

Agenda of Regular Meeting

The Board of Trustees Van Buren ISD

A Regular meeting of the Board of Trustees of Van Buren ISD will be held August 2, 2023, beginning at 4:00 PM in the Van Buren Conference Center
490 S Paw Paw Street
Lawrence, MI 49064.

Van Buren ISD is in compliance with the Michigan Department of Health and Human Services Epidemic Order under MCL 333.2221.

The public is invited to attend the Van Buren Intermediate School District Board of Education meetings. If you require accommodations to access these meetings or would like to provide input or ask questions on any business that will come before the Van Buren Intermediate School District Board of Education at the meeting, please contact Dave Manson, Superintendent at dmanson@vbid.org.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. REGULAR MEETING

A. Approval of Draft Agenda (**ROLL CALL VOTE**)

B. Consent Agenda - (**ROLL CALL VOTE**)

1. Minutes

2

The **ORGANIZATIONAL MEETING** of the Van Buren Intermediate School District Board of Education was held in person on **July 12, 2023**, in the Board of Education office and called to order at **4:01 PM**. The following members were present: Kent, Weiss, Makay, Faul, and Middaugh.

Weiss moved to approve the following resolution:

RESOLVED, the Van Buren Intermediate Board of Education approves the election of officers to the Van Buren Intermediate School District Board of Education for 2023-2024 as follows:

President – Mary Ann Middaugh
Vice-President – John Weiss
Treasurer – Kenneth Kent
Secretary – John Faul
Trustee – Karen Makay

Supported by Makay. Roll call vote: Weiss – yes, Kent – yes, Faul – yes, Makay – yes, and Middaugh – yes. Motion carried.

Makay moved to approve the following resolution:

RESOLVED, that the Van Buren ISD Board of Education meeting dates for the 2023-2024 school year are approved as shown below:

July 12, 2023
August 2, 2023
September 6, 2023
October 4, 2023
November 1, 2023
December 6, 2023
January 3, 2024
February 7, 2024
March 6, 2024
April 10, 2024
May 1, 2024
June 5, 2024
July 10, 2024

Supported by Faul. Roll call vote. Kent – yes, Faul – yes, Makay – yes, Weiss – yes, and Middaugh – yes. Motion carried.

Faul moved to approve the following resolution:

RESOLVED, the following employees/individuals are hereby authorized to sign checks written on accounts of the Van Buren Intermediate School District and electronic means using the automatic clearing house (ACH) system as outlined in Board Policy 6144.01.

David. D. Manson
Barbara Matthews
Kenneth Kent

Supported by Makay. Makay – yes, Faul – yes, Kent – yes, Weiss – yes, and Middaugh – yes. Motion carried.

Kent moved to approve the following resolution:

RESOLVED, that the following firm be designated as legal counsel to the Board of Education for general and special education issues and that a retainer be paid:

Thrun Law Firm
2900 West Road Suite 400
PO Box 2575
East Lansing, MI 48826-2575

Supported by Weiss. Roll call vote. Kent – yes, Weiss – yes, Makay – yes, Faul – yes, and Middaugh – yes. Motion carried.

Weiss moved to approve the following resolution:

RESOLVED, the following financial institutions are designated as depositories for VBISD funds for 2023-2024:

Arbor Financial Credit Union
Huntington Bank
Michigan Liquid Asset Fund Plus
PNC

Supported by Kent. Roll call vote: Faul – yes, Makay – yes, Weiss – yes, Kent – yes, and Middaugh – yes. Motion carried.

The **Regular Meeting** of the Van Buren Intermediate School District Board of Education was held in person on **July 12, 2023**, in the Board of Education office and called to order at **4:28 PM**. The following board members were present: Kent, Weiss, Makay, Faul, and Middaugh. Absent: None.

Faul moved to approve the 07/12/23 draft agenda as presented. Supported by Makay. Roll call vote. Weiss – yes, Kent – yes, Faul – yes, Makay – yes, and Middaugh – yes. Motion carried.

Weiss moved to approve the Consent Agenda (*June 7, 2023 Minutes; June 21, 2023, Special Meeting Minutes; Voucher Budget Summary, Imprest Summary, and Payroll Summary*). Supported by Faul. Roll call vote: Makay – yes, Faul – yes, Kent – yes, Weiss – yes, and Middaugh – yes. Motion carried.

Garrett Ketchen from Savion, LCC made public comments related to Savion’s upcoming solar energy plans in Decatur. He outlined some of the potential tax dollar increases for VBISD if the project is finalized.

On June 28, 2023, the Van Buren ISD hosted the *Grow Your Own Grant* kickoff event at the Conference Center, which was attended by Board members Weiss and Middaugh and Kent.

Superintendent Manson gave an update along with the following department updates: Finance, Technology Services, Early Childhood, and Special Education were given to the Board. A presentation entitled “Transition to Work Program” by Melanie Giddings was made to the Board.

Kent made the motion to approve the following resolution:

RESOLVED, the VBISD Board of Education approves a temporary position of Assistant Director of Finance and Operations and transfers Rebecca Drake from Grant Accountant to Assistant Director of Finance and Operations retroactive to July 1, 2023, with compensation aligning to the Director level of the newly adopted administrative base table.

Supported by Faul. Roll call vote. Kent – yes, Weiss – yes, Makay – yes, Faul – yes, and Middaugh – yes. Motion carried.

Weiss made motion to approve the following resolution:

RESOLVED, that the Board of Education approves Laura Thornburg to be Interim Administrator of Program Accountability effective July 1, 2023.

Supported by Makay. Roll call vote. Faul – yes, Makay – yes, Weiss – yes, Kent – yes, and Middaugh – yes. Motion carried.

Faul made motion to approve the following resolution:

RESOLVED, the VBISD Board of Education approves a change in the following substitute rates effective July 17, 2023.

Teachers (7-7.5-hour day) - \$130 per day; (4 hours or less) \$65 per ½ day

Program Assistants (7-7.5-hour day) - \$95 per day; (4 hours or less) \$50 per ½ day

GSRP Program Assistants (8-hour day) - \$100 per day; \$55 per ½ day

Transportation - \$15 per hour (Drivers); \$14 per hour (Attendants)

Custodians - \$15 per hour

Clerical/Secretarial - \$15 per hour

Retired or Experienced Professional Staff - daily rate based full day/half day

- Less than 5 years of experience in public schools - Step 1 of the appropriate pay scale
- 5 or more years of experience in public schools - Up to the Step 10 of the appropriate pay scale with proper documentation

Retired or Experienced Support Staff - daily rate based full day/half day

- Less than 5 years of experience in public schools - Step 1 of the appropriate pay scale
- 5 or more years of experience in public schools - Up to the Step 8 of the appropriate pay scale with proper documentation

Long-Term Support and Teacher Substitutes - (defined as 20 or more consecutive school days) - up to Step 1 of the appropriate pay scale.

Current VBISD Support Staff Rates

Classification	Sub For	Number of Days To Sub	Rates
Support	Support	5 or Less Days	Current hourly rate
Support	Support	6+ Days	Current hourly rate or hourly rate of the corresponding pay scale/step/base rate, whichever is greater
Support/PSM	PSM	19 or Less Days	\$130 per day or current hourly rate, whichever is greater
Support/PSM	PSM	20+ Days	Step 1 or current hourly rate, whichever is greater

**Migrant program excluded

Supported by Kent. Roll call vote. Weiss – yes,⁵Faul – yes, Kent – yes, Makay – yes, and Middaugh – yes. Motion carried.

Makay made motion to approve the following resolution:

RESOLVED, that the Board of Education approves a \$500.00 stipend for Terry Lechenet, Sunny Hudson, and Karen King.

Supported by Kent. Roll call vote. Makay – yes, Faul – yes, Kent – yes, Weiss – yes, and Middaugh – yes. Motion carried.

Kent made motion to approve the following resolution:

RESOLVED, that the Board of Education approves an additional two days per week of Speech & Language services for the Build Up program, beginning August 21, 2023.

Supported by Weiss. Roll call vote. Kent – yes, Weiss – yes, Makay – yes, Faul – yes, and Middaugh – yes. Motion carried.

Weiss made motion to approve the following resolution:

RESOLVED, that the Board of Education approves an increase of additional 5 days per school year for Callie Campbell and Amy Paul.

Supported by Makay. Roll call vote. Weiss – yes, Makay – yes, Faul – yes, Kent – yes, and Middaugh – yes. Motion carried.

Makay made motion to approve the following resolution:

RESOLVED, the Van Buren Intermediate Board of Education approves the \$175/daily stipend for the GSRP staff attending the HighScope PCC summer training, with funds coming from the FY23 GSRP Curriculum Grant.

Supported by Faul. Roll call vote. Kent – yes, Makay – yes, Faul – yes, Weiss – yes, and Middaugh – yes. Motion carried.

Faul made moved to approve the following resolution:

THEREFORE, BE IT RESOLVED, that the Van Buren Intermediate School District Board of Education, upon the recommendation of the Van Buren Tech Administration, approves the purchase of the Cosmetology Lab furniture from American Beauty Equipment for a total cost of \$97,234.

Supported by Kent. Roll call vote. Weiss – yes, Kent – yes, Faul – yes, Makay – yes, and Middaugh – yes. Motion carried.

Weiss moved to approve the following resolution:

RESOLVED, that the Board of Education approve the employment of the staff listed below:

<u>Special Education</u>	<u>Salary</u>	<u>Sign-On Bonus</u>	<u>Start Date</u>
Daniel Schaser, RR Teacher, Maple Creek	\$63,025	\$1,500	8-17-23
Maribel Quiroz, Speech & Language Pathologist	\$59,902	\$1,500	8-17-23
Hali Thompson, Diagnostic Teacher Consultant	\$78,626	\$1,500	8-17-23
<u>Early Childhood Programs</u>	<u>Salary</u>	<u>Sign-On Bonus</u>	<u>Start Date</u>
Donna Hellenthal, ECSE Teacher	\$68,357.51	\$1,500	8-1-23
Susan Reynolds, Director of EC Programs (Internal Transfer)	\$118,500		7-1-23
Anna Austin, EC Supervisor (Internal Transfer)	\$94,000		7-10-23
<u>VB Tech</u>	<u>Salary</u>	<u>Sign-On Bonus</u>	<u>Start Date</u>
Rachel Stout, Math/Science Consultant	\$67,010		8-17-23
Austin Kelly, Construction Trades Instructor	\$60,960	\$1,500	8-17-23
<u>Instructional Services</u>	<u>Salary</u>	<u>Sign-On Bonus</u>	<u>Start Date</u>
Russell Lee, Math Consultant	\$72,318	\$1,000	8-17-23

Supported by Kent. Voice vote. Motion carried.

Makay moved to approve the following resolution:

RESOLVED, that the Board of Education accept the resignation and retirements of the staff listed below:

Kelli Pattison, Special Education Teacher	Resignation - 7-7-23
Chris Garzella, Construction Trades Instructor	Resignation - 6-13-23
Sara Cruchelow, Teacher, Vision Impaired	Resignation - 6-9-23
Brittany Busch, EI Consultant	Resignation - 6-13-23
Alicia Sarco-Villagomez, Adult Education Teacher	Resignation - 6-29-23

Supported by Faul. Voice vote. Motion carried.

Weiss made motion to adjourn the meeting. Supported by Kent. Voice vote. Meeting adjourned at 5:23 PM.

Respectfully submitted,



John Faul, Board Secretary
Van Buren Intermediate School District
Board of Education, Lawrence, Michigan

**Van Buren Intermediate School District
July 2023**

Imprest Fund Vouchers	\$ 1,597,774.41
Payroll Fund Vouchers	5,194,529.74
Purchasing Card Vouchers	69,063.60
EDUSTAFF ACH Payments	19,437.58
	\$ 6,880,805.33

Budget-to-Expenditure Comparison 22-23

June 30, 2023

Fund	Budget	Actual & Encumbered Expenses	Unencumbered Balance	Year-to-Date Variance
General	18,222,254	15,893,538	2,328,716	2,328,716
Special Education	39,891,002	33,120,355	6,770,647	6,770,647
Career Tech Education	15,478,459	11,637,727	3,840,732	3,840,732
Food Service	10,000	53	9,947	9,947
Capital Projects	0	3,133,180	N/A	(3,133,180)

Budget-to-Expenditure Comparison 22-23

July 15, 2023

Fund	Budget	Actual & Encumbered Expenses	Unencumbered Balance	Year-to-Date Variance
General	17,989,071	1,034,733	16,954,338	(285,188)
Special Education	41,926,148	1,264,994	40,661,154	481,929
Career Tech Education	15,140,366	383,755	14,756,611	247,094
Food Service	10,000	0	10,000	417
Capital Projects	0	47,030	N/A	(47,030)

Cash Flow Summary

	Ending Balance 5/31/2023	Cash Receipts	Cash Disbursements	Ending Balance 6/30/2023
General	3,940,987	5,200,639	5,865,312	3,276,314
Special Education	11,995,832	7,710,936	3,718,315	15,988,452
Career Tech Education	14,767,162	2,994,670	1,876,217	15,885,615
Student Activity Fund	29,321	1,965	113	31,173
Food Service	13,824	41	2,564	11,300
Capital Projects	1,714,328	0	416,843	1,297,485
	32,461,454	15,908,251	11,879,365 *	36,490,340

* The cash disbursements total includes amounts transferred electronically. Non-payroll related electronic transfers were made to other VBISD aCHounts. A listing of these transactions are available upon request. This statement is in accordance with Policy #6144.01

PAYROLL SUMMARY
July 2023

GENERAL	1,485,646.02
SPECIAL EDUCATION	2,817,555.99
VOCATIONAL EDUCATION	891,327.73
STUDENT ACTIVITY FUND	0.00
FOOD SERVICE FUND	0.00
TOTAL PAYROLL	<hr/> 5,194,529.74

IMPREST VOUCHER SUMMARY
July 2023

<u>FUND NAME</u>	<u>CHECKS</u>	<u>PURCHASING CARDS</u>	<u>TRANSFERS/ INTEREST/FEEES</u>	<u>TOTAL</u>
General Fund	662,519.87	27,352.47	(11,187.37)	678,684.97
Special Education	430,193.24	26,415.38	5,317.49	461,926.11
Vocational Education	94,881.12	15,295.75	5,869.88	116,046.75
Capital Projects	410,180.18	0.00	0.00	410,180.18
Health Consortium	0.00	0.00	0.00	0.00
Student Activity Fund	0.00	0.00	0.00	0.00
TOTAL	<u>1,597,774.41</u>	<u>69,063.60</u>	<u>0.00</u>	<u>1,666,838.01</u>

C. Public Comments
II. INFORMATIONAL ITEMS

14

Upcoming Events/Key Dates July & August 2023

- 7/30 Migrant Camp Meeting at 7p
Harris Camps
675 50th Grand Junction, MI
- 7/31 Migrant Camp Meeting at 7p
Cornerstone Camp
58410 4th ave. Grand Junction, MI
- 7/31; 8/1 Fun Days for Migrant Students at Covert Public Schools 10:00a-3:00p
(Korean Presbyterian Church will provide different stations for our students)
- 8/1 Migrant Camp Meeting at 7p
Lawrence Camp /High Acres
57220 55th St. Lawrence, MI
- 8/2 August Board Meeting, 4 pm**
- 8/2 [School Discipline Symposium](#) (Special Education Department), 9 to 2 pm
- 8/10 *VBISD Backpack Event, 3p to 6p
- 8/11 VBISD Administrative Retreat, 8a to 4p
- 8/17 New Staff Orientation, Part I, 12p to 3:30p
- 8/18 New Staff Orientation, Part II, 8a to 3:30p
- 8/21 First Staff Day
- 8/22 VBISD Opening Day Presentation at Paw Paw High School 8a to 12p**
- 8/23 *Mix & Mingle at Paw Paw High School
- 8/23 [Bert Goens Learning Center Open House](#), 4p to 6p
- 8/28 Learning Center Ribbon Cutting 2p**

KEY: Informational only

*Board attendance voluntary

**Board attendance requested

Administrator Evaluation Guide Reference

- 1 - Leadership
- 2 - Level of Professional Awareness
- 3 - Professional Standards and Ethics
- 4 - Communication Skills
- 5 - Resourcefulness, Creativity, and Innovativeness
- 6 - Personality
- 7 - Demeanor, Appearance, and Style
- 8 - Professional Preparation
- 9 - Decision Maker
- 10-Planner and Organizer
- 11-Supervisor
- 12-Evaluator
- 13-Policy Implementer
- 14-Crisis Manager
- 15-Faculty and Staff Personnel
- 16-School Plant and Facilities
- 17-Student Personnel
- 18-Community Relations
- 19-Fiscal Management
- 20-Student Achievement

A. Board Updates
B. Superintendent Update

17



Date: August 2, 2023
To: Board of Education
From: David D. Manson, Superintendent
Subject: **Superintendent Update**

Community-based Transition Center - Road Update: (Community Relations, Staff Relations, Business & Finance)

As mentioned in my April board report, the building of Paw Paw Public Schools Early Childhood Center and the development of a neighboring housing complex has shed light on the need for repairs to the county drive in front of the CTC. After multiple meetings, the County Treasurer (Trisha Nesbitt) has approached VBISD with a potential solution that would result in the Village of Paw Paw obtaining future ownership and maintenance of the road after it has been repaired. This solution would not cost VBISD; however, we will run the plan by legal counsel to protect our interests.

Back to School Events: (Governance & Board Relations, Community Relations, Staff Relations, Business & Finance, Instructional Leadership)

Back to school events are heating up across VBISD and it won't be long until the traditional school year starts. This month is marked by several important events including:

- August 10th - Back to School Bonanza
- August 11th - Administrative Retreat
- August 17th - Active Shooter Training
- August 17th & 18th - New Staff Orientation
- August 21st - First Staff Day
- August 22nd - Opening Day
- August 23rd - Mix & Mingle
- August 23rd - BGLC Open House/Ice Cream Social
- August 28th - First Day for Students
- August 28th - BGLC Ribbon Cutting


Support Staff Contract Restructure: (Governance & Board Relations, Staff Relations, Business & Finance, Instructional Leadership)

As part of support staff negotiations, it was mutually agreed that the union and administration would collaboratively restructure the current support staff contract to make it easier to use without changing any of the intent/language. We are about 7 hours into the project and approximately 65% complete. Both groups are excited about finishing it up before the start of the new school year.

C. Department Updates
1. Instructional Services

19

Memorandum	
Date:	August 2, 2023
To:	VBISD Board of Education
From:	Cheryl-Marie A. Manson <i>Director of Instructional Services</i>
Subject:	Instructional Services Update



INSTRUCTIONAL SERVICES



Staff Spotlight

Christine Janssen, is a dedicated Nutrition Educator and our “Direct Education Lead”. Christine has been instrumental in shaping the curriculum for Project LEAN and ensuring its alignment with essential standards and social emotional learning for each grade it caters to, including GSRP, Kindergarten, 2nd Grade, 3rd Grade, 4th Grade, and 6th Grade.

One of the most remarkable aspects of Christine's work is the significant impact she has made on the lives of our students in VanBuren County. Last year, a heartwarming encounter with a parent of a Lawton 1st grader showcased the positive influence she has on our community. The parent expressed deep gratitude for Christine's efforts in introducing her son to healthy foods and creating an enjoyable experience with new vegetables. Thanks to Mrs. Janssen's guidance through Project LEAN, the young boy now happily consumes sugar snap peas and broccoli, which has made a meaningful difference in his diet.



Christine's passion for being a "difference maker" in the lives of our students is evident through the many success stories we hear on a regular basis. Her enthusiasm for promoting healthy eating habits has not only affected individual children but has also resonated with parents and caregivers, inspiring them to make positive changes in their own homes.

Daisy Manriquez, who has been an integral part of our Project Lean initiative. Daisy's commitment to the well-being of our students has been evident throughout her journey as a nutrition educator and social work intern within our local school districts. However, I am delighted to share that Daisy has recently accepted the position of Mental Health Clinician after successfully completing her Master's in Social Work at Western Michigan University.



During her time as a social work intern at Hartford Public Schools, Daisy demonstrated exceptional dedication and compassion while working with our students.

As a nutrition educator, Daisy played a vital role in promoting healthy eating habits among our students, contributing to the success of Project Lean. Her passion for fostering healthy relationships with food not only contributed to the physical health of our students but also positively impacted their overall mental

health and well-being.

Throughout her tenure at Western Michigan University, Daisy excelled in her studies, successfully completing her Master's in Social Work. Her time as an intern at Hartford Public schools working alongside other talented Mental Health Clinicians further enriched her understanding of the challenges faced by students in today's educational landscape.

Now, as Daisy transitions into the role of Mental Health Clinician, we are thrilled to have her continue serving our community in this critical capacity. Her academic accomplishments and practical experience make her an ideal candidate for addressing the mental health needs of our students, providing them with the support and guidance necessary to navigate the complexities of growing up.

Project Lean Highlight

Summer continues to be a busy time of the year for our program! Many of our schools are implementing summer programming as well as our own migrant program and Project Lean is an important part of these opportunities for students. Most of our nutrition educators are

working through the summer delivering curriculum and providing tastings as they do throughout the school year.



Adult Education Highlight

Since the reintroduction of Adult Education classrooms into the Van Buren Intermediate School District, a world of new opportunities has opened up for people seeking to enhance their skills and further their education. Under Geanice Miller's leadership, the program's revival has been met with enthusiasm from the community, as it provides adults with a supportive and conducive environment for learning and personal growth. By catering to the diverse needs of learners, the program has seen a remarkable response, attracting individuals from various walks of life who are eager to embark on a transformative educational journey.

One such success story is that of Hugo, a dedicated learner whose life took an unexpected turn when he decided to enroll in the Adult Education program. As he shares in his blog post on Engen's website, Hugo's journey began with an overpacked suitcase and a heart full of curiosity. Eager to improve his prospects and follow his passion for learning, he found his way to the Van Buren ISD's Adult Education classrooms. With the program's nurturing environment and dedicated instructors, Hugo was able to discover his potential and unlock his talents, propelling him towards achieving his educational goals. His journey is a testament to the program's ability to ignite a spark of inspiration and drive, empowering learners like Hugo to



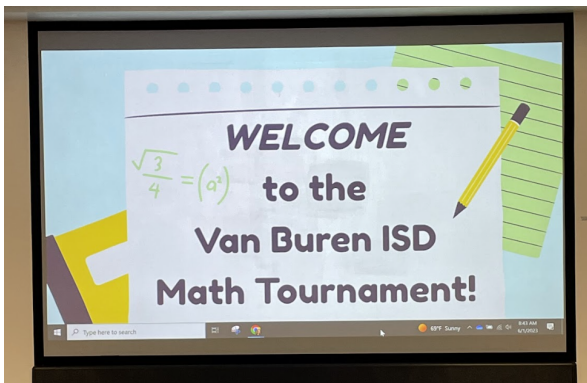
overcome challenges and seize the opportunities that lie ahead.

As the success stories continue to unfold, the Adult Education program in the Van Buren ISD is poised to thrive and grow even further. By providing accessible and tailored education for adults, the district is not only empowering individuals to pursue their dreams but also contributing to a more skilled and prosperous community. With each learner's unique journey adding to the program's success, the future is bright for Adult Education in the district, as it continues to foster personal development and enrich lives in remarkable ways.

First Annual Math Tournament

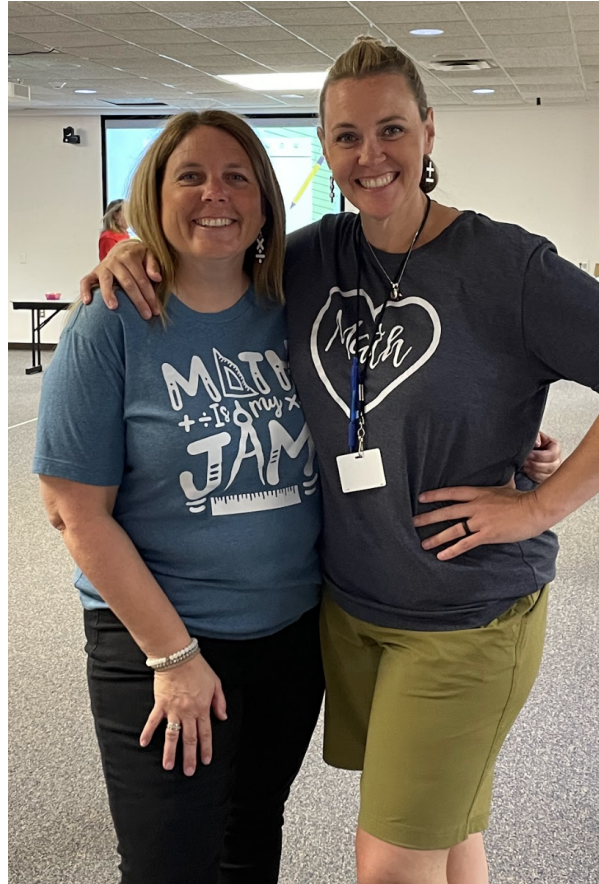


On June 1, 2023, the first Math Tournament event took place at the Van Buren ISD Conference Center in which 5th and 6th grade students gathered to showcase their mathematical prowess. The day was filled with excitement and joy as teams from various schools competed in individual and team math competitions, with engaging movement games in between. The atmosphere in the room was electric, as participants displayed their love for mathematics and challenging problem-solving. The event aimed to make mathematics accessible to all, encouraging schools to share this opportunity with their 5th and 6th-grade students. Through a random



draw, five students from each district were selected as the lucky winners to represent their schools in the tournament. A welcome letter with sample problems was shared before the event to prepare the participants for the friendly yet competitive math extravaganza. Though parents couldn't spectate due to space constraints, the day was a resounding success, fostering a sense of camaraderie and school spirit among the young mathematicians.

To make the event even more enjoyable, students were encouraged to wear comfortable clothes in their school colors, adding to the vibrant atmosphere. Everyone came prepared with breakfast eaten beforehand and brought their sack lunch, refillable water bottles, and snacks, ensuring they had the fuel they needed for the day's challenges. Each team of five students was supported by their own coach, who either served as a school staff member or a parent. While the coaches supervised students from other schools during the math competitions, they remained a friendly face and a source of guidance for their respective teams. Even math coaches and interventionists joined in the fun, supporting the event coordinator, Amanda Cook, for the day. With the focus on inclusivity and a love for mathematics, the first VBISD Math Tournament proved to be a memorable day for all participants, fostering a deep appreciation for the subject and creating lasting memories of joy seen throughout the room.



MIX AND MINGLE 2023

Engage and Motivate

**Don't forget! Mix and Mingle is on August 23, 2023 at Paw Paw High School.
(Doors open at 8:00 am)**

MEMO

DATE: AUGUST 2, 2023
TO: BOARD OF EDUCATION
FROM: BRITANI OLDS, ADMINISTRATOR FOR HUMAN RESOURCES
RE: HUMAN RESOURCES UPDATE

HUMAN RESOURCES UPDATE - (Leadership, Communication Skills, Resourcefulness, Creativity, and Innovativeness, Professional Preparation, Decision Maker, Planner and Organizer.)

GENERAL UPDATES:

This continues to be an extremely busy time for the human resources team as we continue to hire new employees throughout the district. We have successfully worked to onboard 25 new hires so far this school year and we will continue to onboard as we receive notifications of offers.



In an effort to enhance the new hire onboarding experience, there was a team that worked together on the structure for the upcoming new hire orientation. The new hire orientation for the 23-24 school year will be the afternoon of Thursday, August 17 and all day Friday, August 18. Our goal is to provide the new hires an overview and history of the ISD, an overview of the departments, important HR information, tours of the buildings as well as provide an opportunity for initial connections with the department that they will be working in prior to 8/21/23. The new hire orientation is just one part of the

onboarding process and we know it's a lot of information provided to the new hire in a relatively short period of time. With that being said, the same team has also been working on an onboarding document that can be shared with the supervisors as well as the new employees. This provides key information and helpful links that can be referenced by the supervisors and new hires at any time. Below is a snapshot of a piece of the document. We will continue to build upon this document to make it better as we get feedback.

Onboarding/Orientation Topic	If topic is specific to certain position(s) or department/building, please list them here. Example: All, Psychologist, Social Worker, Teacher, etc.	Responsible	Delivery of Orientation Topic	Comments/Notes or Links to Documents
Mileage Forms	All Professional Staff	HR	Detailed Document	Travel & Expense Policy
Expense Reimbursement for Professional Development	All Professional Staff	HR	Detailed Document	Expense Reimbursement for Professional Development Travel & Expense Policy
PO Requisition Process	All Professional Staff	Supervisor	Detailed Document	
FMLA	All	HR	Detailed Document	
Mentor Classroom Visits	VB Tech Teachers	Mentor	In Person	
Mentor Logs	Select Professional Staff	Mentor	In Person	
Observations/Mid Year Review/Evaluation	All Professional Staff	Supervisor	In Person	
HR Central	All	HR	Detailed Document	HR Central
Help Net	All	HR	Detailed Document	HR provides the HelpNet resources as a part of their onboarding meeting. HelpNet - Number & Website

MEMO

DATE: AUGUST 2, 2023
TO: BOARD OF EDUCATION
FROM: ROBERT SMITH, DIRECTOR
RE: CAREER & TECHNICAL EDUCATION BOARD UPDATE

RADIO STATION VISIT

Emily Davison (Paw Paw HS) and Katelyn Jewett (Bloomington HS) are Graphic Design students at Van Buren Tech that have been working as paid co-op students with Brittany Millan, VB Tech's Marketing & Communications Specialist, throughout the 2022-23 school year. Both Emily and Katelyn have done an extraordinary job of designing logos, creating graphics, and helping promote Van Buren Tech. They recently visited Midwest Family Broadcasting's studio to meet and record with News Talk 94.9 WSJM, 98.3 The Coast, and COSY 103.7. They also spent time with the president and general manager of Mid-West Family, Dave Doetsch. Emily will be attending KVCC and Katelyn will be attending Michigan State University upon graduating. Both students will be focusing on graphic design and marketing in college.



EDUCATOR EXCELLENCE AWARD

On Saturday, May 20, 2023, Van Buren Tech Engineering & Architectural Design instructor, Josh Bridges, received the Educator Excellence Award for Science Innovation at the 10th annual Science Innovation Hall of Fame Awards. The event, hosted by the Air Zoo and the Michigan Aviation Hall of Fame, recognizes West Michigan high school students, K-12 level educators, and local organizations and individuals who have innovated and excelled within, or shown exceptional support of, education in the areas of science, technology, engineering, art, and mathematics (STEAM). The Educator Excellence Award recognizes excellence and innovation in the teaching of STEAM subjects, the fostering of deep and meaningful student learning, and generation of exceptional student achievement. Great job Josh!



SALE OF ON-SITE CONSTRUCTION DECATUR HOUSE

On Thursday, July 26th, I signed the home closing documents with Chicago Title, finalizing the sale of the home located at 100 West Bronson St. in the Village of Decatur. The home was built by students in the Van Buren Tech On-Site Construction Trade program and moved to the home site in the spring of 2022. VB Tech partnered with Hemmenway Construction this past year to get it finished and landscaped so that it was ready for sale. The home was listed with Beachwalk Properties in South

Haven for \$174,900 and was on the market for just a few days before we received a bid for \$200,000. The next home is scheduled to be finished next May and is scheduled to be moved to the Village of Hartford.



COMPREHENSIVE LOCAL NEEDS ASSESSMENT (CLNA)

During the upcoming 2023-2024 school year, Van Buren Tech will be required to complete a Comprehensive Local Needs Assessment (CLNA). As part of the Perkins V legislation, local eligible recipients must conduct a CLNA and update at least every two years. The CLNA is designed as the foundation of Perkins V implementation at the Region level—it drives the local application development and future spending decisions. The CLNA process is an opportunity to take an in-depth look at our Region’s entire local CTE system and identify areas where targeted improvements can lead to increased opportunities for student success. The CLNA is designed to be a powerful opportunity to engage stakeholders in a common understanding and vision for the future of CTE in our community. The assessment is broken down into 6 different sections: Student Performance, Labor Market Alignment - Employer Demand, Program Implementation - Student Demand, Implementing Programs of Study, Recruitment/Retention/Training of CTE Staff, and Improving Equity & Access for Special Pops. Deadline for completion is February 4, 2024.

TRAC AUDIT

During the upcoming 2023-2024 school year, Van Buren Tech will participate in a Technical Review Assistance & Compliance (TRAC) audit. The TRAC audit is a regional review of the policies, procedures, programs, and services provided to Career and Technical Education (CTE) students. The TRAC onsite visit provides the Office of Career & Technical Education (OCTE) an opportunity to identify exemplary practices and provide technical assistance to local district administrators, teachers, and other staff for continual improvement of state-approved career and technical education (CTE) programs. Designed to ensure that a) districts have expended state and federal funds appropriately, b) data collection and reporting are accurate, c) procedures and activities do not hinder program quality, and d) ensure that equal educational opportunities are provided to all students, the TRAC audit is conducted in two phases: a Desk Review and a Site Visit. The Desk Review is conducted by the OCTE during a period prior to the scheduled visit and consists of a review of a variety of documents submitted to the Grant Electronic Management System (GEMS) portal by August 17th. The Site visit, scheduled for December 5-7, will consist of data review, building assessments, classroom observations, and teacher/administrator/business office meetings.

On June 28, 2023, the Michigan Legislature passed the 2023-2024 School Aid Budget, which included some changes for Career & Technical Education for this upcoming school year. The highlights are as follows:

- Section 61a - Added Cost Funding: \$48M
 - Removed the “one time funding” tag from the additional \$10M in funds established in 22-23
 - Added an additional \$400,000 to increase annual amount from \$47.6M to \$48M
- Section 61b - Dual Enrollment/Early Middle College Funding: 8M - No Changes
 - \$50K Planning Grant
- Section 61c - CTE Equipment Upgrades - \$15M
 - Doubled the \$7.5M from the 2022-23 school year
 - Only applicable to ISDs where at least 50% of the districts do not levy a vocational millage
 - Now requires applicants to include their funding requests on an application
 - IF funds remain after applications are submitted, ISDs with vocational millages may apply
- Section 61D - CTE Incentive Payments - \$5M
 - Eliminated previous clause that monies must be split between LEAs and ISDs

CAREER CAMP/OPEN HOUSE



Van Buren Tech hosted interested students finishing 6th, 7th, and 8th grades for their annual VB Tech Career Camp event during the week of June 12-16. This year’s camp offered students the opportunity to participate in one of 10 camps (Future Engineers, CSI, Creation Station, Cybertech, MyBusiness, Graphic Design, Dental Explorers, Rescue Camp, Taste the Future, and Need 4 Speed), with industry related field trips taking place on Wednesday and Thursday that week. Students attended camp each day from 9:30-2:30. There was a lot of interest in Career Camp this year; camps were full within 2 days of opening up registration. A showcase was held

for parents on Thursday, June 15th from 5:00-6:30, with over 250 in attendance. Overall, it was an

excellent week. Feedback from students, staff, and parents was very positive.



Memorandum	
Date:	August 2, 2023
To:	VBISD Board of Education
From:	Angie Gutiérrez <i>Administrator of Whole Child Services</i>
Subject:	Whole Child Services Migrant/EL Update



Migrant Summer School Update:

We have had a busy summer so far! We currently have had 224 students attend school this summer. Our Home team has also been busy working with our students in our camps and our recruitment team has also been registering students, working with our out of school youths (16-21 years old), and providing services to our families. Our recruitment team recently conducted a “sweep” to ensure all eligible Migrant students were recruited in our local area as well as surrounding areas. We recruited over 80 students in only three days. We have also had two PAC meetings in the camps and have three more coming up this weekend. Our team has also partnered with local agencies to participate in events at H2A camps to recruit students under 22 years old that have not graduated high school or have a GED.

Pre-School	57
K	16
1st	22
2nd	22
3rd	15
4th	16
5th	18
6th	18
7th-12th	39
HOME	21 +





Note from the Lead Teachers

Contributed by: Abel Robles and Alma Robles

K-12 students receive instruction in reading, math and writing through our Project Smart Curriculum. Students who need Tier 3 interventions meet with our Math and Reading interventions throughout the summer. We also provide students with ESL instruction if they have limited English proficiency.

To promote a positive learning environment we have in place a Positive Behavior Intervention System (PBIS) that uses “school dollars” that students can earn for positive behavior and then are able to spend their “school dollars” at our school store.

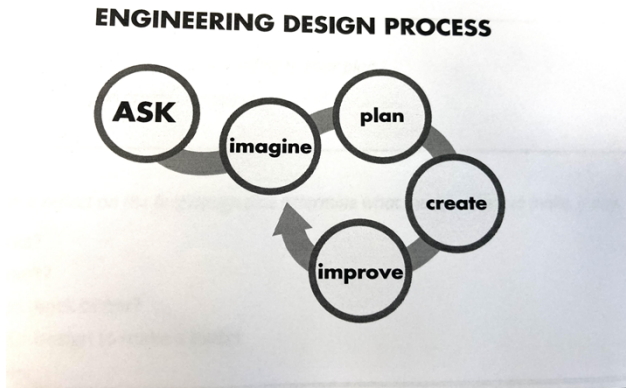
We have students participating in different learning programs such as, Nutrition (Project LEAN) K-4th grade, Keep A Clear Mind 5th-12th grade, MSU 4-H Extension Program (Science on a stick K-12th). We are supporting literacy in the home by providing students with up to four books throughout the summer.

Students participate in at least one field trip per summer. This summer, K-2nd classes will visit the Potawatomi Zoo, 3rd-4th will visit the Kalamazoo Valley Museum, 5th-12th classes will visit the Lake Arvesta Farms Sports Complex, 7th-12th classes will visit MSU and Notre Dame, and K-4th student will visit the True Vine Equestrian Center.



S.T.E.M

Contributed by: Frankie Martinez



This year, the STEM team will continue to focus on providing an engaging atmosphere for all students K-12. We are able to keep things engaging by providing hands-on learning opportunities. Prior to each project, we provide the projects goals and objectives as well as parameters

.We also stress the importance of planning and trial and error. If something does not work, they need to ask themselves why it did not work and how can they improve the design?

Balloon Car

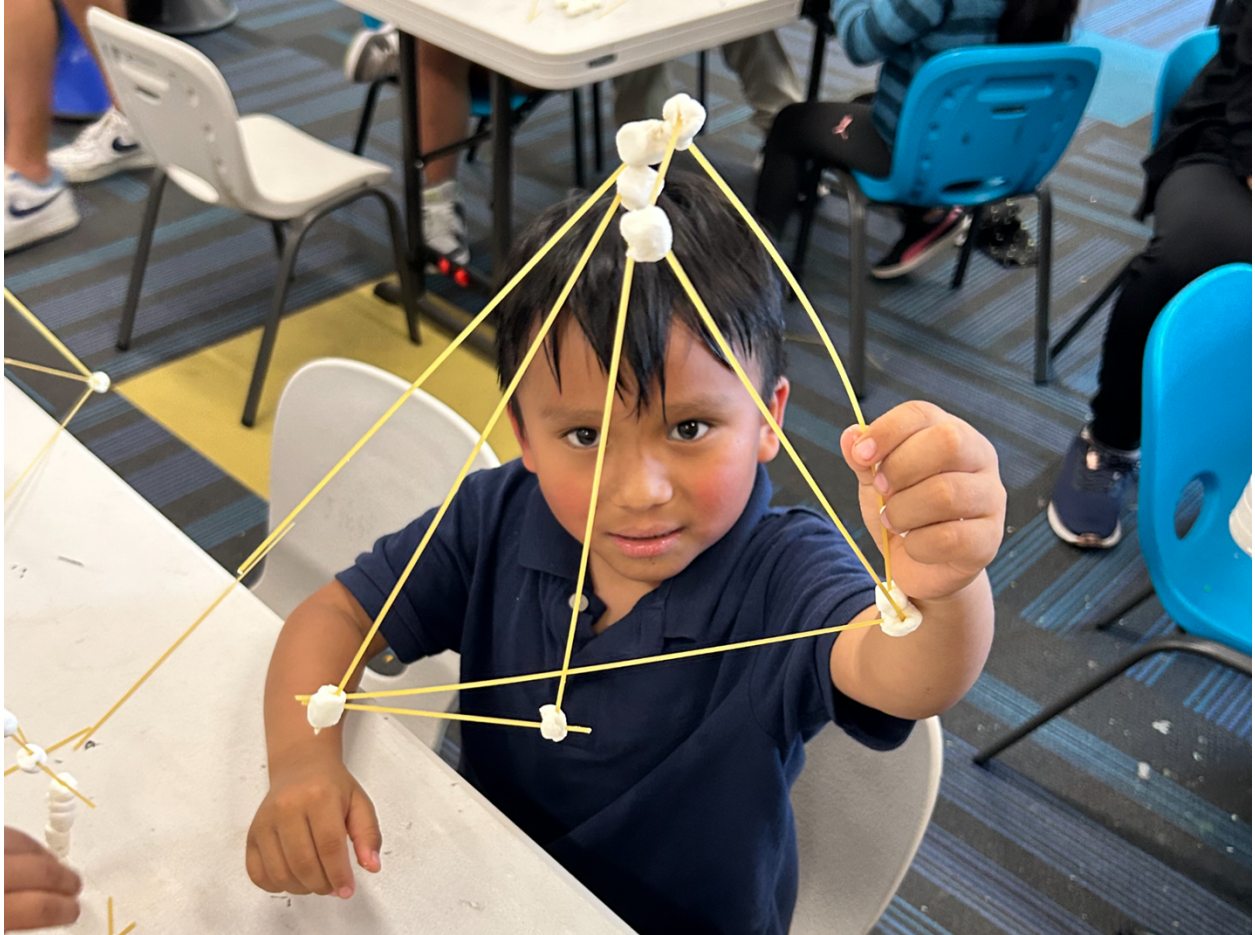
Objective: Create a car that travels by being powered by a balloon.

- The students will have cardboard, wheels, straws and a balloon to create this project.



Spaghetti Tower

Objective: Build a standing structure using only spaghetti noodles and marshmallows.



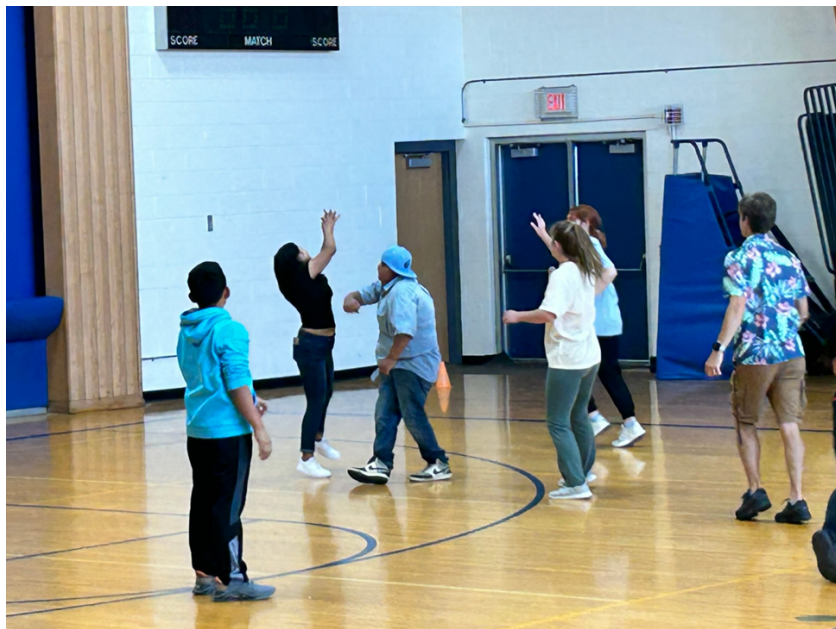
Physical Education:

Contributed by: Jonah Maichele

We had a lovely time with the K-4th graders playing with a parachute last Friday. Each student seemed to actively engage and enjoy the time with each other and of course, the fun time of going under and shaking the parachute



The 7-12 graders can be seen playing Air Force football, similar to ultimate frisbee, as they were all able to be actively involved. Once they had learned the rules, everyone seemed to enjoy the game which is always fun to see.



Some pictures show one of the students' favorite game sharks and minnows, as they dash across the gym trying to make it without getting tagged. This has quickly become a go-to fun time activity that the kids enjoy and lets everyone become involved.



Pre-School News

Contributed by: Caroline Kestner

Welcome to the fun of Project NOMAD preschool.

Preschoolers are always learning concepts and social skills through play and exploration. They are also developing a sense of self and being part of a classroom community. As students play and explore, teachers and assistants help build Spanish and English vocabulary and concept knowledge.

These students are discovering early physics and measurement vocabulary by testing how tall they can make their lego tower before it falls. Then they predicted they could make it taller to make it touch the ceiling.



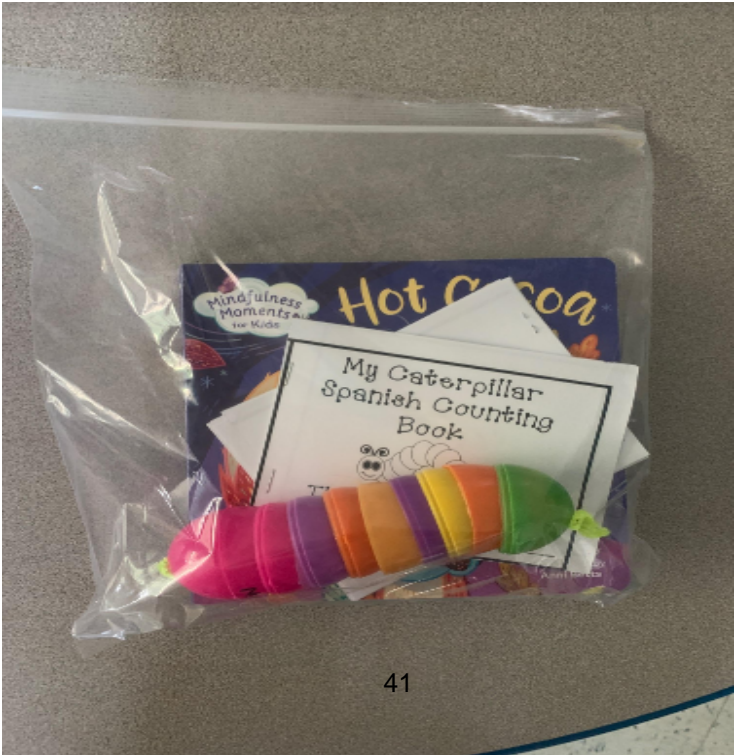
These students were counting as they connected links for the chain. They predicted it could reach the playground fence. It was too short, so they problem solved that they needed to add more links to make it longer.



Small group instruction is an important part of our daily curriculum. These students followed a recipe to help the teacher make playdough. Then the playdough was sent home on Friday with a recipe card. Parent engagement is a focus for this summer as it is part of MDE's 'Key Elements for Early Childhood Success.



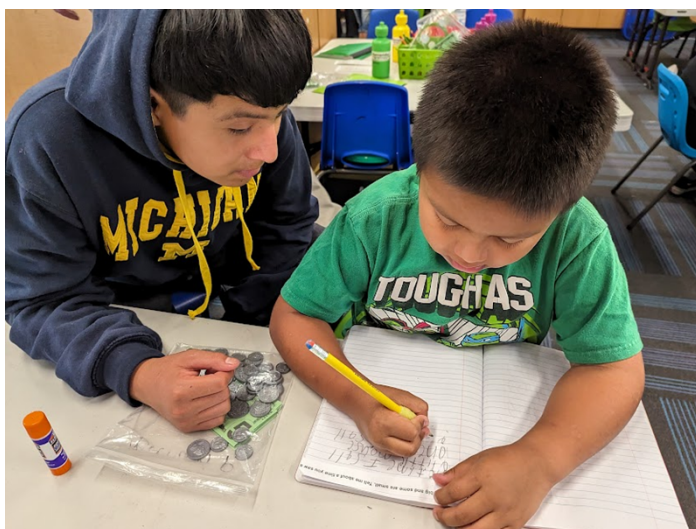
Example of Parent Engagement Friday bag. A bilingual book, learning concept activity, and student's activity project.



Reading, Writing, and Mentoring

Contributed by: Elliott Gonzalez

The high school students in Mr. Kovach's class have come to help the first graders with their writing for the past three weeks, beginning on July 11. Initially, the first grade teacher created prompts that asked the students to write a narrative about an experience traveling, celebrating or seeing something interesting. During the third week the high school students began developing their own writing prompts for the younger students based on shared experiences. They help the first graders create their sentences, sound out the words and ask them questions to develop and elaborate with details. As they write, the students all eat a snack and enjoy socializing with each other. As the students work and eat, the teacher takes photos and then presents the photos to the students at the end of the session. We talk about the importance of mentoring younger students and supporting them in their academic and personal development. It's so wonderful to see the younger kids looking up to the older students. As an added benefit, the older students are able to see photos of themselves in leadership positions as they witness the first graders improve their writing ability and stamina.



5. Presentation - Whole Child Services/Migrant

III. ACTION ITEMS

A. Approval of Enterprise Fleet Management Contract (**ROLL CALL VOTE**)

44

MEMO

Date: August 2, 2023
To: Board of Education
From: Barbara Matthews, Director of Finance & Operations
Terry Lechenet, Transportation Supervisor
**RE: APPROVAL OF ENTERPRISE FLEET MANAGEMENT VEHICLE LEASING
AND REPLACEMENT PROGRAM**

During the last few months, we have been in discussion with the consultant from Enterprise Fleet Management to determine if leasing a portion of our school transportation fleet was a viable solution to issues we have been encountering. A primary issue we have is that our non-bus pupil transportation fleet is very old and the vehicles needed to be replaced in the fleet have been hard to procure. We were fortunate to be able to obtain 5 vehicles in 2023, but we need to replace 16 more within the next few years. We are looking into leasing rather than purchasing these vehicles so we can reliably replace vehicles every few years with a new vehicle at a cost we can afford.

Another issue we currently have is finding vehicle mechanics to employ. Having new vehicles on a consistent basis should reduce our vehicle maintenance costs. Another option is to have the maintenance for the leased vehicles included in a full maintenance agreement with Enterprise. Under this agreement outside repair shops would perform the work on the leased vehicles. Having less repairs may result in our being able to handle the existing vehicle maintenance workload without requiring an additional vehicle mechanic.

Included for your review are the following:

- Master Equity Lease Agreement
- Full Maintenance Agreement
- A synopsis which overviews the fleet plan with Enterprise Fleet Management and includes a case study and references.
- A worksheet showing a 10-year replacement plan for all non-bus vehicles in the District.
- 2024 Transit Van Estimated Pricing

Although the documents for you review are based upon our leasing and replacing all non-bus vehicles in the District, we are currently proposing to phase into this process by leasing and replacing only the non-bus pupil transportation vehicles at this time.

RESOLVED, that the Board of Education approves and adopts with Enterprise Fleet Management the Master Equity Lease Agreement for the lease and replacement of vehicles, attached hereto as Attachment "A"; the Full Maintenance Agreement for the leased vehicles, attached hereto as Attachment "B"; and authorizes the Superintendent, or designee, to more fully negotiate any remaining details under the Agreements and execute all documents related to the vehicle leasing and maintenance programs with Enterprise Fleet Management.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor’s right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person, Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following:

Initials: EFM _____ Customer _____

(i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. Lessor has an absolute right to recoup any obligations Lessor would owe to Lessee under this Agreement against any obligations of Lessee to Lessor under this Agreement including, without limitation, under Sections 3, 5, 8, 10 and 12 of this Agreement. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM _____ Lessee _____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

B. Approval of GSRP Pay Scale Adjustments 2023-2024 (**ROLL CALL VOTE**)

54

MEMO

DATE: AUGUST 2, 2023
TO: BOARD OF EDUCATION
FROM: SUSAN REYNOLDS, DIRECTOR OF EARLY CHILDHOOD
RE: **APPROVAL OF THE 2023-2024 VBISD GSRP PAY SCALE ADJUSTMENT**

BACKGROUND

Historically, wage changes for VBISD GSRP staff have aligned with increases as negotiated with the professional and support staff union. This year, VBISD professional staff are receiving a 3% increase, while VBISD support staff are receiving an increase of 3.25% to 3.75%. As a result, the Early Childhood Department is asking the Board to approve a 3.5% increase for both lead teacher and associate teachers. We are also recommending an additional step be added to both pay scales.

RECOMMENDATION:

RESOLVED that the Board of Education approves a 3.5% wage increase and an additional step on the VBISD GSRP Lead & Associate Teacher pay scales.

2023.2024 GSRP Lead Teachers: 182 Days								
	Step 1*	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Bachelor Degree	\$ 39,116	\$ 40,884	\$ 42,651	\$ 44,418	\$ 46,186	\$ 47,954	\$ 49,721	\$ 51,221
Master Degree	\$ 40,884	\$ 42,651	\$ 44,418	\$ 46,186	\$ 47,954	\$ 49,721	\$ 51,488	\$ 52,988
<i>*Staff on a GSRP grant required compliance plan for credentials: remain on Step 1 until completion of requirements.</i>								
2023.2024 GSRP Associate Teachers: 176 Work/6 Paid Holidays								
	Step 1*	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
CDA	\$ 15.30	\$ 15.67	\$ 16.14	\$ 16.40	\$ 16.78	\$ 17.15	\$ 17.51	\$ 17.81
Associate Degree	\$ 15.83	\$ 16.20	\$ 16.56	\$ 16.93	\$ 17.31	\$ 17.68	\$ 18.04	\$ 18.34
<i>*Staff on a GSRP grant required compliance plan for credentials: remain on Step 1 until completion of requirements.</i>								

Date: August 2, 2023

To: VBISD Board of Education

From: Dave Manson, Superintendent

Subject: Approval of Sign On & Referral Bonuses

Given the staffing shortage in public schools across the State of Michigan, I am recommending the implementation of the following systems.

RESOLVED, the VBISD Board of Education approves the following system of bonuses for the 2023-24 school year.

- **New VBISD support staff employees** will receive a \$500 signing bonus if they sign on with VBISD prior to January 1, 2024 and remain employed by VBISD through June 15, 2024.
- Beginning August 28, 2023, **all VBISD transportation substitutes** will receive a \$250 bonus after every 50 days of work for the 2023-2024 school year.
- Beginning August 2, 2023, **all VBISD staff** are eligible to receive a \$250 referral bonus **if they refer any individual that is hired by VBISD** prior to January 1, 2024 and remains employed by VBISD through June 15, 2024.
- **Any VBISD Professional Staff Member or Salaried Non-Union Staff Member** serving as a substitute for the transportation department will be compensated a flat rate of \$40 per run. Hourly employees will receive their hourly rate.

D. Approval of New Staff Hires (**VOICE VOTE**)

58

MEMO

DATE: AUGUST 2, 2023
TO: BOARD OF EDUCATION
FROM: BRITANI OLDS, HUMAN RESOURCES ADMINISTRATOR
RE: APPROVAL OF EMPLOYMENT OF NEW STAFF

BACKGROUND

Following is a list of new staff, their position, salary and start date. Copies of resumes are attached.

<u>Special Education</u>	<u>Salary</u>	<u>Sign-On Bonus</u>	<u>Start Date</u>
Sarah Loftus, Teacher Specialist for Visually Impaired	\$46,529.00	\$1,500	8/21/23
Lindsay Clark, Bridge Consultant	\$76,283.00		8/21/23
Kathryn Lugten, Social Worker	\$57,258.00	\$1,500	8/21/23
Laura Thornburg, Admin of Program Accountability	*\$98,000.00		8/01/23

<u>VB Tech</u>	<u>Salary</u>	<u>Sign-On Bonus</u>	<u>Start Date</u>
Reginald Boze, Automotive Instructor (Internal Transfer)	\$52,715.00		8/21/23
Angie Laws, Full Time Sub Teacher	\$53,738.00	\$1,500	8/21/23

<u>Instructional Services</u>	<u>Salary</u>	<u>Sign-On Bonus</u>	<u>Start Date</u>
Daisy Manriquez, Mental Health Clinician (Internal Transfer)	\$45,781.00		8/21/23

<u>Business Office</u>	<u>Salary</u>	<u>Sign-On Bonus</u>	<u>Start Date</u>
Katina Wilson, Grant Accountant	*\$75,000		7/31/23

**Salary may be prorated based on start date*

RECOMMENDATION

Resolved that the Board of Education approve the employment of the staff listed above.

E. Approval of Staff Resignations/Retirements (**VOICE VOTE**)

60

MEMO

DATE: AUGUST 2, 2023
TO: BOARD OF EDUCATION
FROM: BRITANI OLDS, ADMINISTRATOR FOR HUMAN RESOURCES
RE: **STAFF RETIREMENTS/RESIGNATIONS**

BACKGROUND

Following is a list of retirements and resignations. Copies of letters are attached.

<u>Name</u>	<u>Resignation/Retirement Date</u>
Jeff Bridges, IT Support Specialist	8/4/2023
William Tenter III, Automotive Instructor	7/25/2023

RECOMMENDATION

Resolved that the Board of Education accept the resignation and retirements of the staff listed above.

Attachments

IV. OTHER BUSINESS

A. Adjournment

1. Motion to Adjourn Meeting (**VOICE VOTE**)

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated on the agenda."

It is the policy of the Van Buren Intermediate School District that no discriminatory practices based on race, color, religion, national origin, sex, age, height, weight, marital status, disability, genetic information or any other status covered by federal, state, or local law be allowed during any program, activity, service, or in employment. Inquiries regarding the non-discrimination policies should be directed to Barbara Matthews, Director of Finance & Operations or Dave Manson, Director of Special Education, 490 S. Paw Paw Street, Lawrence, MI 49064, 269-674-8091.