

Grand Ledge Public Schools



Board of Education

JULY 11, 2022

REGULAR MEETING

SAWDON ADMINISTRATION BUILDING

BOARD ROOM

6:00 PM

Grand Ledge
Public Schools
A Community Committed to Excellence

REGULAR MEETING

July 11, 2022



Grand Ledge Public Schools

Regular Meeting of the Board of Education

Please take notice that the Board of Education will hold a Regular Meeting on:

Date: Monday, July 11, 2022

Place: Sawdon Administration Building
Board Room
220 Lamson Street
Grand Ledge, MI 48837

Time: 6:00 p.m.

Purpose: General Business

Phone: (517) 925-5400

Board minutes are located at the Board of Education office, 220 Lamson Street, Grand Ledge, MI 48837



Marcus G. Davenport, Ph.D., Superintendent of Schools

cc: Buildings
Board Members
Lansing State Journal
Grand Ledge Independent
Melissa Mazzola, Co-President, GLEA
Greg Almy, Co-President, GLEA
Cindy Zerbe, President, MEA/NEA Unit I, Secretarial /Clerical
TBD, President, MEA/NEA Unit III, Food Service
Vicky Wenzlick, President, MEA/NEA Unit IV, TA/HC/Bus Assistants & Adv. Club
Danis Peck, President, IUOE Local 547, A, B, C, E & H AFL-CIO, Bus Drivers
Sarra Ruiz, President, Custodial Association

Date of Posting: July 6, 2022

NOTE: *Individuals may address the Board for up to three (3) minutes in the Public Comment segment of the meeting. Any person with a disability needing accommodations to attend a Board of Education meeting should contact Kim Manning at 925-5401 at least three (3) days prior to the date of the meeting he/she plans to attend*

Grand Ledge Public Schools
Board of Education
MEETING AGENDA
Monday, July 11, 2022
6:00 pm

- I. Call to Order & Pledge of Allegiance.....Jon Shiflett, President
- II. Roll Call.....Dr. Marcus Davenport Superintendent
- III. Approval of Agenda Items
- IV. Approval of Consent Agenda Items
 - A. June 27, 2022 Regular Meeting & Closed Session Minutes
- V. Reports
 - A. Capitol Connections
 - B. Grand Ledge Education Foundation
 - C. Bond Update
 - D. Superintendent
 - a. NEOLA Policy Implementation Update
 - 1. 0000 – Bylaws (Policies 0100 – 0175.1)
 - 2. 1000 – Administration (Policies 1100 – 1662)
 - 3. 2000 – Programs (Policies 2105 – 2700)
 - 4. 3000 – Professional Staff (Policies 3110 – 3531)
 - 5. 4000 – Support Staff (Policies 4110 – 4531)
 - 6. 5000 – Students (Policies 5111 – 5895)
 - 7. 6000 – Finances (Policies 6107 – 6850)
 - 8. 7000 – Property (Policies 7217 – 7545)
 - 9. 8000 – Operations (Policies 8120 - 8900)
 - 10. 9000 – Relations (Policies 9111 - 9800)
- VI. Public Comment
- VII. Old Business
 - A. Pre-Bond Work at Delta Center
 - a. Approval of Pre-Bond Costs
 - b. Approval of Easement
- VIII. New Business
 - A. Approval of Employee Contract
 - a. Building & Grounds Maintenance Association
 - B. Approval of the Payment of Food Service Invoices
 - a. Trades
 - Stafford-Smith, Inc.
 - C. Approval of the Payment of Capital Funds Invoices
 - a. Trades
 - Dobie Construction
 - Vander Hyde Mechanical
 - D. Approval of the Payment of Proposal 1, Series 1 Bond Invoices
 - a. GMB Architects & Engineers – June 2022
 - E. Approval of the Payment of Proposal 1, Series 2 Bond Invoices
 - a. Clark Construction – June 2022
 - F. Approval of the Payment of Proposal 2, Series 1 Bond Invoices
 - a. Clark Construction – June 2022
 - b. GMB – June 2022
 - c. Trades – June 2022
 - Applied Flooring
 - Aquatic Source
 - Burggrabe Masonry
 - Glazing Solutions
 - IntegraCore Constructors
 - Kerkstra Precast
 - Mall City Mechanical
 - Proline Concrete
 - Rayhaven Group
 - Town & Country Electric
 - Vander Hyde Mechanical

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Grand Ledge Public Schools
Board of Education
MEETING AGENDA
Monday, July 11, 2022
6:00 pm

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VIII. New Business (Continued)

G. Approval of the Payment of Proposal 2, Series 2 Bond Invoices

- a. Clark Construction – June 2022
- b. GMB Architects & Engineers – June 2022
- c. Trades – June 2022
 - American Asphalt
 - Centennial Electric
 - Davenport Masonry
 - Delta Steel
 - Dobie Construction
 - Kerkstra Precast
 - Moore Trospen
 - Professional Thermal Systems
 - Proline Concrete
 - Stonecreek Interior Systems
 - Total Fire Protection
 - Twin Lakes Nursery
 - Vander Hyde Mechanical

IX. Comments from Staff and Board

X. Future Topics

- A. Board Bond Advisory Meeting – Monday, August 8, 2022, 5:00 p.m., Sawdon Room 107
- B. Work Session – Monday, August 8, 2022, 6:00 p.m., Board Room

XI. Closed Session – Attorney/Client Privilege – Per Section 8(1)(e) of the Open Meetings Act, PA 267 of 1976 – Hultberg v. GLPS, File No. 42172

XII. Reconvene in Open Session

XIII. Adjournment

NOTE: Individuals may address the Board for up to three (3) minutes in the Public Comment segments of the meeting. If any person with a disability needs accommodations at the Board of Education meeting, please contact Kim Manning at 925-5401 at least three (3) days prior to the date of the meeting he/she plans to attend.



CALL TO ORDER & PLEDGE OF ALLEGIANCE

President Jon Shiflett

"I pledge allegiance
to the Flag
of the United States of America,
and to the republic
for which it stands,
one Nation under God,
indivisible,
with liberty and justice for all."



ROLL CALL

Superintendent Dr. Marcus Davenport



APPROVAL OF AGENDA ITEMS

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the July 11, 2022 Agenda Items, as presented.



APPROVAL OF CONSENT AGENDA ITEMS

A. June 27, 2022 Regular Meeting & Closed Session Minutes*

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the July 11, 2022 Consent Agenda Items, as presented.

****NOTE: Closed Session Minutes will be available at your board places for review prior to approval. All copies will be collected at the end of the meeting.***

GRAND LEDGE PUBLIC SCHOOLS
Board of Education

Regular Meeting – June 27, 2022

MINUTES

President Shiflett called the meeting to order at 6:00 p.m.p.m. He led those present in the Pledge of Allegiance.

ROLL CALL

Roll Call by Superintendent Marcus Davenport indicated the presence of **Board Members**: Jon Shiflett, Nicole Shannon, Jarrod Smith, Sara Clark Pierson, Denise DuFort, Ben Cwayna and Toni Glasscoe. **Members Absent**: None. **Central Office Administrators**: Marcus Davenport, Steve Gabriel, Bill Barnes, and Julie Waterbury. **Others in Attendance**: Melissa Mazzola, Martez Warren, Jr., Sally Jo Nelton, Alison Walczak, Howard Pizzo, Nell Pizzo, Ashley Kuykendoll, Kyle Dymond, Ashley Oneil, Kim Laforet, Shari Kissane, Tim Totten, Mark Laforet, Joan Nelson, Dawne Velianoff and Kim Manning

OPEN – TRUTH IN TAXATION/TRUTH IN BUDGETING HEARING

Motion by Ms. Clark Pierson, seconded by Mr. Cwayna for the Grand Ledge Public Schools Board of Education to OPEN the Truth in Taxation/Truth in Budgeting Hearing.

ROLL CALL VOTE:

Ms. Shannon	<u>YES</u>	Mr. Cwayna	<u>YES</u>
Mr. Smith	<u>YES</u>	Dr. Glasscoe	<u>YES</u>
Ms. Clark Pierson	<u>YES</u>	President Shiflett	<u>YES</u>
Ms. DuFort	<u>YES</u>		

The motion carried unanimously at 6:01 p.m.

Chief Financial Officer Julie Waterbury provided the board with a detailed overview of the 2022-2023 proposed budgets for Debt Service, Food Service, Community Education, School Store, Student Activities, Capital Improvement, Technology Capital Projects, 2019 Capital Projects Proposal 2, 2021 Capital Projects Proposal 1, 2021 Capital Projects Proposal 2 and General Fund noting a projected ending fund balance of 6.28% below the Board's recommended 8%. She reviewed expenditure projections and cost savings through attrition.

A detailed discussion among the members noted the district had a healthy fund balance going into the 2021-2022 school year and understood this would be a deficit year because of all the challenges and ensuring we are providing services to catch everyone up, reminding everyone the 2021-2022 budget was adopted prior to Dr. Davenport's hiring, complimenting Dr. Davenport and Mrs. Waterbury and everyone for working to keep everyone informed, staying transparent and ensuring we continue to move the district forward. Further discussion referenced public schools having to adopt a budget without having a budget from the State of Michigan noting it is anticipated a budget will be brought forward later this week, expressing concern over the district having to provide costs for a resource officer when it is local law enforcements job to ensure public safety, reviewing schools of choice numbers while noting that until the students are actually here we cannot officially consider them students, concerns about not filling positions and

noting these decisions will continue to be monitored to ensure appropriate staffing levels and advising this will be a busy summer with the summer school program, continued bond construction, continued work on improving and heightening safety and security at our buildings and monitoring student enrollment.

CLOSE – TRUTH IN TAXATION/TRUTH IN BUDGETING HEARING

Motion by Ms. Shannon, seconded by Mr. Smith to CLOSE the Truth in Taxation/Truth in Budgeting Hearing. The motion carried unanimously at 6:26 p.m.

APPROVAL OF AGENDA ITEMS

Motion by Ms. Shannon, seconded by Mr. Smith for the Grand Ledge Public Schools Board of Education to approve the June 27, 2022 Agenda Items, as amended to add an Item 9B Superintendent's Bonus. The motion carried unanimously.

Dr. Davenport noted that he appreciates the board's consideration of adding this agenda item, but in the face of potential financial hurdles for the next year he would rather not take a bonus this year. He noted he believes in leading by example and didn't take this position based on finances but based on the challenge to continue moving the district forward. He thanked the board for their consideration of bringing this forward as it was noted in his contract and reiterating, he will forgo a bonus in light of the district's current financial position.

Discussion among the members recognized Dr. Davenport's commitment and noting this item would be reconsidered during his next evaluation.

APPROVAL OF CONSENT AGENDA ITEMS

Motion by Mr. Smith, seconded by Ms. Shannon for the Grand Ledge Public Schools Board of Education to approve the June 27, 2022 Consent Agenda Items, as presented. The motion carried unanimously.

Included on the Consent Agenda was the June 13, 2022 Work Session Minutes, Administrative Contract Renewals, the Administrative Hirings of Kelly Jones as Director of Human Resources and Martez Warren, Jr. and Director of Operations and the Teacher Hiring of Kimberly Wheat as a 3rd grade teacher at Delta Center Elementary.

Discussion among the members noted Congress has recently put forth legislation that was signed by President Biden to extend the free lunch program for all students.

Dr. Davenport noted the two new administrative hires were in attendance welcoming them to the district and sharing that there was not an over-abundance of people applying for positions at this time and sharing both Ms. Jones and Mr. Warren bring a positive energy to the district and have great experience they are bringing with them.

REPORTS

A. Capitol Connections Report

Dr. Glasscoe reiterated everyone is cautiously optimistic there will be a state aid budget approved later this week but she is also under the understanding there is potential if the education funding portion of the legislation cannot be agreed to, it could be pulled out as a separate budget.

B. Eaton RESA Report

Mrs. DuFort shared the Eaton RESA conducted their Truth in Taxation / Truth in Budgeting hearing and approved their 2022-2023 budget and received a presentation from Kim Thalison, Prevention Program Services Director sharing the programs they provide and the partners they work with. She noted the presentations are available on the Eaton RESA website if anyone is interested in reviewing them. She further noted they received information on the Michigan Profile for Health Youths, commonly known as the MIPhy Survey. This is a survey given to students in grades 7, 9 and 11 every two years to project risky behavior in youth and track trends.

C. Equity, Diversity & Inclusion Committee

Mrs. DuFort noted the original EDI Committee that was formed two years ago met to review where things stand with regard to the report that was accepted by the Board of Education noting there were four focus areas. She advised the administration has been looking at how that might be presented to our students at the different levels.

It was noted the Board has accepted the report, but it has not been adopted.

D. Grand Ledge Education Foundation

Ms. Shannon shared information from the 18th Annual Josh Spalsbury 5K Comet Chase that the Foundation held in conjunction with Yankee Doodle Day on June 18 noting this was the best turnout in the 18 years since the inception of this fundraiser and she looks forward to the foundation continuing to support “extras” for our teachers outside what is available through district dollars.

E. Bond Update

Dr. Johnson provided the board with an update on the additional work tied to the Beagle Pool that will address the installation of basketball courts, improving the bus loop and providing parking noting this work had to wait until students were done with school as the current bus loop was utilized throughout the year. He noted the high school track is finishing up with punch list items and the concession stand is awaiting Health Department approval. He noted the high school fine arts and athletic facility is taking shape with the second story now being constructed. He advised the theatrical lighting system for the auditorium is delayed due to a supply issue with the dimming package so this will not be completed until next summer. However, the sound system will be installed this summer. The high school pool, becoming the community pool should be complete mid to late July and shared that pre-bid work at Delta Center will be discussed by the board later in their agenda and noting that bids for construction at Delta Center will be due July 19th for the board to award bids in August. New construction at Wacousta is awaiting the design budget to determine next steps in the planning process.

F. Superintendent's Report

Dr. Davenport expressed his thanks to the board for their leadership and guidance, acknowledged this is Dr. Gabriel's final board meeting and commending him for the professionalism he has shown throughout the year and thanking him for his partnership commenting he is “one of a kind”. He reiterated this will be a working summer ensuring we are ready for students next year while finalizing the new NEOLA policies for the board's consideration, ensuring security and safety remains in the forefront and noting

administration will be visible at summer school and finding creative ways to help offset our budget. He then turned it over to Dr. Barnes for a Summer School Update.

Assistant Superintendent for Academic Services Dr. Barnes shared Summer School starts tomorrow. He expressed his thanks and appreciation to Mrs. Holding and Mrs. Brentar for the integral part in getting summer school up and ready for students. He shared there are currently 419 K-8 students and approximately 70 high school students signed up to participate, over 100 staff members involved from all employee groups (food service, secretaries, deans, bus drivers, custodial, teachers, teacher aids, etc.). He noted the summer school program is being provided free of charge for all enrolled students based on federal funds that were set aside. He noted he and Mrs. Waterbury had a meeting with the State of Michigan to review the program and it was noted Grand Ledge is a model of what the state had envisioned for a summer school program and noted Grand Ledge really wrapped their heads around this program to create flexibility. He noted everyone is welcome to visit and sharing that staff will be wearing blue shirt this year.

PUBLIC COMMENT

Mr. Smith read the rules for addressing the board.

Dawne Velianoff questioned the district's participation in School of Choice and advising she was unable to find where the board took action to participate, referenced the budget noting the ratio has stayed the same for the past five years but if the dollars are looking funny something is not right, questioning why we are doing a cap for open enrollment when we don't have policies that address bullying and anarchy signs are being painted on our buildings, and concerns that are never brought back up or answered.

Alison Walczak questioned how the EDI Committee members were selected, what it means to accept the report but not adopt it, and asking if there is any way for someone to join the committee now.

Ashley Oneil expressed concerns regarding unlocked doors during the school day and asking what is being done and how it is being addressed encouraging something be put in place prior to the upcoming school year. She noted it would be good for everyone to see, and know, in general, what is being done.

Kim Laforet thanked the board for putting comment after the main thing in the meeting and questioned how the current lawsuits will affect the budget and if there are grants available that could offset the cost of the school resource officer.

OLD BUSINESS

A. 2ND READING & APPROVAL OF OPERATIONS POLICIES

- a. FM415 – FOOD SERVICE – MEAL CHARGES
- b. FM416 – FOOD SERVICE – UNCOLLECTABLE DEBT

Motion by Mrs. DuFort, seconded by Ms. Shannon for the Grand Ledge Public Schools Board of Education to approve Operations Policy FM415 – Food Service – Meal Charges and FM416 – Food Service – Uncollectable Debt, as presented.

It was reiterated that Congress has recently enacted legislation signed by President Biden to extend the free lunch program and advising the bulk of the uncollectable debt had been paid off by private donations.

The motion carried unanimously.

B. APPROVAL OF FINAL 2021-2022 BUDGET AMENDMENT RESOLUTION

Motion by Ms. Shannon , seconded by Ms. Clark Pierson for the Grand Ledge Public Schools Board of Education to approve the Final 2021-2022 Budget Amendment Resolution, noting a projected General Fund balance below the Board’s recommended 8%, as presented.

Chief Financial Officer Julie Waterbury shared a detailed overview of the 2021-2022 Final Budget Amendment Resolution reviewing the individual budgets, expenditure increases due to the payment of additional compensation under various employee contracts, tax repayments to various municipalities for board of review or tax tribunal tax adjustments, the purchase of classroom technology items under ESSER funding and the increase in fuel, utility and supply costs.

ROLL CALL VOTE:

Mr. Smith	<u>YES</u>	Dr. Glasscoe	<u>YES</u>
Ms. Clark Pierson	<u>YES</u>	President Shiflett	<u>YES</u>
Mrs. DuFort	<u>YES</u>	Ms. Shannon	<u>YES</u>
Mr. Cwayna	<u>NO</u>		

The motion carried 6-1.

C. APPROVAL OF 2022-2023 BUDGET RESOLUTION

Motion by Mr. Smith, seconded by Ms. Shannon for the Grand Ledge Public Schools Board of Education to approve the 2022-2023 Debt Service, Food Service, Community Education, School Store, Student Activities, Capital Improvement, Technology Capital Projects, 2019 Capital Projects Proposal 2, 2021 Capital Projects Proposal 1, 2021 Capital Projects Proposal 2 and General Fund Budget Resolution noting a projected General Fund balance below the Board’s recommended 8%, as presented.

ROLL CALL VOTE:

Ms. Clark Pierson	<u>YES</u>	President Shiflett	<u>YES</u>
Mrs. DuFort	<u>YES</u>	Ms. Shannon	<u>YES</u>
Mr. Cwayna	<u>NO</u>	Mr. Smith	<u>YES</u>
Dr. Glasscoe	<u>YES</u>		

The motion carried 6-1.

D. APPROVAL OF 2022 TAX RATE REQUEST FORM (L-4029) FOR EATON, CLINTON & IONIA COUNTIES

Motion by Mr. Smith, seconded by Ms. Clark Pierson for the Grand Ledge Public Schools Board of Education to approve the 2022 Tax Rate Request Form (L-4029) for Eaton, Clinton and Ionia Counties, as presented.

Chief Financial Officer Julie Waterbury provided information on the Tax Rate Request Form advising this notified the counties to collect the tax on behalf of the district.

The motion carried unanimously.

E. APPROVAL OF 2022 TAX RATE REQUEST FORM (L-4029) FOR CITY OF GRAND LEDGE AND DELTA TOWNSHIP

Motion by Ms. Shannon, seconded by Ms. Clark Pierson for the Grand Ledge Public Schools Board of Education to approve the 2022 Tax Rate Request Form (L-4029) for the City of Grand Ledge and Delta Township, as presented. The motion carried unanimously.

NEW BUSINESS

A. PRE-BOND WORK AT DELTA CENTER DISCUSSION

A detailed discussion provided the board with information regarding three main activities that must take place this summer prior to the start of construction at Delta Center Elementary School this fall including relocating the main electrical transformer, relocating the fiber optic line serving the facility and extended the existing sanitary line from inside the school out to the exterior. Construction documents are to be available on June 30, 2022 with bids due on July 19, 2022 for board approval of contract awards at the August 8, 2022 meeting. However, this presents only two weeks prior to staff reporting back to school and does not provide enough time to accomplish these tasks. Clark Construction is recommended the district enter into contact agreements at their July meeting to allow for the completion of these three main activities prior to the full construction bid awards.

COMMENTS FROM STAFF AND BOARD

Ms. Clark Pierson thanked Dr. Gabriel for his service.

Mr. Cwayna commented the EDIC Report needs to be brought up for discussion and the board should discuss the potential adoption of the report. Further discussion among the members clarified the process by which the EDI Committee members were selected through an application process, clarifying the report was accepted and the committee tasked the administration with creating possible steps for implementation to provide the board with more information on how things might look, confirming a delay in the process while the board developed its goals under the Strategic Plan and consensus that this matter needs to be discussed at the next board meeting to provide everyone with an update on how things are progressing and possible board action to adopt the report and next steps.

Mrs. DuFort expressed her excitement with the number of students participating in the summer school program and personally thanking Dr. Gabriel for his many years of service stating she knows how hard he has worked on behalf of the district, that his leadership will be missed and wishing him nothing but the best in the future.

Dr. Glasscoe noted she and Dr. Gabriel go way back noting he was so welcoming and she enjoyed their conversations as she moved through different assignments at LCC stating he was very helpful. She advised Dr. Barnes he would be seeing her at the summer school program. She thanked Dr. Davenport for leading by example and leading by what he does and not what he says. She noted Grand Ledge is full of resources and she looks forward to rolling up our sleeves to address what needs to be addressed.

President Shiflett noted he has served on the board for 10 years and thanked Dr. Gabriel for his level of patience with someone who thought they knew more than they did noting that while he was not always polite and as wonderful as he should have been, Dr. Gabriel was always professional and delicate allowing him to grow and learn in this space. He commented he doesn't

believe Dr. Gabriel understands that he will miss him greatly and he wishes him great luck in whatever his future holds.

CLOSED SESSION – MATERIAL EXEMPT FROM DISCLOSURE

Motion by Mr. Smith, seconded by Mr. Cwayna for the Grand Ledge Public Schools Board of Education to move into Closed Session for the purpose of discussing Material Exempt from Disclosure, as per Section 8(1)(h) of the Open Meetings Act, PA 267 of 1976.

ROLL CALL VOTE:

Mr. DuFort	YES	Ms. Shannon	YES
Mr. Cwayna	YES	Mr. Smith	YES
Dr. Glasscoe	YES	Ms. Clark Pierson	YES
President Shiflett	YES		

The motion carried unanimously at 7:33 p.m.

RECONVENE IN OPEN SESSION

The meeting reconvened in Open Session at 8:39 p.m.

ADJOURNMENT

The meeting adjourned at 8:40 p.m.

Respectfully Submitted:

Attest:

Jarrod Smith, Secretary

Jon Shiflett, President



REPORTS

A. Capitol Connections Report

B. Grand Ledge Education Foundation Report

C. Bond Update

D. Superintendent's Report

- a. NEOLA Policy Implementation Update
 1. 0000 – Bylaws (Policies 0100 – 0175.1)
 2. 1000 – Administration (Policies 1100 – 1662)
 3. 2000 – Programs (Policies 2105 – 2700)
 4. 3000 – Professional Staff (Policies 3110 – 3531)
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 8. 7000 – Property (Policies 7217 – 7545)
 9. 8000 – Operations (Policies 8120 - 8900)
 10. 9000 – Relations (Policies 9111 - 9800)



PUBLIC COMMENT

Persons may address the board for up to three (3) minutes in the Public Comment segment of the meeting by providing your name and jurisdiction (City, Township / County) on one of the Public Comment forms provided at the sign in table and turning it in to the Superintendent's Assistant.

The meeting chair will use the Public Comment forms submitted to invite persons to come forward to make their public comment at the appropriate time.

Board Meetings are constructed to conduct necessary business of the board, while allowing time for the public to express concerns and opinions.

Out of respect for board members, students and staff, you will be interrupted if you:

- Personally attack a board member or district employee on issues unrelated to their job performance.
- Mention a student's name when discussing behavior or other incidents.
- Engage in discussion with other members of the audience.

You will be reminded when you are approaching the end of your three-minute limit so you can conclude with your strongest points.

The board will not respond to questions or comments during public comment but the Superintendent will do his best to answer questions at the end of the meeting. If immediate answers are not available, arrangements will be made to provide you with the information requested.

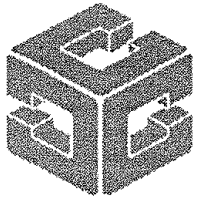


OLD BUSINESS AA

A. Pre-Bond Work at Delta Center

- a. Approval of Pre-Bond Costs

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the estimated payments in the amount of Two Hundred Sixteen Thousand, Sixteen Dollars and Fifty-Nine Cents (\$216,016.59) from Proposal 1, Series 2 Bond Funds for work required prior to the Delta Center Construction and Authorize Superintendent Marcus Davenport to execute the Electric Service Agreement with the Board of Water and Light, as presented.



CLARK
Construction Company
Professional Construction Services

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

www.clarkcc.com

6/30/22

Ms. Julie Waterbury
Chief Financial Officer
Grand Ledge Public Schools
220 Lamson
Grand Ledge, MI 48837

RE Delta Center Elementary School
Pre-Construction Awards

Ms. Waterbury

As we had briefly discussed, there are two main activities that must take place this summer prior to the start of construction this fall. They are relocating the main electrical transformer and relocating the fiber optic line serving the facility.

Relocation of the main Electrical Transformer.

Construction documents indicating this work will not be available until 7/1/22. Under the normal bidding process, the bid period must be a minimum of 14 days. Once bids are received there is approximately another week to review the bid forms and determine which company can do the work. . This extends to July 25th before we can make the recommendation.

The work needs to be complete by August 12, 2022. This will allow enough time for GLPS to operate the systems to ensure everything is working properly before the teachers return. With the only board meeting available being August 8, 2022, there simply is not enough time to bid the work, review the bids, award the bids, procure product and complete the work.

It is imperative that an electrical contractor is retained as soon as possible to work with Lansing Board of Water and Light for the coordination of the electrical move. Due to its new location a 1200-amp service disconnect will be required. This has a lead time of 4-6 week.

We did not attempt to circumvent the bidding process. We contacted (3) electrical firms. Superior Electric, Buist Electric, and Centennial electric. The only firm willing to commit was Centennial Electric due to current workloads. We initially had an agreement with Centennial until Tuesday 6/28/22 when they notified us they cannot do the work.



Michigan's First
Platinum Contractor

2013 AGC National
Safety Excellence Award

An Equal Opportunity Employer

We returned to Superior, Buist Electric, as well as Newkirk Electric, H&R Electric and Superior Electric – Great Lakes to inquire about their capacity. The only firm willing to commit and could obtain the necessary equipment in time is Buist Electric

Relocation of the Fiber Optics Line

The fiber optic line servicing the facility also enters thru the courtyard. For the same reason as the electrical service, this line must be relocated. Centennial electric has provided a proposal for this work. However, GLPS has a preferred vendor for this work, Challenger Technologies, LLC. They also submitted a proposal and was more competitive than Centennial electric.

We hope that this explanation provides you with a better understanding of the challenges ahead of us. We look forward to your approval of this budget as we continue to move forward on Delta Center
If there are additional questions, please contact me

Sincerely,

Jim Kaiser
Senior Project Manager

Delta Center Pre Construction Budget

Relocation of Transformer

Lansing Board of Water and Light	75,400.00
Landscape restoration allowance	25,000.00
Estimated Buist Electric	108,870.00
sub-total	209,270.00

Relocation of Fiber Optic

Challenger	6,746.59
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Budget Grand Total	216,016.59
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BOARD OF WATER AND LIGHT ELECTRIC SERVICE AGREEMENT

SAP WBS Element: AE-22-01-851-C-115-01-12 Authorization Number:

This Agreement, made on Monday, June 27, 2022, by and between:

Owner/Developer, the "APPLICANT": John Piper

Business Name: Grand Ledge Schools

Address: 220 Lamson St.

Grand Ledge, MI 48837

Hereinafter referred to as the "APPLICANT" and the Lansing Board of Water and Light, hereinafter referred to as the "BOARD".

The APPLICANT has requested the work at the location described as:

Project Name: Delta Center Elementary School

Project Address: 305 S. Canal

Further described as: Township: DELTA TWP County: EATON Quarter Section:

Tax ID Number: 38-6001146 Driver's License Number:

The BOARD agrees to provide the following Electric Line Extension from existing electric facilities belonging to the BOARD to the aforementioned location in accordance with all applicable BOARD Standards, and Rules and Regulations for Electric Service. These Standards, Rules and Regulations for Electric Service are also incorporated herein by reference. The Board's rules and Regulations can be obtained by visiting the Board's website at www.lbwl.com.

The proposed System Extension/Service Installation(s) must comply with Attachment(s) A,C.

TYPE OF LINE EXTENSION

Residential	<input type="checkbox"/>				
Commercial/Industrial	<input checked="" type="checkbox"/>	Overhead	<input type="checkbox"/>	1 Phase Primary	<input type="checkbox"/>
Apartment	<input type="checkbox"/>	Underground	<input checked="" type="checkbox"/>	3 Phase Primary	<input checked="" type="checkbox"/>
Trailer Park	<input type="checkbox"/>	Underground Duct	<input type="checkbox"/>	1 Phase Secondary	<input type="checkbox"/>
Service	<input type="checkbox"/>			3 Phase Secondary	<input type="checkbox"/>
Temporary	<input type="checkbox"/>			Not Applicable	<input type="checkbox"/>
Other	<input type="checkbox"/>				

The BOARD agrees to connect the following type and number of Service(s) at the aforementioned location in accordance with all applicable BOARD Standards, and Rules and Regulations for Electric Service.

TYPE AND NUMBER OF SERVICES

1 Phase, 120/240V, 3 Wire	<input style="width: 30px;" type="text" value="0"/>	3 Phase, 120/208V, 4 Wire	<input style="width: 30px;" type="text" value="1"/>	3 Phase, 240V, 3 Wire	<input style="width: 30px;" type="text" value="0"/>
1 Phase, 120/208V, 3 Wire	<input style="width: 30px;" type="text" value="0"/>	3 Phase, 120/240V, 4 Wire	<input style="width: 30px;" type="text" value="0"/>	3 Phase, 480V, 3 Wire	<input style="width: 30px;" type="text" value="0"/>
Other:	<input style="width: 30px;" type="text" value="0"/>	3 Phase, 277/480V, 4 Wire	<input style="width: 30px;" type="text" value="0"/>	Not Applicable:	<input type="checkbox"/>

Proposed In Service Date: 7/29/2022

Proposed Start of Construction Date: 7/18/2022

Work Order #:

Sketch #:

RMS #:

Applicant PO #:

Revision: Rev 1.0

Revision Date:

Print Date: 07/06/22

Page 1 of 4

**BOARD OF WATER AND LIGHT
ELECTRIC SERVICE AGREEMENT**

SAP WBS Element: AE-22-01-851-C-115-01-12 Authorization Number:

The APPLICANT agrees:

1. To pay the deposit toward the construction of said line extension, in accordance with the Summary of Project Costs, listed on Page 3.
2. To provide said deposit, as required, four weeks before the Proposed Start of Construction Date.
3. To provide the documentation listed in Attachment A which is indicated as being required, four weeks before the Proposed Start of Construction Date.
4. APPLICANT must acquire and record all necessary easements for the construction of the Line Extension from the existing BOARD facilities to the CUSTOMER metering point in accordance with Section 10.1.F of the Rules and Regulations for Electric Service. These easements must be in the name of the "City of Lansing, for the use of its Board of Water and Light" and in a form acceptable to the BOARD. APPLICANT also agrees to allow BOARD's representatives and employees access to APPLICANT's property at all reasonable times for the purposes of maintaining facilities. APPLICANT must also acquire all Tree Trimming and/or removal permits necessary for the construction. These permits and easements must be provided to the BOARD no less than four weeks before the Proposed Start of Construction Date or construction may be delayed.
5. To have all site work required by the BOARD completed, in accordance with BOARD Standards and as outlined in the Rules and Regulations for Electric Service (Section 10.2), by the Proposed Start of Construction Date. See Attachment C.
6. APPLICANT expressly agrees to defend, indemnify, and hold harmless the BOARD, it's officers, agents, employees and insurers against any liability, loss, damage, demand, cause of action, or expense of whatever nature (including court costs and attorney's fees) which may result from any loss, injury, death, or damage allegedly sustained by any person, firm, corporation, or other entity, which arises out of or is caused by any act or omission of the APPLICANT, its officers, agents or employees (or the APPLICANT'S contractors, or any of the contractors officers, sub-contractors, agents or employees) in connection with or in any way arising out of this Service Agreement.
7. This agreement may not be assigned without BOARD's prior written consent.
8. Venue for any dispute arising out of this agreement shall be in Ingham County, Michigan and Michigan shall be the governing law, without regard to conflict of laws provisions.
9. APPLICANT agrees that the acceptance of this electric service agreement constitutes an agreement between the APPLICANT and the BOARD and shall continue in force and effect so long as APPLICANT receives service.

The BOARD agrees:

1. To furnish, install, own and maintain the necessary extension of existing BOARD electric distribution lines and facilities (which may include primary and secondary cables, transformers, power terminals, primary service connections and associated equipment and any other underground and/or overhead line extension facilities which the BOARD deems to be required), and to make available alternating current, 60 hertz, electric energy to the APPLICANT at the published rates in accordance with the BOARD's Rules and Regulations for Electric Service.
2. To schedule the work in accordance with the Proposed Start of Construction Date, providing that all APPLICANT submissions are received by the required dates, and subject to delays in construction due to Acts of God and Emergency Work, as further described in the Rules and Regulations for Electric Service.
3. To refund to the APPLICANT that part of the deposit due to them, in accordance with the BOARD's Rules and Regulations for Electric Service.
4. The BOARD's Rules and Regulations for Electric Service can be obtained by contacting the BOARD representative shown below or visiting the BOARD's web site at www.lbwl.com.

Work Order #:

Sketch #:

RMS #:

Applicant PO #:

Revision: Rev 1.0

Revision Date:

Print Date: 07/06/22

Page 2 of 4

**BOARD OF WATER AND LIGHT
ELECTRIC SERVICE AGREEMENT**

SAP WBS Element: AE-22-01-851-C-115-01-12 Authorization Number:

SUMMARY OF PROJECT COSTS:

CONTRIBUTION IN AID OF CONSTRUCTION (CIAC) - NONREFUNDABLE

Commercial Underground Line Extension (1):	\$7.00	1110	feet	\$7,770.00
Offsite Underground Line Extension (1):	\$7.00	0	feet	\$0.00
Onsite Developed Front Lot Footage (1):	\$3.50	0	feet	\$0.00
Onsite Undeveloped Front Lot Footage (1):	\$7.00	0	feet	\$0.00
Commercial Riser Pole Charge (\$925 ea):	\$925.00	0	ea	\$0.00
Residential Riser Pole Charge (\$625 ea):	\$625.00	0	ea	\$0.00
Transformer KVA Capacity Charge:	\$10.00	0	KVA	\$0.00
Commercial Service (\$525 Minimum Charge):	\$6.50	0	feet	\$0.00
Residential Service (\$300 Minimum Charge):	\$4.50	0	feet	\$0.00

CIAC: \$7,770.00

REFUNDABLE DEPOSIT

Estimated Cost of Construction (3):		\$85,400.00
CIAC (See above):	-	\$7,770.00
Estimated Immediately Connected Annual Revenue	\$8,000.00 x 1.5 = -	\$12,000.00

REFUNDABLE DEPOSIT: \$65,630.00

Temporary Service(s) (2): Cost/Unit dollar varies.	\$0.00	0	\$0.00
Temporary/Relocation/Non-Refundable:			\$0.00
Winter Construction (4):	\$9.00	1110	\$0.00
Secondary Termination Cabinet (Building):	\$900.00	0	\$0.00
Multiple Secondary Termination Cabinet (Up to 3000A):	\$9,900.00	0	\$0.00
CT/PT Enclosure (401 A to 1000 A):	\$850.00	0	\$0.00
CT/PT Enclosure (Above 1001 A to 1200 A):	\$2,000.00	1	\$2,000.00
CT/PT Enclosure (Above 1201 A to 2000 A):	\$2,500.00	0	\$0.00
CT/PT Enclosure (Above 2001 A to 3000 A):	\$12,500.00	0	\$0.00
Easement Acquisition Cost:			\$0.00
Other Cost:			\$0.00
Other Cost:			\$0.00

APPLICANT'S COST * Dollars not included in the Total Cost. \$75,400.00

The Applicant/Owner, agrees to pay the cost for System Extension/Service Installations(s) in the amount above.

- (1) For explanation of Trench Footage Charges, See Rules and Regulations for Electric Service, Section 15.
- (2) Temporary Service is considered not to have any immediately connected revenue.
- (3) Cost of Construction includes tree trimming, labor, materials, offsite improvements required to allow service to site, etc. It does not include the cost of easement acquisition, Winter Construction, Optional Secondary Termination Equipment, etc.
- (4) This charge may be applied at time of installation.

Work Order #:	Sketch #:	RMS #:	Applicant PO #:
Revision: Rev 1.0	Revision Date:	Print Date: 07/06/22	Page 3 of 4

**BOARD OF WATER AND LIGHT
ELECTRIC SERVICE AGREEMENT**

SAP WBS Element: AE-22-01-851-C-115-01-12 Authorization Number:

BWL Designer Representative Signature:	Jacob Haman
---	--------------------

Digitally signed by Jacob Haman
DN: cn=US, email=jacob.haman@bwl.com, cn=Leasing Board of Water &
Light, ou=Customer Projects Department, cn=Jacob Haman
Reason: I am the author of the document
Date: 2022.07.06 11:41:03-07

BWL representative: JACOB HAMAN, Phone Number: 702-6169.

Date: 7/6/2022	Title: Electric Utility Designer
----------------	----------------------------------

The Applicant agrees to all of the terms and conditions of this agreement, which includes the applicable attachments.

Owner Developer Applicant's Signature:

Date:	Title:
-------	--------

_____ (please initial) If paying by check, BWL will convert a check payment into an ACH transaction.

This agreement must be returned signed and with payment within 65 calendar days from BWL Designer Representative's signature dated above, after which the BWL reserves the right to withdraw the proposal and update pricing and content. Acceptable forms of payment are checks and money orders.

Authorized BWL Representative Signature:

Date:	Title:
-------	--------

Agreement and Application is uncompleted unless fully executed by both parties, and payments are remitted as required.

Work Order #:

Sketch #:

RMS #:

Applicant PO #:

Revision: Rev 1.0

Revision Date:

Print Date: 07/06/22

Page 4 of 4



OLD BUSINESS AB

A. Pre-Bond Work at Delta Center

b. Approval of Easement

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education grant a permanent easement to the City of Lansing by its Board of Water and Light to enter the District's property located at 305 S. Canal Road and Authorize Superintendent Marcus Davenport to execute the Easement for Underground Electric Facilities, as presented.

EASEMENT FOR UNDERGROUND ELECTRIC FACILITIES

Grand Ledge Public Schools (hereinafter “Grantor” or “Owner”), whose address is 220 Lamson St, Grand Ledge, MI 48837,

for good and valuable consideration of One and no/100 Dollars (\$1.00) [exempt from County real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

The City of Lansing by its Board of Water and Light (hereinafter “Grantee”) with offices located at 1201 South Washington Avenue, Lansing, Michigan 48910;

a permanent easement (“Easement”) to enter Owner's land (hereinafter “Owner's Land”) located in the Township of Delta, Eaton County, State of Michigan with property address of 305 S. Canal Rd. identified by Tax Parcel Number(s) 040-015-300-002-00 as more particularly described in the “Legal Description” as depicted on Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect an underground line or lines of electric facilities together with any wires, cables, conduits, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Grantee for the purpose of transmitting and distributing electricity in, on, under, across, and through a portion of Owner's Land (hereinafter “Easement Area”) as depicted on Exhibit A and described in the “Easement Description” as such Easement Area is shown and depicted in the attached Exhibit B.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Grantee, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Grantee shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Grantee of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Grantee, its successors, licensees, lessees, or assigns, and its and their agents and employees, shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, bushes, roots, and other vegetation within the Easement Area or outside of the Easement Area whenever any trees, brush, bushes, roots, and other vegetation could come into contact or interfere with use and operation of Grantee's facilities.

Buildings/Structures/Hazardous: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, Easement for UG Electric Facilities: Approved June 2019 by Lansing Board of Water & Light Legal Department

engineering works, installation or any other type of structure (collectively, “**Buildings/Structures**”) over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without the express written authorization of Grantee, which may be withheld in Grantee's sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned. Grantee shall not be responsible to Owner for the costs of repair or replacement of any Buildings/Structures placed in the Easement Area without Grantee’s express written and publicly recorded authorization, which may be damaged or removed as a result of Grantee’s use of the Easement Area and the exercise of Grantee’s rights under this easement agreement. Owner agrees not to use, store, or dispose of hazardous chemicals upon the Easement Area.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without the express written authorization of Grantee, which may be withheld in Grantee's sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Exercise of Easement: Grantee's nonuse or limited use of the Easement shall not in any way terminate this grant of Easement or preclude Grantee's later use of the Easement to its full extent.

Ownership: Owner covenants with and warrants to Grantee that it is the lawful fee simple owner of the aforesaid lands, and that it has the right and authority to make this grant, and that it will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Grantee's respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

[Signature page for Grantor follows]

Executed by Grantor on this _____ day of _____, 20__.

Grantor: Grand Ledge Public Schools

(Signature)

By: _____
(Printed Name/Title)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me in on this ____ day of _____, 20__ , by _____ its _____ on behalf of _____ (Grantor).

_____, Notary Public
_____, County, _____
Acting in _____ County
My Commission Expires: _____

Drafted by and return to:

Andy Baumgartner
1610 Holbrook Dr.
Holt, MI 48842

**EXHIBIT A
OWNER'S LAND**

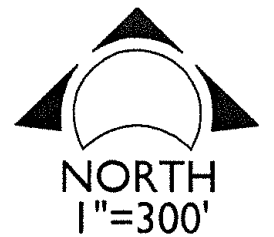
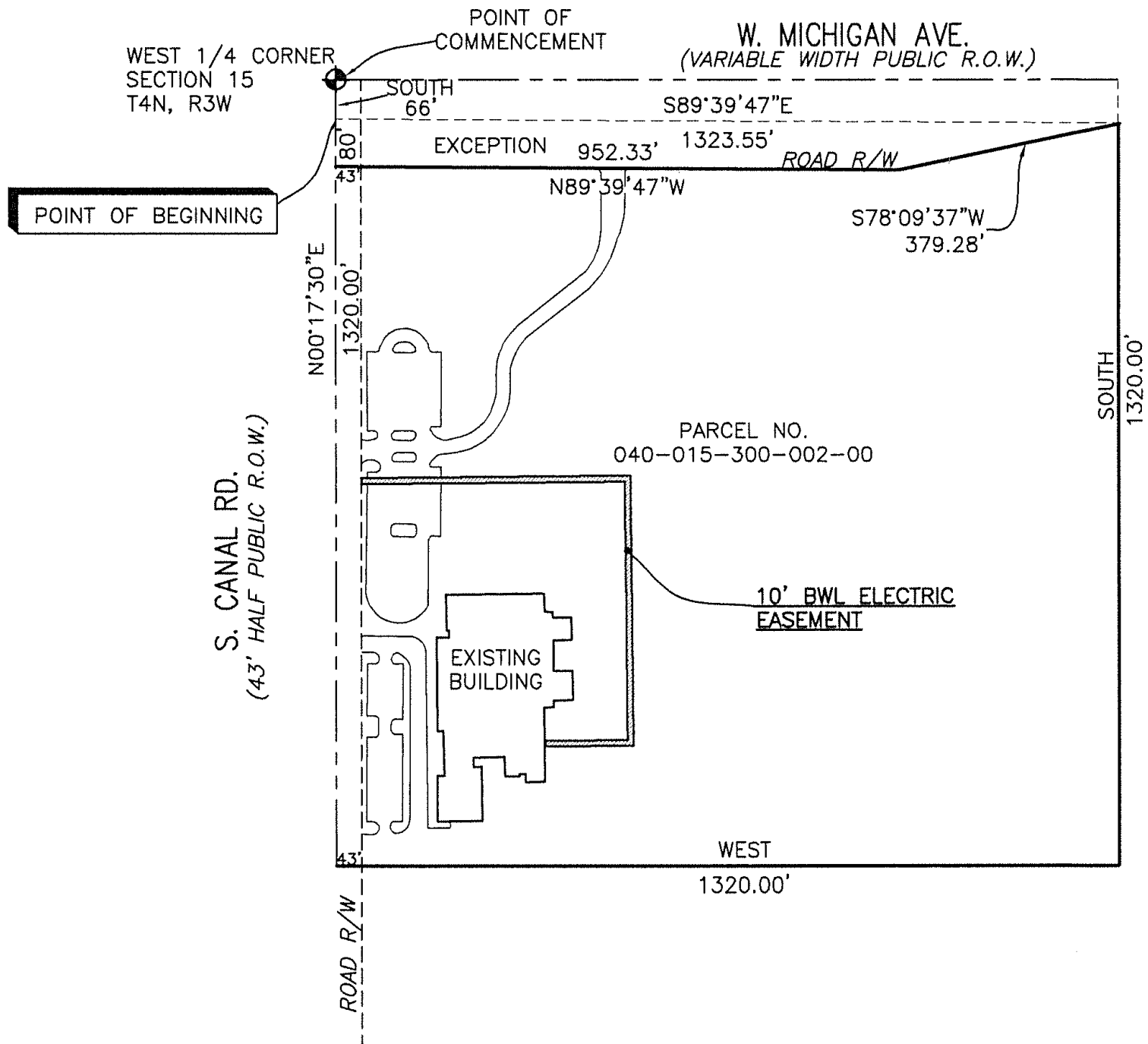
LEGAL DESCRIPTION:

The Northwest 1/4 of the Southwest 1/4 of Section 15, T4N, R3W, Delta Township, Eaton County, Michigan, except the North 4 rods, and also except commencing at the West 1/4 corner of said Section 15, thence South 66.00 feet along the West line of Section 15 to a Point of Beginning of this exception, thence S89°39'47"E 1323.55 feet, thence S78°09'37"W 379.28 feet, thence N89°39'47"W 952.75 feet to the West line of Section 15, thence N00°17'30"E 80.00 feet to the Point of Beginning of this exception. Also, subject to Highway Easement over the West 43 feet adjacent to Canal Road.

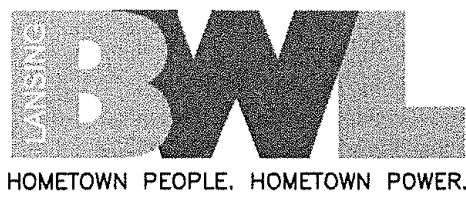
EASEMENT AREA:

A 10 foot wide easement, corresponding to the actual route taken for electrical facilities on the above described "Owner's Land" and as such Easement Description is shown and depicted on Exhibit B attached hereto.

EXHIBIT B



BOARD OF WATER AND LIGHT EASEMENT EXHIBIT



GRANTOR: GRAND LEDGE PUBLIC SCHOOLS

LOCATION: 305 S. CANAL RD, LANSING, MI 48917

PART OF THE S.W. 1/4 OF SEC. 15, T4N, R3W, DELTA TWP., EATON CO. MI

PAGE 1 OF 1

DATE: 6-28-22

DRAWN: ATB

CHK'D: DLT

EASEMENT NO.: 2304-15-3005



NEW BUSINESS A

A. Approval of Employee Contract

- a. Building & Grounds Maintenance Association

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the Employee Contract with the Building & Grounds Maintenance Association, as presented.

Building and Grounds Maintenance Association

Summary of Contract Changes

Contract period July 1, 2022 to June 30, 2023

ARTICLE 12 – Paid Time Off

A. PTO time for maintenance employees shall accumulate as follows.

1. New Employees:

- a. Any new employee, upon the successful completion of the 90 work-day probationary period, will earn three (3) days of PTO time for the first four months and then .5 days of PTO time per month of service until the last day of the district’s fiscal year (Maximum PTO able to earn would be seven (7) days).
- b. 2nd – 4th year 12 days
- c. 5th – 9th year 18 days
- d. 10th – 14th year 20 days
- e. 15+ 24 days

PTO time will be front loaded on July 1 but considered earned during the current year. Any employee leaving employment prior to the end of the fiscal year shall have PTO days prorated based upon actual days worked. Reimbursement to the District for unearned days may be required.

Employees will not be granted unpaid days off unless pre-approved by the Director of Human Resources.

ARTICLE 15 – GENERAL WORKING CONDITIONS

D. Employees shall obtain certifications as required by their job duties within one (1) year of the effective date of this contract or the date of hire for new employees. The Director of Operations, in coordination with the Director of Human Resources, shall determine the necessary certifications for each position.

APPENDIX A

IV. Employees eligible to receive step increases shall receive the appropriate step raise effective July 17, 2022. Employees on Step 12 in 2021-22 shall remain on Step 12 for the duration of this agreement.

VII. Employees actively employed by the District as of June 1 shall receive a payment in lieu of a cost of living adjustment of \$.50 per regularly scheduled annual hours. For a full-time employee this would be \$.50 for 2,080 hours or \$1,040. Part-time employees or new hires would be pro-rated based upon their reduced number of hours. This payment will be paid on the first pay in June.

MASTER AGREEMENT

BETWEEN

GRAND LEDGE BOARD OF EDUCATION

AND

**BUILDING AND GROUNDS
MAINTENANCE ASSOCIATION**

JULY 1, 2022- JUNE 30, 2023

PREAMBLE

WHEREAS, the Board has an obligation, pursuant to Act 336 of the Michigan Public Acts of 1965 as amended, to negotiate with representatives of its employees with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

AGREEMENT

This Agreement entered into by and between the Board of Education of the Grand Ledge Public Schools, Grand Ledge, Michigan, hereinafter called the "Board," and the Grand Ledge Maintenance Association, hereinafter referred to as the "Association."

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Grounds and Maintenance Association as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1965, for non-supervisory school personnel employed by the Board as Maintenance.
- B. Nothing contained herein shall be construed to deny or restrict any individual employee's rights he/she may have under the Michigan General Schools Laws or the right of the individual employee to confer with and raise issues or problems with appropriate supervisory personnel.
- C. The employee must be working on a regularly scheduled job to be included under this Handbook. This shall be interpreted to mean substitutes shall not be covered by this Agreement but seasonal labor or contractor services will be covered by this handbook.
- D. The Grounds and Maintenance employees are considered essential workers. They work 52 weeks per year, 40 hours per week.

ARTICLE 2 - AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

ARTICLE 3 - GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 4 - NON-DISCRIMINATION

This Agreed to Handbook shall be applied uniformly to all eligible members of the bargaining unit by the Employer and the Association. There will be no discrimination with respect to conditions of employment.

ARTICLE 5 - BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Grand Ledge Public Schools consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
 3. The right to hire contractor(s) or temporary labor for services deemed necessary to meet maintenance needs of the district.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE 6 - EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives and subject to the Building Use Policy as adopted by the Board.
- B. The Board agrees to make available to the Association for viewing and reproduction all pertinent information considered to be public in nature concerning the financial resources of the District, tentative budgetary requirements and allocations and such other appropriate information as will assist the Association.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official local Association business on school property at all

reasonable times, provided that this shall not interfere with or interrupt normal school operations or shift duties.

- D. Employees who work on the second shift shall be allowed up to one (1) hour off per month, if needed, without loss of pay to attend meetings of the Association, provided said employees make up said hour on the same day. Employees who use this time must obtain approval from their supervisor or designee.

ARTICLE 7– GRIEVANCE / UNION REPRESENTATIVE

- A. The Employee shall be represented by the Association at any grievance hearing if the member wishes.

The Board shall be notified at the beginning of each school year of the names of the Association leaders.

- B. If Association Representative(s) are required by the Employer to attend grievance hearings or meetings when regularly scheduled to work, they will be reimbursed for such lost time by the Employer. No more than two (2) employees will be paid for any meeting.
- C. The Board and the Association agree to form an informal committee of two (2) Association representatives and two (2) administrators to discuss any areas of concern that either party may have. The Board will not make any major changes without going through this committee and will give due consideration to the Association's input. Association representatives required to attend meetings during working hours will be paid at their regular rate for all hours in attendance.
- D. After an optional informal meeting with the employee and their supervisor, the Grievance process shall begin with the employee and Association representative meeting with the Assistant Superintendent of Human Resources and Operations. Any decisions made by the Assistant Superintendent of Human Resources and Operations may be appealed to the Superintendent.

ARTICLE 8- HOLIDAYS

- A. All Maintenance employees who are regularly scheduled to work the week of a holiday and who work the workday before and after the holiday, when scheduled to work, shall be allowed the following eleven days with pay.

Such days shall include Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day (when Christmas and New Year's fall on Saturday or Sunday, the corresponding Friday or Monday will be the paid holiday), MLK Day, President's Day, Memorial Day and Independence Day.

- B. When a paid holiday falls within an employee's vacation period, he/she will be paid for that holiday but shall not have that paid holiday counted as a PTO day.
- C. School Closings - When school is declared closed due to inclement weather, heating problems, road conditions or other problems that may arise, maintenance employees will work unless notified otherwise by the employer. Employees must notify the employer if they cannot arrive at work at their normal time and give an estimated arrival time. The estimated arrival time will be within two (2) hours of the employees' normal starting time. Once they arrive, employees will be expected to work the same number of hours as regularly scheduled unless excused by their Supervisor or designee.

An employee calling to report they will be late or unable to report to work must speak directly with dispatch, their supervisor or designee.

Any employee who is unable to report for work shall not be paid for the hours not worked, with the following exceptions:

1. An employee who is unable to report to work under this provision shall use PTO, as long as they have earned PTO, to cover the day of absence.
2. If the employer notifies employees that they are not expected to report for work on days when school is canceled, leave days will not be deducted when employees do not work and all employees will receive their regular pay on such days.
3. Paid leave days that are scheduled in advance of the notice of school closing shall be honored.

ARTICLE 9 - PROBATIONARY EMPLOYEES

- A. Employees hired into the Association unit shall be considered probationary for the first ninety (90) working days of their employment.
- B. There shall be no seniority among probationary employees.
- C. After the employee has completed the probationary period for his/her classification, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her original date of hire.
- D. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 - Recognition of this Agreement, except for discipline or discharge. There shall be no recourse through the grievance procedure for discharge or discipline of an employee who has not acquired seniority status.
- E. All benefits not specifically excluded by this Agreement shall begin with the first day of the first full month following employment.

ARTICLE 10 - NO STRIKE CLAUSE

- A. The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 11 - PROTECTION OF EMPLOYEES

- A. Legal and Physical - Liability insurance carried by the Board shall protect all employees against civil suits brought against them growing out of the exercise of their regular duties.
- B. All cases of accidents* and / or injury involving a maintenance employee during the performance of the employees' assigned duties or school activities shall be reported to their supervisor or designee on the day of the incident. In emergency situations, the report must be filed as soon as possible if not on the day of the incident.

**An accident is an unforeseen and unplanned event or circumstance, often with lack of intention. It usually implies a generally negative outcome which might have been avoided or prevented had circumstances leading up to the accident been recognized, and acted upon, prior to its occurrence. Injury is not required for an incident to be identified as an accident.*

ARTICLE 12 – PAID TIME OFF

- A. PTO time for maintenance employees shall accumulate as follows.
1. New Employees:
 - a. Any new employee, upon the successful completion of the 90 work-day probationary period, will earn three (3) days of PTO time for the first four months and then .5 days of PTO time per month of service until the last day the district's fiscal year (*Maximum PTO able to earn would be seven (7) days.*)
 - b. 2nd-4th year 12 days
 - c. 5th-9th year 18 days
 - d. 10th-14th year 20 days
 - e. 15+ 24 days

PTO time will be front loaded on July 1 but considered earned during the current year. Any employee leaving employment prior to the end of the fiscal year shall have

PTO days prorated based upon actual days worked. Reimbursement to the District for unearned days may be required.

Employees will not be granted unpaid days off unless pre-approved by the Director of Human Resources.

- B. Employees should contact the Supervisor two (2) hours before their shift is to begin if they are unable to report that day.
- C. PTO requests of five (5) or more consecutive days must be submitted in writing not less than thirty (30) days prior to the commencement date. PTO requests for less than five (5) days will be submitted forty-eight (48) hours in advance; however, the forty-eight (48) hour requirement may be waived in certain circumstances; such as the employee's personal emergency. Employees' PTO is subject to their request and scheduling by their supervisor or his designee. With approval of their supervisor or his designee, employees will be allowed to use PTO days. No more than ten (10) days may be used consecutively when school is not in session unless approved by supervisor. PTO requests shall be in writing and will be responded to promptly. Approval of PTO leave during the first week prior to *opening of school* and the last week of students attending school, will not be granted.
- C. Upon retirement, resignation, or permanent layoff, PTO time accumulated will be paid to employees based upon the time the employee has worked (see **LEAVES** .)
- D. A maximum of twenty-five (25) PTO days (200 hours) may be carried over to the following year.

ARTICLE 13- HEALTH INSURANCE

- A. The Board shall make available one of two options:
 - A. All employees will be offered single subscriber, self-funded healthcare protection for a twelve (12) month period for each full-time employee. Part-time shall receive a pro-rata benefit. Healthcare benefits will stop on the last day of the month that the employee leaves the school district.
 - B. Employees may choose to receive the cash in lieu (CIL) stipend (in the amount of \$310.00 per month) only after the Grand Ledge Public Schools receives documentation that they have insurance coverage that meets the ACA minimum value and coverage requirements. Employees are responsible for their FICA on the cash option.

ARTICLE 14 - LEAVES

- A. Upon retirement or resignation from employment, an employee with a minimum of twelve (12) years of service shall be paid for all unused sick leave based on one- half

(1/2) his/her current rate. In cases of death full payment shall be made to the employee's beneficiaries or to the employee's estate if there are no beneficiaries. In no event shall such payments exceed the following percentages of an employee's average annual income from Grand Ledge Public Schools in the past three (3) years.

20 years or more	23%
16 years to 19 years	18%
12 years to 15 years	13%

C. Funeral Leave - Paid funeral leave up to three (3) days shall be granted for a death in the immediate family. This leave will not be deducted from the employee's PTO bank. Immediate family is defined as spouse, children (including stepchildren), parents, brothers, sisters, grandparents, and parent-in-laws.

D. At the expiration of accumulated days, an employee may request voluntary health leave without pay, subject to the following Section.

E. Other Leaves

1. Employees may, at the discretion of the Board of Education, be granted voluntary leave, without pay, during any school year for a period of up to one (1) year. All such requests must be submitted in writing and the full conditions of the agreement must be in writing, including the assignment of the employee upon return, and effect, if any, of the leave on the salary schedule. Such requests must be submitted at least fifteen (15) days prior to the starting date of the leave. The seniority of a bargaining unit member shall be frozen for the duration of any such leave. Whenever a voluntary leave is granted, written notice shall be prepared and submitted to the President of the Association. The purpose of this notice is to provide the necessary information for preparing and updating the seniority list.

2. Military leave will be granted to any regular employee who may enlist or be conscripted into the military forces of the United States for service or training. Upon return from such leave the employee shall be returned to a comparable position with full credit on the salary schedule for time in military service.

3. An employee absent from the job to attend an approved meeting shall receive regular pay with no time charged against PTO leave.

4. When approved in advance by the employee's supervisor or designee, conference costs and travel expenses at the current IRS rate will be reimbursed by the Board. Membership charges shall be the responsibility of the employee unless approved in advance by their supervisor or designee.

5. Medical or Disability Leave

a. A medical or disability leave of up to one (1) year shall automatically be granted upon presentation of a doctor's statement.

1. The Board reserves the right to require a second (2nd) opinion by a Board appointed physician at Board expense before granting a medical leave. The second (2nd) opinion will be from a Board paid physician in the same medical specialty as the employee's doctor. (However, if the insurance carrier required a second opinion, the Board shall adopt it as its own.)
 2. If those two (2) physicians disagree, the parties will choose a third (3rd) physician whose opinion shall be conclusive. The third (3rd) physician shall be paid for by the Board unless the employee's insurance covers his/her fee.
- b. The employee may request an extension at the end of the leave.
 - c. Upon return, the employee shall assume a position with equal hours.
 - d. For such leaves that last longer than one (1) year, the employee shall return to a vacancy in his/her former classification. Should no vacancy be available, the employee shall be permitted to displace the least senior employee in his/her former classification working the same or less number of hours.

ARTICLE 15 - GENERAL WORKING CONDITIONS

- A. Employees shall report all conditions they believe to be recognized as hazardous to their health and safety. Further, nothing herein precludes employees from making inquiries or reports to the proper authorities. The Employer agrees to investigate such reported hazards.
- B. While equipment and tools may vary, the Employer shall normally make available equipment and tools that are essential to completing assigned work.
- C. The Employer shall provide without cost to the employees, when approved by their supervisor the following:
 1. Uniforms and thermal coveralls for maintenance & grounds workers.
 2. Uniforms for maintenance workers as may be required by the Employer. The process / procedure for obtaining and turning in worn uniforms will be developed by administration.
 3. Medical test and/or check-ups as required and for which the employee has no health insurance.
- D. Employees shall obtain certifications as required by their job duties within one (1) year of the effective date of this contract or the date of hire for new employees. The

Director of Operations, in coordination with the Director of Human Resources, shall determine the necessary certifications for each position.

ARTICLE 16 - WORK SCHEDULE

- A. All employees shall be guaranteed a minimum of a thirty (30) minute duty-free lunch period. All employees will be entitled to a minimum of two (2) fifteen (15) minute relief times to be mutually scheduled, except that an employee working less than the normal workday may receive one (1) fifteen (15) minute relief time. Employees working overtime will be entitled to an additional fifteen (15) minute relief time for every four (4) hours worked. It is understood that an individual employee and his/her supervisor may mutually agree to vary lunch and relief times to meet individual needs.

ARTICLE 17 - JURY DUTY

An employee who serves on jury duty will be paid their regular salary. The time on Jury Duty will not be deducted from the employee's PTO time.

ARTICLE 18 - NEGOTIATION PROCEDURES

- A. This agreed to handbook may be extended only by mutual, written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least six months, prior to expiration of contract.
- C. The provisions of this Handbook Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this handbook shall be superseded and replaced by this Agreement.

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2022 except as otherwise stated herein and shall continue in effect until June 30, 2023.

FOR THE ASSOCIATION:

FOR THE BOARD OF EDUCATION:

Dated this 11th day of July, 2022.

APPENDIX A

The basic purpose of the maintenance activities of the school district shall be to provide physical conditions most conducive to carrying out the educational program of the school.

I. DUTIES

All employee duties shall be determined by their supervisor.

II. RESIGNATION

Notice of resignation shall be made in writing to the Board or the employee's supervisor two (2) weeks prior to date of resignation.

III. SALARY SCALE – PAY TABLES

Grounds		Maintenance	
Step	Hourly Wage	Step	Hourly Wage
1	15.00	1	18.00
2	15.50	2	18.50
3	16.00	3	19.00
4	16.50	4	19.50
5	17.00	5	20.00
6	17.50	6	20.50
7	18.00	7	21.00
8	18.50	8	21.50
9	19.00	9	22.00
10	19.50	10	22.50
11	20.00	11	23.00
12	20.50	12	23.50

IV. Employees eligible to receive step increases shall receive the appropriate step raise effective July 17, 2022.. Those on Step 12 in the 2021-22 school year shall remain on Step 12 for the duration of this agreement.

V. On-Call Pay

Employees assigned seven (7) day 'on-call' duty shall be compensated two (2.0) hours each day. In addition to being compensated the two (2) hour 'on-call' stipend, employees shall be paid their hourly wage for the time they spend working if called in, with a minimum of two (2) hours for each actual call-in.

**If an employee receives an additional call-in while already on a 'call-in' assignment their compensation will be continuous (not an additional minimum two hours).*

VI. Maintenance personnel shall receive a telephone stipend of sixty (\$60.00) dollars per month.

- VII. Employees actively employed by the District as of June 1 shall receive a payment in lieu of a cost of living adjustment of \$.50 per regularly scheduled annual hours. For a full-time employee this would be \$.50 for 2,080 hours or \$1,040. Part-time employees or new hires would be pro-rated based upon their reduced number of hours. This payment will be paid on the first pay in June.



NEW BUSINESS B

B. Approval of the Payment of Food Services Invoices

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the payment of a Food Service Invoice to Stafford-Smith in the amount of Nineteen Thousand, Four Hundred Twenty-Two Dollars (\$19,422), as presented.





NEW BUSINESS C

C. Approval of the Payment of Capital Funds Invoices

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the payment of Capital Funds Invoices in the amount of Forty-One Thousand, One Hundred Four Dollars and Eighty Cents (\$41,104.80), as presented.





NEW BUSINESS D

D. Approval of the Payment of Proposal 1, Series 1 Bond Invoices

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the payment of a Proposal 1, Series 1 Bond Invoice to GMB Architects and Engineers in the amount of Sixty-Four Thousand, Six Hundred Fifty-One Dollars (\$64,651), as presented.

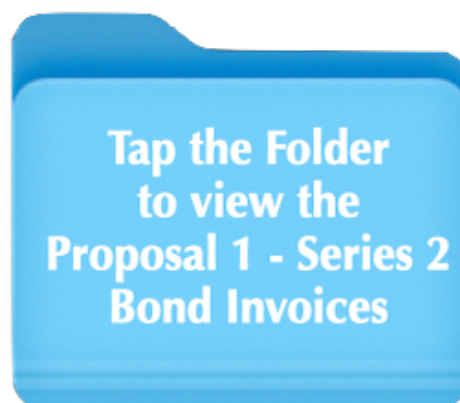




NEW BUSINESS E

E. Approval of the Payment of Proposal 1, Series 2 Bond Invoices

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the payment of a Proposal 1, Series 2 Bond Invoice to Clark Construction Company in the amount of Twenty-One Thousand, Three Hundred Sixty-Eight Dollars and Seventy-Four Cents (\$21,368.74), as presented.





NEW BUSINESS F

F. Approval of the Payment of Proposal 2, Series 1 Bond Invoices

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the payment of Proposal 2, Series 1 Bond Invoices in the amount of Two Hundred Eighty-Seven Thousand, Eighty-Five Dollars and Twenty-Three Cents (\$287,085.23), as presented.





NEW BUSINESS G

G. Approval of the Payment of Proposal 2, Series 2 Bond Invoices

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the payment of Proposal 2, Series 2 Bond Invoices in the amount of One Million, Sixty-Three Thousand, One Hundred Thirty-Four Dollars and Eleven Cents (\$1,063,134.11), as presented.





COMMENTS FROM STAFF & BOARD



FUTURE TOPICS

- Board Bond Advisory Meeting - Monday, August 8, 2022, 5:00 p.m., Sawdon Room 107
- Work Session - Monday, August 8, 2022, 6:00 p.m., Sawdon Board Room



CLOSED SESSION

Attorney / Client Privilege - Per Section 8(1)(e) of the Open Meetings Act, PA 267 of 1976.

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education move into Closed Session for the purpose of receiving confidential Attorney/ Client Communication as Per Section 8(1)(e) of the Open Meetings Act, PA 267 of 1976 - Hultberg v. GLPS, File No. 42172.

ROLL CALL VOTE



RECONVENE IN OPEN SESSION

Time: _____



ADJOURNMENT

Time: _____