

Board of Education Mary Gebara President, 2021-2022	Okemos Public Schools <a href="mailto:board@okemosk12.net">board@okemosk12.net</a> <a href="http://okemosk12.net">http://okemosk12.net</a>	4406 Okemos Road Okemos, Michigan 48864 Phone: 517-706-5010
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*This agenda is for general informational purposes only. Based on board policy, the board of education may revise this agenda and may take up other issues at the meeting.*

**6:30 PM**

**MEETING AGENDA  
Monday, July 11, 2022**

**Community Conference Rm**

**CALL TO ORDER**

Dean Bolton, Katie Cavanaugh, Mary Gebara, Melanie Lynn, Vincent Lyon-Callo, Andrew Phelps and Jayme Taylor

**WELCOME AND MEETING FORMAT**

Welcome to this regular meeting of the Okemos Board of Education held in public for the purpose of conducting the business of the school board.

There are two opportunities for public comment: Citizens who wish to address agenda or non-agenda items will have an opportunity at the beginning of the meeting, as well as near the end of the meeting. In-person individuals who wish to address the board must complete a blue form, located with the agendas near the room entrance, and present it to the board's secretary prior to the start of the agenda item. Virtual participants must submit their name and address in a message through the chat box located in Zoom's meeting controls prior to the start of the agenda item.

At the appropriate point in the agenda, the board president will call upon individuals who have submitted a blue card or chat message and that individual's microphone will be un-muted for their comments.

**ADJOURN TO EXECUTIVE SESSION –Contract Negotiations**

Pursuant to Section 8(a) of the Open Meetings Act, the board of education may adjourn to Executive Session for the purpose of discussing contract negotiations.

That the board adjourn to Executive Session pursuant to Section 8(a) of the Open Meetings Act for the purpose of discussing contract negotiations. (Roll Call).

**RECONVENE**

Dean Bolton, Katie Cavanaugh, Mary Gebara, Melanie Lynn, Vincent Lyon-Callo, Andrew Phelps and Jayme Taylor

**DISCUSSION MOVED FORWARD - BOARD POLICY SERVICE**

Attorney Katherine Wolf-Broaddus from Thrun Law will provide information regarding Thrun's board policy service.

**PRESENTATION - Therapy Dog Program Update**

Dr. Slee and Superintendent Hood will provide an update regarding the implementation of the therapy dog program.

**CITIZENS ADDRESS AGENDA AND NON-AGENDA ITEMS**

At this time in the meeting, citizens have an opportunity to address the board regarding items of interest that may or may not be part of the evening's agenda. Citizens are required to limit comments to three minutes, except when this requirement is waived by the board president during the meeting. A designated timekeeper will communicate to the individual who is addressing the board at three minutes. The board highly values public comment and input; however, the board meeting format is designed to facilitate the evening's agenda and, therefore, restricts board members from engaging in conversation with speakers or immediately responding to

questions. Questions and concerns may be addressed by the board later in the agenda and may be assigned for follow-up by the board or superintendent at a later date.

### **SUPERINTENDENT REPORTS/REQUESTS**

- The superintendent will highlight events and issues of interest and take questions from the board.

### **BOARD REPORTS/REQUESTS**

The board will acknowledge receipt of correspondence.

Individual board members may highlight other events and issues of interest and request follow-up on other matters of concern.

### **ACTION ITEMS**

Within Action Items, there is a **Consent Agenda** to expedite the business of the board which groups a number of items together to be dealt with by one action of the board. However, items in the consent agenda may be extracted by individual board member request for further discussion or clarification.

### **CONSENT AGENDA**

*In an effort to expedite the business of the board of education, but in no way meant to diminish the importance of each item, a Consent Agenda has been developed.*

That the board approve items 1 through 3 for immediate implementation and appropriate action.

Item 1: Minutes of the Executive Session Meeting of June 22, 2022; Item 2: Minutes of the Regular Meeting of June 27, 2022; Item 3: Minutes of the Executive Session Meeting of June 27, 2022.

### **OTHER ACTION ITEMS**

- The **Other Action Items** require additional discussion prior to board action.

### **Selection of Date, Time and Place for 2022-2023 Regular Meetings**

The board of education currently meets the second and fourth Monday of the month at 7:00 p.m.

That the board establish the dates of regular meetings of the board of education to generally be the second and fourth Monday of each month, adjusted for Mondays with no school; the time of each meeting to begin at 7:00 p.m., with no new discussion after 10:00 p.m.; and the place of meetings to be the Community Conference Room at Central School; and that the board direct administration to publish the date/time/location of these meetings on the district's web site.

### **Designation of Person Responsible for Posting Meeting Notices**

The board of education annually establishes a regular board meeting schedule for the school year, which is posted on the district's website in July. Notice of each individual regular meeting or any special meeting to be held during the school year is required in accordance with the Open Meetings Act.

That the board designate the superintendent of schools or designee to post all regular or special school board meeting notices for the 2022-2023 school year in accordance with the Open Meetings Act.

### **Selection of Legal Counsel for the 2021-2022 School Year**

Currently, Okemos Public Schools utilizes the services of Thrun Law Firm P.C. The district has found their services to be excellent.

That the board retains Thrun Law Firm, P.C. as legal counsel for the 2022-2023 school year.

### **Selection of Auditor for the 2022-2023 School Year**

Currently, the Okemos Public Schools utilizes the services of Maner Costerisan P.C. The district has found their services to be excellent.

That the board retain Maner Costerisan P.C. as auditor for the 2022-2023 school year.

### **Approval for Depositories for School Funds for the 2022-2023 School Year**

Currently, the district utilizes Michigan School District Liquid Assets Fund Plus, Fifth Third Bank, and PNC Bank. PNC Bank is the primary banking institution used by the district.

That the board designate Michigan School District Liquid Assets Fund Plus, Fifth Third Bank, and PNC Bank as depositories for school funds for the 2022-2023 school year, which includes Accounts Payable, Payroll, Debt Retirement Activity, Food Service, Student/School Activity and Building & Site Sinking Fund.

### **Flexible Furniture Purchases**

The board reviewed information regarding the purchase of flexible furniture at its June 27th meeting.

That the board award the purchase of flexible furniture to be funded by the 2019 Technology, Security, Transportation, Capital Outlay and Facilities Bond, up to \$89,834.76 submitted by Demco for the library media centers.

### **Employment - Certified**

The hiring of all certified employees must be approved by the board of education; employment of support staff shall be in accordance with school district policy.

That the board approve the employment of Bethany Ballard, Phys Ed and Health Teacher at Okemos High School at Step 3, Division II; Ryan Bohlen, Phys Ed Teacher at Hiawatha Elementary at Step 1, Division I; Kelly Chase, Music Teacher at Cornell Elementary at Step 8, Division II; Natalie Crandell, Counselor at CMS at Step 2, Division I; Jessica Nieuwkoop, Choir Director for CMS and OHS at Step 9, Division II; and Mary Stuible, Counselor at CMS at Step 9, Division III of the teacher salary schedule, effective August 18, 2022 in accordance with sections 1230 (2) and 1230 a (2) of the Revised School Code conditioned upon receipt of acceptable criminal history checks and criminal records checks.

### **Employment – High School Principal**

With the resignation of Dan Hyliard, the Okemos High School Principal position will be vacated beginning July 1st. As a result, a formal selection process has led to the recommendations for replacement for this position.

That the board employ Mr. Dan Kemsley as Principal at Okemos High School effective July 18, 2022 through June 30, 2024 (Roll Call Vote).

### **Employment - High School Assistant Principal**

With the resignation of Mrs. Andrea Hallead, the Okemos High School Assistant Principal position was vacated. As a result, a formal selection process has led to the recommendation for replacement for this position.

That the board employ Mr. Joseph Schmidt as Assistant Principal at Okemos High School effective August 1, 2022 through July 30, 2024 at step 1 of the administrative salary schedule. (Roll Call Vote).

### **Superintendent Unused Vacation Day Payout**

The board discussed the possibility of paying out the superintendent's unused vacation days at its June 27th meeting.

That the board authorize the payment of the superintendent's unused vacation days.

### **Preliminary Qualification Application**

Following numerous presentations and discussions concerning the district's facilities, technology, security, transportation and capital outlay needs, the board directed administration on May 23, 2022 to begin the process for approval from the Michigan Department of Treasury to pursue qualified bonds in the amount of \$275 million for erecting, additions and remodeling of school buildings, facility and athletic field, improvements across the district, technology, security, transportation and capital outlay purchases.

That the board waive the reading and adopt the resolution to approve the application of preliminary qualification of bonds for filing with the Michigan Department of Treasury. (Roll Call).

### **Consumers Energy Easement**

The board previously authorized the superintendent to pursue an easement with Consumers Energy as it pertained to a road construction project at the corner of Okemos Rd. and Mt Hope Rd.

That the board Board waive the reading and adopt the resolution to direct the superintendent to authorize the execution of the easements with Consumers Energy for the project at the Mt. Hope & Okemos intersection (Roll Call).

### **2022-2023 Calendar**

The Board has proposed a 2022-2023 calendar that complies with the State Aid Act and Revised School Code and prefers to establish calendar dates based on agreement with the Association. Absent such agreement, however, the Board has the right and obligation to establish components of the calendar, as permitted by the Public Employment Relations Act ("PERA") and the Revised School Code. The Board acknowledges that the calendar remains subject to negotiations.

That the board waive the reading and adopt the resolution to authorize establishment of certain components of the 2022-2023 school calendar (roll Call).

### **DISCUSSION ITEMS**

Discussion items are intended to provide an opportunity for review of material and interaction concerning the individual items. Action is not taken during the board meeting. Discussion items may be acted upon by the Board of Education at a later date. The board president may move a discussion item forward in the meeting agenda to facilitate timely discussion and/or community input on that discussion item.

### **COMMENTS FROM THE PUBLIC**

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At this time in the meeting, citizens have an opportunity to address the board regarding any item(s) of interest. Individual comments at this time will be limited to three minutes but may be extended at the discretion of the board president. A designated timekeeper will communicate to the individual who is addressing the board at three minutes. The board highly values public comment; however,

our meeting format does not allow the board to engage in conversation with speakers. Questions or concerns may be assigned for follow-up by the board or the administration at a later date.

### **OTHER MATTERS**

1. Designate Board Representatives to the following organizations for 2022-2023:
  - o Policy Committee through June, 2023
  - o Ingham School Officers Association
  - o Okemos Education Foundation
2. Superintendent Evaluation Check-in
3. Board Work Session Date RE: Assessment Tool (8/24)

### **ADJOURN**

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# Order Form

Thrun Law Firm’s comprehensive Policy Manual is available for purchase and distribution. Although not required for Policy Manual implementation, the related Administrative Guidelines and Forms are available.

## 2021-2022 School Year Pricing Information

<i>Retainer Clients</i>		<i>Non-Retainer Clients</i>	
Policy Manual	\$7,000	Policy Manual	\$9,500
Administrative Guidelines/Forms	\$4,000	Administrative Guidelines/Forms	\$6,500
Annual Updates (2021-22 SY)	up to \$2,500/ SY	Annual Updates (2021-22 SY)	up to \$4,000/ SY

Prices in future school years are subject to change.

## Annual Updates

Thrun Law Firm will update the Policy Manual, Administrative Guidelines, and Forms annually and on an “as needed” basis. The annual update fee may be less than \$2,500 (for retainer clients) or \$4,000 (for non-retainer clients) if few or no updates are necessary in a given school year. Update fees are subject to automatic annual renewal and are invoiced in May or June for the current school year. Annual updates will cover July 1 to June 30 of each year.

## Implementation

After receiving a completed order form, Thrun Law Firm will provide the named contact person with confirming correspondence and instructions on how to access the Policy Manual, along with an implementation checklist. The district will be billed once the order form has been processed.

## Online Platform

The Policy Manual does not require districts to subscribe to an online platform from any particular vendor. Districts may inquire with their current online platform to determine if the current platform is compatible for posting the Policy Manual. Thrun Law Firm is not endorsing or recommending any particular platform to host board policies.

Districts may inquire with MASB about the BoardBook meeting management product, which offers a new online document system called BoardBook Manuals to host policies on a searchable, web-based platform. Please contact Stacy Washington at [swashington@masb.org](mailto:swashington@masb.org) or 517-327-5936 for additional information about BoardBook Manuals.

Districts may also inquire with eBoardsolutions, which is another company that develops board management software, including online document hosting. The contact person is Charlie Rigby at [crigby@eboardsolutions.com](mailto:crigby@eboardsolutions.com) or (770) 822-3626.

## Policy Implementation Meetings

The Thrun Policy Manual is not ready for immediate adoption by your Board until it is first reviewed and customized by your district. As a part of the policy service fees, Thrun Law Firm will conduct regular policy information meetings via Zoom to review the policies and discuss options identified within the policies. The dates for those meetings are emailed to subscribing districts and published in Thrun Law Firm’s monthly *School Law Notes*.

**Policy Modification**

The policies provided in the Policy Manual have been reviewed and vetted by our attorneys. If your district would like to substantially modify a policy or draft a new policy, we would be happy to assist. Modifications are not included in the Policy Manual purchase price and will be billed at the respective attorney’s hourly rate.

**Payment**

Thrun Law Firm will deliver an invoice upon receipt of this order form and payment is due within 30 days.

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By signing this document, I acknowledge that I am making this purchase on behalf of the District/ISD, which will be invoiced for the products checked below and I will be subject to the attached Thrun Policy Service Terms and Conditions, which are incorporated by reference as if fully set forth herein.

Contact Person:\* \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

District: \_\_\_\_\_

ISD: \_\_\_\_\_

- Policy Manual  Yes  No (Check One)
- Administrative Guidelines/Forms  Yes  No (Check One)
- Annual Updates  Yes  No (Check One)

Signature: \_\_\_\_\_

\*The Contact Person must register an account on the Thrun Law Firm website. If the Contact Person does not have an account, please create an account at <http://www.thrunlaw.com/user/register>. If the Contact Person is already a registered user on the Thrun Law Firm website, he or she does not need to create a new account.

When completed, please return this form to Barb Feldkamp at [bfeldkamp@thrunlaw.com](mailto:bfeldkamp@thrunlaw.com).

## Series 2000: Bylaws

### 2300 Board Member Conduct

#### 2301 Conflict of Interest

Board members take an oath of public office requiring that they faithfully discharge their duties to the best of their abilities. Board members must act in the District's best interests and avoid any actual or perceived conflict of interest in the performance of their public duties. Board members will not misuse their public office to solicit, accept, obtain, or produce a substantial direct or indirect benefit for themselves or a family member.

A. "Family member" as used in this Policy means that term as defined in Revised School Code Section 1203.

B. Statutory Conflict of Interest

1. When a Board member believes or has reason to believe that the Board member has a conflict of interest, as described in Revised School Code Section 1203, as to a contract or other financial transaction that requires Board approval, the Board member will: (a) abstain from voting on the contract or other financial transaction, and (b) disclose the specific conflict of interest. If a majority of Board members are required to abstain from voting under this section, the special quorum and voting rules prescribed in Revised School Code Section 1203 will apply.
2. A Board member is presumed to have a conflict of interest if the Board member or the Board member's family member has a financial interest or a competing financial interest in the contract or other financial transaction or is a District employee.

C. Contracts of Public Servants with Public Entities

1. Affected Contracts Defined

For purposes of this Policy, an affected contract means a contract between the District and any of the following:

- a. a Board member;
- b. any firm, meaning a co-partnership or other unincorporated association, of which a Board member is a partner, member, or employee;
- c. any private corporation in which a Board member is a stockholder owning more than 1% of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange, or of which a Board member is a director, officer, or employee; or
- d. any trust of which a Board member is a beneficiary or trustee.

2. Board members will comply with the disclosure and voting requirements of the Contracts of Public Servants with Public Entities Act for affected contracts.
3. A Board member will not do either of the following concerning an affected contract in which that Board member has a direct or indirect financial interest:
  - a. take any part in the negotiation, renegotiation, amendment, or approval of the affected contract; or
  - b. represent either party in the transaction.
4. Disclosure Requirements

Board members will comply with the following disclosure requirements concerning an affected contract. Disclosures will be recorded in the Board's minutes.

- a. Nominal Benefit or Emergency

If the Board member files a sworn affidavit with the Board attesting that the Board member will directly benefit from the affected contract in an amount less than \$250 and less than 5% of the public cost of the affected contract, or if the affected contract is for emergency repairs or services, the disclosure will be made as follows:

- i. the disclosure may be made less than 7 calendar days before the meeting at which a vote will be taken on the affected contract; and
- ii. the sworn affidavit or grounds to determine the need for an emergency repair or service will be recorded in the Board minutes.

- b. Benefit Equals or Exceeds \$250 But Does Not Exceed \$5,000

If a Board member will directly benefit from the affected contract in an amount equal to or exceeding \$250 (but not more than \$5,000) or equal to or more than 5% of the public cost of the affected contract, and if the affected contract is not for emergency repairs or services, the disclosure will be made in either of the following ways:

- i. at least 7 calendar days before the meeting at which a vote will be taken on the affected contract, the Board member will promptly disclose in writing the financial interest in the affected contract to the President (or other presiding officer), or to the Secretary if the President is the Board member that will directly benefit from the affected contract. The disclosure will be made public in the same manner as a public meeting notice; or
- ii. the Board member will disclose the financial interest at a public meeting of the Board; provided that the vote on the affected contract will be taken

at a subsequent Board meeting held at least 7 calendar days after the meeting at which the disclosure is made.

c. Benefit Exceeds \$5,000

If the amount of the direct benefit to the Board member is more than \$5,000, disclosure must be made at a public meeting of the Board and the vote on the affected contract will be taken at a subsequent public Board meeting held at least 7 calendar days after the meeting at which the disclosure is first made.

5. Abstention Requirements

A Board member must abstain from voting on an affected contract in which the Board member has a financial interest.

D. Incompatible Public Office

A Board member will not hold 2 or more incompatible public offices, as defined by Michigan law.

Legal Authority: Const 1963, art 4, §10; MCL 15.181 et seq., 15.321 et seq.; MCL 380.1203; MCL 388.1769b; OAG, No 4555 (April 12, 1967)

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5200 Student Conduct and Discipline

**5207 *Anti-Bullying Policy*** [Note: Before adopting this Policy, the Board must hold a public hearing about the Policy. The hearing may be part of a regular Board meeting.]

All types of bullying, including cyberbullying, without regard to subject matter or motivating animus, are prohibited.

#### A. Prohibited Conduct

1. Bullying, including cyberbullying, a student at school is prohibited. Bullying is any written, verbal, or physical act, or electronic communication that is intended to or that a reasonable person would know is likely to harm one or more students directly or indirectly by doing any of the following:
  - a. substantially interfering with a student's educational opportunities, benefits, or programs;
  - b. adversely affecting a student's ability to participate in or benefit from the District's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress;
  - c. having an actual and substantial detrimental effect on a student's physical or mental health; or
  - d. causing substantial disruption in, or substantial interference with, the District's orderly operations.
2. Retaliation or false accusations against the target of bullying, anyone reporting bullying, a witness, or another person with reliable information about an act of bullying, are prohibited.

#### B. Reporting an Incident

If a student, staff member, or other person suspects there has been a bullying incident, the person must promptly report the incident to the building principal or designee, or to the Responsible School Official(s), as defined below.

A report may be made in person, by telephone, or in writing (including electronic transmissions). If a bullying incident is reported to a staff member who is not the building principal, designee, or a Responsible School Official, the staff member must promptly report the incident to the building principal, designee, or a Responsible School Official.

To encourage reporting of suspected bullying or related activities, each building principal, after consulting the Responsible School Official(s), will create, publicize,

and implement a system for anonymous reports. The system must emphasize that the District's ability to investigate anonymous reports may be limited.

Complaints that the building principal has bullied a student must be reported to the Superintendent. Complaints that the Superintendent has bullied a student must be reported to the Board President.

#### C. Investigation

All bullying complaints will be promptly investigated. The building principal or designee will conduct the investigation, unless the building principal or Superintendent is the subject of the investigation. If the building principal is the subject of the investigation, the Superintendent or designee will conduct the investigation. If the Superintendent is the subject of the investigation, the Board President will designate a neutral party to conduct the investigation.

A description of each reported incident, along with all investigation materials and conclusions reached, will be documented and retained.

#### D. Notice to Parent/Guardian

If the investigator determines that a bullying incident has occurred, the District will promptly notify the victim's and perpetrator's parent/guardian in writing.

#### E. Annual Reports

At least annually, the building principal or designee, or the Responsible School Official, must report all verified bullying incidents and the resulting consequences, including any disciplinary action or referrals, to the Board.

The District will annually report incidents of bullying to MDE in the form and manner prescribed by MDE.

#### F. Responsible School Official

The [Superintendent] is the "Responsible School Official" for this Policy and is responsible for ensuring that this Policy is properly implemented. This appointment does not reduce or eliminate the duties and responsibilities of the building principal or designee as described in this Policy.

[Note: Because the Superintendent has absolute immunity from tort liability when acting within the scope of his or her authority, we recommend naming the Superintendent as the "Responsible School Official." Boards, however, may select another individual to be the "Responsible School Official."]

#### G. Posting/Publication of Policy

The Superintendent or designee will ensure that this Policy is available on the District's website and incorporated into student handbooks and other relevant school publications.

The Superintendent or designee will submit this Policy to the MDE within 30 days after its adoption.

[Optional: Prevention Task Force. The Responsible School Official may form a bullying prevention task force. The task force will identify, develop, and recommend written materials, training programs, and initiatives to reduce bullying. In its discretion, the task force may involve school staff, students, school clubs or other student groups, administrators, volunteers, parents, law enforcement, community members, and other stakeholders.]

[Optional: Training. The Responsible School Official will provide and require annual training opportunities for District personnel who have significant contact with students on preventing, identifying, responding to, and reporting incidents of bullying.]

[Optional: Educational Programs. The Responsible School Official will periodically arrange or otherwise provide educational programs for students and parents on preventing, identifying, responding to, and reporting incidents of bullying and cyberbullying. The Responsible School Official may arrange for teachers to address these same issues within the classroom curriculum.]

## H. Definitions

1. "At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether it is held on school premises. "At school" also includes any conduct using a telecommunications access device or telecommunications service provider that occurs off school premises if the device or provider is owned by or under the control of the District.
2. "Telecommunications access device" means any of the following:
  - a. any instrument, device, card, plate, code, telephone number, account number, personal identification number, electronic serial number, mobile identification number, counterfeit number, or financial transaction device defined in MCL 750.157m (e.g., an electronic funds transfer card, a credit card, a debit card, a point-of-sale card, or any other instrument or means of access to a credit, deposit, or proprietary account) that alone or with another device can acquire, transmit, intercept, provide, receive, use, or otherwise facilitate the use, acquisition, interception, provision, reception, and transmission of any telecommunications service; or
  - b. any type of instrument, device, machine, equipment, technology, or software that facilitates telecommunications or which is capable of transmitting, acquiring, intercepting, decrypting, or receiving any telephonic, electronic, data, internet access, audio, video, microwave, or radio transmissions, signals, telecommunications, or services, including the receipt, acquisition, interception, transmission, retransmission, or decryption of all telecommunications, transmissions, signals, or services

provided by or through any cable television, fiber optic, telephone, satellite, microwave, data transmission, radio, internet based or wireless distribution network, system, or facility, or any part, accessory, or component, including any computer circuit, security module, smart card, software, computer chip, pager, cellular telephone, personal communications device, transponder, receiver, modem, electronic mechanism or other component, accessory, or part of any other device that is capable of facilitating the interception, transmission, retransmission, decryption, acquisition, or reception of any telecommunications, transmissions, signals, or services.

3. "Telecommunications service provider" means any of the following:
- a. a person or entity providing a telecommunications service, whether directly or indirectly as a reseller, including, but not limited to, a cellular, paging, or other wireless communications company or other person or entity which, for a fee, supplies the facility, cell site, mobile telephone switching office, or other equipment or telecommunications service;
  - b. a person or entity owning or operating any fiber optic, cable television, satellite, internet based, telephone, wireless, microwave, data transmission, or radio distribution system, network, or facility; or
  - c. a person or entity providing any telecommunications service directly or indirectly by or through any distribution systems, networks, or facilities.

Legal authority: MCL 380.1310b; MCL 750.157m, 750.219a

Date adopted:

Date revised:

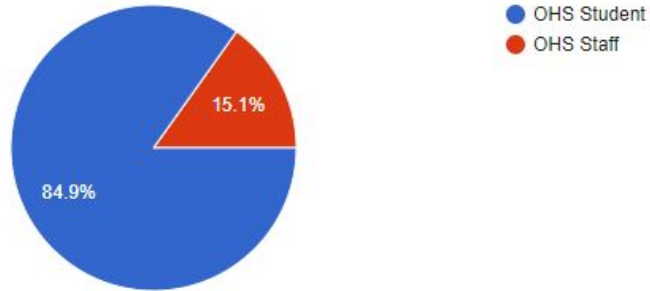
# OPS Woof Pack Facility Dog Program

Update for the Board of Education  
July 11, 2022

# Pilot Program Data

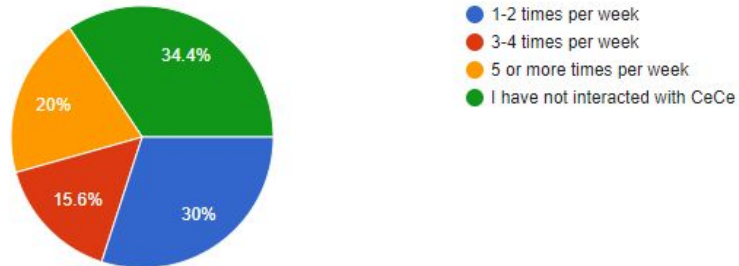
Which best describes you?

390 responses

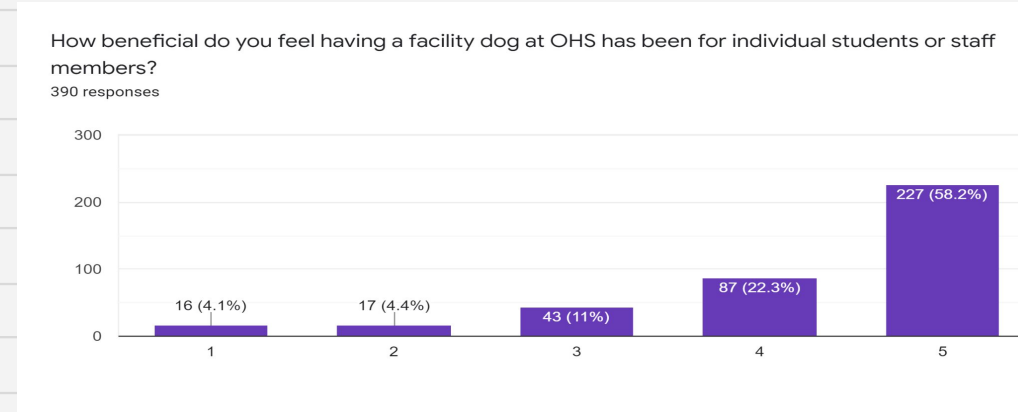
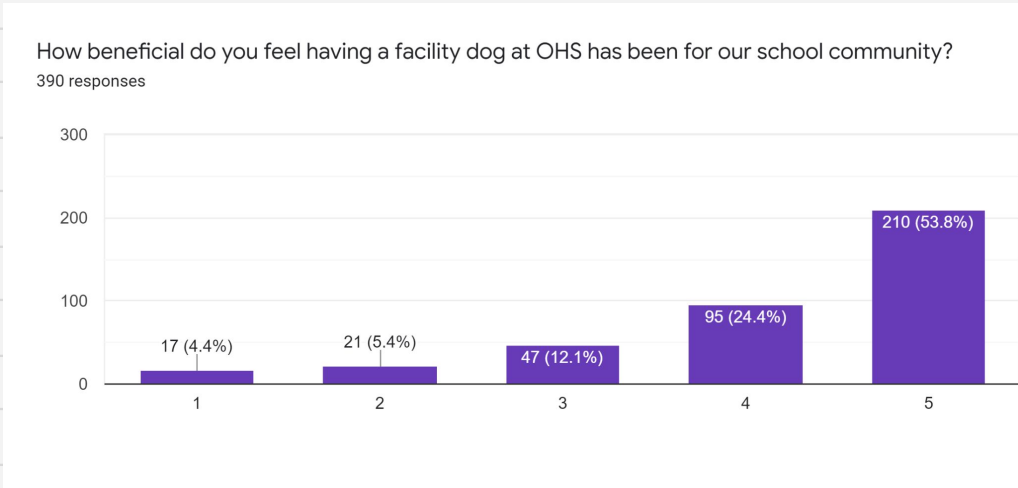


How often do you interact with our facility dog, CeCe?

390 responses



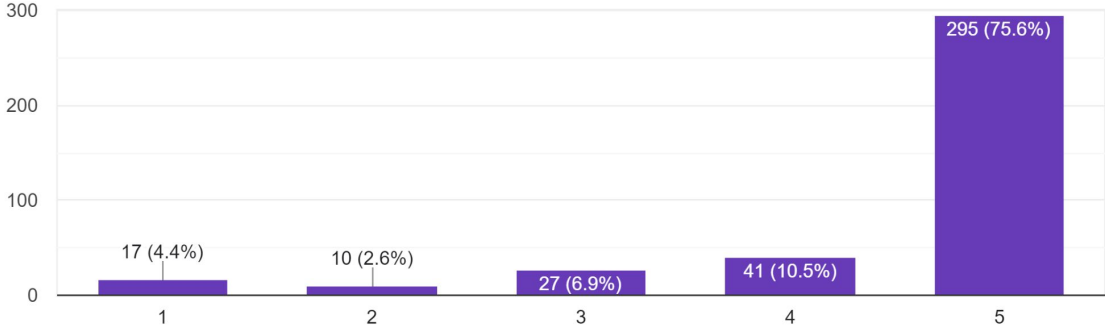
# Pilot Program Data Continued...



# Pilot Program Data Continued...

How likely are you to support additional facility dogs being added to OHS?

390 responses



# Sampling of Survey Comments...

- We love having CeCe around and feel she is a wonderful addition. I would support additional support dogs both in our school and around the district.
- I love dogs. Please get more emotional support doggies 😊
- I've almost never interacted with CeCe, so I think more dogs would definitely be beneficial, however we should be mindful that there are many people allergic to dogs, so if we get another, it should be hypoallergenic.
- Although I have never interacted with CeCe, I see her with other students and it is clearly beneficial for them to be around her.
- All though I don't interact with CeCe too much, she makes me happy when I see her so I would like more dogs around
- What does a facility dog do?
- It's absolutely amazing how CeCe can get students who never interact with anything to interact with her and she helps open that door to help create those relationships.
- I am a senior so I have not really had a chance in interact with CeCe, but I have seen how happy she makes other students. And I believe that all that matters. <3

# Funding Sources

<b>Need</b>	<b>Cost</b>	<b>Funding Source</b>
Dog and Training	\$10,000 per dog	Donations
Food	\$300 per dog	Donated/Donations
Veterinary Care	\$500 per dog	Donated
Flea and Tick Medication	\$330 per dog	Donations
Grooming	\$360 per dog	Donations
Handler Stipend	Negotiations	District
Program Supervisor	<b>Negotiations</b>	District

# Donation Structure

RevTrak Online Donations Established: <https://okemosk12.revtrak.net/hs/hs-facility-dog-program>

<b>Donation Amount</b>	<b>Donor Benefit</b>
\$5,000 or more	Dog naming rights
\$1,000	Logo/donor name on the harness (limit 4 per dog)
\$500	Logo/donor name on dog bed
\$250	Recognition on website/school and district newsletters

\*We believe there are future opportunities for building level Parent Groups/PTOs to fundraise and have students in those buildings name the dogs

# THANK YOU Inaugural Donors....

**Grewal Law- \$10,000**

**Delta Dental- \$10,000**

The support of these generous donors has allowed us to purchase our first two dogs this summer. Puppies are arriving to handlers in late July/early August. Training and puppy visits to schools will begin in the fall.



\*Pictures are of puppies from the litter OPS dogs will come from. These might not be the exact puppies we get, but they could be. 😊

**Okemos Board of Education  
Proposed Regular Meeting Schedule  
For the 2022-2023 School Year**

August 8  
September 12 & 26  
October 10 & 17 *Due to No School October 24th*  
November 14 & 28  
December 12  
January 9 & 23  
February 13 & 27  
March 13 & 20 *Due to Spring Break Starting March 27th*  
April 10 & 24  
May 8 & 22  
June 12 & 26

This proposed calendar serves meeting the second and fourth Monday of the month, adjusted for Mondays with no school and holding one meeting in December due to winter break.

Following board approval, the regular meeting schedule will be posted to the web.

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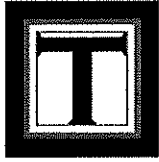
**Ingham ISD “Common Calendar”**

Winter Break: December 19 – January 2      (Students will return to school January 3.)  
Spring Break: March 27 – March 31      (Students will return to school April 3.)

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**Okemos Proposed Calendar**

Winter Break: December 19 – January 2      (Students will return to school January 3.)  
Spring Break: March 24 – March 31      (Students will return to school April 3.)



# THRUN

LAW FIRM, P.C.

U.S. MAIL ADDRESS  
P.O. Box 2575, EAST LANSING, MI 48826-2575  
PHONE: (517) 484-8000 FAX: (517) 484-0001

ALL OTHER SHIPPING  
2900 WEST ROAD, SUITE 400  
EAST LANSING, MI 48823-6386

GORDON W. VANWIJEN, JR.  
MARTHA J. MARCERO  
LISA L. SWEM  
JEFFREY J. SOLES  
ROY H. HENLEY  
MICHAEL D. GRESENS

CHRISTOPHER J. IAMARINO  
RAYMOND M. DAVIS  
MICHELE R. EADDY  
KIRK C. HERALD  
MARGARET M. HACKETT  
MATTHEW F. HISER

ROBERT A. DIETZEL  
KATHERINE WOLF BROADDUS  
DANIEL R. MARTIN  
JENNIFER K. STARLIN  
TIMOTHY T. GARDNER, JR.  
IAN F. KOFFLER

FREDRIC G. HEIDEMANN  
RYAN J. NICHOLSON  
CRISTINA T. PATZELT  
PHILIP G. CLARK  
PIOTR M. MATUSIAK  
JESSICA E. McNAMARA

RYAN J. MURRAY  
ERIN H. WALZ  
MACKENZIE D. FLYNN

January 3, 2022

Dear Client:

While 2021 saw progress toward a return to “normal,” school officials continued to navigate uncharted waters. Schools find themselves at the epicenter of many of our most divisive social issues. We are grateful to our school clients for their dedication, passion, and professionalism in light of 2021’s new challenges. We are honored to provide guidance to help school officials manage those circumstances.

Our attorneys assisted school clients with countless new and unprecedented issues in 2021, including – to name just a few – mask and vaccine mandates, continued remote public meetings, heightened school safety concerns, and a web of federal ESSER funds spending regulations.

Additionally, our retainer clients received more than 35 E-Blasts, had access to 20 client webinars, and continued to receive their monthly edition of *School Law Notes* throughout the year. Those resources included timely and practical legal guidance on how to navigate the ever-changing COVID-19 landscape.

Thrun Law Firm prides itself on providing high-quality, practical, and cost-effective legal services to our school clients. This letter explains in detail the costs and benefits of becoming or continuing as a retainer client. We believe that, more than ever, the services we provided in 2021 highlight the value of that relationship.

We look forward to continuing our attorney-client relationship with you. We appreciate your confidence in us and will strive throughout 2022 to provide your school with legal services.

### **Retainer Fee**

Enclosed is our retainer fee statement in the amount of \$2,500 for the 2022 calendar year. This fee establishes an attorney-client relationship that covers extensive legal resource availability. Thrun Law Firm has 27 attorneys, each of whom focuses on school law and works with public school officials on a daily basis. Our experience in this highly specialized area of law ensures effective and efficient representation for our school clients.

### **Benefits of Retainer Relationship**

- Substantially lower hourly rates than those charged to non-retainer clients.
- No charge for occasional brief telephone calls.
- Access to all of our attorneys across all practice groups.



Retainer Client  
January 3, 2022  
Page 2 of 4

- Reduced pricing for the initial purchase of, and annual updates for, the Thrun Policy Service.
- Access to model language and forms that are generally provided without charge or for a nominal flat fee.
- *School Law Notes*, our monthly retainer client newsletter, which contains timely information about current legal issues affecting school districts, boards of education, and school officials.
- Access to our annual “spring seminars” at no additional charge.
- Periodic, prompt notices (E-Blasts) about important legal developments.
- We also provide additional valuable services at no charge to our retainer clients regarding pertinent legal developments that affect your school district’s day-to-day operations. Recent examples of those services include:
  - reviewing forms, such as the annual Municipal Finance Qualifying Statement, that school districts are required to file with governmental agencies;
  - regularly attending meetings of the State Tenure Commission and the Michigan Employment Relations Commission to monitor developments under the laws administered by those agencies;
  - analyzing State Tenure Commission decisions, special education due process decisions, property transfer decisions, and pupil accounting decisions; and
  - serving as a resource to statewide school management membership organizations on a variety of legal issues.

We take great pride in preparing our E-Blasts and our *School Law Notes* newsletter in an accessible format that emphasizes “plain English,” avoids “legalese,” and provides our clients with practical legal information, including model forms, resolutions and other helpful documents. For example, the newsletter annually includes summer tax and truth-in-taxation resolution forms at no additional cost. Past editions of the *School Law Notes* newsletter (January 2008 to present) are available in a searchable electronic format on our website ([www.thrunlaw.com](http://www.thrunlaw.com)) exclusively for our retainer clients. A useful search tool is provided to permit easy access to topics of interest in our newsletters.



Retainer Client  
January 3, 2022  
Page 3 of 4

**Practice Areas**

In addition to our extensive trial and appellate practice before Michigan and federal courts, as well as various state and federal administrative agencies, Thrun Law Firm offers a broad range of legal services for public school districts, which are described in Attachment A to this letter.

**Fees**

For 2022, fees will be billed for retainer and non-retainer clients at the following hourly rates:<sup>1</sup>

	<u>Shareholder</u>		<u>Senior Associate</u>		<u>Associate</u>
Retainer	\$275	Retainer	\$255	Retainer	\$225
Non-Retainer	\$315	Non-Retainer	\$295	Non-Retainer	\$275

Election issues involving ballot questions and finance issues (i.e., bonds, tax and state aid anticipation notes, installment purchase agreements, and lines of credit) are billed on a flat fee basis. With the exception of an election for a regional enhancement millage,<sup>2</sup> our 2022 school millage/bond election fee is \$1,800 for retainer clients and \$2,200 for non-retainer clients.<sup>3</sup> This fee covers our review of existing millages and potential needs, as well as preparation of the necessary calendar, resolutions, ballot language, and related documents. We retain a copy of the entire proceedings for school district elections. Consequently, if an issue arises about an election, either for a potential borrowing or any court action, we have a complete transcript of the election proceedings on site for use in addressing the matter. We also maintain a database for our use regarding each election client that has important information about millage expiration dates. This information allows our attorneys to provide our clients with the advice they need to help determine when a school district's millage should be renewed by voters.

Our fee for a school bond financing is determined by the nature and amount of the bond issue, while fees for other types of finance issues are determined primarily by the amount of the financing. Our bond counsel fees are all-inclusive - clients are not billed for additional expenses such as in-state travel, telecommunications, copies, shipping, and other related costs. However, fees for architect, construction manager, energy performance, construction contract reviews and related construction or renovation matters are considered separate and are billed at our hourly rate. Board member election questions are also generally billed on an hourly basis.

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<sup>1</sup> Please note, if the retainer fee is not paid by March 31, 2022, billing rates will be adjusted to the non-retainer rates.

<sup>2</sup> Our fee for a regional enhancement millage election is \$1,800 or \$2,200, as applicable, plus an additional \$100 for each constituent school district.

<sup>3</sup> When a bond election passes, the election fee is waived and incorporated into our bond counsel fee that is billed when the related bonds are issued.



Retainer Client  
January 3, 2022  
Page 4 of 4

**Forms**

All governmental units and nonprofit organizations, including public school districts, are required to issue a Form 1099 to each law firm to which any payment for legal services was made during calendar year 2021. Please submit your school district's Form 1099 to us *by January 31, 2022*.

In anticipation of your request for our federal taxpayer identification number, we have enclosed a completed Substitute Form W-9 for your files.

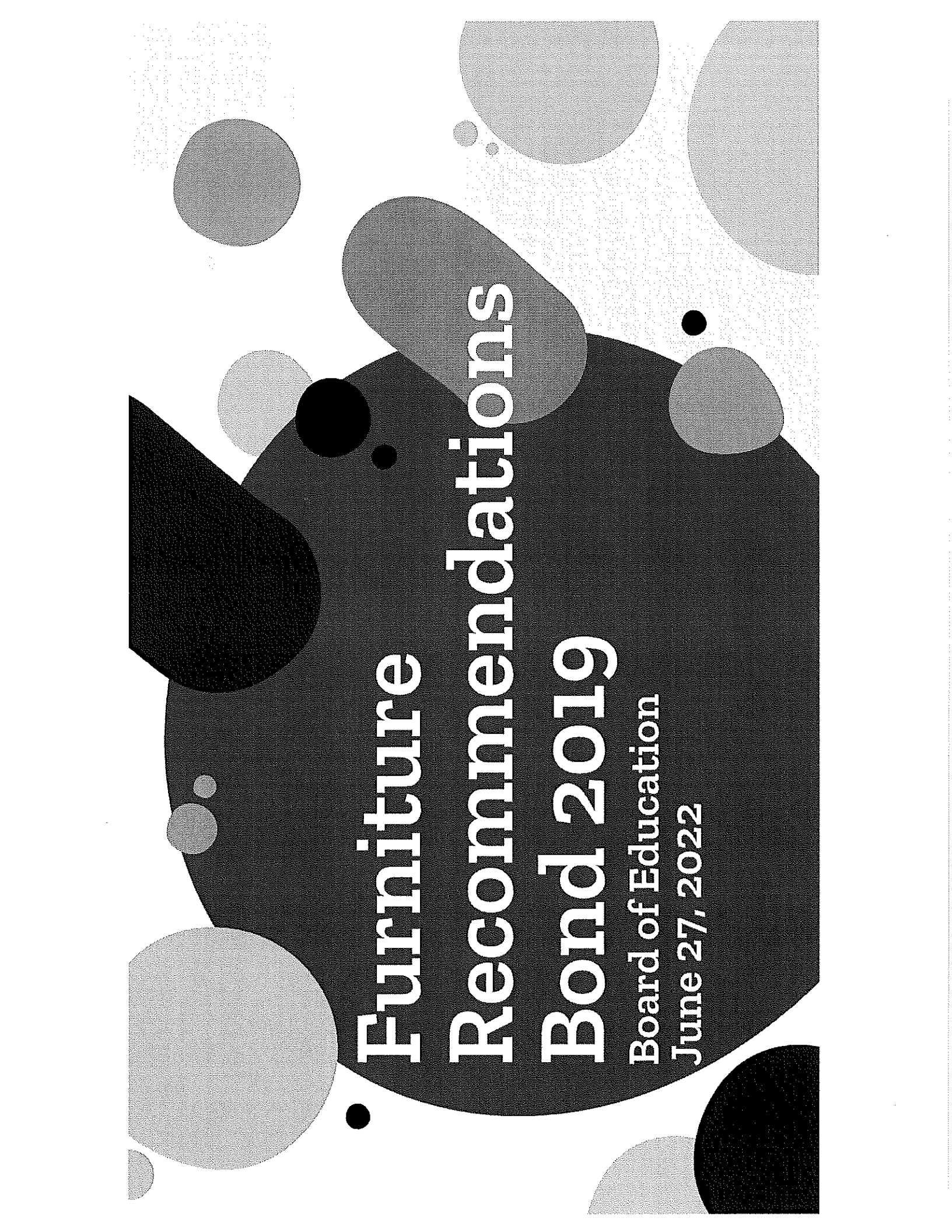
**Conclusion**

We look forward to being of continuing service to your school district in 2022. If you would like additional information regarding our legal services, please do not hesitate to contact us.

Very truly yours,

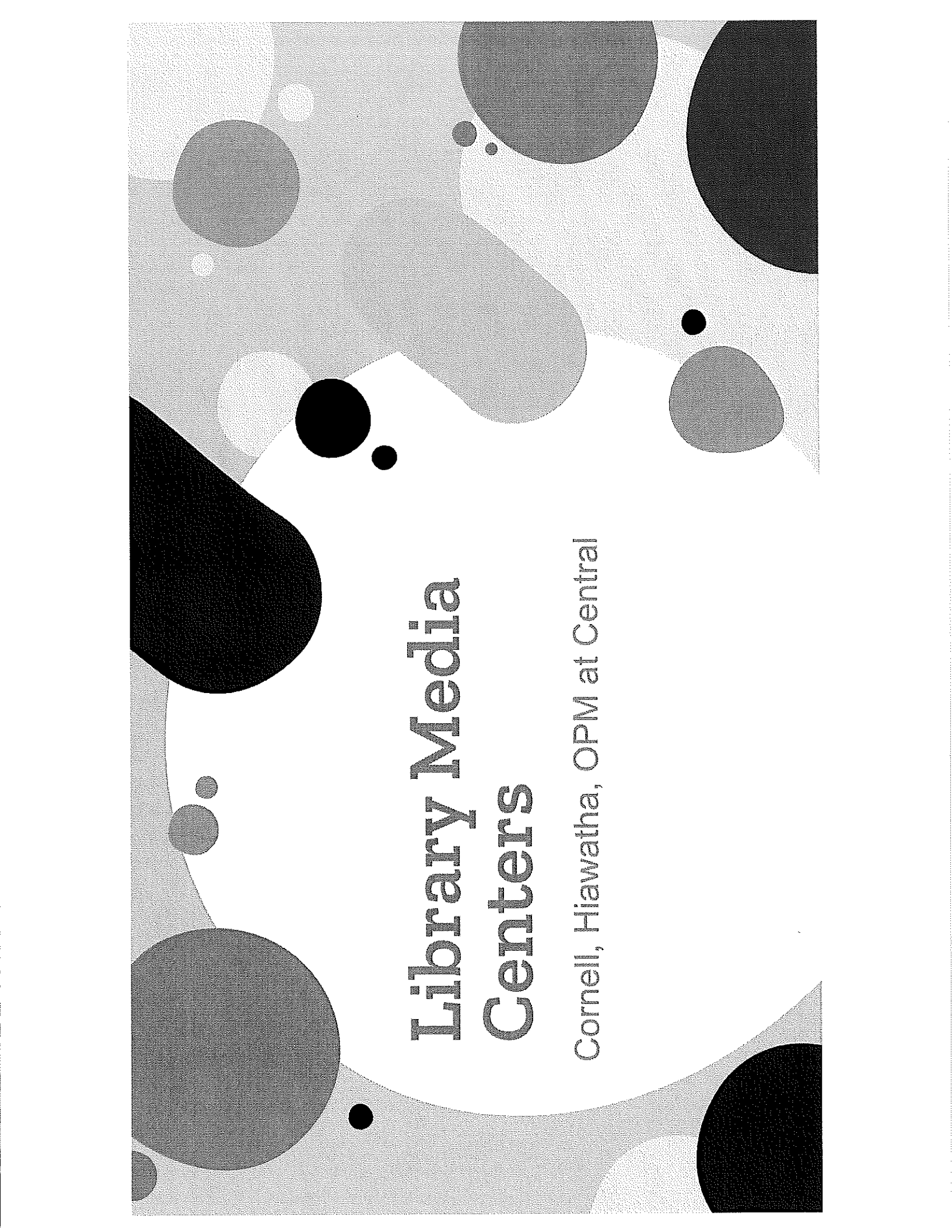
THRUN LAW FIRM, P.C.

Enclosures: Retainer Fee Statement  
Substitute Form W-9



# Furniture Recommendations Bond 2019

Board of Education  
June 27, 2022



# Library Media Centers

Cornell, Hiawatha, OPM at Central

# Budget Summary

	<b>Cost</b>
Cornell Library	\$30,505.11
Hiawatha Library	\$34,679.81
OPM Library	\$24,649.84
<b>Total</b>	<b>\$89,834.76</b>

Okemos Public Schools, Ingham County, Michigan (the “District”).

A regular meeting of the Board of Education (the “Board”) was held at Community Conference Room, within the boundaries of the District, on the 11th day of July, 2022, at \_7\_\_\_\_\_ p.m.

The meeting was called to order by Mary Gebara, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_

**WHEREAS**, the District owns real property located at the intersection of Okemos Road and Mt. Hope Road, more specifically known as 4406 Okemos Road, within the Township of Meridian, Ingham County, Michigan (Tax Parcel No. 33-02-02-28-202-004) (the “District Property”); and

**WHEREAS**, Consumers Energy Company owns real property adjacent to the District Property within the Township of Meridian, Ingham County, Michigan (Tax Parcel No. 33-02-02-21-454-002) (the “Consumers Property”) and operates a substation thereon; and

**WHEREAS**, Consumers Energy is willing to grant the District an easement over the Consumers Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing and removing an access drive in the form attached hereto as Attachment “1”; and

**WHEREAS**, the District is willing to grant Consumers Energy Company an easement over the District Property for shared access to that drive in the form attached hereto as Attachment “2”; and

**WHEREAS**, the District has been working with the Ingham County Road Department on this project, and the Board has determined that it is in the best interests of the District for safety reasons to modify the intersection and enter into the above-described easements; and

**WHEREAS**, the Board desires to authorize and direct John Hood, the Superintendent of Schools, or his designee, to execute the two easements described above to and from Consumers Energy substantially in the form attached hereto as Attachments “1” and “2”, and to make any revisions to the easements not inconsistent with this resolution, all of which shall be subject to review and approval by the District’s legal counsel.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board authorizes and directs John Hood, the Superintendent of Schools, or his designee, to execute the two easements described above to and from Consumers Energy

substantially in the form attached hereto as Attachments “1” and “2”, and to make any revisions to the easements not inconsistent with this resolution, all of which shall be subject to review and approval by the District’s legal counsel.

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

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Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Okemos Public Schools, Ingham County, Michigan, certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on July 11, 2022, the original of which is part of the Board’s minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the “Open Meetings Act” (Act 267, Public Acts of Michigan, 1976, as amended).

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Secretary, Board of Education

PGC/ssw



**Attachment "1"**

See attached Easement for Access Drive (from Consumers Energy to District).

## Attachment "2"

See attached Easement for Access (from District to Consumers Energy).



## EASEMENT FOR ACCESS DRIVE

Consumers Energy Company, a Michigan corporation (formerly Consumers Power Company, a Michigan corporation, successor by merger to Consumers Power Company, a Maine corporation), One Energy Plaza, Jackson, Michigan 49201, (hereinafter "Grantor"), its successors and assigns for \$1.00 and other good and valuable consideration, the receipt whereof Grantor hereby acknowledges, and the faithful performance of the terms and conditions contained herein, does by these presents, release and QUIT-CLAIM to Okemos Public Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1 et seq. (hereinafter "Grantee"), an easement (hereinafter "Easement") for the sole and only purpose of installing, constructing, operating, maintaining, repairing, replacing and removing an access drive as set forth in [described engineered drawings] dated December 15, 2021. (hereinafter "Grantee's Facilities") on, over, and across a portion of Grantor's land in the Township of Meridian, County of Ingham and State of Michigan, more particularly described in the attached Exhibit A (hereinafter "Grantor's Land"), with said portion of Grantor's Land being more particularly described in the attached Exhibit B (hereinafter "Easement Area").

This Easement is made subject to the following terms, conditions, restrictions and reservations (hereinafter "Terms and Conditions"):

1. Non-Exclusive Easement and Grantor's Use: This Easement is non-exclusive. Grantor reserves the right to use and allow others to use the Easement Area in any manner that does not unreasonably interfere with the exercise of the rights granted in this Easement. Grantee, in its use and occupancy of the Easement Area, shall at no time interfere with the operation or maintenance of, or access to, any of Grantor's substation and adjacent electrical facilities (hereinafter "Grantor's Facilities") or in any way affect or interrupt the continuity of service of Grantor as provided by any of Grantor's Facilities.
2. Grantee's Facilities: Grantor shall not be responsible for damage to Grantee's Facilities resulting from Grantee's use of the Easement Area. Grantor shall not be required to incur, without reimbursement from Grantee, any cost or expense relating to Grantee's maintenance, repair, replacement, removal, or use of the Easement Area or Grantee's Facilities (including but not limited to snow removal). Any maintenance (other than in the ordinary course), repair, replacement, or removal of Grantee's Facilities or by Grantee within the Easement Area shall to the greatest extent possible coordinate with Grantor to avoid any impediment to Grantor's access to Grantor's Facilities. In the course of snow removal, Grantee shall not plow, store, or mound snow in such a way as to impede Grantor's access to Grantor's Facilities or damage Grantor's facilities. Grantor shall have no obligation to repair any damage to the Easement Area or any improvements thereon unless said damage is the result of the gross negligence or willful misconduct of Grantor, its agents, employees, representatives, or contractors. Grantee's Facilities shall be designed to accommodate and withstand construction vehicles and heavy equipment operating within or moving across the Easement Area. Grantee hereby accepts full responsibility for any damage to Grantee's Facilities caused by such heavy loads and forever waives and releases Grantor from any claim that Grantee, its agents or assigns may have as a result of such damage. With the exception of Grantee's Facilities approved herein, without prior written agreement from Grantor, Grantee shall not install or construct any appurtenances or structures above ground without the further written consent of Grantor, excepting nonpermanent traffic control devices and other devices required by law.
3. Grantor's Property: Grantee accepts the Easement Area AS-IS/WHERE IS in its present condition. This Easement is granted without any representations or warranties expressed or implied, and Grantee shall be responsible for performing its own due diligence of the Easement Area.

4. Permitting and Compliance: In its use and exercise of the rights granted in this instrument, Grantee shall construct, install, operate, upgrade, repair and maintain Grantee's Facilities in accordance with the National Electric Safety Code and shall comply with all applicable local, state, federal, regulatory, safety, and environmental, laws, ordinances, rules and regulations, and Grantor's requirements provided herein. Grantee is responsible for determining what licenses, permits or other authorizations are at any time required and shall, at Grantee's sole expense, obtain and maintain all such licenses, permits and other authorizations of any kind that may at any time be required. Grantee shall name itself (and in no event Grantor) as the applicant and responsible party for any such licenses, permits or other authorizations. Grantee shall provide to Grantor, copies of all such applications prior to submittal for approval, and copies of all such licenses, permits and other authorizations.

5. Environmental: If use of the Easement Area pursuant to this Easement at any time results in the presence in, on or under Grantor's Land of contaminants, (including but not limited to the groundwater underlying the land), hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee shall, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and 2) all actions that are necessary to restore Grantor's Land to its preexisting condition, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Grantee shall include, but not be limited to: a) the investigation of the environmental condition of Grantor's Land, b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Grantor's Land. Grantee shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required by this paragraph shall require or result in the imposition of any limitation or restriction on the use of Grantor's Land, without Grantor's prior written approval and permission. In addition, Grantee agrees to indemnify, defend and save harmless Grantor from any and all liability arising out of or resulting from: a) the presence on or beneath Grantor's Land, including but not limited to the groundwater underlying the land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of use of Grantor's Land pursuant to this Easement; b) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or c) Grantee's failure to comply with the terms and conditions of this Easement. The provisions of this paragraph shall survive any termination of this Easement.

6. Indemnification: To the maximum extent allowed by law, given its entity status as a Michigan general powers school district whose powers are limited to those expressly conferred by law, Grantee agrees that it will at all times during the exercise of the rights and privileges hereby granted assume all liability for and protect, indemnify and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees and invitees, arising in connection with or as a direct or indirect result of the use and occupancy of the Easement Area or the exercise of the rights and privileges hereby granted. Grantor shall indemnify, defend, and hold Grantee harmless from and against all claims and liabilities for injury to persons or property to the extent caused by Grantor's or Grantor's agents willful misconduct or negligent acts or omissions while this easement is in effect.

7. Existing Encumbrances: This Easement is granted by Grantor subject to any licenses, leases, easements, or other interest in Grantor's Land previously granted by Grantor or its predecessors in title and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title, whether or not of record, including but not limited to the rights and interests granted to Michigan Electric Transmission Company in an Amended and Restated Easement Agreement dated April 25, 2002 and Grantor's Trust Indenture dated as of September 1, 1945, as amended and supplemented, now held by The Bank of New York Mellon, Successor Trustee. Grantee is solely responsible for complying with any applicable requirements, including notice and consent requirements, of such licenses, leases, easements, and other interests.

8. Appurtenant Property: All of the provisions of the Easement are intended to be, and shall be construed as covenants running with the land and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective lessees, transferees, successors and assigns.

16. Signatory: The signatory represents and warrants that he or she has full authority to sign this Easement on behalf of the Grantee and by doing so bind it to all terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OKEMOS PUBLIC SCHOOLS

By: \_\_\_\_\_  
John Hood  
Its: Superintendent

Acknowledgement

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 2022, by John Hood, Superintendent of Okemos Public Schools, a Michigan general powers school district, for the school district.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

Consumers Energy Company, a Michigan Corporation

By: \_\_\_\_\_  
Julie C. Guinn  
Its: Senior Real Estate Analyst

Acknowledgement

Acknowledged before me in Jackson County, Michigan, on \_\_\_\_\_, 2022, by Julie C. Guinn, Senior Real Estate Analyst of Consumers Energy Company, a Michigan corporation, for the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

Prepared by and return recorded instrument to:  
Aisling Warren  
Consumers Energy Company  
1945 W. Parnall Road  
Jackson, MI 49201

EXHIBIT A

Grantor's Land

Land located in the Township of Meridian, County of Ingham and State of Michigan, described as:

A parcel of land in the Southeast fractional 1/4 of Section 21, T4N, R1W, Meridian Township, Ingham County, Michigan. Commencing at the South 1/4 corner of said Section 21; Thence East along the South line of said Section 21 a distance of 342.39 feet to the centerline of North bound Okemos Road and the Point of Beginning; Thence N20°45'40"E along said centerline 35.29 feet; Thence East, parallel with the South section line, 147.31 feet; Thence North, perpendicular to the said South section line, 100.00 feet; Thence East, parallel with the South section line, 100.00 feet; Thence South, perpendicular to the South section line, 133.00 feet to the said South section line; Thence West, along the said South section line, 260.02 feet to the point of beginning. Containing 0.42 acres, more or less.

Parcel#: 33-02-02-21-454-002

DRAFT

EXHIBIT B

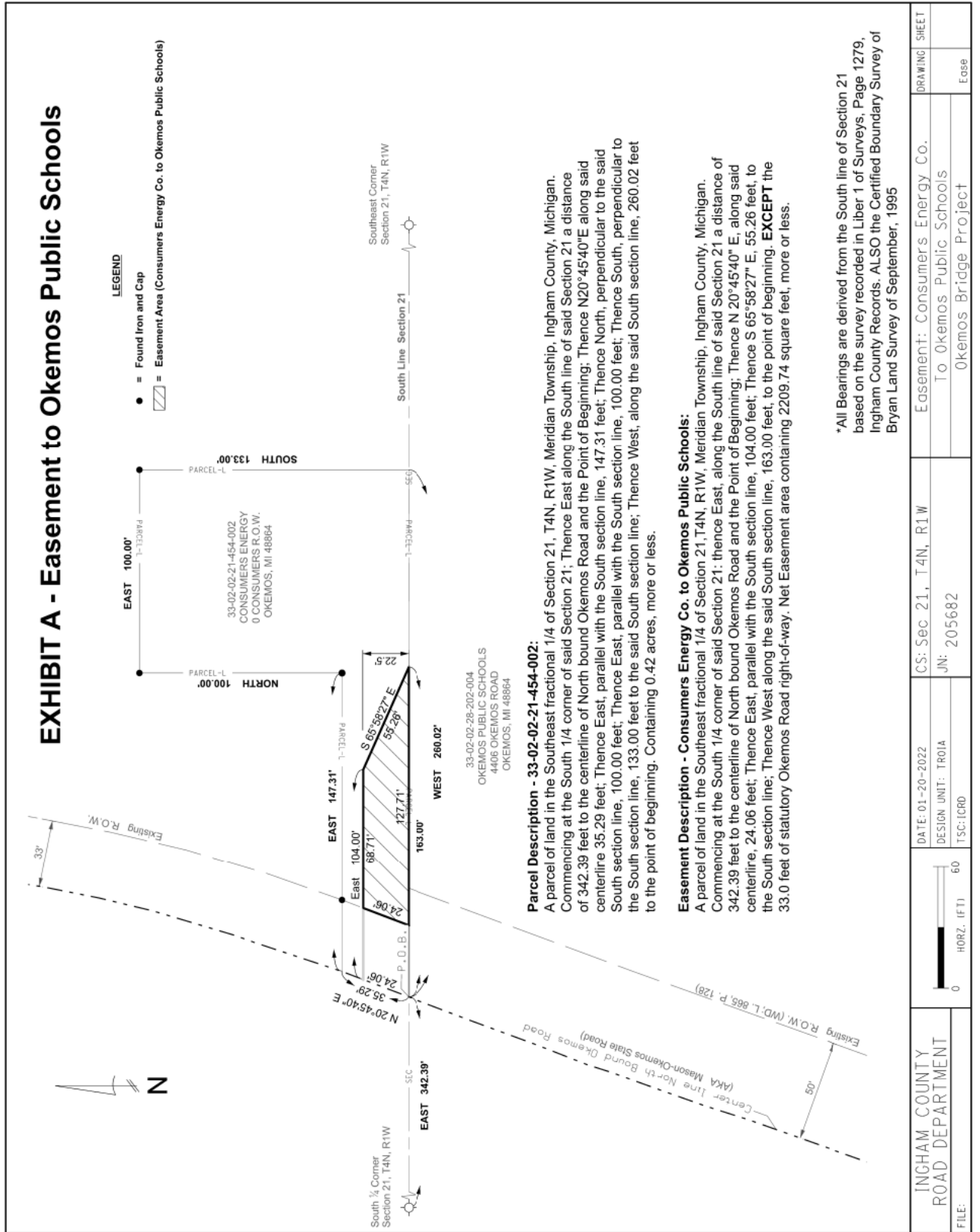
Easement Area

Land located in the Township of Meridian, County of Ingham and State of Michigan, described as:

**Easement Description - Consumers Energy Co. to Okemos Public Schools:**

A parcel of land in the Southeast fractional 1/4 of Section 21, T4N, R1W, Meridian Township, Ingham County, Michigan. Commencing at the South 1/4 corner of said Section 21: thence East, along the South line of said Section 21 a distance of 342.39 feet to the centerline of North bound Okemos Road and the Point of Beginning; Thence N 20°45'40" E, along said centerline, 24.06 feet; Thence East, parallel with the South section line, 104.00 feet; Thence S 65°58'27" E, 55.26 feet, to the South section line; Thence West along the said South section line, 163.00 feet, to the point of beginning. **EXCEPT** the 33.0 feet of statutory Okemos Road right-of-way. Net Easement area containing 2209.74 square feet, more or less.

DRAFT



\*All Bearings are derived from the South line of Section 21 based on the survey recorded in Liber 1 of Surveys, Page 1279, Ingham County Records. ALSO the Certified Boundary Survey of Bryan Land Survey of September, 1995

INGHAM COUNTY ROAD DEPARTMENT	DATE: 01-20-2022	CS: Sec 21, T4N, R1W	Easement: Consumers Energy Co.	DRAWING SHEET
	DESIGN UNIT: TR01A	JN: 205682	To Okemos Public Schools	
FILE:	TSC:ICRD		Okemos Bridge Project	Ease

## EASEMENT FOR ACCESS

Okemos Public Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1 et seq. (hereinafter "Grantor"), its successors and assigns for \$1.00 and other good and valuable consideration, the receipt whereof Grantor hereby acknowledges, and the faithful performance of the terms and conditions contained herein, does by these presents, release and QUIT-CLAIM to Consumers Energy Company, a Michigan corporation (formerly Consumers Power Company, a Michigan corporation, successor by merger to Consumers Power Company, a Maine corporation), One Energy Plaza, Jackson, Michigan 49201, (hereinafter "Grantee"), an easement (hereinafter "Easement") for the purpose of accessing Grantee's real property more particularly described in Exhibit A attached hereto (hereinafter "Grantee's land") on, over, and across a portion of Grantor's land in the Township of Meridian, County of Ingham and State of Michigan, more particularly described in the attached Exhibit B (hereinafter "Grantor's Land"), with said portion of Grantor's Land being more particularly described in the attached Exhibit C (hereinafter "Easement Area").

This Easement is made subject to the following terms, conditions, restrictions and reservations (hereinafter "Terms and Conditions"):

- Non-Exclusive Easement and Grantor's Use: This Easement is non-exclusive. Grantor reserves the right to use and allow others to use the Easement Area in any manner that does not unreasonably interfere with the exercise of the rights granted in this Easement. Grantee, in its use and occupancy of the Easement Area pursuant to this Easement, shall at no time interfere with the operation or maintenance of, or access to, Grantor's Land. Grantor and Grantee acknowledge and agree that the Easement Area will be utilized for a shared access drive for access to Grantor's Land and Grantee's Land. Grantor will be solely responsible for the construction, maintenance, repair, and removal of the access drive as set forth in [described engineered drawings] dated December 15, 2021, in the manner of its sole determination. Any maintenance (other than in the ordinary course), repair, replacement, or removal of access drive shall to the greatest extent possible coordinated with Grantee to avoid any impediment to Grantee's access to Grantee's Land and adjacent electrical facilities. In the course of snow removal, Grantor shall not plow, store, or mound snow in such a way as to impede Grantee's access to Grantee's Land or damage the electrical facilities on Grantee's Land.
- Grantee's Facilities: With the exception of the use approved herein, without prior written agreement from Grantor, Grantee shall not install or construct any appurtenances or structures above ground without the further written consent of Grantor.
- Grantor's Property: Grantee accepts the Easement Area AS-IS/WHERE IS in its present condition. This Easement is granted without any representations or warranties expressed or implied, and Grantee shall be responsible for performing its own due diligence of the Easement Area.
- Permitting and Compliance: In its use and exercise of the rights granted in this instrument, Grantee shall comply with the National Electric Safety Code and all applicable local, state, federal, regulatory, safety, and environmental, laws, ordinances, rules and regulations. Grantee is responsible for determining what licenses, permits or other authorizations are at any time required and shall, at Grantee's sole expense, obtain and maintain all such licenses, permits and other authorizations of any kind that may at any time be required. Grantee shall name itself (and in no event Grantor) as the applicant and responsible party for any such licenses, permits or other authorizations. Grantee shall provide to Grantor, copies of all such applications prior to submittal for approval, and copies of all such licenses, permits and other authorizations.

5. Environmental: If use of the Easement Area pursuant to this Easement at any time results in the presence in, on or under Grantor's Land of contaminants, (including but not limited to the groundwater underlying the land), hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee shall, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and 2) all actions that are necessary to restore Grantor's Land to its preexisting condition, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Grantee shall include, but not be limited to: a) the investigation of the environmental condition of Grantor's Land, b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Grantor's Land. Grantee shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required by this paragraph shall require or result in the imposition of any limitation or restriction on the use of Grantor's Land, without Grantor's prior written approval and permission. In addition, Grantee agrees to indemnify, defend and save harmless Grantor from any and all liability arising out of or resulting from: a) the presence on or beneath Grantor's Land, including but not limited to the groundwater underlying the land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of use of Grantor's Land pursuant to this Easement; b) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or c) Grantee's failure to comply with the terms and conditions of this Easement. The provisions of this paragraph shall survive any termination of this Easement.

6. Indemnification: To the maximum extent allowed by law, Grantee agrees that it will at all times during the exercise of the rights and privileges hereby granted assume all liability for and protect, indemnify and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees and invitees, arising in connection with or as a direct or indirect result of the use and occupancy of the Easement Area or the exercise of the rights and privileges hereby granted. To the extent permitted by law, Grantor shall indemnify, defend, and hold Grantee harmless from and against all claims and liabilities for injury to persons or property to the extent caused by Grantor's or Grantor's agents' willful misconduct or negligent acts or omissions while this easement is in effect.

7. Appurtenant Property: All of the provisions of the Easement are intended to be, and shall be construed as covenants running with the land and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective lessees, transferees, successors and assigns.

8. Signatory: The signatory represents and warrants that he or she has full authority to sign this Easement on behalf of the Grantee and by doing so bind it to all terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE]

OKEMOS PUBLIC SCHOOLS

By: \_\_\_\_\_  
John Hood  
Its: Superintendent

Acknowledgement

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 2022, by John Hood, Superintendent of Okemos Public Schools, a Michigan general powers school district, for the school district.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

Consumers Energy Company, a Michigan Corporation

By: \_\_\_\_\_  
Julie C. Guinn  
Its: Senior Real Estate Analyst

Acknowledgement

Acknowledged before me in Jackson County, Michigan, on \_\_\_\_\_, 2022, by Julie C. Guinn, Senior Real Estate Analyst of Consumers Energy Company, a Michigan corporation, for the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

Prepared by and return recorded instrument to:  
Consumers Energy Company  
Aisling Warren  
1945 W. Parnall Road  
Jackson, MI 49201

EXHIBIT A

Grantee's Land

Land located in the Township of Meridian, County of Ingham and State of Michigan, described as:

Part of the Northwest 1/4 of Section 28, T4N, R1W, Meridian Township, Ingham County, Michigan, described as follows:  
Beginning at the intersection of the North line of Section 28 in said Township with the Mason-Okemos State Road, running Thence East, 400 feet along the North line of said Section 28; Thence South 560 feet, Thence West parallel with the North Section line to the center of Mason-Okemos State Road, Thence northeasterly along the center of the Mason-Okemos State Road to the place of beginning, containing 6.8 acres more or less. **EXCEPT:** The West 50 feet described in Warranty Deed; L. 865, P. 128.

Parcel #: 33-02-02-28-202-004

DRAFT

EXHIBIT B

Easement Area

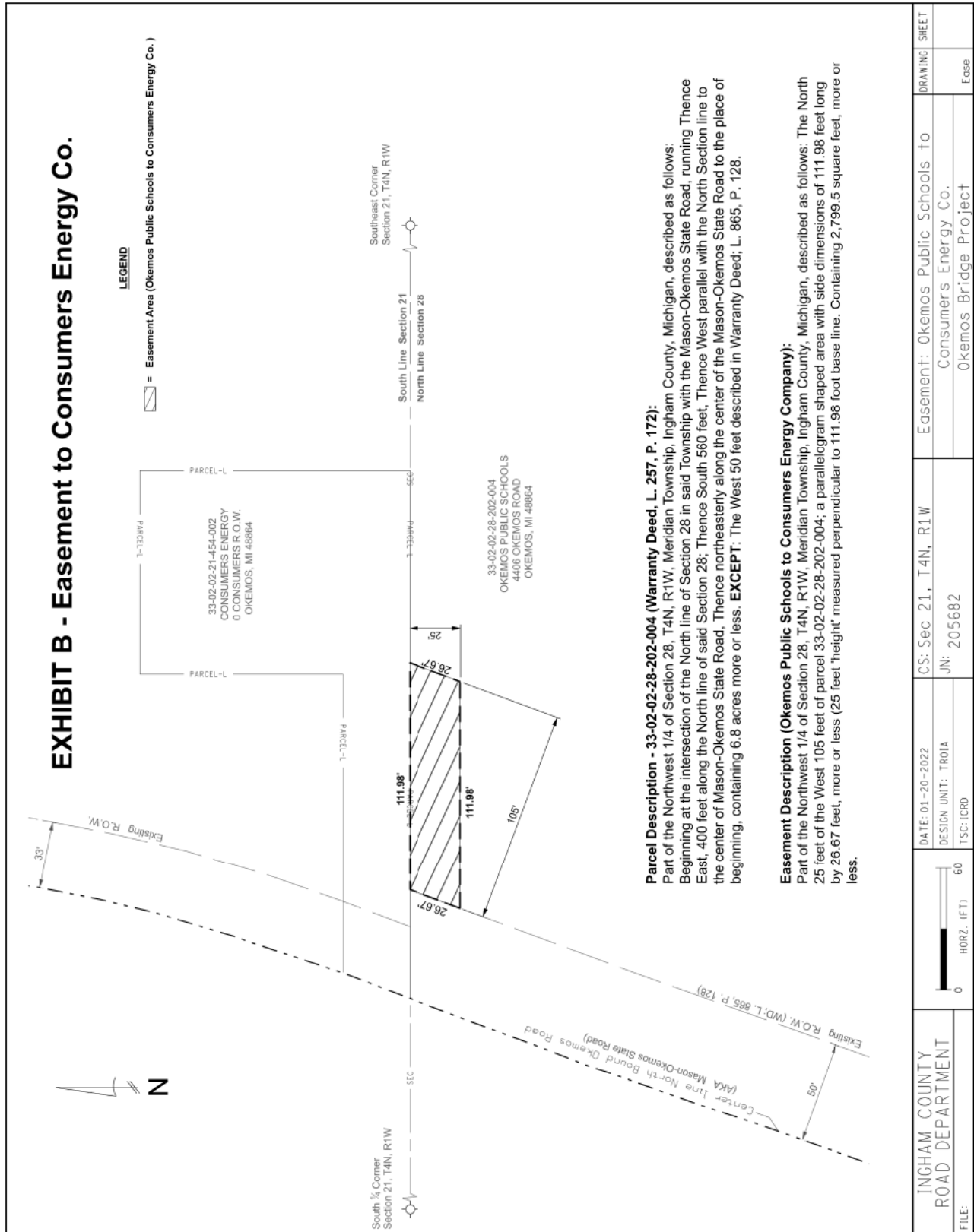
Land located in the Township of Meridian, County of Ingham and State of Michigan, described as:

**Easement Description (Okemos Public Schools to Consumers Energy Company):**

Part of the Northwest 1/4 of Section 28, T4N, R1W, Meridian Township, Ingham County, Michigan, described as follows: The North 25 feet of the West 105 feet of parcel 33-02-02-28-202-004; a parallelogram shaped area with side dimensions of 111.98 feet long by 26.67 feet, more or less (25 feet 'height' measured perpendicular to 111.98 foot base line. Containing 2,799.5 square feet, more or less.

DRAFT

EXHIBIT B  
(continued)



**Parcel Description - 33-02-02-28-202-004 (Warranty Deed, L. 257, P. 172):**  
 Part of the Northwest 1/4 of Section 28, T4N, R1W, Meridian Township, Ingham County, Michigan, described as follows:  
 Beginning at the intersection of the North line of Section 28 in said Township with the Mason-Okemos State Road, running Thence East, 400 feet along the North line of said Section 28; Thence South 560 feet, Thence West parallel with the North Section line to the center of Mason-Okemos State Road, Thence northeasterly along the center of the Mason-Okemos State Road to the place of beginning, containing 6.8 acres more or less. **EXCEPT:** The West 50 feet described in Warranty Deed; L. 865, P. 128.

**Easement Description (Okemos Public Schools to Consumers Energy Company):**  
 Part of the Northwest 1/4 of Section 28, T4N, R1W, Meridian Township, Ingham County, Michigan, described as follows: The North 25 feet of the West 105 feet of parcel 33-02-02-28-202-004; a parallelogram shaped area with side dimensions of 111.98 feet long by 26.67 feet, more or less (25 feet 'height' measured perpendicular to 111.98 foot base line). Containing 2,799.5 square feet, more or less.

INGHAM COUNTY ROAD DEPARTMENT	DATE: 01-20-2022	CS: Sec 21, T4N, R1W	Easement: Okemos Public Schools to	DRAWING SHEET
	DESIGN UNIT: TROIA	JN: 205682	Consumers Energy Co.	
FILE:	TSC: ICRD		Okemos Bridge Project	Ease

**Okemos Public Schools  
Resolution Authorizing the Establishment of  
Certain Components of the 2022-2023 School Calendar**

A regular meeting of the Board of Education of the District (the “Board”) was held in the Community Conference Room in the Administration Center, in the District, on the 11<sup>th</sup> day of July, 2022 at 7:00 o'clock in the evening.

The meeting was called to order by Mary Gebara, President.

Present: Dean Bolton, Katie Cavanaugh, Mary Gebara, Melanie C. Lynn, Vincent Lyon-Callo, Andrew Phelps, Jayme Taylor

Absent:

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**Whereas:**

1. The Okemos Public Schools Board of Education and the Okemos Education Association have been engaged in good faith collective bargaining, which includes negotiating the School Calendar for the 2022-2023 school year.

2. An agreement between the Board and Association as to the 2022-2023 School Calendar has not yet been reached.

3. Pursuant to the Michigan Public Employment Relations Act:

A. Establishment of the starting day for the school year and of the amount of student instruction time required to receive full state school aid under the Revised School Code and the State School Aid Act is a prohibited bargaining subject, MCL 423.215(3)(b);

B. The Board has the right to establish a portion of the School Calendar when it is necessary to do so, even though there is no agreement with the Association.

4. Pursuant to Section 1284b of the Revised School Code, the Board “shall ensure” that its schools “are not in session on the Friday before Labor Day” and that the “school year does not begin before Labor Day” except if the District is operating under an approved Labor Day waiver issued by the Michigan Department of Education. Further, Section 1284b provides that the Board may require professional development for its personnel before Labor Day.

5. Pursuant to Section 1284a of the Revised School Code, the Board “shall ensure” that its school calendar complies with the common school calendar adopted by the Ingham ISD, which has identified December 19, 2022 – January 2, 2023, as Winter Break, and March 27-31, 2023, as Spring Break.

6. The 2022-2023 school year is rapidly approaching and it has now become necessary for the Board to establish certain components of the 2022-2023 School Calendar, absent agreement with the Association.

**Now, Therefore, Be It Resolved:**

1. The following portion of the 2022-2023 School Calendar is established (which, except for date changes, is similar to the 2021-2022 School Calendar):

- August \_\_, 2022: Professional development (no classes for grades K-12)
- August \_\_, 2022: Professional development (no classes for grades K-12)
- August 23, 2022: First day of school for students (a.m. only)
- September 2-5, 2022: No school (Labor Day)

2. Regular school hours for the 2022-2023 school year are as follows:

- K-\_\_: \_\_\_\_\_
- Middle School: \_\_\_\_\_
- High School: \_\_\_\_\_

3. This action is taken due to the current absence of an agreement with the Association on the 2022-2023 calendar.

4. The Board authorizes and directs its administration to announce and publicize the above-adopted calendar dates to the Association, as well as to District parents/guardians, students, and staff.

5. The Board further authorizes and directs its administration to publicly post on the District's website the remaining school calendar dates for 2022-2023 (as last proposed by the District in collective bargaining with the Association), with a clearly-marked notation that those calendar dates are not yet adopted by the Board and are subject to change as the Board has an obligation to negotiate those dates with the Association.

6. The Board directs its administration to continue to engage in good faith collective bargaining with the Association.

7. The Superintendent or designee is authorized to take all such actions as are necessary to implement this resolution of the Board of Education.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

Ayes: Dean Bolton, Katie Cavanaugh, Mary Gebara, Melanie C. Lynn, Vincent Lyon-Callo, Andrew Phelps, Jayme Taylor

Nays:

Resolution declared adopted.

\_\_\_\_\_  
Jayme Taylor, Secretary  
Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of the Okemos Public Schools, Ingham County, Michigan, certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on July 11, 2022, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

\_\_\_\_\_  
Jayme Taylor, Secretary  
Board of Education