accurate data regarding the contracting opportunities available to firms paid for with DOT dollars. Failure to submit contracting data relative to the DBE program will result in noncompliance with 49 CFR Part 26. All dollar values listed on this form (Uniform Report of DBE Awards or Commitment and Payments) should represent the DOT share attributable to the Operating Administration.
- e. The DBE Commercially Useful Function (CUF) requirements (form 4109T) of MDOT's Office of Passenger Transportation are set up to ensure compliance with 49 CFR Part 26.37(b). The requirements are effective immediately and apply to all federally-funded MDOT and local agency projects that include participation of a DBE certified company. It should be noted that this applies to all projects with work completed by DBE firms, not just projects with a DBE goal. This review

should be conducted while the DBE is actually working on the project. Federal regulation 49 CFR 26.55 states: "A DBE performs a commercially useful function when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved." Additional FHWA CUF guidance can be found at: www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf.

- f. Agencies that direct reports to the FTA for the purposes of the DBE Program are required to provide copies of their FTA DBE participation reports on a semi-annual basis to MDOT.

33. CERTIFICATION

For any PROJECT AUTHORIZATION in excess of One Hundred Thousand Dollars (\$100,000.00) of FEDERAL funds, the AGENCY certifies to the best of its knowledge and belief that:

- a. No FEDERAL appropriated funds have been paid or will be paid by or on behalf of the AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any FEDERAL contract, the making of any FEDERAL grant, the making of any FEDERAL loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any FEDERAL contract, grant, loan, or cooperative agreement.
- b. If any funds other than FEDERAL appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the AGENCY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," pursuant to Section 1352, Title 31 USC, in accordance with its instructions.
- c. The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand

Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

34. TERMINATION OR SUSPENSION

The AGENCY agrees that any PROJECT AUTHORIZATION and/or this Agreement may be terminated for any reason articulated in Section 340 ("Termination") of PART 200.

For any reason, MDOT or the AGENCY may, by thirty (30) days written notice or as otherwise specified in the PROJECT AUTHORIZATION, suspend any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION until such time as the event or condition resulting in such suspension has ceased or been corrected.

For any reason, MDOT may, by thirty (30) days written notice to the AGENCY, or as otherwise specified in the PROJECT AUTHORIZATION, terminate any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION.

Upon receipt of any notice of termination or suspension of a PROJECT under this section and in accordance with MDOT procedures, the AGENCY will proceed promptly to carry out the actions required therein, which may, without limitation, include any or all of the following:

- a. Take all necessary action to keep to a minimum the further incurrence of eligible PROJECT costs.
- b. Furnish to MDOT a statement of the status of the PROJECT, the inventory, and the PROJECT costs to date, as well as a proposed schedule, plan, and budget for terminating or suspending and closing out PROJECT activities and contracts, and other undertakings, the costs of which are otherwise eligible as PROJECT costs. The closing out will be carried out in conformity with the latest schedule, plan, and budget approved by MDOT or under the terms and conditions imposed by MDOT for failure of the AGENCY to furnish a schedule, plan, and budget within a reasonable time. The closing out of MDOT financial participation in the PROJECT will not constitute a waiver of any claim MDOT may otherwise have arising out of this Agreement.

35. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in the performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different

violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Agreement subsequently appears in the register during the performance period of this Agreement. The website for the register is <http://www.sam.gov/portal/SAM/#1>.

36. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement.

37. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom.

38. PROHIBITED INTEREST

No member, officer, or employee of the AGENCY, during his/her tenure or one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

39. POLITICAL ACTIVITY

None of the funds, the facilities, or the PROJECT equipment provided in any PROJECT AUTHORIZATION under this Agreement will be used for any partisan political or millage activity or to further the election or defeat of any candidate for public office.

40. DISCREPANCIES

In case of any discrepancy between the body of this Agreement and any attachment hereto, the body of this Agreement will govern. In case of any discrepancy between the body of this Agreement and any PROJECT AUTHORIZATION hereunder, the body of this Agreement will govern.

41. TERM OF AGREEMENT

The effective date of this Agreement is October 1, 2021, and the Agreement will continue in effect until the last obligation between the parties under this Agreement has been fulfilled. The Agreement will include PROJECT AUTHORIZATIONS for program years 2022 through 2025.

When the funding of a PROJECT AUTHORIZATION is contingent upon the award of the matching FEDERAL grant for MDOT and FTA funds, MDOT will allow costs to be incurred for PROJECTS in advance of FEDERAL and MDOT approval to be apportioned in fiscal years 2022-2025, including carryover amounts, subject to allowance by the FEDERAL agency and the following: (1) use of this pre-award spending authority must meet all of the conditions and requirements as may be set forth in the Federal Register, and (2) costs incurred for the PROJECT that are not approved by the FEDERAL agency or MDOT will not be eligible for reimbursement and will remain the responsibility of the AGENCY.

When a PROJECT AUTHORIZATION contains only state funds or only state and local funds, MDOT will allow costs to be incurred by the AGENCY for the PROJECT prior to award of the PROJECT AUTHORIZATION. If costs are incurred for a PROJECT that are not approved by MDOT, those costs will not be eligible for reimbursement and will remain the responsibility of the AGENCY. If for any reason the PROJECT AUTHORIZATION does not get awarded, MDOT will not be responsible for expenses that have been incurred.

MDOT will not pay or be responsible for any costs incurred by the AGENCY subsequent to the expiration of the PROJECT AUTHORIZATION.

PROJECT AUTHORIZATIONS may be issued under this Agreement beginning October 1, 2021. The term for a PROJECT AUTHORIZATION will be indicated on that PROJECT AUTHORIZATION.

42. SIGNING

This Agreement will become binding on the parties upon signing by the duly authorized representatives of the AGENCY and MDOT and upon the adoption of a resolution approving this Agreement and authorizing the signature(s) hereto of the respective official(s) of the AGENCY. A certified copy of the Agreement resolution must be provided to MDOT.

Prior to the award of any PROJECT AUTHORIZATION, the AGENCY must provide to MDOT a certified copy of a resolution approving the PROJECT AUTHORIZATION and authorizing the signature(s) of the respective official(s) of the AGENCY. In lieu of individual resolutions for each PROJECT AUTHORIZATION, the AGENCY may elect to provide authority to sign the PROJECT AUTHORIZATION as a part of the Agreement resolution.

BRIGHTON COMMUNITY EDUCATION

By:
Title:

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By:
Title: Department Director

APPROVED
Director Agenda

EXHIBIT A
INSURANCE REQUIREMENTS

All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable insurance (including self-insurances) carried by the STATE. The AGENCY also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The AGENCY will comply with the following insurance requirements as applicable:

1. Vehicle Insurance

- a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.
 - i. Personal Protection Insurance as required by MCL 500.3101(1).
 - ii. Property Protection Insurance as required by MCL 500.3101(1).
 - iii. Residual Liability Insurance as required by MCL 500.3101(1).
 - iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar (\$1,000,000) minimum per occurrence limit should be carried.
 - v. The coverage specified above will be in the minimum combined single limit amount of One Million Dollars (\$1,000,000) per occurrence.
- b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.
- c. The coverage specified above will name the AGENCY and the STATE as the insured.

2. Facility and/or Equipment Insurance (Non-vehicle) and Bonds

- a. Insurance - During the term of this Agreement, the AGENCY will:

- i. Keep all buildings, improvements, and equipment in, on, or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in an amount not less than ninety percent (90%) of the full replacement value. The AGENCY will be responsible for the payment of any deductible. The AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.
 - ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of the AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate.
- b. Bonds

The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not 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 because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021

Report #21-166

For Action

Subject:

HS Graphics Equipment purchase - Digital Press

Recommendation:

Purchase new digital press for HS Graphics program per the attached quote with a not to exceed amount of \$54,523.81.

Rationale:

District Goal Addressed:

☒ Communication
☐ Fiscal Integrity
☐ Student Achievement

Motion

Moved by:

Supported by:

To approve the HS Graphics equipment purchase - digital press as presented.

Voice Vote:

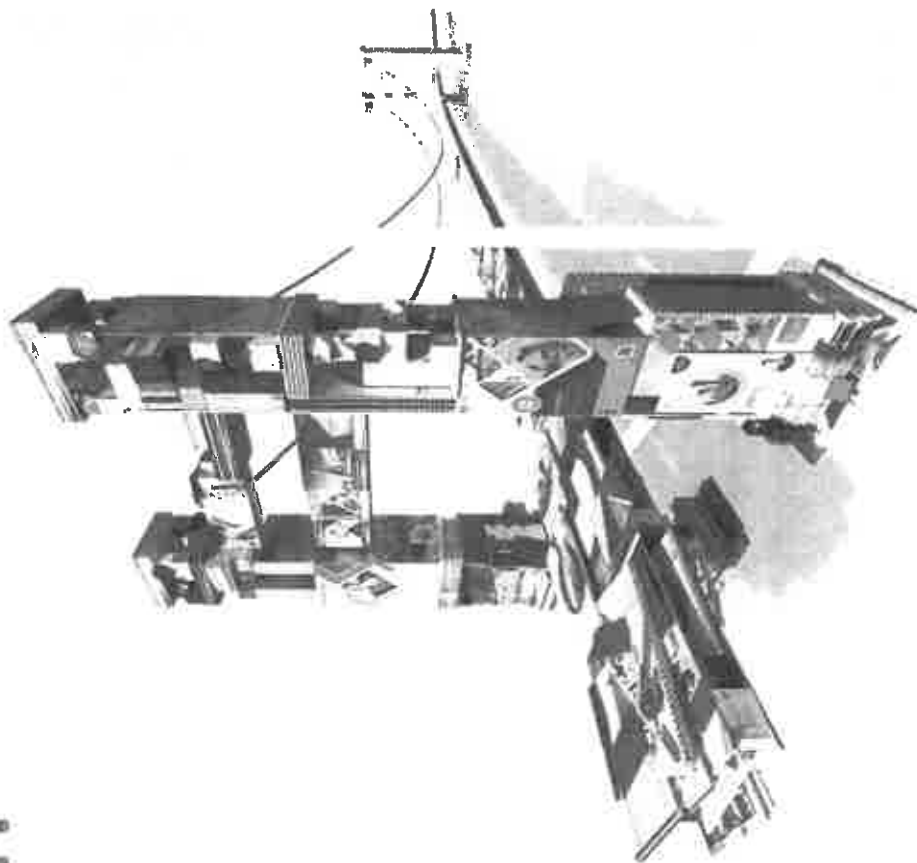
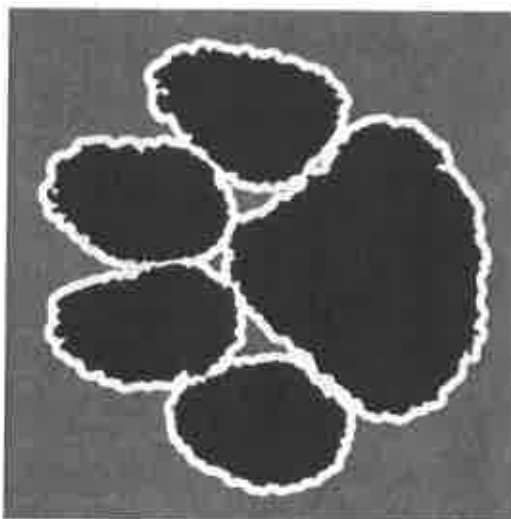
☐ Ayes

☐ Nays

Rethink the Future of Print!



Partnership Solution For: Brighton Schools



Executive Summary

Dear Sean,

Konica Minolta is proud to offer a proposal that combines our innovative digital production press technology with our world-class services portfolio. We embrace our history of innovation and investments in future technologies to remain focused on increasing efficiencies to grow your business.

After having reviewed Brighton Print Shops specifications, we are recommending upgrading the current Bizhub c7000 to the new AccurioPrint c4070 with the AccurioPro Flux Workflow. The AccurioPrint C4070 will be equipped with vacuum feed drawers, allowing for an increase in printing capabilities on stocks up to 360gsm. We are also adding a post inserter to the booklet finisher which will allow the shop to efficiently produce booklets with full bleed covers.

In addition to the hardware enhancements we also are proposing a workflow upgrade to the AccurioPro Flux platform. This new platform will allow students to get real world experience working with a prepress solution that mimics the workflow of some of the biggest in-plants in our state.

Konica Minolta is a dynamic company that continues to meet the needs of our customers through superior products and services. Our local team has extensive tenure in the industry and has personally supported this market segment for more than 35 years. It is our underlying goal to focus on the most important aspects of your printing and document needs, with industry leading imaging equipment, tools and applications.



KONICA MINOLTA

Giving Shape to Ideas

PUA Buying Cooperative

Printing United Alliance (PUA) is the trade association of choice for professionals. Focused on the industrial, graphic, garment, textile, electronics, packaging and commercial printing industries, PUA helps Graphic Communication companies grow their business into new market segments through the incorporation of research, business development tools, technology reviews and publications. Members have unparalleled access to preeminent education, training, workshops, events, research, government and legislative representation, safety and environmental sustainability guidance, as well as resources from Napco Media and Printing Impressions Magazine.

US Master Agreement Number: 40181817



KONICA MINOLTA

Giving Shape to Ideas

AccurioPress C4000 Series

The AccurioPress C4000 series, high-speed digital printing press offers professional finishing, high productivity, up to 80 ppm, real-time automated quality adjustments and excellent image quality.

- Accepts paper sizes up to 13" x 19.2" and weights up to 360 gsm, with envelope printing at rated speed
- Productive duplex banner printing with a banner tray that holds 1000 banner sheets of up to 34" and simplex banner printing up to 51" - (Optional)
- High-speed dual scanning at speeds up to 260 ipm for hard-copy originals (Optional)
- Outstanding Image Quality – 3600 (equivalent) x 2400 dpi resolution
- HDE toner for superior halftone and skin-tone reproduction, with biomass plant-based material to reduce environmental impact
- SEAD V Screen-Enhancing Active Digital Processing System continuously maintains image stability
- Versatile inline finishing options to suit any production need
- Konica Minolta participates in EPEAT, a ratings standard for measuring electronics products' environmental impact.



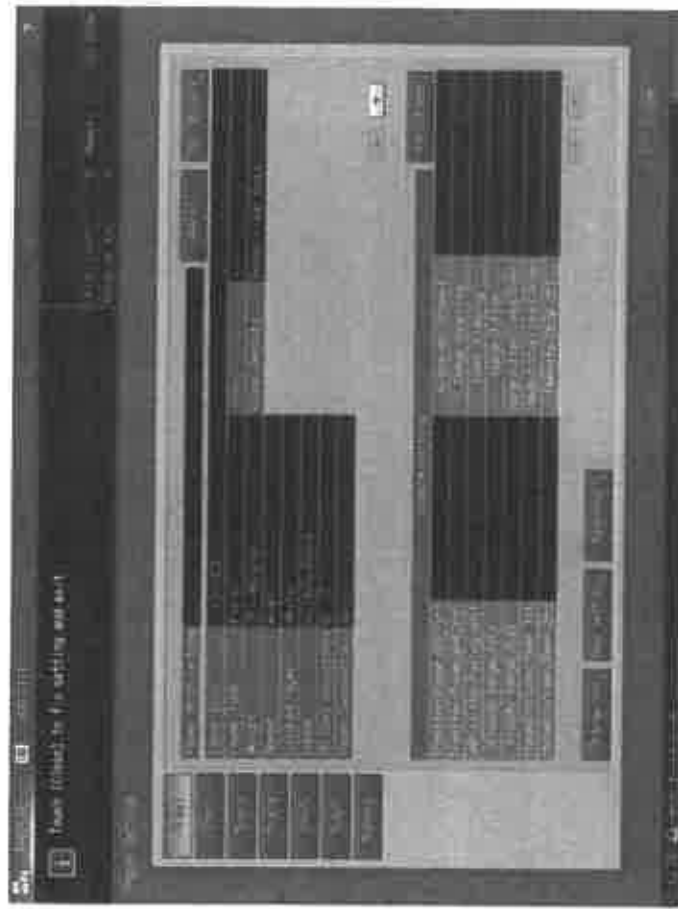
KONICA MINOLTA

Giving Shape to Ideas

AccurioPress C4000 Series

Simple Settings

- Operators can now easily make adjustments for image quality issues with ease
- On previous existing models, to make these types of adjustments the operator would need to know the appropriate setting and where that setting could be accessed.
 - Simple Settings is easily accessed through the PAPER TRAY SETTINGS
 - Before pressing CHANGE SET
- Simple settings is organized by types of image quality issues and provides an explanation of what the setting
- Each settings makes the necessary corresponding adjustments

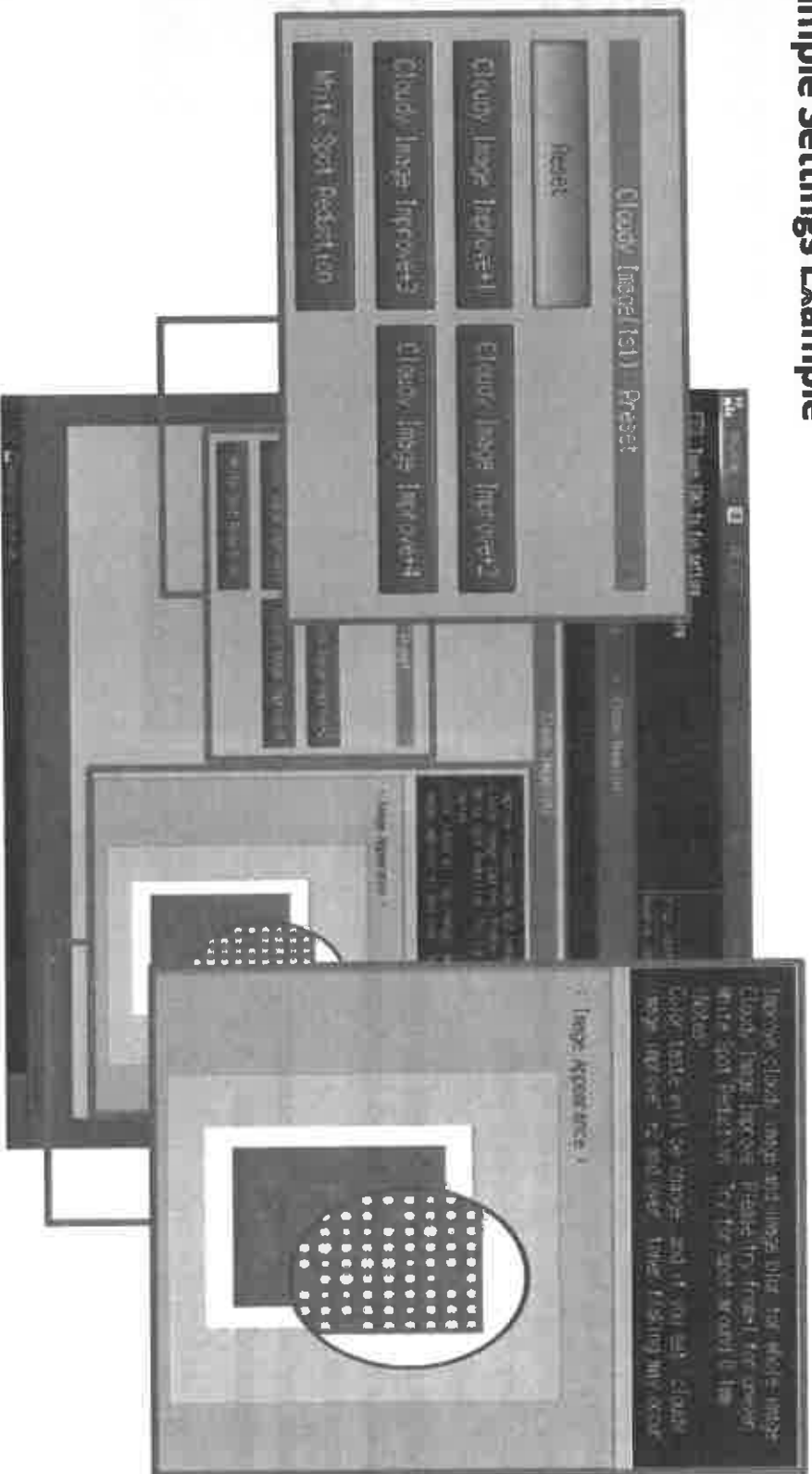


KONICA MINOLTA

Giving Shape to Ideas

AccurioPress C4000 Series

Simple Settings Example



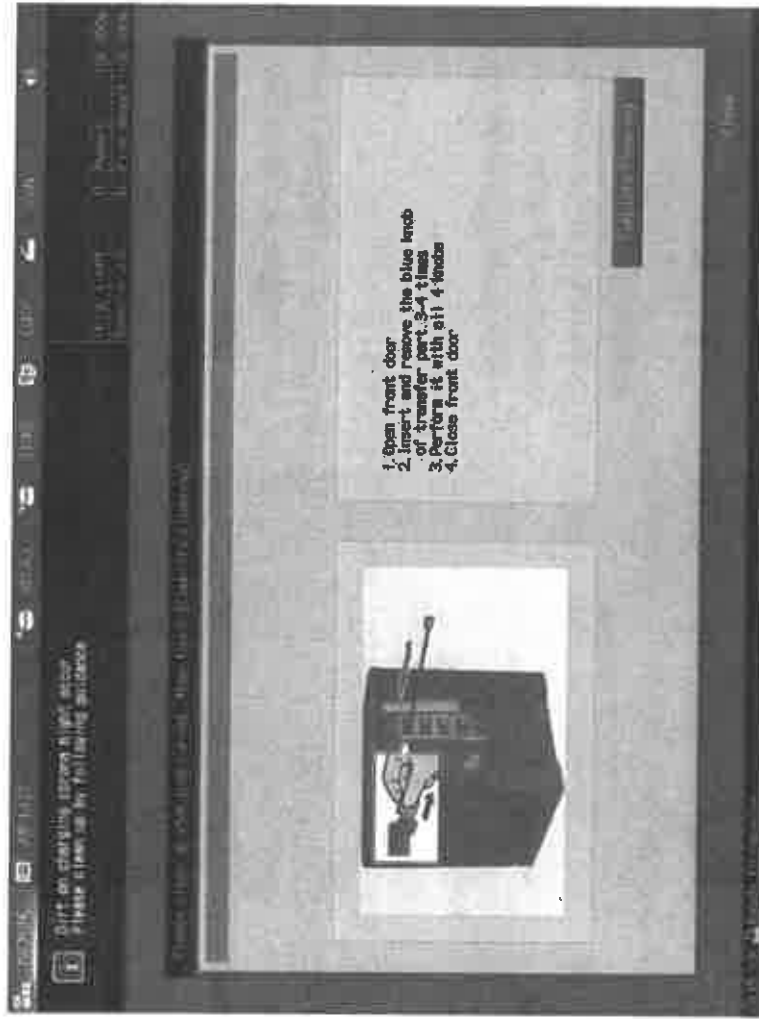
KONICA MINOLTA

Giving Shape to Ideas

AccurioPress C4000 Series

Charging Corona Cleaning Notification

- A notification will appear on the screen prompting the operator to clean the charging coronas
 - Follow the steps displayed on the screen to clean the charging coronas
- Cleaning of the charging coronas extends the life on the parts, and allows for more uptime



KONICA MINOLTA

Giving Shape to Ideas

AccurioPro Flux Premium

Make-ready

Your print file needs some extra editing? You don't need to switch to another tool: Rearrange pages and sheets. Add pages from external PDF files. Insert tab sheets and label them easily. Crop, scale or rotate page content.

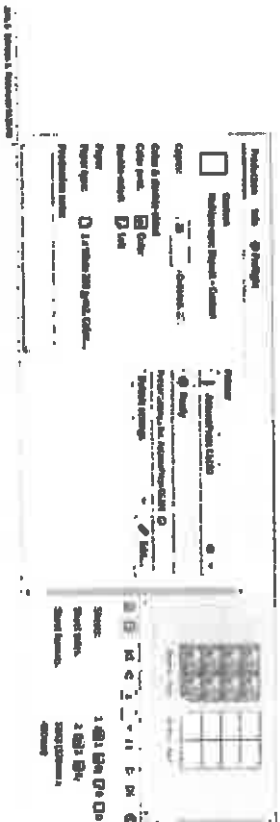
Work anywhere

You decide whether you want to edit print jobs in the locally installed Flux Workstation or rather in the browser of your PC, Mac or mobile device. You have full flexibility and can work anywhere.



Basic preflight check

Avoid printing problems resulting from incorrect PDF files. During import all documents are automatically checked for missing fonts, images with a resolution too low and transparencies.



Job submission via clients

Users can send print files directly from their applications via the company network using a dedicated client; no need for prior conversion to PDF format. Print files are automatically imposed and arrive print-ready at your desk.

Job management

All print jobs are listed in the main window to guarantee a perfect overview. But for special tasks you can create custom filters, which show only the required parts of the job list. For example, create a filter to see only jobs that are assigned to a certain printing device.

Integration of 3rd party devices

Our software solution is optimized for output on production machines from Konica Minolta. In addition, you can also connect printing devices from other manufacturers. This allows you to centrally control all machines in your print room.



KONICA MINOLTA

Giving Shape to Ideas

AccurioPro Flux Premium

Hardware and Operating System requirements:

Please note the following recommended system specifications to be provided by Brighton Area Schools.
(Virtual machine or hardware server)

- **Flux Server PC**
 - *Windows Server 2016 (64-bit), Windows Server 2019 Standard (64-bit)*
 - *Intel i7 (4th generation) quad core with hyper threading or equivalent*
 - *1 TB free hard disc space or more (depending on workload)*
 - *Solid-state drive*
 - *32 GB RAM*
- **Flux Workstation PC (Client)**
 - *Windows 10 Pro (64-bit), Windows 8.1 Pro (64-bit)*
 - *Intel i5 (4th generation) quad core with hyper threading or equivalent*
 - *4 GB free disc space (for installation, plus sufficient space to hold temporary data)*
 - *8 GB RAM*
 - *Screen resolution of 2560 x 1440 pixels*
- **Flux Printer & Flux Web Printer**
 - *Windows 10 Pro (32-/64-bit), Windows 8.1 Pro (32-/64-bit)*
 - *Browser support*
 - *Firefox from version 85*
 - *Chrome from version 88*
 - *Microsoft Edge from version 88*
 - *Internet Explorer 11 (only for Flux Web)*
 - *Safari 13 for macOS (only for Flux Web)*

The disk space requirements do not account for archived jobs. Depending on the number and type of jobs, more disk space may be required.

These requirements assume that AccurioPro Flux is running on a dedicated server. Requirements of other applications running on the same system must be added.



KONICA MINOLTA

Giving Shape to Ideas

Recommended Configuration

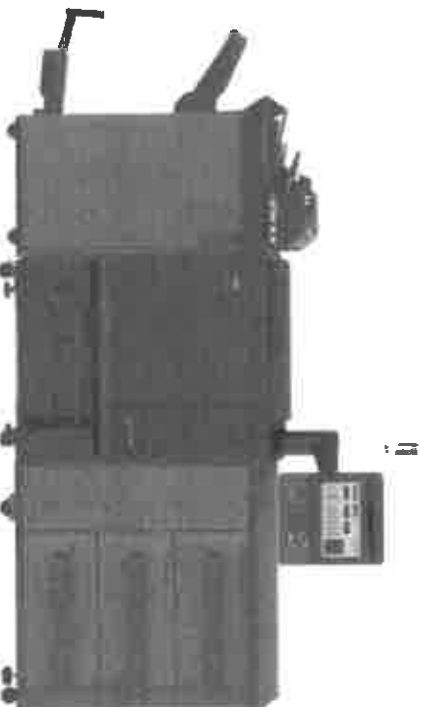
- **AccurioPrint C4070 Main Engine**
- **PF-707m: Large capacity three-drawer vacuum feed paper unit**
 - **OC-511: Original Cover**
 - **EF-107: Envelope Fuser**
 - **IM-101: Intelligent Media Sensor**
- **FS-532: 100 Sheet Stapler with 2/3 Hole Punching**
 - **SD-510: Saddle Stitch Booklet with tri-folding capabilities**
- **PI-502: Post Insertter**
- **IC-607: Konica Minolta Controller**
 - **Status Indicator Light**
 - **MYIRO-1 Spectrophotometer**



WIDTH
110.39 inches

DEPTH
35.55 inches

HEIGHT
66.25 inches



1 x NEMA 6 - 20R (A) 2 x NEMA 5 - 15R (B)



KONICA MINOLTA

Giving Shape to Ideas

Hardware & Service Pricing

AccurioPress Upgrade

AccurioPress C4070 (70ppm color): \$41,835.81

AccurioPro Flux Premium: \$12,688.00

Annual Software renewal: \$2,343

****\$2,300 for Current C7000** (Check made out to Brighton Schools)**

Service Monthly Rate: \$38.50

Includes: 2,000 B/W and 500 Color Prints (Monthly)

AccurioPress c4070 click rates: Single Click up to 13x19

Color- 0.043

B/W- 0.0085

- Service contract will include the following: parts, labor, toner, and ALL preventative maintenance
- Delivery, installation, network integration, and training included
- Click rates locked for 5 years



KONICA MINOLTA

Giving Shape to Ideas

Accessory Pricing

Upgraded Engine Speed allows for more advanced finishing now or in the future

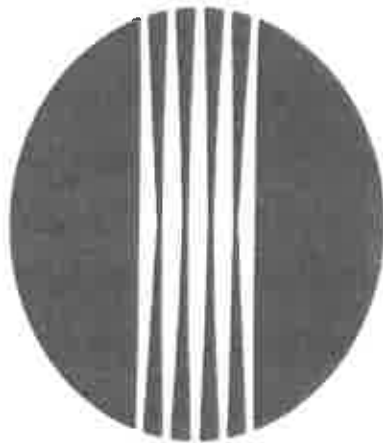
- RU-518: (Paper De-curling Relay Unit): \$4,842 ***This item is required for any additional accessories listed below***
- SD-506 (200pg Saddle Stitch booklet maker with face trim): \$13,315
- GBC G3 Punch: \$9,338
 - Double punch up to a 12x18 sheet, allows for 2 up books, saving money and time.
 - Crease and perforation dies now available
 - Need to confirm which dies are needed
 - Die cost, not included in above pricing



KONICA MINOLTA

Giving Shape to Ideas

Thank You!



KONICA MINOLTA



**BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021**

Report #21-167

For Action

Subject:

2019 Bond Program – Phase Three – Contract Award

Recommendation:

Enter into the following trade contract:

C&M Associates – Athletic Equipment - \$617,945

Enter into the following change order:

Clark Construction Company - \$9,269

Set aside bond contingency funds for the following:

Phase Two Construction Contingency - \$37,633

Rationale:

After a public bid opening on October 14, our Construction Manager, Clark Construction Company, in conjunction with Foresite Design, our Athletic Facility Planning Consultant, is recommending that we, Brighton Area Schools (BAS), enter into a trade contract with C&M Associates with a not to exceed amount totaling \$617,945. It is further recommended we establish General Conditions (\$9,269) and Construction Contingency (\$37,633) set asides from the bond contingency amounts. The General Conditions set aside will be handled through a change order to Clark Construction Company and the Construction Contingency will be done through internal accounting. See attached bid tabulation. As previously discussed, the indoor practice facility is larger in scale and over the bond application amount, so these contracts will come from overall contingency dollars, which currently sit at approximately \$8 million. This recommendation has been cleared through the Bond/Facilities subcommittee for action. This item was previously discussed and tabled at the November 22, 2021 meeting.

Facts/Statistics:

District Goal Addressed:

☐ Communication
☒ Fiscal Integrity
☒ Student Achievement

Motion

Moved by:

Supported by:

To approve the 2019 Bond Program – Phase Three – Contract Award as presented.

Voice Vote:

☐ Ayes

☐ Nays



Headquarters
3535 Moores River Drive
Lansing, MI 48911
517.372.0940 phone | 517.372.0668 fax

November 17, 2021

Mr. Michael Engelter
Brighton Area Schools
125 South Church Street
Brighton, MI 48116

Southeast Michigan Office
2660 Superior Court
Auburn Hills, MI 48326
248.286.1000 phone

Northern Michigan Office
3432 US 23 South
Alpena, MI 49707
989.278.2272 phone

www.clarkcc.com

Re: Brighton Area School – 2019 Bond Program
Contract Award Recommendation
Brighton High School Indoor Athletic Facility

Dear Mr. Engelter,

As Construction Manager for Brighton Area Schools 2019 Bond Program, Clark Construction Company hereby recommends Brighton Area Schools award and enter into a Contract with the following listed contractors for the Indoor Athletic Field.

Competitive bids were received November 5, 2021. Clark Construction Company has conducted post-bids interviews with several bidders. Bid Category #1 – S&H Turf has a complete scope of work. Bid Category #2 – While Goddard is low bidder for the indoor practice facility, Star Trac has the combined low bid for all three tracks. Bid Category #3 – Post bid interviews were held with the low three bidders. It was determined that both Astro Turf and A turf had a better product the Sprint Turf. Sprint Turf also did not have favorable recommendations. Since all the current fields have been provided by Astro Turf, Astro Turf is being recommended. Bid Category #4 – It was determined that Gardener C Vose did not include a complete scope of work. Therefore, C & M is being recommended.

In addition to the Trade Contractor Contract award recommendations Clark recommends the Board of Education approve establishment of a construction related General Conditions fund and Contingency fund as listed below. General Condition cost and Contingency items will not be committed without prior approval to proceed from Brighton Area Schools. The General Conditions fund for items such as permits, safety fencing, directional signage etc. will be set aside in the form of a Change Order to Clark Construction Company for payment of these items. The Contingency fund is established for necessary unforeseen changes in the work.

Clark Construction recommends the following Contract award be considered for action at the November 22, 2021 Board Meeting.



Cat.	Description	Contractor		Amount
1	Site Work	S&H Turf	Approved 11/22/21	189,000
2	Track Surface	Star Trac	Approved 11/22/21	48,000
3	Turf	Astro Turf	Approved 11/22/21	385,342
4	Athletic Equipment	C&M Associates		\$626,940
			Less: High Jump Pit	<8,995>
				617,945
			Total Trade Contract Award	617,945
				\$ 1,249,282
		General Conditions	1.50%	\$ 18,739
		Construction Contingency Fund	6.00%	37,633
				76,081
			Total	\$ 1,344,102

664,847

We have enclosed a tabulation of bids received for the bid category recommended for Contract award. Please contact me should you have any questions.

Sincerely,

CLARK CONSTRUCTION COMPANY

Bernie Giannotta
 Sr. Project Manager

C: File
 IDI – Scott Hoeft

Brighton Area Schools
Bond Program 2019 - Phase 3.1 Athletic Field Turf and Equipment
11/5/21

Bid Category: 04 - Athletic Equipment

Contractor	Contractor's Business Location	Bid Security	Familial Relationship	Iran Sanction Act Compliance	Addendums Acknowledged	Bid Amount	Alternate 4 - Provide donkey filming platform in lieu of scaffold filming	Notes
Gardener C Vose, Inc	Bloomfield Hills, MI	x	x	x	x	\$ 457,944		Not a complete bid
C & M Associates LLC	Brighton, MI	x	x	x	x	\$ 626,940	\$ 29,500	

Apparent Responsible Low Bid	
Contractor	Bid Amount w/Alternates
C & M Associates LLC	\$ 626,940

Detail Sheet

We are pleased to be bidding on our athletic equipment for Brighton Area Schools – Indoor Athletic Field House:

Bid Category 04 – Athletic Equipment

Section 116833 – Athletic Field Equipment

- Three (3) – Performance Sports Systems (PSS) batting cages, AS SPECIFIED.
- Seven (7) – PSS fold up divider curtains, AS SPECIFIED.
- Four (4) – PSS peak fold divider curtains, AS SPECIFIED.
- One (1) - TSC1500 touch screen gym control system, AS SPECIFIED.
- Thirty (30) - PSS tapered 3-sided custom column pads, AS SHOWN AND SPECIFIED.
- Nineteen (19) – PSS 3-sided column pads, AS SHOWN AND SPECIFIED.
- One (1) - Scaffold Express 15' rolling camera platform, AS SPECIFIED.
- Four (4) – Jaypro lacrosse goals, AS SPECIFIED.
- Two (2) – AAE field hockey goals, AS SPECIFIED.
- Three (3) – Douglas portable tennis systems, AS SPECIFIED.

NOTE: CHOICE OF MANUFACTURERS STANDARD COLORS. ALL ELECTRICAL WIRING AND CONDUIT BY OTHERS.

Section 116836 – Portable Soccer Goals

- One (1) Set – Sportsfield Specialties custom regulation soccer goals w/accessories, AS SPECIFIED.
- Three (3) Sets – Sportsfield Specialties youth soccer goals, AS SPECIFIED.
- Two (2) Sets of 4 – corner flags for synthetic turf, AS SPECIFIED.

Section 116840 – Field Event Construction

- One (1) – Sportsfield Specialties take-off board, AS SPECIFIED.
- One (1) – Sportsfield Specialties sand pit with sand catcher system, AS SPECIFIED.
- One (1) – Sportsfield Specialties vault box w/cover, AS SPECIFIED.
- One (1) – AAE pole vault pad.
- One (1) – Blazer Athletics inflatable high jump pad, AS SPECIFIED.
- ① • One (1) – Richey high jump pit, AS SPECIFIED.
- Forty (40) – AAE high school hurdles w/cart, AS SPECIFIED.

NOTE: SAND FOR SAND PIT NOT INCLUDED IN PROPOSAL. ITEMS TO BE EMBEDDED TO BE TURNED OVER TO CONCRETE FLAT WORK CONTRACTOR. BLAZER INFLATABLE POLE VAULT PAD IS CURRENTLY NOT AVAILABLE.

Section 116847 – Indoor Scoreboard & Section 275114 – Public Address Speaker

- One (1) – Daktronics LED 2018 scoreboard and speaker system, AS SPECIFIED.
- NOTE: CHOICE OF DAKTRONICS STANDARD COLORS. ALL ELECTRICAL WIRING AND CONDUIT BY OTHERS.

C & M Associates will not process any orders for material or labor until all fully executed orders, change orders and/or field orders, are received in our office. Scheduling will be done only after receipt of same. C & M Associates will not accept contracts with a penalty clause/liquidated damages. C & M Associates will provide clean up of our materials under our scope of work at time of installation. Therefore, we will not accept any charges for disposal and/or cleaning. ALL PRICING IS BASED ON OUR STANDARD INSURANCE ONLY. STANDARD WARRANTIES INCLUDED IN PROPOSAL. This detail sheet will become a part of all contracts Or Purchase Orders.

① Remove per Bond/Facilities Committee.

Phone 810.220.5335 Fax 810.220.8288

Mailing P.O. Box 1889 • Brighton, MI 48116-5634

Office 3637 S. Old US Hwy 23 • Suite 300 • Brighton, MI • 48114

BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021

Report #21-168

For Future Action

Subject:

New Course Proposals for 2022-23

Recommendation:

Approve the adoption of New Course Proposals for 2022-23

STEAM- Crash, Bang, Forces and Motion

STEAM- Environmental Engineering for Green Design

Fashion Design & Merchandising

Rationale:

The following courses have been proposed by Brighton High School and Scranton Middle School for 2022-23. Course proposals contain rationale, curriculum standards, materials, and costs. All courses were reviewed at the building and district level and approved with staff and administrator representatives.

Facts/Statistics:

Costs of materials and training (if any) is outlined in the course proposal

District Goal Addressed:

☐ Communication

☐ Fiscal Integrity

☒ Student Achievement

Motion:

Moved by:

Supported by:

To approve the New Course Proposals for 2022-23 as presented.

Voice Vote:

☐ Ayes

☐ Nays

BRIGHTON AREA SCHOOLS
Board of Education
December 13, 2021

For Information

Finance:

1. Bills for payment of November 19 – December 3, 2021.

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
REGULAR CHECKS								
025418	11/19/2021	07420	BRIGHTON TUX SHOP	31877 C	21-296-7920-031-015-0000	PANTS ADJUSTMENT	46.00	46.00
025419	11/19/2021	08660	CANADA DRY BOTTLING CO	31876 C	21-296-7920-031-750-0000	STORE DRINKS	564.78	564.78
025420	11/19/2021	09964	CLARK HILL P.L.C.		11-231-3170-000-000-0000	SE LEGAL SERV	260.00	260.00
025421	11/19/2021	10785	CONSUMERS ENERGY		11-261-5510-031-000-0000	BHS GAS 9/30-10/28	139.57	3,323.28
					11-261-5510-031-000-0000	BHS GAS 9/30-10/28	3,183.71	
025422	11/19/2021	11809	D & M COFFEE INC	31875 C	21-296-7920-031-750-0000	STORE HOT DRINKS	117.98	117.98
025423	11/19/2021	25092	GRAND TRAVERSE PIE CO	31913 C	21-296-7920-021-480-0000	PIE CERTIFICATES	8,505.00	8,505.00
025424	11/19/2021	29960	HOWELL PUBLIC SCHOOLS		11-127-8210-031-000-0000	SHARED TIME TUIT	5,400.00	5,400.00
025425	11/19/2021	31642	IDN-HARDWARE SALES INC	31862 C	11-261-5992-000-000-0000	KEY 6PIN	429.00	545.49
				31863 C	11-261-5992-000-000-0000	KEY 6PIN	116.49	
025426	11/19/2021	61925	JOHNSON CONTROLS FIRE PROTECT		11-261-4129-000-000-0000	PANEL REPAIR	1,128.75	1,128.75
025427	11/19/2021	34720	KALAMAZOO RESA	31870 C	11-221-3120-000-000-7640	PROF DEV TITLE 2	385.00	385.00
025428	11/19/2021	13032	MICHELLE KENNEDY		11-283-3190-000-000-0000	TRAINING SERVICE	350.00	350.00
025429	11/19/2021	38690	MARSHALL MUSIC CO	31912 C	11-112-4120-021-000-0000	CLR REEDS	54.18	140.70
				31914 C	11-112-4120-021-000-0000	BSN/OBOE REEDS	86.52	
025430	11/19/2021	42705	MICH ASSN OF SCHOOL		11-232-3220-000-000-0000	LEADERSHIP CONF	200.00	200.00
025431	11/19/2021	43372	DISTRIBUTIVE EDU CLUB/AMERICA	31894 C	21-296-0000-031-003-0000	DECA CONF REGISTER	1,750.00	1,750.00
025432	11/19/2021	44225	MICHIGAN PHILHARMONIC		21-331-3190-000-000-0000	HOLIDAY POPS 12/11	10,000.00	10,000.00
025433	11/19/2021	46200	MITCHELL REPAIR INFORMATION CO	31884 C	11-127-5110-031-550-3440	NOV BILLING	112.42	112.42
025434	11/19/2021	51469	OAKLAND COMMUNITY	31891 C	11-113-3710-031-000-0000	C. STOTLER TUIT	496.00	496.00
025435	11/19/2021	54590	POLAR PARADISE	31881 C	21-296-7920-031-750-0000	STORE SLUSHY	675.00	675.00
025436	11/19/2021	56777	RESILIENCY, INC	31890 C	11-221-3120-000-000-7640	PROF DEV TITLE 2	6,074.72	6,074.72
025437	11/19/2021	61495	SHAR PRODUCTS COMPANY	31896 C	11-113-5110-031-039-0000	ORCH BOOKS	209.70	209.70
025438	11/19/2021	65600	STATE DISBURSEMENT UNIT		12-451-0500-000-000-0000	SUPPORT W/H 11/19/21	61.94	61.94
025439	11/19/2021	84549	WATSON LABEL PRODUCTS		11-222-5990-005-000-0000	MEDIA LABELS	143.73	524.46
					11-222-5990-121-000-0000	MEDIA LABELS	380.73	
025440	11/19/2021	MSC55	ROGER MYERS		11-232-3220-000-000-0000	ROGER MYERS	128.80	128.80
025441	11/19/2021	MSC55	SIDNEY JORDAN	31874 C	21-296-7920-031-000-0000	SIDNEY JORDAN	33.96	33.96
025442	11/19/2021	MSC60	JILL DAY	31885 C	61-296-5990-031-002-0000	JILL DAY	466.07	466.07
025443	11/19/2021	MSC60	MELISSA BABAS	31886 C	61-296-5990-031-002-0000	MELISSA BABAS	79.96	79.96
025444	11/19/2021	MSC60	MELISSA LYONSHOADLEY	31879 C	21-296-7920-031-001-0000	MELISSA LYONSHOADLEY	100.00	100.00

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
						Sub Total:	\$41,680.01	
ACH CHECKS								
A05992	11/19/2021	03895	ANN ARBOR WELDING SUPPLY CO I	30787 P	11-113-5110-031-010-0000	ART SHOP TANKS SEPT	50.22	
				30788 P	11-127-5110-031-550-3440	AUTO SHOP TANKS SEPT	50.22	100.44
A05993	11/19/2021	07268	BRIGHTON BAND BOOSTERS	31861 C	11-113-5110-031-038-0000	PINK HATS 1/2 PMT	315.00	315.00
A05994	11/19/2021	08316	CDW GOVERNMENT INC	31689 C	11-284-3450-000-000-0000	12 MONTH EES	21,958.40	21,958.40
A05995	11/19/2021	10760	CONSTELLATION NEW ENERGY LLC		11-261-5510-000-000-0000	BECC GAS SEPT	24.30	
					11-261-5510-001-000-0000	HAWK GAS SEPT	12.55	
					11-261-5510-004-000-0000	SPEN GAS SEPT	11.60	
					11-261-5510-005-000-0000	HRNG GAS SEPT	26.64	
					11-261-5510-006-000-0000	HILT GAS SEPT	21.33	
					11-261-5510-021-000-0000	SCRN GAS SEPT	57.37	
					11-261-5510-031-000-0000	BHS GAS SEPT	625.73	
					11-261-5510-041-000-0000	BRIDGE GAS SEPT	23.04	
					11-261-5510-121-000-0000	MALT GAS SEPT	73.68	
					11-261-5511-000-000-0000	TRNS GAS SEPT	5.34	
					21-261-5510-002-000-0000	CE GAS SEPT	50.78	932.36
A05996	11/19/2021	11808	D M BURR SECURITY		11-261-3150-000-000-0000	BANKCOURIER 11/05	102.80	102.80
A05997	11/19/2021	23350	GETAWAY TOURS INC	31883 C	21-296-0000-031-003-0000	DECA BUS 1/6	1,890.00	1,890.00
A05998	11/19/2021	25615	GRIMCO INC	31882 C	11-127-5110-031-562-3440	GLOSS GRAY	131.60	
				31898 C	11-127-5110-031-562-3440	SATIN WRAP PAPER	296.25	
				31899 C	11-127-5110-031-562-3440	NAVY/BRWN PAPER	106.69	
				31897 C	11-127-5110-031-562-3440	MATTE WHITE	146.95	681.49
A05999	11/19/2021	34867	KENSINGTON VALLEY VARSITY	31900 C	21-296-7920-031-000-0000	T-SHIRTS	438.84	
				31900 C	21-296-7920-031-400-0000	T-SHIRTS	84.24	523.08
A06000	11/19/2021	35838	KONICA MINOLTA BUS SOLUTIONS		11-132-4120-041-000-0000	BRIDGE COPIER 10/13-	2.56	2.56
A06001	11/19/2021	37640	LIVINGSTON COUNTY MECHANICAL	31902 C	11-261-4123-000-000-0000	HVAC CONTR SERV	1,760.00	1,760.00
A06002	11/19/2021	37672	LIVINGSTON EDUCATIONAL		11-271-8221-000-000-0000	RTC SERV JUL-NOV	612,673.00	612,673.00
A06003	11/19/2021	53375	PEPPER OF DETROIT	31880 C	11-113-5110-031-039-0000	MUSIC	10.00	10.00
A06004	11/19/2021	59742	DUKE SERVICES LLC	31901 C	11-261-4122-000-000-0000	CONT SERV PLUM	990.00	990.00
A06005	11/19/2021	67195	STUDENT ADVENTURES INC	31911 C	21-296-7920-021-480-0000	GT PIE FUNDRAISER	2,050.00	
				31910 C	21-296-7920-021-480-0000	EXTRA PIE FUNDS	15.00	2,065.00
A06006	11/19/2021	76046	TRIAx SERVICES	31903 C	11-261-3150-000-000-0000	CUSTODIAL NOV 1/2	7,376.00	7,376.00

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
A06007	11/19/2021	82065	W4 SIGNS INC	31869 C	11-261-5992-000-000-0000	SIGN RESKINS	88.00	
				31868 C	11-261-5992-000-000-0000	SIGN RESKIN	88.00	176.00
Sub Total:							\$651,556.13	
Register Total:							\$693,236.14	

District: bg-Brighton Public Schools
Run Date: 11/19/2021 1:15:05PM

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
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Posting By Fund

Fund Name	Amount
GENERAL FUND	\$666,368.53
SPEC REV - STUDENT ACTIVITY	\$16,270.80
COMMUNITY EDUCATION	\$10,050.78
STUDENT ACTIVITIES	\$546.03
Total:	\$693,236.14

Posting To Detail Control Accounts

Account	Description	Fund	Account Class	Acct. Charge
12-101-1000-000-000-0000	GENERAL FUND CHECKING	G	O	(693,236.14)
12-131-0000-000-000-0000	INTERFUND REC AP	G	K	26,867.61
12-402-0000-000-000-0000	A/P CONTROL - GF	G	D	666,368.53
22-402-0000-000-299-0000	A/P CONTROL STUDENT ACT	K	D	16,270.80
22-402-0000-000-300-0000	A/P CONTROL - CE	M	D	10,050.78
22-411-0000-000-000-0000	STUD ACTIVIT I/F	K	N	(16,270.80)
22-411-0000-000-300-0000	COMM ED I/F	M	N	(10,050.78)
62-402-0000-000-000-0000	A/P CONTROL - AGENCY	S	D	546.03
62-411-0000-000-000-0000	STUDENT ACT I/F	S	N	(546.03)

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
REGULAR CHECKS								
025445	11/23/2021	13033	LIVONIA COMMUNITY		21-321-7410-000-004-0000	REG SNOWBALL SPLASH	1,227.00	1,227.00
025446	11/23/2021	MSC55	KATELYN PALAZZOLA		21-296-5991-000-012-0000	KATELYN PALAZZOLA	250.00	250.00
Sub Total:							\$1,477.00	
Register Total:							\$1,477.00	

District: bg-Brighton Public Schools
Run Date: 11/23/2021 1:07:50PM

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
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Posting By Fund

Fund Name	Amount
SPEC REV - STUDENT ACTIVITY	\$250.00
COMMUNITY EDUCATION	\$1,227.00
Total:	\$1,477.00

Posting To Detail Control Accounts

Account	Description	Fund	Account Class	Acct. Charge
12-101-1000-000-000-0000	GENERAL FUND CHECKING	G	O	(1,477.00)
12-131-0000-000-000-0000	INTERFUND REC AP	G	K	1,477.00
22-402-0000-000-299-0000	A/P CONTROL STUDENT ACT	K	D	250.00
22-402-0000-000-300-0000	A/P CONTROL - CE	M	D	1,227.00
22-411-0000-000-000-0000	STUD ACTIVIT I/F	K	N	(250.00)
22-411-0000-000-300-0000	COMM ED I/F	M	N	(1,227.00)

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
ACH CHECKS								
A06008	11/24/2021	11428	CSM MECHANICAL LLC		41-456-6220-031-000-2019	BHS CONST	294,007.19	294,007.19
Sub Total:							\$294,007.19	
Register Total:							\$294,007.19	

District: bg-Brighton Public Schools
Run Date: 11/24/2021 2:28:34PM

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
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Posting By Fund

Fund Name	Amount
CAPITAL PROJECT 2019	\$294,007.19
Total:	\$294,007.19

Posting To Detail Control Accounts

Account	Description	Fund	Account Class	Acct. Charge
12-101-1000-000-000-0000	GENERAL FUND CHECKING	G	O	(294,007.19)
12-131-0000-000-000-0000	INTERFUND REC AP	G	K	294,007.19
42-402-0000-000-000-2019	AP CONTROL	H	D	294,007.19
42-411-0000-000-000-2019	2019 CAP PROJ I/F	H	N	(294,007.19)

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
REGULAR CHECKS								
025447	12/03/2021	01273	ALLIED EAGLE SUPPLY	32052 C	11-261-5990-000-000-0000	OPERATION SUP	200.22	200.22
025448	12/03/2021	00393	AT&T		11-261-3412-000-000-0000	INTERNET 11/16	694.47	694.47
025449	12/03/2021	06550	BEST PLUMBING SPECIALTIES INC	31967 C	11-261-5994-000-000-0000	ELECT MODULE	479.61	
				32055 C	11-261-5994-000-000-0000	SOLENOID	358.70	
				31938 C	11-261-5994-000-000-0000	ELECT MODULES	1,390.76	
				32044 C	11-261-5994-000-000-0000	MAINT SUP PLUMB/HTG	110.08	2,339.15
025450	12/03/2021	06712	BIG JIM'S SEWER AND DRAIN	32053 C	11-261-4122-000-000-0000	CABLE RESTROOMS	850.00	850.00
025451	12/03/2021	06932	BLUE LAKES CHARTERS & TOURS	31999 C	11-293-4920-000-000-0000	ATHLETIC TRANSPORTAT	3,510.00	
				32025 C	11-293-4920-000-000-0000	ATHLETIC TRANSPORTAT	2,260.00	5,770.00
025452	12/03/2021	13021	BRIVAR CONSTRUCTION		41-456-6220-121-000-2019	MALTBY CONST	161,554.80	161,554.80
025453	12/03/2021	08318	CEI MICHIGAN LLC	32039 C	11-261-4110-000-000-0000	ROOF REPAIR	655.00	
				32049 C	11-261-4110-000-000-0000	WALL REPAIR	717.00	
				32038 C	11-261-4110-000-000-0000	WALL REPAIR	1,453.00	2,825.00
025454	12/03/2021	09670	CITY OF BRIGHTON	32022 C	11-293-3191-000-004-0000	SECURITY FOOTBALL	1,251.48	
				32023 C	11-293-3191-000-004-0000	SECURITY FOOTBALL	1,701.50	2,952.98
025455	12/03/2021	10160	THOMAS COATOAM		21-321-7410-000-026-0000	REF ASSIGN FEE	120.00	120.00
025456	12/03/2021	10808	CONTI CORP	31975 C	11-261-4910-000-000-0000	DOOR LOCK REPAIR	127.50	
				31964 C	11-261-4910-000-000-0000	DOOR LOCK REPAIR	255.00	
				31965 C	11-261-4910-000-000-0000	DOOR LOCK REPAIR	340.00	722.50
025457	12/03/2021	11424	CRYSTAL GARDENS	32011 C	21-296-5991-000-026-0000	TEAM BUFFET	3,806.40	3,806.40
025458	12/03/2021	11871	DTE ENERGY		11-261-5520-000-000-0000	750 MAIN LITE 10/21-	96.19	
					11-261-5520-000-000-0000	BECC ELECT 10/21-11/	304.36	
					11-261-5520-004-000-0000	SPEN ELECT 10/19-11/	1,730.68	
					11-261-5520-005-000-0000	HRNG ELECT 10/11-11/	937.25	
					11-261-5520-006-000-0000	HILT ELECT 10/16-11/	1,742.88	
					11-261-5520-031-000-0000	BHS ELECT 10/11-11/0	7,407.28	
					11-261-5520-041-000-0000	BRIDGE ELECT 10/21-1	913.08	
					11-261-5520-121-000-0000	MALT ELECT 10/11-11/	2,811.75	
					11-261-5521-000-000-0000	TRNS ELECT 10/21-11/	670.70	16,614.17
025459	12/03/2021	15303	EPES SOFTWARE	32024 C	11-293-7410-000-000-0000	WEB ACCOUNTING	252.00	252.00
025460	12/03/2021	19500	FENTON AREA PUBLIC SCHOOLS	32009 C	11-293-7410-000-016-0000	12/04/2021 MEET FEE	190.00	190.00
025461	12/03/2021	13037	GEORGE FOX		21-351-5990-000-000-0000	HOLIDAY SING VIDEO	150.00	150.00

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
025462	12/03/2021	13040	DEBORAH GAUTHIER		21-296-7920-121-300-0000	NURSE 10/12+10/14	1,000.00	1,000.00
025463	12/03/2021	13041	GLASCO CORP		41-456-6220-021-000-2019	SCRANTON CONST	10,458.90	
					41-456-6220-031-000-2019	BHS CONST	6,543.00	17,001.90
025464	12/03/2021	25483	GREEN OAK TIRE INC	32047 C	11-261-4130-000-000-0000	TIRE SERVICE	1,694.00	1,694.00
025465	12/03/2021	29920	HOWARD STRUCTURAL STEEL		41-456-6220-021-000-2019	SCRANTON CONST	954.05	
					41-456-6220-031-000-2019	BHS CONST	33,393.92	34,347.97
025466	12/03/2021	31520	HYDRO CHEM LABORATORIES	32040 C	11-261-4122-000-000-0000	SERVICE TESTING	150.00	150.00
025467	12/03/2021	32452	INACOMP TECHNICAL SERVICES	32008 C	41-456-6450-200-000-2019	BECC TECHNOLOGY	815.00	
				32006 C	41-456-6450-200-000-2019	BECC TECHNOLOGY	715.00	
				32007 C	41-456-6450-200-000-2019	BECC TECHNOLOGY	565.00	2,095.00
025468	12/03/2021	13039	KBE USA INVESTMENTS	32031 C	21-296-5991-000-026-0000	YARD SIGNS	252.00	252.00
025469	12/03/2021	35900	LAWSON PRODUCTS	32042 C	11-261-5990-000-000-0000	BOLTS/NUTS	315.00	315.00
025470	12/03/2021	58294	LEIDAL & HART MASON		41-456-6220-031-000-2019	BHS CONST	61,593.57	61,593.57
025471	12/03/2021	38501	JOAN MACIAK		21-137-3110-000-000-0000	SEPT-NOV ZUMBA	509.50	509.50
025472	12/03/2021	38550	MAINS PEBBLE PLACE	31952 C	11-261-4110-000-000-0000	BLUE MELT	4,915.72	4,915.72
025473	12/03/2021	13035	MATBOSS, LLC	32013 C	21-296-5991-000-013-0000	WRESTLING FUNDRAISIN	599.00	599.00
025474	12/03/2021	41356	CRYSTAL MERRILL		21-296-7920-121-300-0000	CAMP NURSE 10/19	500.00	500.00
025475	12/03/2021	44930	MICHIGAN VIRTUAL		11-111-3220-000-006-0000	SHAREDSEV CONF	115.00	115.00
025476	12/03/2021	42555	MICHIGAN.COM		21-297-7910-000-000-0000	FOOD SERV BIDS	160.00	
					41-456-7313-000-000-2019	FIELD HOUSE BIDS	270.00	430.00
025477	12/03/2021	51460	OAK POINTE COUNTRY	32010 C	21-296-5991-000-014-0000	VOLLEYBALL FUNDRAISI	3,977.80	3,977.80
025478	12/03/2021	13036	ON POINT EMBROIDERY	32014 C	21-296-5991-000-001-0000	TSHIRT LOGOS	385.00	385.00
025479	12/03/2021	13038	WENDY RENEE PETTENGILL		21-321-3115-000-008-0000	TENNIS CLINIC	672.00	672.00
025480	12/03/2021	54152	PITNEY BOWES (LEASE)		11-232-4220-000-000-0000	BECC POST METER	735.48	735.48
025481	12/03/2021	55085	PROFESSIONAL THERMAL SYS		41-456-6220-031-000-2019	BHS CONST	46,800.00	46,800.00
025482	12/03/2021	55399	RAM CONSTRUCTION SERV	32048 C	11-261-4110-000-000-0000	BUILDING CONSTRUCTIO	12,700.00	12,700.00
025483	12/03/2021	56659	REINFORCEMENT INC		21-331-3190-000-000-0000	RENTAL AUDIO EQUIP	4,882.50	4,882.50
025484	12/03/2021	58860	AMANDA SAVAGE		21-391-4913-000-000-0000	CHAIR YOGA SEPT/OCT	662.61	662.61
025485	12/03/2021	61495	SHAR PRODUCTS COMPANY		11-112-4120-121-000-0000	REPAIRS	115.00	
					11-112-5110-121-039-0000	CELLO STRING	21.66	136.66
025486	12/03/2021	61700	SIGNTEXT 2	31932 C	11-261-4110-000-000-0000	ADA SIGNS	125.00	125.00
025487	12/03/2021	65600	STATE DISBURSEMENT UNIT		12-451-0500-000-000-0000	SUPPORT W/H 12/03/21	61.94	61.94
025488	12/03/2021	65692	STATE OF MICHIGAN	32033 C	11-261-7410-000-000-0000	POOL RENEW	70.00	

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
				32037 C	11-261-7410-000-000-0000	DUES AND FEES	603.11	
				32036 C	11-261-7410-000-000-0000	DUES AND FEES	603.11	
				32026 C	11-261-7410-000-000-0000	DUES AND FEES	603.11	
				32035 C	11-261-7410-000-000-0000	DUES AND FEES	603.11	
					11-261-7410-000-000-0000	DUES AND FEES	603.11	3,085.55
025489	12/03/2021	66550	WILLIAM STIFF		21-321-7410-000-026-0000	GAME REF ASSIGN	345.00	345.00
025490	12/03/2021	68400	SURFACE CONSTRUCTION	30419 C	11-261-4110-000-000-0000	ASPHALT REPAIRS	6,835.00	6,835.00
025491	12/03/2021	75800	ALISON TINSLEY	32029 C	21-296-5991-000-011-0000	JULY/AUG CHEER	800.00	800.00
025492	12/03/2021	75930	TOWN AND COUNTRY POOLS INC	32043 C	11-261-5990-000-000-0000	POOL CHEMICALS	868.75	868.75
025493	12/03/2021	81685	VISUAL SPORTS NETWORK	32012 C	21-296-5991-000-027-0000	PLAYER BANNERS	210.00	210.00
025494	12/03/2021	84519	WASTE MANAGEMENT	32034 C	11-261-4125-000-000-0000	ROLLOFF	477.15	477.15
025495	12/03/2021	84544	WATER TECH	32032 C	11-261-4122-000-000-0000	WATER TESTING	88.00	88.00
025496	12/03/2021	88676	WINNINGER FIRE PROTECTION		41-456-6220-031-000-2019	BHS CONST	16,146.90	16,146.90
025497	12/03/2021	MSC35	DANIELLE ZIEGLER		20-161-0000-000-000-0000	DANIELLE ZIEGLER	75.00	75.00
025498	12/03/2021	MSC55	ALICIA URBAIN		21-321-7410-000-012-0000	ALICIA URBAIN	280.00	280.00
025499	12/03/2021	MSC55	BERKLEY DADS CLUB		21-321-7410-000-015-0000	BERKLEY DADS CLUB	450.00	450.00
025500	12/03/2021	MSC55	MATT ROLFER		21-321-5990-000-013-0000	MATT ROLFER	266.00	266.00
025501	12/03/2021	MSC55	PATTI MARSHALL-DOANE		21-331-3192-000-000-0000	PATTI MARSHALL-DOANE	67.47	67.47
025502	12/03/2021	MSC55	ROLLAND OLNEY		21-321-5990-000-012-0000	ROLLAND OLNEY	134.85	134.85
025503	12/03/2021	MSC60	GREG GILES	31878 C	61-296-5990-031-002-0000	GREG GILES	181.47	181.47
Sub Total:							\$426,010.48	
ACH CHECKS								
A06009	12/03/2021	38520	ACADEMIC ENRICHMENT LLC		21-137-3110-000-000-0000	NASA SUMMER CAMP	3,401.00	3,401.00
A06010	12/03/2021	00890	ADVANCE AUTO PARTS		11-127-5110-031-550-3440	AUTO SHOP INVS	108.00	
					21-296-7920-031-005-0000	ACTIVITY INVS	1,019.54	1,127.54
A06011	12/03/2021	00930	ADVANCED WATER	31970 C	11-261-4122-000-000-0000	SOLAR SALT	783.00	
				31972 C	11-261-4122-000-000-0000	SOLAR SALT	558.00	
				31971 C	11-261-4122-000-000-0000	SOLAR SALT	279.00	
				31966 C	11-261-4122-000-000-0000	SOLAR SALT	592.00	
				31978 C	11-261-4122-000-000-0000	SOLAR SALT	240.00	2,452.00
A06012	12/03/2021	03895	ANN ARBOR WELDING SUPPLY CO I	30787 P	11-113-5110-031-010-0000	ART GAS TANKS	50.22	
				30788 P	11-127-5110-031-550-3440	AUTO GAS TANKS	50.22	100.44
A06013	12/03/2021	05080	AUTO VALUE BRIGHTON		11-127-5110-031-550-3440	AUTO SUP INVOICES	529.13	

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
					21-296-7920-031-005-0000	ACTIVITY INVOICES	131.74	660.87
A06014	12/03/2021	05575	BARTON MALOW CO		41-456-6920-000-000-2019	TECH CONSULTANTS	12,000.00	12,000.00
A06015	12/03/2021	06600	BHHG ENERGY		11-261-6220-000-000-0000	LED LIGHTING	70,000.00	70,000.00
A06016	12/03/2021	06914	BLOOM ROOFING SYSTEMS INC	32054 C	11-261-4110-000-000-0000	SERVICE ROOF	495.00	
				31976 C	11-261-4110-000-000-0000	SERVICE ROOF	613.94	
				31931 C	11-261-4110-000-000-0000	SERVICE ROOF	495.00	
				31977 C	11-261-4110-000-000-0000	SERVICE ROOF	603.60	2,207.54
A06017	12/03/2021	09961	CLARK CONSTRUCTION CO		41-456-6910-200-000-2019	BECC CONST MNGR	91,495.32	91,495.32
A06018	12/03/2021	10760	CONSTELLATION NEW ENERGY LLC		11-261-5510-000-000-0000	BECC GAS OCT	42.87	
					11-261-5510-001-000-0000	HAWK GAS OCT	95.94	
					11-261-5510-004-000-0000	SPEN GAS OCT	256.21	
					11-261-5510-005-000-0000	HRNG GAS OCT	131.60	
					11-261-5510-006-000-0000	HILT GAS OCT	179.31	
					11-261-5510-021-000-0000	SCRN GAS OCT	434.01	
					11-261-5510-031-000-0000	BHS GAS OCT	3,186.23	
					11-261-5510-041-000-0000	BRIDGE GAS OCT	39.03	
					11-261-5510-121-000-0000	MALT GAS OCT	307.92	
					11-261-5511-000-000-0000	TRNS GAS OCT	19.09	
					21-261-5510-002-000-0000	CE GAS OCT	104.46	4,796.67
A06019	12/03/2021	11428	CSM MECHANICAL LLC		41-456-6220-031-000-2019	BHS CONST	170,578.98	170,578.98
A06020	12/03/2021	11808	D M BURR SECURITY		11-261-3150-000-000-0000	BANKCOURIER 11/19	102.80	
					11-261-3150-000-000-0000	BANKCOURIER 11/12	102.80	205.60
A06021	12/03/2021	12575	DELWOOD SUPPLY CO	31962 C	11-261-5992-000-000-0000	REPAIR KIT/FIBERGLAS	392.17	
				31963 C	11-261-5992-000-000-0000	BOTTLE FILLER	852.60	
				31961 C	11-261-5992-000-000-0000	TIRE CLAMP	37.72	1,282.49
A06022	12/03/2021	13650	DIRECT ENERGY BUSINESS LLC		11-261-5520-000-000-0000	BECC ELECT 11/05	602.96	
					11-261-5520-001-000-0000	HAWK ELECT 11/05	2,082.71	
					11-261-5520-004-000-0000	SPEN ELECT 11/05	2,593.62	
					11-261-5520-005-000-0000	HRNG ELECT 11/05	437.76	
					11-261-5520-006-000-0000	HILT ELECT 11/05	2,725.01	
					11-261-5520-021-000-0000	SCRN ELECT 11/05	6,490.15	
					11-261-5520-031-000-0000	BHS ELECT 11/05	7,785.59	
					11-261-5520-041-000-0000	BRIDGE ELECT 11/05	1,808.88	
					11-261-5520-121-000-0000	MALT ELECT 11/05	1,313.30	
					11-261-5521-000-000-0000	TRNS ELECT 11/05	541.25	

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
					21-261-5520-002-000-0000	CE ELECT 11/05	1,840.48	28,221.71
A06023	12/03/2021	18952	EXECUTIVE ENERGY		11-261-4128-000-000-0000	ENERGY MNGT OCT	500.00	500.00
A06024	12/03/2021	19619	FESSLER & BOWMAN INC		41-456-6220-021-000-2019	SCRANTON CONST	48,334.50	
					41-456-6220-031-000-2019	BHS CONST	66,806.10	115,140.60
A06025	12/03/2021	20125	FIRST IMPRESSION PRINT	32030 C	11-293-5910-000-000-0000	BUSINESS CARDS	49.99	49.99
A06026	12/03/2021	23350	GETAWAY TOURS INC		21-391-4910-000-000-0000	FIREKEEPERS 11/11	995.00	995.00
A06027	12/03/2021	34315	JOHN'S SANITATION	31998 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31942 C	11-261-4220-000-000-0000	EQUIP RENTAL	130.00	
				31956 C	11-261-4220-000-000-0000	EQUIP RENTAL	130.00	
				31953 C	11-261-4220-000-000-0000	EQUIP RENTAL	500.00	
				31947 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31969 C	11-261-4220-000-000-0000	EQUIP RENTAL	130.00	
				31934 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31959 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31957 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31944 C	11-261-4220-000-000-0000	EQUIP RENTAL	195.00	
				31954 C	11-261-4220-000-000-0000	EQUIP RENTAL	130.00	
				31960 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31950 C	11-261-4220-000-000-0000	EQUIP RENTAL	130.00	
				31949 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31948 C	11-261-4220-000-000-0000	EQUIP RENTAL	195.00	
				31936 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31940 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31968 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31945 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31941 C	11-261-4220-000-000-0000	EQUIP RENTAL	195.00	
				31935 C	11-261-4220-000-000-0000	EQUIP RENTAL	195.00	
				31946 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31951 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	
				31943 C	11-261-4220-000-000-0000	EQUIP RENTAL	65.00	2,840.00
A06028	12/03/2021	34385	JOHNSON & WOOD LLC		41-456-6220-021-000-2019	SCRANTON CONST	52,255.80	52,255.80
A06029	12/03/2021	34327	JOHNSON CONTROLS		11-261-4123-000-000-0000	VAV BOX REPAIR	2,298.00	2,298.00
A06030	12/03/2021	34750	KAUKAB LLC		21-137-3110-000-000-0000	MASTERS/CANVAS	510.00	
					21-137-3110-000-000-0000	MASTERS/CANVAS	459.00	969.00
A06031	12/03/2021	35838	KONICA MINOLTA BUS SOLUTIONS	31619 C	11-284-3450-000-000-0000	ACDI ADVANCED	11,092.50	

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
				32005 C	11-284-4120-000-000-0000	PRINTERS 10/27-11/26	1,980.84	
				31700 C	41-456-6450-200-000-2019	BIZHUB PRINTER	3,398.00	16,471.34
A06032	12/03/2021	37640	LIVINGSTON COUNTY MECHANICAL	31939 C	11-261-4123-000-000-0000	HVAC CONTR SERV	1,320.00	
				32046 C	11-261-4123-000-000-0000	HVAC CONTR SERV	1,320.00	2,640.00
A06033	12/03/2021	37672	LIVINGSTON EDUCATIONAL		10-199-0000-000-000-0000	MONEY RETURN	1,932.84	1,932.84
A06034	12/03/2021	37950	LUTZ ROOFING CO		41-456-6220-031-000-2019	BHS CONST	49,853.65	49,853.65
A06035	12/03/2021	43530	MI EDUCATORS FINANCIAL		12-451-0805-000-000-0000	DEC GTL LIFE INS	139.40	139.40
A06036	12/03/2021	46921	MOTOR CITY ELECTRIC		41-456-6220-021-000-2019	SCRANTON CONST	184,331.70	184,331.70
A06037	12/03/2021	48318	NATL INSURANCE SERVICES		12-451-0610-000-000-0000	LIFE INS/DEC	432.00	432.00
A06038	12/03/2021	58125	ROYAL WEST ROOFING		41-456-6220-021-000-2019	SCRANTON CONST	141,519.15	141,519.15
A06039	12/03/2021	59761	SCHOOL FINANCIAL SOLUTIONS		11-226-3190-000-006-0000	SHAREDTIME 3RD DRAW	361,653.00	361,653.00
A06040	12/03/2021	59742	DUKE SERVICES LLC	32050 C	11-261-4122-000-000-0000	CONT SERV PLUM	1,375.00	
				31937 C	11-261-4122-000-000-0000	CONT SERV PLUM	2,255.00	3,630.00
A06041	12/03/2021	61701	THE SIGN GUYS	32015 C	41-456-6220-031-000-2019	WALL SIGNS	1,231.56	1,231.56
A06042	12/03/2021	63800	SPIEKER COMPANY		41-456-6220-031-000-2019	BHS CONST	6,521.40	6,521.40
A06043	12/03/2021	76028	TRI-COUNTY CLEANING		11-261-5990-000-000-0000	OPERATION SUP	576.00	
					11-261-5990-000-000-0000	OPERATION SUP	1,095.17	
					11-261-5990-000-000-0000	OPERATION SUP	2,530.29	4,201.46
A06044	12/03/2021	76046	TRIAX SERVICES	32045 C	11-261-3150-000-000-0000	CUSTODIAL SERVICE	7,376.00	7,376.00
A06045	12/03/2021	82065	W4 SIGNS INC	32028 C	11-293-4120-000-000-0000	GRAPHICS CUT	110.00	
				32027 C	11-293-4120-000-000-0000	VINYL GRAPHICS	255.00	365.00
A06046	12/03/2021	89120	WOLVERINE FIRE	32051 C	11-261-4110-000-000-0000	REPAIR LEAKS	1,433.20	1,433.20
Sub Total:							\$1,347,310.25	
Register Total:							\$1,773,320.73	

Check Register

CheckNo	CkDate	Vendor	Name	PO #	Account	Description	Amount	CheckAmt
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Posting By Fund

Fund Name	Amount
CAFETERIA FUND	\$235.00
GENERAL FUND	\$576,236.61
CAPITAL PROJECT 2019	\$1,168,136.30
SPEC REV - STUDENT ACTIVITY	\$12,681.48
COMMUNITY EDUCATION	\$15,849.87
STUDENT ACTIVITIES	\$181.47
Total:	\$1,773,320.73

Posting To Detail Control Accounts

Account	Description	Fund	Account Class	Acct. Charge
12-101-1000-000-000-0000	GENERAL FUND CHECKING	G	O	(1,773,320.73)
12-131-0000-000-000-0000	INTERFUND REC AP	G	K	1,197,084.12
12-402-0000-000-000-0000	A/P CONTROL - GF	G	D	576,236.61
22-402-0000-000-297-0000	A/P CONTROL - FS	C	D	235.00
22-402-0000-000-299-0000	A/P CONTROL STUDENT ACT	K	D	12,681.48
22-402-0000-000-300-0000	A/P CONTROL - CE	M	D	15,849.87
22-411-0000-000-000-0000	STUD ACTIVIT I/F	K	N	(12,681.48)
22-411-0000-000-297-0000	FOOD SERVICE I/F	C	N	(235.00)
22-411-0000-000-300-0000	COMM ED I/F	M	N	(15,849.87)
42-402-0000-000-000-2019	AP CONTROL	H	D	1,168,136.30
42-411-0000-000-000-2019	2019 CAP PROJ I/F	H	N	(1,168,136.30)
62-402-0000-000-000-0000	A/P CONTROL - AGENCY	S	D	181.47
62-411-0000-000-000-0000	STUDENT ACT I/F	S	N	(181.47)