

Regular Meeting
Thursday, September 16, 2021 5:30 PM Eastern

KRESA Service Center - Conference Rooms A,
B & C
1819 East Milham Avenue
Portage, Michigan 49002

I. CALL TO ORDER

II. COMMENTS FROM AUDIENCE

III. CONSENT AGENDA

A. Approval of Board of Education Meeting Minutes - August 19, 2021

**Board of Education
August 19, 2021 – 5:30 PM
Conference Room A/B/C
1819 East Milham Avenue
Portage, Michigan 49002
REGULAR MEETING MINUTES**

MEMBERS PRESENT: Mr. Virgil “Skip” Knowles, Mr. David Webster, Dr. Delores Myers, Ms. Lynne Cowart, Mr. Randy Van Antwerp

MEMBERS ABSENT: None

ADMINISTRATION/STAFF: Mr. David Campbell, Ms. Mindy Miller, Mr. Scott Thomas, Mr. Tom Zahrt, Mr. Eric Stewart, Mr. Cameron Buck, Ms. Sarah Mansberger, Ms. Rachel Roberts, Ms. Angela Telfer, Ms. Lisa Jenkins-Meredith, Dr. Diane Owen-Rogers, Mr. Jake Fredericks, Ms. Paige Daniels, and Ms. Jackie Martell

ABSENT:

OTHERS PRESENT:

I. CALL TO ORDER

Mr. Knowles called the meeting to order at 5:30 p.m.

II. COMMENTS FROM AUDIENCE

There were no comments from the audience.

III. CONSENT AGENDA

- A. Approval of Board of Education Meeting Minutes – July 12, 2021
- B. Approval of Board of Education Closed Meeting Minutes – July 12, 2021
- C. Approval of Special Board of Education Meeting Minutes – July 28, 2021
- D. Approval of New Hire
- E. Approval of New Position

Mr. VanAntwerp moved; Ms. Cowart supported to approve the consent agenda.

Motion carried unanimously.

IV. PROGRAM AND/OR CONFERENCE REVIEW

A. Wightman Architectural/Engineering Design Services

- 1. Design Team – Wightman/DLR/MEG
 - a. Wightman – George Kacan / Greg Monberg
 - b. DLR – Matt Brehmer

The team was introduced and gave a presentation of their services to the board.

B. Plante Moran – CRESA Consulting/ Consulting Services

- 1. Introduction of Doug Phillips
Doug Phillips was introduced to the board.

- C. YAA Monitoring Report – Dr. Diane Owen – Rogers
Dr. Diane Owen-Rogers, Program Administrator in Instructional Services and Community Supports, provided the KRESA Board with a summary of the 2020-21 Youth Advancement Academy monitoring report as part of the KRESA charter school oversight process.

V. ADMINISTRATIVE REPORTS

A. Business Services Report - Mr. Scott Thomas

1. Monthly Financial Report

Mr. Thomas presented total payments processed during the month of July 2021.

Mr. Thomas presented the General Fund and Special Ed Fund Statement of Revenue & Expenditures for the period ending 6/30/21.

Mr. Thomas presented total cash and investments on hand as of 7/31/21.

B. Instructional Programs and Services Report - Ms. Mindy Miller, Ms. Rachel Roberts, Ms. Lisa Jenkins-Meredith and Ms. Angela Telfer

1. Preschool Programming Update - Ms. Rachel Roberts

Ms. Roberts provided an update to leadership restructuring in the Head Start program with the new position of Head Start Coordinator. This position is being filled by Kyle Fall who has been with the organization for the past 6 years and has shown great leadership during his time as a HS teacher and Site Supervisor.

Ms. Roberts also provided an update on enrollment for the Great Start Readiness Program (GSRP), Head Start, and impact of recruitment efforts. Countywide, GSRP enrollment is currently at 62% (558 of 898 children) and HS is at 56% (332 out of 596 funded enrollment). Last week began the marketing push with 15s and a 1-minute commercial slots on WWMT. Ms. Roberts reported that an increase of phone calls and applications have been coming in since the tv advertisements began.

2. Instructional Services Update – Ms. Lisa Jenkins-Meredith

Ms. Jenkins-Meredith reported in the KFLEX update that the program has approximately 310 students (KPS & Galeburg-Augusta), partnerships with CTE & MiSTEM on Project-Based learning and Worked Based Learning Electives. She also explained the name change to Instructional Services Community Supports. Ms. Jenkins also informed that there are 2 new culture climate consultants, one focused on ABAR and DEI leadership and the other focused on the implementation of Stryker-Johnson grant.

3. Special Education Update - Ms. Mindy Miller

Ms. Miller presented that we are continuing to plan for circumstances where we need to shift individual classrooms to remote learning plans for a period of time due to quarantines. We hope our layered risk mitigation approach will limit the need to do this.

Ms. Miller shared our New Teacher Academy was launched on August 18. Several administrators were there to support our new professional staff from CTE, Head Start/GSRP, and special education.

4. Continuous Improvement Update – Ms. Mindy Miller

Ms. Miller reported that our administrative team gathered for a retreat on August 17 and the focus of the day was on continuous improvement. We will be reengaging with our continuous improvement accountability process throughout the school year and this retreat helped to lay the groundwork to accomplish that. We have also updated the look of our Strategic Plan and Continuous Improvement Plan documents, so they are more obviously companion documents to one another.

C. Career and Talent Development - Mr. Eric Stewart, Ms. Sarah Mansberger, Mr. Cameron Buck, Mr. Bryan Zocher and Ms. Paige Daniels

1. CTD Update - Mr. Eric Stewart

a. Steering Committee Update

Mr. Stewart shared that Isaac Carter, new Principal for the forthcoming career center has officially joined the team. We are thrilled to have him on board.

Mr. Stewart shared that the Career Champions has launched, providing career development facilitation training to over 40 local educators and community partners.

Ms. Mansberger shared that the CTE Steering committee met again on August 4th. They spent significant time deliberating on recommended course areas. Courses should be recommended to the board in the fall.

2. Discover Update – Ms. Paige Daniels

a. Summer Programming Update

Ms. Daniels shared an update on summer programming:
Elementary students from Kalamazoo, Galesburg, and Parchment participated in “Lemonade Day” where they had the opportunity to plan and implement a lemonade stand learning valuable collaboration, entrepreneurship, financial literacy skills. Bridging Opportunities provided opportunities for career exploration and mentorship to 12 young men in the City of Kalamazoo who are currently on probation. They had the opportunity for experiential learning including culinary arts, concrete slab creation, and mock interviews. The MyCITY Summer Youth Employment Program provided paid career exploration and virtual job shadow opportunities to participants in Albion, Battle Creek, Kalamazoo, and Portage this summer. A participant spotlight video was shared – Saba from Portage Community High School shared that MyCITY provided valuable skills including resume writing, interview preparation and self-advocacy.

3. Ignite Update - Mr. Cameron Buck

a. CTE Data Dashboard

Mr. Buck shared a new data dashboard that was developed in partnership with Brian Schupbach’s team. The data dashboard displays real time enrollment, demographic, and special populations information for CTE, EFA, and EMC students. The Ignite Team will be piloting this dashboard with hopes of potential expansion of similar dashboards for other KRESA departments.

D. Human Resources/Communications/Facilities Report - Mr. Tom Zahrt

1. COVID-19 Response Plan Update

Mr. Zahrt provided an update for masking, contact tracing, and quarantining based on the local Health Department recommendations due to COVID-19. He also reported he is supporting the local districts with their plans and recommendations.

2. Human Resources

Mr. Zahrt reported that Kelly Daniels filled a key position in Human Resources. There are currently 29 open positions throughout KRESA in various programs.

3. Transportation – Bus Drivers

Mr. Zahrt reported that new bus driver training and Continuing Ed training were being completed at a time where room capacity is limited.

E. Technology Report - Mr. Brian Schupbach

1. Computer security improvements

Mr. Schupbach reported to combat increasing cyber threats and malware on KRESA computers, we will be turning on some new computer security features on August 23rd. This is the first of a series of changes that will be implemented this year to ensure KRESA and our partner district data is safe and our systems remain stable

2. Pilot testing a new data dashboard with CTE

Mr. Schupbach reported as part of a larger vision to help make KRESA's data more accessible for analytics and decision making, we are working with Cameron Buck in CTE to create a data dashboard. This dashboard is still in it's early stages of development, but we hope that this will serve as a template and inspiration for other departments.

F. Superintendent Report - Mr. Dave Campbell

1. CTE Update

Mr. Campbell thanked the presenters on the CTE update.

2. Leadership Retreats

Mr. Campbell reported he was very pleased with both the executive leadership and the administrative team retreats.

3. Back to School Virtual Event

Mr. Campbell reminded of the Back to School virtual event on Monday, August 23rd.

4. Launch Michigan

Mr. Campbell will be at the Launch Michigan event next week.

VI. Thrun Law Notes

A. Correspondence/Informational

Informational

VII. ITEMS FOR DISCUSSION AND/OR ACTION

A. Approval of highly effective evaluation and contract extension for Superintendent Dave Campbell until June 30, 2024.

Dr. Myers moved, Mr. Webster supported the highly effective evaluation and contraction extension for Superintendent Dave Campbell until June 30, 2024.

Motion carried unanimously.

B. Recommendation of Plante Moran CRESA consulting services during the design study phase of the Career Center Project – CTE

Mr. VanAntwerp moved, Mr. Webster sported the recommendation of Plante Moran CRESA consulting services during the design study phase of the Career Center Project – CTE.

Motion carried unanimously.

VIII. ADJOURNMENT

The meeting was adjourned at 7:41 pm.

Respectfully submitted,

Lynne Cowart
Board Secretary

Jackie Martell
Recording Secretary

Minutes
Approved on _____

B. Approval of Parent Advisory Committee Minutes - May 6, 2021

**SPECIAL EDUCATION
PARENT ADVISORY COMMITTEE MEETING**

Thursday, May 6, 2021

Virtual meeting began at 12:03 p.m.

Welcome and Introductions

Latrieva welcomed everyone and announced this was the last meeting for the 2020-21 school year. Latrieva also mentioned PAC member Arlen Facey relocated to Florida a few months ago and she wished him the best.

Members in Attendance

Latrieva Boston, Parchment; Kendall Newhouse, Portage; Sarah Baird, Portage; Angie Jonas, Gull Lake

Directors/Program Improvement and Accountability Administrator in Attendance

Angela Telfer, KRESA; Tori Wentela, KRESA; Jeanine Mattson-Gearhart, Southern Service Area; Rikki Saunders, Kalamazoo Public Schools; Janan Zimmerman, Eastern Service Area

Motion was made by Latrieva to approve the January 7, 2021 minutes, seconded by Angie and Kendall.

Presentation – Karen Rangler-Principal Young Adult Program (YAP) and Kathy Hurley-Work Base Learning Supervisor. Karen introduced herself and then spoke on her presenting the Excellence in Special Education Award to two winners in her program and the recognition of other nominees. Very special as this is Teacher Appreciation Week. She commented on the nomination letters and how it brought tears to some eyes and the importance of the award and her appreciation to the parent committee. Karen began the PowerPoint presentation by explaining that any Kalamazoo County student with four years of high school who has not received a diploma and has a need for transition services after high school is eligible to attend. Some students attend for two years, others through age 26. The PowerPoint goes over the three programs: YAP, YAP Community Classroom, and Project Search, and the expectations of the student in each one.

Kathy introduced herself then presented from the PowerPoint on Work Base Learning (WBL). Spoke on how the program is geared to practice skills for work, mock interviews, guest speakers, job shadowing, industry tours, and internships. Students were not able to get out in the community as much this year because of COVID. Next year there is a plan for a County Wide Reality Fair for career exploration. Student will be given a budget then move around to booths to practice skills like buying a home, rent and utilities on their own or with a roommate. WBL is there to build confidence and allow students to see themselves in a work setting, practice skills and learn about themselves.

Questions: Is there data to report on whether students maintain employment after these programs?

Answer: Karen-not at this time but goal is to put a system in place to collect data. Project Search-Yes

Question: Can students come and go from programs?

Answer: Karen-yes, it could work that way. The student would be unenrolled and reenroll when they return.

Director's Reports

Rikki Saunders-KPS

- KPS plans face-to-face learning for the 2021-22 school year with a virtual option through KRESA Virtual Learning. The district currently has learning hubs in three elementary and all middle and high school buildings, for students to help students with internet access, ELA, disabilities, and housing insecurities. All locations have COVID protocols in place. There are weekly activities for virtual students. Last week Pre-K -12 had dance parties, Loy Norrix is planning an outside prom. The district is planning a Summer Readiness Program with 1600 students at four elementary, one middle school, and one high school building to prepare them for face-to-face next year. There is a plan for some fun stuff like field trips.

Janan Zimmerman-ESA

- Focus in two districts this summer is coming together for a program called Activity Academy for all students K-11 four half days a week. The academy will provide life learning experiences. Here are a few activities and participants: field trips and other activities, Growler baseball team, Van Andel, Galesburg-Augusta Fire Department, Nature Center, Sherman Lake and Alligator Sanctuary. Another district is focusing on Remedial Learning for reading, writing, math. Another district is planning a camp activity. Very excited that in a couple weeks vaccines will be available for students. Looking forward to the fall.

Jeanine Mattson-Gearhart

- Very happy to hear the Special Education renewal bond was passed. Would like to honor teachers this week for this year especially. There will be a virtual option next year in one district. Have not heard from Vicksburg or Schoolcraft about a virtual option. Summer program is focus on social emotional, Math, and ELA. Big thing in all districts is Continuous Improvement. Special Education educators are using skills learned in Teacher Leaders sessions they attended in past years and applying in General Education in the middle and high schools.

Angela Telfer (filling in for Mindy Miller's absence)-KRESA

- KRESA programs have remained in-person with protocols in place. WoodsEdge Learning Center did close for one week. Celebrating teachers, paraprofessionals, and other school workers this week. A lot has been learned this year that can be applied moving forward. Important outcome from this year is parents are better connected, and better relationships with school and home. We hope this continues to grow.

Tori Wentela-KRESA

- Recognizing teachers during these extraordinary times. A few weeks ago, held a virtual IEP training and it was a little nerve racking with 60 folks and sometimes dead silence. Not like in-person trainings. Have an idea how teachers feel in the virtual setting. Continue work on Continuous Improvement. Plan to survey parents, students, teachers with a focus on climate and culture.

Upcoming Events

- Integrated Services virtual event, September 23 and 24, 8:00-1:00 with good presentations. This could be free or very low cost.

Meeting Adjourned at 12:52 pm

C. Approval of New Hire

To: Kalamazoo RESA Board of Education and
David Campbell, Superintendent
From: Tom Zahrt, Assistant Superintendent of Human Resources & Operations
Date: September 16, 2021
Re: New Positions

The following new position/s is/are being recommended for Board approval:

Position	Location	Budget Impact
Literacy Consultant	Service Center – Instructional Services	Funding from Early literacy Initiative Grant
Health Resource Advocates (3 positions)	Service Center- Operations	Funded via MDE

Thank you,

Tom Zahrt
Assistant Superintendent, Human Resources & Operations

D. Approval of New Position

To: Kalamazoo RESA Board of Education and
David Campbell, Superintendent
From: Tom Zahrt, Assistant Superintendent of Human Resources & Operations
Date: September 16, 2021
Re: New Positions

The following new position/s is/are being recommended for Board approval:

Position	Location	Budget Impact
Literacy Consultant	Service Center – Instructional Services	Funding from Early literacy Initiative Grant
Health Resource Advocates (3 positions)	Service Center- Operations	Funded via MDE

Thank you,

Tom Zahrt
Assistant Superintendent, Human Resources & Operations

IV. PROGRAM AND/OR CONFERENCE REVIEW

- A. CTE Center Recommended Course List Presentation - Mr. Eric Stewart, Ms. Sarah Mansberger, Mr. Cameron Buck

To: Dave Campbell, Superintendent, and the KRESA Board of Education
From: Eric Stewart, Assistant Superintendent of Career and Talent Development
Date: September 16, 2021

RE: CTE Course List for Board Action

The attached list represents the full slate of initial courses recommended for inclusion in the KRESA Career Center design. We are seeking affirmation of this course list for the purposes of the conceptual design of the Career and Technical Center. This list is based on recommendations from the CTE Steering Committee which is comprised of approximately 50 education, business and community leaders. The recommendations are supported through the four-part labor market analysis completed in partnership with the W.E. Upjohn Institute for Employment Research and the University of Michigan Youth Policy Lab.

With Gratitude,

Eric Stewart
Assistant Superintendent of Career and Talent Development

DRAFT COURSE RECOMMENDATIONS

COURSES AT CAREER CENTER

Agriculture, Food and Natural Resources

- 01.0903 Animal Health and Veterinary Sciences
- 01.0000 Agriculture, Agricultural Operations and Related Sciences

Architecture and Construction Trades

- 46.0000 Construction Trades
- 46.0301 Electrical and Power Transmission Installation
- 46.0503 Plumbing Technology
- 47.0201 Heating, Air Conditioning, Ventilation and Refrigeration

Energy

- 46.0303 Line Worker

Health Science

- 51.0000 Health Sciences/Allied Health/Health Sciences, General
- 51.1000 Clinical/Medical Laboratory Science/Research and Allied Professions
- 51.0707 Health Information/Medical Records Technology/Technician
- 26.0102 Biomedical Sciences, General

Hospitality and Tourism

- 12.0500 Cooking and Related Culinary Arts, General

COURSES AT SATELLITE LOCATIONS

Agriculture, Food and Natural Resources

- 03.0000 Natural Resources and Conservation

Human Services

- 12.0400 Cosmetology

Transportation, Distribution and Logistics

- 49.0101 Aeronautics/Aviation/Aerospace Science and Technology

Information Technology

- 11.0801 Digital/Multimedia and Information Resources Design
- 11.0201 Computer Programming/Programmer
- 11.0901 Computer Systems Networking and Telecommunications

Law, Public Safety and Protective Services

- 43.0100 Public Safety/Protective Services

Manufacturing and STEM

- 48.0501 Machine Tool Technology/Machinist
- 48.0508 Welding, Brazing, and Soldering
- 14.4201 Mechatronics

Transportation, Distribution and Logistics

- 47.0399 Heavy/Industrial Equipment Maintenance Technologies
- 47.0603 Collision Repair Technician (ASE Certified)
- 47.0604 Automobile Technician (ASE Certified)

New

- Supply Chain
- Design

COURSES AT LOCAL SCHOOL DISTRICTS

Business Management and Administration

- 52.0299 Business Administration Management and Operations

Education and Training

- 13.0000 Education General

Finance

- 52.0800 Finance and Financial Management Services

Marketing

- 52.1999 Specialized Merchandising, Sales, and Marketing Operations, Other

V. ADMINISTRATIVE REPORTS

A. Business Services Report - Mr. Scott Thomas

1. Monthly Financial Report

Kalamazoo Regional Educational Service Agency

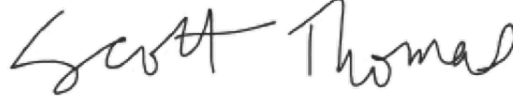
1819 E. Milham Avenue

Portage, MI 49002-3035

During the period of time from August 1, 2021, through August 31, 2021, the following payments have been processed:

	<u>Payments</u>	<u>Investments</u>	<u>Total</u>
*Special Education	\$ 188,939	\$ -	\$ 188,939
*General Education	\$ 2,234,904	\$ -	\$ 2,234,904
*Tech Consortium	\$ 3,083	\$ -	\$ 3,083
*Career and Technical	\$ 15,353	\$ -	\$ 15,353
*Payroll	\$ 4,434,118	\$ -	\$ 4,434,118
General Capital Project	\$ 2,549	\$ -	\$ 2,549
Special Ed Capital Project	\$ 28,491	\$ -	\$ 28,491
Debt	\$ 30	\$ -	\$ 30
	<u>\$ 6,907,466</u>	<u>\$ -</u>	<u>\$ 6,907,466</u>

* I hereby certify that the above claims set forth are lawful against the 2021-2022 budget for the Kalamazoo Regional Educational Service Agency and were incurred for the purpose and in the amounts shown.



Scott Thomas, Assistant Superintendent for Business Services
Kalamazoo Regional Educational
Service Agency

10-Sep-21

**GENERAL FUND
STATEMENT OF REVENUES & EXPENDITURES
FOR THE SECOND MONTH PERIOD ENDING 08/31/2021
UNAUDITED**

<u>Revenues:</u>	<u>Budget</u>	<u>Revenues</u>	<u>Percent Received</u>	<u>Last Year</u>
Property Taxes	1,266,738	98,989	8%	3%
State Aid - SEC 81	1,299,288	-	0%	0%
Other	1,322,617	-	0%	0%
Technology Services	6,950,153	1,789,163	26%	20%
Seeds For Success	819,342	311,342	38%	44%
Great Start Readiness Program	8,259,958	665,825	8%	4%
Print Center	450,000	142,943	32%	20%
Instructional Center & Leadership	3,369,317	2,323,454	69%	35%
Education for Arts (EFA)	1,874,353	1,061,441	57%	13%
Education for Employment (EFE)	2,128,212	440,239	21%	18%
Youth Opportunities Unlimited (YOU)	5,404,311	757,444	14%	12%
Regional Transportation (RTSI)	341,354	15,160	4%	2%
Head Start	7,768,608	-	0%	0%
Enhancement Millage	13,244,001	1,050,546	8%	3%
Total Revenues	54,498,252	8,656,546	16%	10%

<u>Expenditures</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Percent Expended</u>	<u>Last Year</u>
Board of Education	54,925	5,297	10%	18%
Superintendent	395,900	59,198	15%	17%
Public Information	169,654	17,241	10%	11%
Human Resources	338,480	38,944	12%	13%
Business Office	535,682	130,627	24%	11%
Maint. & Operation	1,373,939	95,732	7%	24%
Subtotal Admin & Maintenance	2,868,580	347,039	12%	15%
Technology Services	7,329,538	1,409,395	19%	17%
Seeds For Success	1,023,515	92,178	9%	9%
Great Start Readiness Program	8,259,958	-	0%	0%
Print Center	500,663	55,236	11%	10%
Instructional Center & Leadership	3,789,668	117,129	3%	2%
Education for Arts (EFA)	1,971,697	142,760	7%	4%
Education for Employment (EFE)	2,128,212	122,621	6%	8%
Youth Opportunities Unlimited (YOU)	5,404,311	617,648	11%	12%
Regional Transportation (RTSI)	399,377	34,296	9%	8%
Head Start	7,768,608	262,800	3%	3%
Enhancement Millage	13,244,001	5,302	0%	2%
Total Expenditures	54,688,128	3,206,405	6%	6%

Revenue over Expenditures	(189,876)	5,450,141
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SPECIAL EDUCATION
STATEMENT OF REVENUES & EXPENDITURES
FOR THE SECOND MONTH PERIOD ENDING 08/31/2021
UNAUDITED

REVENUES:	<u>Budget</u>	<u>Revenues</u>	<u>Percent Received</u>	<u>Last Year</u>
Property Taxes	38,661,723	3,002,276	8%	3%
Section 51a & 51a3 SE Funding	2,636,709	-	0%	0%
Sec 51a(2) & 54 Foundations	4,074,361	-	0%	0%
Section 24	650,000	-	0%	0%
IDEA	9,199,726	-	0%	0%
Other	428,218	739	0%	1%
County Juvenile Home	230,000	-	0%	0%
MPSERS UAAL Offset	-	-	0%	0%
Early On Grant	563,851	-	0%	6%
School Based Health Services	1,679,864	336,126	20%	8%
Other Grants	393,412	392,129	100%	3%
TOTAL REVENUE	<u>58,517,864</u>	<u>3,731,270</u>	6%	2%

EXPENDITURES	<u>Budget</u>	<u>Expenditures</u>	<u>Percent Expended</u>	<u>Last Year</u>
Young Adult Program (YAP)	3,978,832	176,504	4%	4%
WoodsEdge Learning Center (WELC)	10,506,135	871,532	8%	8%
Preprimary Evaluation Team (PET)	1,464,902	170,820	12%	12%
MPSERS UAAL	-	-	0%	0%
Central Services	5,533,300	344,193	6%	7%
Juvenile Home Schools	2,350,476	-	0%	0%
Valley Center School	1,623,313	-	0%	0%
Deaf/Hard of Hearing Program (DHH)	1,400,101	-	0%	0%
Early On	3,863,682	378,744	10%	9%
Operations/Maintenance	4,190,309	361,439	9%	10%
Subtotal KRESA Programs	<u>34,911,050</u>	<u>2,303,232</u>	7%	6%
Payout for Local Programs	25,306,182	-	0%	0%
Prior Year Local Payout Adjustment	-	-	0%	0%
Other	184,344	54,165	29%	23%
Other Grants	393,412	48,778	12%	1%
TOTAL EXPENDITURES	<u>60,794,988</u>	<u>2,406,176</u>	4%	4%

EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	(2,277,124)	1,325,095
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**CAREER AND TECHNICAL EDUCATION FUND
STATEMENT OF REVENUES & EXPENDITURES
FOR THE SECOND MONTH PERIOD ENDING 08/31/2021
UNAUDITED**

<u>REVENUES:</u>	<u>Budget</u>	<u>Revenues</u>	<u>Percent Received</u>	<u>Last Year</u>
Property Taxes	8,508,335	689,216	8%	0%
Other	1,000	9,333	933%	0%
State Vocational Education Revenue	-	-	0%	0%
Federal Perkins Grant Revenue	-	-	0%	0%
Other Grants	-	-	0%	0%
TOTAL REVENUE	<u><u>8,509,335</u></u>	<u><u>698,549</u></u>	8%	0%
<u>EXPENDITURES</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Percent Expended</u>	<u>Last Year</u>
Career and Talent Development (CTD)	2,542,272	240,947	9%	0%
Operations/Maintenance	504,830	49,938	10%	0%
Other	-	-	0%	0%
Other Grants	-	-	0%	0%
			0%	0%
			0%	0%
			0%	0%
TOTAL EXPENDITURES	<u><u>3,047,102</u></u>	<u><u>290,885</u></u>	10%	0%
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	5,462,233	407,664		

**Kalamazoo Regional Educational Service Agency
Investment Rate/Cash Data
As of 8/31/2021**

<u>Special Education</u>	<u>Type</u>	<u>Amount</u>	<u>Rate (%)</u>	<u>Maturity Date</u>
Fifth-Third	Op	2,605,307		
Milaf	M	<u>4,191,757</u>	0.03	OPEN
<i>Special Education Total</i>		<u>6,797,063</u>		
<u>General Education</u>	<u>Type</u>	<u>Amount</u>	<u>Rate (%)</u>	<u>Maturity Date</u>
Fifth-Third	Op	12,575,810		
Milaf	M	<u>5,348,469</u>	0.03	OPEN
<i>General Education Total</i>		<u>17,924,279</u>		
TOTAL		<u>24,721,342</u>		

M = MAX-MILAF
 Op = Operating Account
 CP = Commercial Paper
 CD = Cert. of Deposit
 + = Plus Savers Acct
 MM = Money Market
 F = Fixed Investments

- B. Instructional Programs and Services Report - Ms. Mindy Miller, Ms. Rachel Roberts, Ms. Lisa Jenkins-Meredith, and Ms. Angela Telfer**
 - 1. Preschool Programming Update - Ms. Rachel Roberts

Budget Summary (With Prior Report (by Fiscal Year (2020-2021) and Date Range 7/1/2020 to 6/30/2021)

ASN	Description	Full Account	Budget (Beginning)	Encumbrance (to date)	Prior Month Activity* (7/1/2020 to 5/31/2021)	Current Month Activity** (6/1/2021 to 6/30/2021)	Date Range Activity*** (7/1/2020 to 6/30/2021)	Balance (Bud - YTD - Enc)
64340	SALARY - TEACHERS "ODD"	11-1-118-1240-102-7231-02226-0000	\$785,571.00	\$0.00	\$496,078.76	\$261,272.80	\$757,351.56	\$28,219.44
64341	SALARY - ASSOC TEACHER "ODD"	11-1-118-1630-102-7231-02226-0000	\$397,233.00	\$0.00	\$261,113.60	\$123,491.11	\$384,604.71	\$12,628.29
64342	SALARY - PARAPROS "ODD"	11-1-118-1630-102-7231-02226-0001	\$47,989.00	\$0.00	\$16,533.38	\$3,237.55	\$19,770.93	\$28,218.07
64350	GRP INS - TEACHERS "ODD"	11-1-118-2130-104-7231-02226-0000	\$488,211.00	\$0.00	\$288,843.95	\$111,680.08	\$400,524.03	\$87,686.97
64351	RET INC - TEACHERS "ODD"	11-1-118-2210-104-7231-02226-0000	\$17,799.00	\$0.00	\$0.00	\$17,129.34	\$17,129.34	\$669.66
64356	TUITION REIMB - TEACHERS ODD	11-1-118-2310-106-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64353	RETIRE - TEACHERS "ODD"	11-1-118-2820-104-7231-02226-0000	\$348,636.00	\$0.00	\$215,839.78	\$103,708.78	\$319,548.56	\$29,087.44
64355	FICA - TEACHERS "ODD"	11-1-118-2830-104-7231-02226-0000	\$94,152.00	\$0.00	\$54,477.23	\$27,841.73	\$82,318.96	\$11,833.04
64354	W/C - TEACHERS "ODD"	11-1-118-2840-104-7231-02226-0000	\$9,403.00	\$0.00	\$6,343.77	\$2,786.08	\$9,129.85	\$273.15
64357	UNEMPL - TEACHERS "ODD"	11-1-118-2850-104-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$5,406.39	\$5,406.39	(\$5,406.39)
64344	PESG - SUBS "ODD"	11-1-118-3110-102-7231-02226-0000	\$16,737.00	\$0.00	\$3,683.56	(\$51.05)	\$3,632.51	\$13,104.49
64380	PURCH SERV - TEACHERS "ODD"	11-1-118-3190-106-7231-02226-0000	\$28,072.00	\$0.00	\$15,956.14	(\$300.00)	\$15,656.14	\$12,415.86
64370	TRAVEL - TEACHERS "ODD"	11-1-118-3210-106-7231-02226-0000	\$400.00	\$0.00	\$96.29	\$27.19	\$123.48	\$276.52
64371	CONFERENCES - TEACHERS "ODD"	11-1-118-3220-106-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64360	SUPPLIES - TEACHERS "ODD"	11-1-118-5110-106-7231-02226-0000	\$9,763.00	\$0.00	\$5,150.13	\$1,162.14	\$6,312.27	\$3,450.73
64331	EQUIP(NONDEPR) - TEACH "ODD"	11-1-118-6420-106-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64940	SALARY - FAM ADVOCATES "ODD"	11-1-212-1220-121-7231-02226-0000	\$315,302.00	\$0.00	\$225,189.73	\$97,349.99	\$322,539.72	(\$7,237.72)
64950	GRP INS - FAMILY ADV. "ODD"	11-1-212-2130-122-7231-02226-0000	\$100,225.00	\$0.00	\$59,850.24	\$19,117.78	\$78,968.02	\$21,256.98
64951	RET INC - FAMILY ADV. "ODD"	11-1-212-2210-122-7231-02226-0000	\$4,729.00	\$0.00	\$0.00	\$4,838.10	\$4,838.10	(\$109.10)
64953	RETIRE - FAMILY ADV. "ODD"	11-1-212-2820-122-7231-02226-0000	\$89,784.00	\$0.00	\$63,461.28	\$26,249.19	\$89,710.47	\$73.53
64955	FICA - FAMILY ADV. "ODD"	11-1-212-2830-122-7231-02226-0000	\$24,119.00	\$0.00	\$16,574.50	\$7,261.21	\$23,835.71	\$283.29
64954	W/C - FAMILY ADVOCATES "ODD"	11-1-212-2840-122-7231-02226-0000	\$1,117.00	\$0.00	\$744.53	\$307.62	\$1,052.15	\$64.85
64980	PURCH SERV - FAM ADV. "ODD"	11-1-212-3190-123-7231-02226-0000	\$800.00	\$0.00	\$674.75	\$209.25	\$884.00	(\$84.00)
64970	TRAVEL - FAMILY ADV. "ODD"	11-1-212-3210-123-7231-02226-0000	\$4,000.00	\$0.00	\$188.91	\$95.86	\$284.77	\$3,715.23
64960	SUPPLIES - FAMILY ADV. "ODD"	11-1-212-5910-123-7231-02226-0000	\$1,533.00	\$0.00	\$1,679.80	\$148.30	\$1,828.10	(\$295.10)
64931	EQUIP(NONDEP)-FAM ADV. "ODD"	11-1-212-6420-123-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64640	SALARY-HEALTH/DIS COORD "ODD"	11-1-213-1450-111-7231-02226-0000	\$43,014.00	\$0.00	\$34,254.72	\$6,576.53	\$40,831.25	\$2,182.75
64641	SALARY - HEALTH SECR. "ODD"	11-1-213-1620-111-7231-02226-0000	\$22,934.00	\$0.00	\$13,765.25	\$4,952.65	\$18,717.90	\$4,216.10

64650	GRP INS - HEALTH/DIS "ODD"	11-1-213-2130-112-7231-02226-0000	\$14,350.00	\$0.00	\$11,098.27	\$2,344.96	\$13,443.23	\$906.77
64651	RET INC - HEALTH/DIS "ODD"	11-1-213-2210-112-7231-02226-0000	\$989.00	\$0.00	\$0.00	\$893.24	\$893.24	\$95.76
64653	RETIRE - HEALTH/DIS "ODD"	11-1-213-2820-112-7231-02226-0000	\$19,325.00	\$0.00	\$13,663.27	\$2,922.44	\$16,585.71	\$2,739.29
64655	FICA - HEALTH/DIS "ODD"	11-1-213-2830-112-7231-02226-0000	\$5,045.00	\$0.00	\$3,273.00	\$831.14	\$4,104.14	\$940.86
64654	W/C - HEALTH/DIS "ODD"	11-1-213-2840-112-7231-02226-0000	\$144.00	\$0.00	\$83.65	\$104.27	\$187.92	(\$43.92)
64680	PURCH SERV - HEALTH/DIS "ODD"	11-1-213-3130-113-7231-02226-0000	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00
64670	TRAVEL - HEALTH/DIS "ODD"	11-1-213-3210-113-7231-02226-0000	\$400.00	\$0.00	\$45.47	\$30.52	\$75.99	\$324.01
64660	SUPPLIES - HEALTH/DIS "ODD"	11-1-213-5910-113-7231-02226-0000	\$10,000.00	\$0.00	\$2,675.11	\$73.67	\$2,748.78	\$7,251.22
64630	EQUIP (DEPR)-HEALTH/DIS "ODD"	11-1-213-6410-113-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64631	EQUIP(NONDE)-HEALTH/DIS ODD	11-1-213-6420-113-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64740	SALARY-MENTAL/BEHAV HEA "ODD"	11-1-214-1430-112-7231-02226-0000	\$53,723.00	\$0.00	\$35,415.00	\$21,505.06	\$56,920.06	(\$3,197.06)
64741	SALARY - P/T MENT HLTH "ODD"	11-1-214-1850-112-7231-02226-0000	\$32,002.00	\$0.00	\$31,775.44	\$1,394.38	\$33,169.82	(\$1,167.82)
64750	GRP INS - MENTAL/BEHAV "ODD"	11-1-214-2130-113-7231-02226-0000	\$4,846.00	\$0.00	\$869.54	\$373.02	\$1,242.56	\$3,603.44
64751	RET INC - MENTAL/BEHAV "ODD"	11-1-214-2210-113-7231-02226-0000	\$806.00	\$0.00	\$0.00	\$853.80	\$853.80	(\$47.80)
64753	RETIRE - MENTAL/BEHAV "ODD"	11-1-214-2820-113-7231-02226-0000	\$15,141.00	\$0.00	\$10,000.36	\$5,488.28	\$15,488.64	(\$347.64)
64755	FICA - MENTAL/BEHAVIOR "ODD"	11-1-214-2830-113-7231-02226-0000	\$6,328.00	\$0.00	\$5,040.88	\$1,705.30	\$6,746.18	(\$418.18)
64754	W/C - MENTAL/BEHAVIOR "ODD"	11-1-214-2840-113-7231-02226-0000	\$181.00	\$0.00	\$146.72	\$37.24	\$183.96	(\$2.96)
64780	PURCH SERV - MENTAL/BEH "ODD"	11-1-214-3130-114-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64770	TRAVEL - MENTAL/BEHAV "ODD"	11-1-214-3210-114-7231-02226-0000	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00
64760	SUPPLIES - MENTAL/BEHAV "ODD"	11-1-214-5910-114-7231-02226-0000	\$667.00	\$0.00	\$270.00	\$0.00	\$270.00	\$397.00
64731	EQUIP(NOND) -MENTAL/BEH "ODD"	11-1-214-6420-114-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64440	SALARY-CURRICULUM COORD "ODD"	11-1-221-1210-107-7231-02226-0000	\$75,005.00	\$0.00	\$54,970.67	\$23,826.07	\$78,796.74	(\$3,791.74)
64450	GRP INS-CURRICULUM COOR "ODD"	11-1-221-2130-107-7231-02226-0000	\$20,637.00	\$0.00	\$14,370.44	\$4,961.28	\$19,331.72	\$1,305.28
64451	RET INC-CURRICULUM COORD ODD	11-1-221-2210-107-7231-02226-0000	\$1,125.00	\$0.00	\$0.00	\$1,181.95	\$1,181.95	(\$56.95)
64453	RETIRE-CURRICULUM COORD "ODD"	11-1-221-2820-107-7231-02226-0000	\$21,114.00	\$0.00	\$15,517.77	\$6,629.94	\$22,147.71	(\$1,033.71)
64455	FICA -CURRICULUM COORD "ODD"	11-1-221-2830-107-7231-02226-0000	\$5,738.00	\$0.00	\$3,823.92	\$1,657.92	\$5,481.84	\$256.16
64454	W/C -CURRICULUM COORD "ODD"	11-1-221-2840-107-7231-02226-0000	\$164.00	\$0.00	\$119.93	\$38.45	\$158.38	\$5.62
64480	PURCH SERV - CUR. CORD "ODD"	11-1-221-3190-108-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64470	TRAVEL - CURR. COORD "ODD"	11-1-221-3210-108-7231-02226-0000	\$800.00	\$0.00	\$13.68	\$5.29	\$18.97	\$781.03
64471	CONF. - CURR. COORD "ODD"	11-1-221-3220-108-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

64460	SUPPLIES - CURR COORD "ODD"	11-1-221-5910-108-7231-02226-0000	\$667.00	\$0.00	\$111.53	\$0.00	\$111.53	\$555.47
64431	EQUIP(NONDEP)-CURR CORD "ODD"	11-1-221-6420-108-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64041	SALARY - PROGRAM SEC. "ODD"	11-1-226-1130-099-7231-02226-0000	\$61,436.00	\$0.00	\$52,383.01	\$11,864.90	\$64,247.91	(\$2,811.91)
64040	SALARY - PROGRAM ADMIN "ODD"	11-1-226-1160-098-7231-02226-0000	\$75,408.00	\$0.00	\$71,684.68	\$19,171.56	\$90,856.24	(\$15,448.24)
64050	GRP INS - ADMIN "ODD"	11-1-226-2130-099-7231-02226-0000	\$28,491.00	\$0.00	\$26,902.96	\$3,883.44	\$30,786.40	(\$2,295.40)
64051	RET INC - ADMIN "ODD"	11-1-226-2210-099-7231-02226-0000	\$2,052.00	\$0.00	\$0.00	\$2,326.56	\$2,326.56	(\$274.56)
64053	RETIREMENT - ADMIN "ODD"	11-1-226-2820-099-7231-02226-0000	\$38,142.00	\$0.00	\$34,040.91	\$8,539.48	\$42,580.39	(\$4,438.39)
64055	FICA - ADMIN "ODD"	11-1-226-2830-099-7231-02226-0000	\$10,469.00	\$0.00	\$9,155.65	\$1,993.76	\$11,149.41	(\$680.41)
64054	W/C - ADMIN "ODD"	11-1-226-2840-099-7231-02226-0000	\$441.00	\$0.00	\$363.00	\$78.00	\$441.00	\$0.00
64081	HIRING EXPENSES "ODD"	11-1-226-3140-100-7231-02226-0000	\$3,000.00	\$0.00	\$453.00	\$0.00	\$453.00	\$2,547.00
64080	PURCHASE SERV - ADMIN "ODD"	11-1-226-3190-100-7231-02226-0000	\$5,000.00	\$0.00	\$4,950.00	\$50.00	\$5,000.00	\$0.00
64070	TRAVEL - ADMIN "ODD"	11-1-226-3210-100-7231-02226-0000	\$1,600.00	\$0.00	\$0.00	\$119.77	\$119.77	\$1,480.23
64071	CONFERENCES - ADMIN "ODD"	11-1-226-3220-100-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64060	SUPPLIES - ADMIN "ODD"	11-1-226-5910-100-7231-02226-0000	\$6,000.00	\$0.00	\$3,518.50	\$1,641.74	\$5,160.24	\$839.76
64031	EQUIP (NONDEPR) ADMIN "ODD"	11-1-226-6420-100-7231-02226-0000	\$500.00	\$0.00	\$466.39	\$0.00	\$466.39	\$33.61
64463	ASSESSMENTS -CURR COORD "ODD"	11-1-227-5110-108-7231-02226-0000	\$40.00	\$0.00	\$35.78	\$543.66	\$579.44	(\$539.44)
64240	SALARY - SITE SUPERVIS "ODD"	11-1-241-1150-102-7231-02226-0000	\$198,074.00	\$0.00	\$130,489.95	\$47,021.31	\$177,511.26	\$20,562.74
64250	GRP INS - SITE SUPERVI "ODD"	11-1-241-2130-103-7231-02226-0000	\$66,062.00	\$0.00	\$40,415.96	\$11,373.00	\$51,788.96	\$14,273.04
64251	RET INC - SITE SUPERVI "ODD"	11-1-241-2210-103-7231-02226-0000	\$2,972.00	\$0.00	\$0.00	\$2,662.67	\$2,662.67	\$309.33
64253	RETIRE - SITE SUPERVIS "ODD"	11-1-241-2820-103-7231-02226-0000	\$56,041.00	\$0.00	\$36,432.90	\$13,042.03	\$49,474.93	\$6,566.07
64255	FICA - SITE SUPERVISOR "ODD"	11-1-241-2830-103-7231-02226-0000	\$15,152.00	\$0.00	\$8,938.09	\$3,066.96	\$12,005.05	\$3,146.95
64254	W/C - SITE SUPERVISOR "ODD"	11-1-241-2840-103-7231-02226-0000	\$434.00	\$0.00	\$291.29	\$80.71	\$372.00	\$62.00
64280	PURCH SERV- SITE SUPER "ODD"	11-1-241-3190-105-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64270	TRAVEL - SITE SUPERVIS "ODD"	11-1-241-3210-105-7231-02226-0000	\$2,736.00	\$0.00	\$623.97	\$407.92	\$1,031.89	\$1,704.11
64260	SUPPLIES - SITE SUPERV "ODD"	11-1-241-5910-105-7231-02226-0000	\$1,013.00	\$0.00	\$981.30	\$182.36	\$1,163.66	(\$150.66)
64231	EQUIP(NONDEP)-SITE SUP "ODD"	11-1-241-6420-105-7231-02226-0000	\$30.00	\$0.00	\$27.98	\$0.00	\$27.98	\$2.02
64140	SALARY - ACCOUNTANT "ODD"	11-1-252-1310-099-7231-02226-0000	\$22,682.00	\$0.00	\$19,390.31	\$5,261.13	\$24,651.44	(\$1,969.44)
64150	GRP INS - ACCOUNTANT "ODD"	11-1-252-2130-100-7231-02226-0000	\$2,850.00	\$0.00	\$536.61	\$77.09	\$613.70	\$2,236.30
64151	RET INC - ACCOUNTANT "ODD"	11-1-252-2210-100-7231-02226-0000	\$340.00	\$0.00	\$0.00	\$369.77	\$369.77	(\$29.77)
64153	RETIRE - ACCOUNTANT "ODD"	11-1-252-2820-100-7231-02226-0000	\$6,368.00	\$0.00	\$5,256.34	\$1,125.61	\$6,381.95	(\$13.95)

64155	FICA - ACCOUNTANT "ODD"	11-1-252-2830-100-7231-02226-0000	\$1,735.00	\$0.00	\$1,437.16	\$392.34	\$1,829.50	(\$94.50)
64154	W/C - ACCOUNTANT "ODD"	11-1-252-2840-100-7231-02226-0000	\$52.00	\$0.00	\$44.36	\$10.63	\$54.99	(\$2.99)
64180	PURCH SERV ACCOUNTANT "ODD"	11-1-252-3190-101-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64170	TRAVEL - ACCOUNTANT "ODD"	11-1-252-3210-101-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64160	SUPPLIES - ACCOUNTANT "ODD"	11-1-252-5910-101-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64131	EQUIP (NONDEPR) ACCT. "ODD"	11-1-252-6420-101-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64579	STUDENT INSURANCE "ODD"	11-1-259-3990-110-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64540	SALARY- OPERATIONS SUP "ODD"	11-1-261-1170-109-7231-02226-0000	\$38,041.00	\$0.00	\$32,323.33	\$6,614.21	\$38,937.54	(\$896.54)
64550	GRP INS -OPERATION SUP "ODD"	11-1-261-2130-109-7231-02226-0000	\$14,335.00	\$0.00	\$7,379.65	\$1,101.42	\$8,481.07	\$5,853.93
64551	RET INC -OPERATION SUP "ODD"	11-1-261-2210-109-7231-02226-0000	\$794.00	\$0.00	\$0.00	\$584.06	\$584.06	\$209.94
64553	RETIRE - OPERATION SUP "ODD"	11-1-261-2820-109-7231-02226-0000	\$14,456.00	\$0.00	\$11,525.46	\$2,580.06	\$14,105.52	\$350.48
64555	FICA - OPERATIONS SUP "ODD"	11-1-261-2830-109-7231-02226-0000	\$4,048.00	\$0.00	\$3,152.87	\$754.66	\$3,907.53	\$140.47
64554	W/C - OPERATIONS SUP "ODD"	11-1-261-2840-109-7231-02226-0000	\$121.00	\$0.00	\$96.03	\$19.80	\$115.83	\$5.17
64580	PURCH SERV -OPERATIONS "ODD"	11-1-261-3190-109-7231-02226-0000	\$19,223.00	\$0.00	\$14,810.96	\$1,213.76	\$16,024.72	\$3,198.28
64570	TRAVEL - OPERATIONS "ODD"	11-1-261-3210-109-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64573	TELEPHONE - OPERATIONS "ODD"	11-1-261-3410-110-7231-02226-0000	\$11,600.00	\$0.00	\$7,502.73	\$1,431.41	\$8,934.14	\$2,665.86
64575	INTERNET - OPERATIONS "ODD"	11-1-261-3490-110-7231-02226-0000	\$6,000.00	\$0.00	\$3,795.85	\$787.68	\$4,583.53	\$1,416.47
64578	MAINTENANCE REPAIRS "ODD"	11-1-261-4110-110-7231-02226-0000	\$50.00	\$0.00	\$47.00	\$0.00	\$47.00	\$3.00
64576	JANITORIAL -OPERATIONS "ODD"	11-1-261-4190-110-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64572	FACILITIES RENT - PRIV "ODD"	11-1-261-4210-110-7231-02226-0000	\$113,200.00	\$0.00	\$111,650.00	\$17,450.00	\$129,100.00	(\$15,900.00)
64513	UTILITIES - OPERATIONS "ODD"	11-1-261-5510-110-7231-00000-0000	\$6,500.00	\$0.00	\$3,968.32	\$1,499.89	\$5,468.21	\$1,031.79
64560	SUPPLIES - OPERATIONS "ODD"	11-1-261-5910-110-7231-02226-0000	\$667.00	\$0.00	\$187.65	\$0.00	\$187.65	\$479.35
64563	MAINTENANCE SUPPLIES "ODD"	11-1-261-5990-110-7231-02226-0000	\$900.00	\$0.00	\$1,021.11	\$123.27	\$1,144.38	(\$244.38)
64531	EQUIP(NONDEPR) - OPER "ODD"	11-1-261-6420-110-7231-02226-0000	\$4,000.00	\$0.00	\$3,937.10	\$0.00	\$3,937.10	\$62.90
64574	FACILITIES RENT -LEA'S "ODD"	11-1-261-8220-110-7231-02226-0001	\$43,200.00	\$0.00	\$16,800.00	\$2,400.00	\$19,200.00	\$24,000.00
64583	CONTRACT TRANSP - PRIV "ODD"	11-1-271-3310-109-7231-02226-0000	\$423,636.00	\$0.00	\$176,129.12	\$165,394.14	\$341,523.26	\$82,112.74
64585	CONT FIELD TRIPS -PRIV "ODD"	11-1-271-3310-109-7231-02226-0001	\$4,000.00	\$0.00	\$313.66	\$82.35	\$396.01	\$3,603.99
64586	CONT BUS REPAIRS/MAINT "ODD"	11-1-271-4130-109-7231-02226-0000	\$4,600.00	\$0.00	\$1,330.00	\$190.00	\$1,520.00	\$3,080.00
64587	TRANSPORTATION FUEL "ODD"	11-1-271-5710-109-7231-02226-0000	\$12,024.00	\$0.00	\$9,401.71	\$4,852.43	\$14,254.14	(\$2,230.14)
64530	EQUIP(DEPR) - OPERATIO "ODD"	11-1-271-6410-110-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

64584	CONTRACT TRANSP -LEA'S "ODD"	11-1-271-8220-109-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64541	SALARY - COMMUNICATIONS ODD	11-1-282-1590-109-7231-00000-0000	\$14,870.00	\$0.00	\$9,655.29	\$3,448.97	\$13,104.26	\$1,765.74
64577	ADVERTISING-OPERATIONS "ODD"	11-1-282-3510-110-7231-02226-0000	\$3,433.00	\$0.00	\$4,335.82	\$0.00	\$4,335.82	(\$902.82)
64390	ADULT MEALS - TEACH "ODD"	11-1-283-8220-106-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64090	ENROLLMENT - ADMIN "ODD"	11-1-289-4910-100-7231-02226-0000	\$800.00	\$0.00	\$287.04	\$46.39	\$333.43	\$466.57
64840	SALARY -FAM SERV COORD "ODD"	11-1-311-1440-120-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64841	SALARY -FAM SERV SPEC "ODD"	11-1-311-1620-120-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64842	SALARY-P COUNCIL CHLDCR "ODD"	11-1-311-1990-120-7231-02226-0000	\$301.00	\$0.00	\$0.00	\$0.00	\$0.00	\$301.00
64850	GRP INS-FAM SERV COORD "ODD"	11-1-311-2130-121-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64851	RET INC-FAM SERV COORD "ODD"	11-1-311-2210-121-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64853	RETIRE -FAM SERV COORD "ODD"	11-1-311-2820-121-7231-02226-0000	\$82.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82.00
64855	FICA - FAM SERV COORD "ODD"	11-1-311-2830-121-7231-02226-0000	\$23.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.00
64854	W/C - FAM SERV COORD "ODD"	11-1-311-2840-121-7231-02226-0000	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00
64880	PURCH SERV - FAM SERV "ODD"	11-1-311-3190-122-7231-02226-0000	\$500.00	\$0.00	\$0.00	\$199.80	\$199.80	\$300.20
64881	PARENT SUPPORT "ODD"	11-1-311-3190-122-7231-02226-0001	\$8,000.00	\$0.00	\$125.23	\$1,314.82	\$1,440.05	\$6,559.95
64870	TRAVEL -FAM SERV COORD "ODD"	11-1-311-3210-122-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64871	CONF. - FAM SERV COORD "ODD"	11-1-311-3220-122-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64860	SUPPLIES - FAM SERV "ODD"	11-1-311-5910-122-7231-02226-0000	\$800.00	\$0.00	\$44.78	\$0.00	\$44.78	\$755.22
64861	POLICY COUNCIL MTG EXP "ODD"	11-1-311-5990-122-7231-02226-0000	\$2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,800.00
64831	EQUIP(NONDEP)-FAM SERV "ODD"	11-1-311-6420-122-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64199	INDIRECT - ADMIN "ODD"	11-1-611-9900-101-7231-02226-0000	\$331,344.00	\$0.00	\$212,614.01	\$112,588.68	\$325,202.69	\$6,141.31
GL Account Group 12 Head Start			\$4,835,793.00	\$0.00	\$3,065,039.77	\$1,361,321.04	\$4,426,360.81	\$409,432.19
Total Expenditure Account Values:			\$4,835,793.00	\$0.00	\$3,065,039.77	\$1,361,321.04	\$4,426,360.81	\$409,432.19
Total Fund 11(General) (Rev - Exp) Values:			(\$4,835,793.00)	\$0.00	-\$3,065,039.77	-\$1,361,321.04	-\$4,426,360.81	(\$409,432.19)

This report was run for date range of 07/01/2020 to 06/30/2021 for Fiscal Year (2020-2021) for the following funds: 06, 11, 22, 26, 31, 41, 42, 43, 61, 71, 81, 82.

*Prior Month Activity includes all activity from the Selected Begin Date up to the last day of the month prior to the month of the Selected End Date. For instance, if you run the report from 7/1/18 to 8/19/2018, the Prior Month Activity will display the activity totals from 7/1/18 to 7/31/2018.

**Current Month Activity includes only activity for the month that the Selected End Date falls within. For instance, if you run the report from 7/1/18 to 8/25/18, the Month Activity total will include only activity that falls within 8/1/18 to 8/31/18. It will use the end of the month for the given End Date, not just the end date.

**Date Range Activity includes all activity from the Selected Begin Date to the Selected End Date listed.

When running this report for periods that might contain prior system data, if the parameter "Use Posting Date..." is set to True, it will include any prior system activity where the activity record has a transaction date or a posting date that falls within the Selected Begin or End Dates. If this parameter is set to False, it will only include data from the prior system where the transaction date falls within the selected date range. The default is to not use the posting date.

When running this report, if the Exclude Accounts with No Transaction and \$0.00 Budget is set to true, it will not include any accounts that have no transactions within the begin/end date range and have a 0.00 or not set budget.

The report was run/executed on 9/2/2021 2:33:49 PM with FoxPro data.

Budget Summary (With Prior Report (by Fiscal Year (2021-2022) and Date Range 7/1/2021 to 7/31/2021)

ASN	Description	Full Account	Budget (Beginning)	Encumbrance (to date)	Prior Month Activity* (7/1/2021 to 6/30/2021)	Current Month Activity** (7/1/2021 to 7/31/2021)	Date Range Activity*** (7/1/2021 to 7/31/2021)	Balance (Bud - YTD - Enc)
64340	SALARY - TEACHERS "ODD"	11-1-118-1240-102-7231-02226-0000	\$287,978.00	\$0.00	\$0.00	(\$94,943.76)	(\$94,943.76)	\$382,921.76
64341	SALARY - ASSOC TEACHER "ODD"	11-1-118-1630-102-7231-02226-0000	\$136,504.00	\$0.00	\$0.00	(\$38,035.20)	(\$38,035.20)	\$174,539.20
64342	SALARY - PARAPROS "ODD"	11-1-118-1630-102-7231-02226-0001	\$17,954.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,954.00
64350	GRP INS - TEACHERS "ODD"	11-1-118-2130-104-7231-02226-0000	\$89,913.00	\$0.00	\$0.00	(\$33,191.23)	(\$33,191.23)	\$123,104.23
64351	RET INC - TEACHERS "ODD"	11-1-118-2210-104-7231-02226-0000	\$6,362.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,362.00
64356	TUITION REIMB - TEACHERS ODD	11-1-118-2310-106-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64353	RETIRE - TEACHERS "ODD"	11-1-118-2820-104-7231-02226-0000	\$125,697.00	\$0.00	\$0.00	(\$37,417.86)	(\$37,417.86)	\$163,114.86
64355	FICA - TEACHERS "ODD"	11-1-118-2830-104-7231-02226-0000	\$33,845.00	\$0.00	\$0.00	(\$9,439.76)	(\$9,439.76)	\$43,284.76
64354	W/C - TEACHERS "ODD"	11-1-118-2840-104-7231-02226-0000	\$3,300.00	\$0.00	\$0.00	(\$803.12)	(\$803.12)	\$4,103.12
64357	UNEMPL - TEACHERS "ODD"	11-1-118-2850-104-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64344	PESG - SUBS "ODD"	11-1-118-3110-102-7231-02226-0000	\$2,789.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,789.00
64380	PURCH SERV - TEACHERS "ODD"	11-1-118-3190-106-7231-02226-0000	\$28,265.00	\$29,940.98	\$0.00	\$7,864.97	\$7,864.97	(\$9,540.95)
64370	TRAVEL - TEACHERS "ODD"	11-1-118-3210-106-7231-02226-0000	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
64371	CONFERENCES - TEACHERS "ODD"	11-1-118-3220-106-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64360	SUPPLIES - TEACHERS "ODD"	11-1-118-5110-106-7231-02226-0000	\$4,882.00	\$2,508.25	\$0.00	\$4,039.92	\$4,039.92	(\$1,666.17)
64331	EQUIP(NONDEPR) - TEACH "ODD"	11-1-118-6420-106-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64940	SALARY - FAM ADVOCATES "ODD"	11-1-212-1220-121-7231-02226-0000	\$129,752.00	\$0.00	\$0.00	(\$23,590.75)	(\$23,590.75)	\$153,342.75
64950	GRP INS - FAMILY ADV. "ODD"	11-1-212-2130-122-7231-02226-0000	\$27,925.00	\$0.00	\$0.00	(\$1,634.54)	(\$1,634.54)	\$29,559.54
64951	RET INC - FAMILY ADV. "ODD"	11-1-212-2210-122-7231-02226-0000	\$1,949.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,949.00
64953	RETIRE - FAMILY ADV. "ODD"	11-1-212-2820-122-7231-02226-0000	\$37,044.00	\$0.00	\$0.00	(\$6,588.91)	(\$6,588.91)	\$43,632.91
64955	FICA - FAMILY ADV. "ODD"	11-1-212-2830-122-7231-02226-0000	\$9,925.00	\$0.00	\$0.00	(\$1,776.10)	(\$1,776.10)	\$11,701.10
64954	W/C - FAMILY ADVOCATES "ODD"	11-1-212-2840-122-7231-02226-0000	\$284.00	\$0.00	\$0.00	(\$87.84)	(\$87.84)	\$371.84
64980	PURCH SERV - FAM ADV. "ODD"	11-1-212-3190-123-7231-02226-0000	\$333.00	\$0.00	\$0.00	\$1,543.00	\$1,543.00	(\$1,210.00)
64970	TRAVEL - FAMILY ADV. "ODD"	11-1-212-3210-123-7231-02226-0000	\$2,000.00	\$0.00	\$0.00	\$40.00	\$40.00	\$1,960.00
64960	SUPPLIES - FAMILY ADV. "ODD"	11-1-212-5910-123-7231-02226-0000	\$667.00	\$273.89	\$0.00	\$183.75	\$183.75	\$209.36
64931	EQUIP(NONDEP)-FAM ADV. "ODD"	11-1-212-6420-123-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64640	SALARY-HEALTH/DIS COORD "ODD"	11-1-213-1450-111-7231-02226-0000	\$22,332.00	\$0.00	\$0.00	(\$1,381.45)	(\$1,381.45)	\$23,713.45
64641	SALARY - HEALTH SECR. "ODD"	11-1-213-1620-111-7231-02226-0000	\$11,780.00	\$0.00	\$0.00	\$1,213.62	\$1,213.62	\$10,566.38

64650	GRP INS - HEALTH/DIS "ODD"	11-1-213-2130-112-7231-02226-0000	\$4,773.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,773.00
64651	RET INC - HEALTH/DIS "ODD"	11-1-213-2210-112-7231-02226-0000	\$512.00	\$0.00	\$0.00	\$0.00	\$0.00	\$512.00
64653	RETIRE - HEALTH/DIS "ODD"	11-1-213-2820-112-7231-02226-0000	\$10,016.00	\$0.00	\$0.00	(\$47.35)	(\$47.35)	\$10,063.35
64655	FICA - HEALTH/DIS "ODD"	11-1-213-2830-112-7231-02226-0000	\$2,609.00	\$0.00	\$0.00	(\$32.47)	(\$32.47)	\$2,641.47
64654	W/C - HEALTH/DIS "ODD"	11-1-213-2840-112-7231-02226-0000	\$75.00	\$0.00	\$0.00	(\$16.72)	(\$16.72)	\$91.72
64680	PURCH SERV - HEALTH/DIS "ODD"	11-1-213-3130-113-7231-02226-0000	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
64670	TRAVEL - HEALTH/DIS "ODD"	11-1-213-3210-113-7231-02226-0000	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
64660	SUPPLIES - HEALTH/DIS "ODD"	11-1-213-5910-113-7231-02226-0000	\$5,000.00	\$1,051.98	\$0.00	\$0.00	\$0.00	\$3,948.02
64630	EQUIP (DEPR)-HEALTH/DIS "ODD"	11-1-213-6410-113-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64631	EQUIP(NONDE)-HEALTH/DIS ODD	11-1-213-6420-113-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64740	SALARY-MENTAL/BEHAV HEA "ODD"	11-1-214-1430-112-7231-02226-0000	\$18,891.00	\$0.00	\$0.00	(\$8,337.88)	(\$8,337.88)	\$27,228.88
64741	SALARY - P/T MENT HLTH "ODD"	11-1-214-1850-112-7231-02226-0000	\$9,406.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,406.00
64750	GRP INS - MENTAL/BEHAV "ODD"	11-1-214-2130-113-7231-02226-0000	\$249.00	\$0.00	\$0.00	(\$124.34)	(\$124.34)	\$373.34
64751	RET INC - MENTAL/BEHAV "ODD"	11-1-214-2210-113-7231-02226-0000	\$283.00	\$0.00	\$0.00	\$0.00	\$0.00	\$283.00
64753	RETIRE - MENTAL/BEHAV "ODD"	11-1-214-2820-113-7231-02226-0000	\$5,329.00	\$0.00	\$0.00	(\$2,352.12)	(\$2,352.12)	\$7,681.12
64755	FICA - MENTAL/BEHAVIOR "ODD"	11-1-214-2830-113-7231-02226-0000	\$2,165.00	\$0.00	\$0.00	(\$617.91)	(\$617.91)	\$2,782.91
64754	W/C - MENTAL/BEHAVIOR "ODD"	11-1-214-2840-113-7231-02226-0000	\$61.00	\$0.00	\$0.00	(\$10.80)	(\$10.80)	\$71.80
64780	PURCH SERV - MENTAL/BEH "ODD"	11-1-214-3130-114-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64770	TRAVEL - MENTAL/BEHAV "ODD"	11-1-214-3210-114-7231-02226-0000	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00
64760	SUPPLIES - MENTAL/BEHAV "ODD"	11-1-214-5910-114-7231-02226-0000	\$333.00	\$0.00	\$0.00	\$0.00	\$0.00	\$333.00
64731	EQUIP(NOND) -MENTAL/BEH "ODD"	11-1-214-6420-114-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64440	SALARY-CURRICULUM COORD "ODD"	11-1-221-1210-107-7231-02226-0000	\$30,386.00	\$0.00	\$0.00	(\$6,482.64)	(\$6,482.64)	\$36,868.64
64450	GRP INS-CURRICULUM COOR "ODD"	11-1-221-2130-107-7231-02226-0000	\$8,912.00	\$0.00	\$0.00	(\$783.44)	(\$783.44)	\$9,695.44
64451	RET INC-CURRICULUM COORD ODD	11-1-221-2210-107-7231-02226-0000	\$455.00	\$0.00	\$0.00	\$0.00	\$0.00	\$455.00
64453	RETIRE-CURRICULUM COORD "ODD"	11-1-221-2820-107-7231-02226-0000	\$8,574.00	\$0.00	\$0.00	(\$1,832.14)	(\$1,832.14)	\$10,406.14
64455	FICA -CURRICULUM COORD "ODD"	11-1-221-2830-107-7231-02226-0000	\$2,325.00	\$0.00	\$0.00	(\$425.94)	(\$425.94)	\$2,750.94
64454	W/C -CURRICULUM COORD "ODD"	11-1-221-2840-107-7231-02226-0000	\$66.00	\$0.00	\$0.00	(\$8.40)	(\$8.40)	\$74.40
64480	PURCH SERV - CUR. CORD "ODD"	11-1-221-3190-108-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64470	TRAVEL - CURR. COORD "ODD"	11-1-221-3210-108-7231-02226-0000	\$400.00	\$0.00	\$0.00	\$25.90	\$25.90	\$374.10
64471	CONF. - CURR. COORD "ODD"	11-1-221-3220-108-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

64460	SUPPLIES - CURR COORD "ODD"	11-1-221-5910-108-7231-02226-0000	\$333.00	\$0.00	\$0.00	\$0.00	\$0.00	\$333.00
64431	EQUIP(NONDEP)-CURR CORD "ODD"	11-1-221-6420-108-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64041	SALARY - PROGRAM SEC. "ODD"	11-1-226-1130-099-7231-02226-0000	\$30,381.00	\$0.00	\$0.00	\$3,974.76	\$3,974.76	\$26,406.24
64040	SALARY - PROGRAM ADMIN "ODD"	11-1-226-1160-098-7231-02226-0000	\$37,917.00	\$0.00	\$0.00	\$5,290.13	\$5,290.13	\$32,626.87
64050	GRP INS - ADMIN "ODD"	11-1-226-2130-099-7231-02226-0000	\$14,102.00	\$0.00	\$0.00	\$3,883.44	\$3,883.44	\$10,218.56
64051	RET INC - ADMIN "ODD"	11-1-226-2210-099-7231-02226-0000	\$1,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,025.00
64053	RETIREMENT - ADMIN "ODD"	11-1-226-2820-099-7231-02226-0000	\$19,116.00	\$0.00	\$0.00	\$2,514.64	\$2,514.64	\$16,601.36
64055	FICA - ADMIN "ODD"	11-1-226-2830-099-7231-02226-0000	\$5,225.00	\$0.00	\$0.00	\$682.68	\$682.68	\$4,542.32
64054	W/C - ADMIN "ODD"	11-1-226-2840-099-7231-02226-0000	\$151.00	\$0.00	\$0.00	\$16.93	\$16.93	\$134.07
64081	HIRING EXPENSES "ODD"	11-1-226-3140-100-7231-02226-0000	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
64080	PURCHASE SERV - ADMIN "ODD"	11-1-226-3190-100-7231-02226-0000	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,700.00
64070	TRAVEL - ADMIN "ODD"	11-1-226-3210-100-7231-02226-0000	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00
64071	CONFERENCES - ADMIN "ODD"	11-1-226-3220-100-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64060	SUPPLIES - ADMIN "ODD"	11-1-226-5910-100-7231-02226-0000	\$3,000.00	\$741.30	\$0.00	\$0.00	\$0.00	\$2,258.70
64031	EQUIP (NONDEPR) ADMIN "ODD"	11-1-226-6420-100-7231-02226-0000	\$0.00	\$1,686.86	\$0.00	\$0.00	\$0.00	(\$1,686.86)
64463	ASSESSMENTS -CURR COORD "ODD"	11-1-227-5110-108-7231-02226-0000	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
64240	SALARY - SITE SUPERVIS "ODD"	11-1-241-1150-102-7231-02226-0000	\$83,477.00	\$0.00	\$0.00	(\$5,868.74)	(\$5,868.74)	\$89,345.74
64250	GRP INS - SITE SUPERVI "ODD"	11-1-241-2130-103-7231-02226-0000	\$20,745.00	\$0.00	\$0.00	\$303.77	\$303.77	\$20,441.23
64251	RET INC - SITE SUPERVI "ODD"	11-1-241-2210-103-7231-02226-0000	\$1,251.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,251.00
64253	RETIRE - SITE SUPERVIS "ODD"	11-1-241-2820-103-7231-02226-0000	\$23,627.00	\$0.00	\$0.00	(\$1,666.45)	(\$1,666.45)	\$25,293.45
64255	FICA - SITE SUPERVISOR "ODD"	11-1-241-2830-103-7231-02226-0000	\$6,385.00	\$0.00	\$0.00	(\$440.16)	(\$440.16)	\$6,825.16
64254	W/C - SITE SUPERVISOR "ODD"	11-1-241-2840-103-7231-02226-0000	\$183.00	\$0.00	\$0.00	(\$7.59)	(\$7.59)	\$190.59
64280	PURCH SERV- SITE SUPER "ODD"	11-1-241-3190-105-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64270	TRAVEL - SITE SUPERVIS "ODD"	11-1-241-3210-105-7231-02226-0000	\$1,368.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,368.00
64260	SUPPLIES - SITE SUPERV "ODD"	11-1-241-5910-105-7231-02226-0000	\$507.00	\$0.00	\$0.00	\$115.38	\$115.38	\$391.62
64231	EQUIP(NONDEP)-SITE SUP "ODD"	11-1-241-6420-105-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64140	SALARY - ACCOUNTANT "ODD"	11-1-252-1310-099-7231-02226-0000	\$11,708.00	\$0.00	\$0.00	\$1,399.12	\$1,399.12	\$10,308.88
64150	GRP INS - ACCOUNTANT "ODD"	11-1-252-2130-100-7231-02226-0000	\$295.00	\$0.00	\$0.00	\$77.08	\$77.08	\$217.92
64151	RET INC - ACCOUNTANT "ODD"	11-1-252-2210-100-7231-02226-0000	\$176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$176.00
64153	RETIRE - ACCOUNTANT "ODD"	11-1-252-2820-100-7231-02226-0000	\$3,305.00	\$0.00	\$0.00	\$394.69	\$394.69	\$2,910.31

64155	FICA - ACCOUNTANT "ODD"	11-1-252-2830-100-7231-02226-0000	\$896.00	\$0.00	\$0.00	\$103.50	\$103.50	\$792.50
64154	W/C - ACCOUNTANT "ODD"	11-1-252-2840-100-7231-02226-0000	\$27.00	\$0.00	\$0.00	\$1.71	\$1.71	\$25.29
64180	PURCH SERV ACCOUNTANT "ODD"	11-1-252-3190-101-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64170	TRAVEL - ACCOUNTANT "ODD"	11-1-252-3210-101-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64160	SUPPLIES - ACCOUNTANT "ODD"	11-1-252-5910-101-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64131	EQUIP (NONDEPR) ACCT. "ODD"	11-1-252-6420-101-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64579	STUDENT INSURANCE "ODD"	11-1-259-3990-110-7231-02226-0000	\$2,042.00	\$0.00	\$0.00	\$2,105.55	\$2,105.55	(\$63.55)
64540	SALARY- OPERATIONS SUP "ODD"	11-1-261-1170-109-7231-02226-0000	\$18,840.00	\$0.00	\$0.00	\$2,248.83	\$2,248.83	\$16,591.17
64550	GRP INS -OPERATION SUP "ODD"	11-1-261-2130-109-7231-02226-0000	\$4,384.00	\$0.00	\$0.00	\$1,101.42	\$1,101.42	\$3,282.58
64551	RET INC -OPERATION SUP "ODD"	11-1-261-2210-109-7231-02226-0000	\$415.00	\$0.00	\$0.00	\$0.00	\$0.00	\$415.00
64553	RETIRE - OPERATION SUP "ODD"	11-1-261-2820-109-7231-02226-0000	\$7,662.00	\$0.00	\$0.00	\$893.16	\$893.16	\$6,768.84
64555	FICA - OPERATIONS SUP "ODD"	11-1-261-2830-109-7231-02226-0000	\$2,117.00	\$0.00	\$0.00	\$241.99	\$241.99	\$1,875.01
64554	W/C - OPERATIONS SUP "ODD"	11-1-261-2840-109-7231-02226-0000	\$63.00	\$0.00	\$0.00	\$3.95	\$3.95	\$59.05
64580	PURCH SERV -OPERATIONS "ODD"	11-1-261-3190-109-7231-02226-0000	\$15,131.00	\$900.00	\$0.00	\$5,105.76	\$5,105.76	\$9,125.24
64570	TRAVEL - OPERATIONS "ODD"	11-1-261-3210-109-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64573	TELEPHONE - OPERATIONS "ODD"	11-1-261-3410-110-7231-02226-0000	\$5,800.00	\$0.00	\$0.00	\$1,066.37	\$1,066.37	\$4,733.63
64575	INTERNET - OPERATIONS "ODD"	11-1-261-3490-110-7231-02226-0000	\$3,000.00	\$0.00	\$0.00	\$360.31	\$360.31	\$2,639.69
64578	MAINTENANCE REPAIRS "ODD"	11-1-261-4110-110-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64576	JANITORIAL -OPERATIONS "ODD"	11-1-261-4190-110-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64572	FACILITIES RENT - PRIV "ODD"	11-1-261-4210-110-7231-02226-0000	\$38,300.00	\$25,900.00	\$0.00	\$0.00	\$0.00	\$12,400.00
64513	UTILITIES - OPERATIONS "ODD"	11-1-261-5510-110-7231-00000-0000	\$3,250.00	\$0.00	\$0.00	\$720.31	\$720.31	\$2,529.69
64560	SUPPLIES - OPERATIONS "ODD"	11-1-261-5910-110-7231-02226-0000	\$333.00	\$1,052.42	\$0.00	\$0.00	\$0.00	(\$719.42)
64563	MAINTENANCE SUPPLIES "ODD"	11-1-261-5990-110-7231-02226-0000	\$163.00	\$0.00	\$0.00	\$0.00	\$0.00	\$163.00
64531	EQUIP(NONDEPR) - OPER "ODD"	11-1-261-6420-110-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64574	FACILITIES RENT -LEA'S "ODD"	11-1-261-8220-110-7231-02226-0001	\$10,800.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$5,400.00
64583	CONTRACT TRANSP - PRIV "ODD"	11-1-271-3310-109-7231-02226-0000	\$135,803.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135,803.00
64585	CONT FIELD TRIPS -PRIV "ODD"	11-1-271-3310-109-7231-02226-0001	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
64586	CONT BUS REPAIRS/MAINT "ODD"	11-1-271-4130-109-7231-02226-0000	\$3,760.00	\$380.00	\$0.00	\$190.00	\$190.00	\$3,190.00
64587	TRANSPORTATION FUEL "ODD"	11-1-271-5710-109-7231-02226-0000	\$4,006.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,006.00
64530	EQUIP(DEPR) - OPERATIO "ODD"	11-1-271-6410-110-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

64584	CONTRACT TRANSP -LEA'S "ODD"	11-1-271-8220-109-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64541	SALARY - COMMUNICATIONS ODD	11-1-282-1590-109-7231-00000-0000	\$8,833.00	\$0.00	\$0.00	\$982.63	\$982.63	\$7,850.37
64577	ADVERTISING-OPERATIONS "ODD"	11-1-282-3510-110-7231-02226-0000	\$1,667.00	\$0.00	\$0.00	\$244.36	\$244.36	\$1,422.64
64390	ADULT MEALS - TEACH "ODD"	11-1-283-8220-106-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64090	ENROLLMENT - ADMIN "ODD"	11-1-289-4910-100-7231-02226-0000	\$400.00	\$0.00	\$0.00	\$11.73	\$11.73	\$388.27
64840	SALARY -FAM SERV COORD "ODD"	11-1-311-1440-120-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64841	SALARY -FAM SERV SPEC "ODD"	11-1-311-1620-120-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64842	SALARY-P COUNCIL CHLDCR "ODD"	11-1-311-1990-120-7231-02226-0000	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00
64850	GRP INS-FAM SERV COORD "ODD"	11-1-311-2130-121-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64851	RET INC-FAM SERV COORD "ODD"	11-1-311-2210-121-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64853	RETIRE -FAM SERV COORD "ODD"	11-1-311-2820-121-7231-02226-0000	\$21.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00
64855	FICA - FAM SERV COORD "ODD"	11-1-311-2830-121-7231-02226-0000	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.00
64854	W/C - FAM SERV COORD "ODD"	11-1-311-2840-121-7231-02226-0000	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
64880	PURCH SERV - FAM SERV "ODD"	11-1-311-3190-122-7231-02226-0000	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
64881	PARENT SUPPORT "ODD"	11-1-311-3190-122-7231-02226-0001	\$2,000.00	\$0.00	\$0.00	\$70.00	\$70.00	\$1,930.00
64870	TRAVEL -FAM SERV COORD "ODD"	11-1-311-3210-122-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64871	CONF. - FAM SERV COORD "ODD"	11-1-311-3220-122-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64860	SUPPLIES - FAM SERV "ODD"	11-1-311-5910-122-7231-02226-0000	\$333.00	\$0.00	\$0.00	\$0.00	\$0.00	\$333.00
64861	POLICY COUNCIL MTG EXP "ODD"	11-1-311-5990-122-7231-02226-0000	\$700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700.00
64831	EQUIP(NONDEP)-FAM SERV "ODD"	11-1-311-6420-122-7231-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64199	INDIRECT - ADMIN "ODD"	11-1-611-9900-101-7231-02226-0000	\$141,127.00	\$0.00	\$0.00	\$0.00	\$0.00	\$141,127.00
GL Account Group 12 Head Start			\$1,779,532.00	\$69,835.68	\$0.00	(\$228,930.25)	(\$228,930.25)	\$1,938,626.57
Total Expenditure Account Values:			\$1,779,532.00	\$0.00	\$0.00	(\$228,930.25)	(\$228,930.25)	\$1,938,626.57
Total Fund 11(General) (Rev - Exp) Values:			(\$1,779,532.00)	\$69,835.68	\$0.00	\$228,930.25	\$228,930.25	(\$1,938,626.57)

This report was run for date range of 07/01/2021 to 07/31/2021 for Fiscal Year (2021-2022) for the following funds: 06, 11, 22, 26, 31, 41, 42, 43, 61, 71, 81, 82.

*Prior Month Activity includes all activity from the Selected Begin Date up to the last day of the month prior to the month of the Selected End Date. For instance, if you run the report from 7/1/18 to 8/19/2018, the Prior Month Activity will display the activity totals from 7/1/18 to 7/31/2018.

**Current Month Activity includes only activity for the month that the Selected End Date falls within. For instance, if you run the report from 7/1/18 to 8/25/18, the Month Activity total will include only activity that falls within 8/1/18 to 8/31/18. It will use the end of the month for the given End Date, not just the end date.

**Date Range Activity includes all activity from the Selected Begin Date to the Selected End Date listed.

When running this report for periods that might contain prior system data, if the parameter "Use Posting Date..." is set to True, it will include any prior system activity where the activity record has a transaction date or a posting date that falls within the Selected Begin or End Dates. If this parameter is set to False, it will only include data from the prior system where the transaction date falls within the selected date range. The default is to not use the posting date.

When running this report, if the Exclude Accounts with No Transaction and \$0.00 Budget is set to true, it will not include any accounts that have no transactions within the begin/end date range and have a 0.00 or not set budget.

The report was run/executed on 9/2/2021 2:39:13 PM with FoxPro data.

Budget Summary (With Prior Report (by Fiscal Year (2020-2021) and Date Range 7/1/2020 to 6/30/2021)

ASN	Description	Full Account	Budget (Beginning)	Encumbrance (to date)	Prior Month Activity* (7/1/2020 to 5/31/2021)	Current Month Activity** (6/1/2021 to 6/30/2021)	Date Range Activity*** (7/1/2020 to 6/30/2021)	Balance (Bud - YTD - Enc)
65080	PURCH SERVICES - INS "ODD"	11-1-221-3120-124-7233-02226-0000	\$7,500.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$2,500.00
65070	TRAVEL - INS "ODD"	11-1-221-3210-124-7233-02226-0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
65071	CONFERENCES - INS "ODD"	11-1-221-3220-124-7233-02226-0000	\$6,500.00	\$0.00	\$3,075.00	\$0.00	\$3,075.00	\$3,425.00
65060	SUPPLIES - INS "ODD"	11-1-221-5910-124-7233-02226-0000	\$5,000.00	\$0.00	\$850.20	\$0.00	\$850.20	\$4,149.80
65082	PURCH SERV - NON INS "ODD"	11-1-283-3120-124-7233-02226-0000	\$3,500.00	\$0.00	\$650.00	\$125.00	\$775.00	\$2,725.00
65072	TRAVEL - NON INS "ODD"	11-1-283-3210-124-7233-02226-0000	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00
65073	CONFERENCES - NON INS "ODD"	11-1-283-3220-124-7233-02226-0000	\$11,700.00	\$0.00	\$14,460.32	\$0.00	\$14,460.32	(\$2,760.32)
65062	SUPPLIES - NON INS "ODD"	11-1-283-5910-124-7233-02226-0000	\$4,500.00	\$0.00	\$64.64	\$0.00	\$64.64	\$4,435.36
GL Account Group 12 Head Start			\$46,700.00	\$0.00	\$24,100.16	\$125.00	\$24,225.16	\$22,474.84
Total Expenditure Account Values:			\$46,700.00	\$0.00	\$24,100.16	\$125.00	\$24,225.16	\$22,474.84
Total Fund 11(General) (Rev - Exp) Values:			(\$46,700.00)	\$0.00	-\$24,100.16	-\$125.00	-\$24,225.16	(\$22,474.84)

This report was run for date range of 07/01/2020 to 06/30/2021 for Fiscal Year (2020-2021) for the following funds: 06, 11, 22, 26, 31, 41, 42, 43, 61, 71, 81, 82.

*Prior Month Activity includes all activity from the Selected Begin Date up to the last day of the month prior to the month of the Selected End Date. For instance, if you run the report from 7/1/18 to 8/19/2018, the Prior Month Activity will display the activity totals from 7/1/18 to 7/31/2018.

**Current Month Activity includes only activity for the month that the Selected End Date falls within. For instance, if you run the report from 7/1/18 to 8/25/18, the Month Activity total will include only activity that falls within 8/1/18 to 8/31/18. It will use the end of the month for the given End Date, not just the end date.

**Date Range Activity includes all activity from the Selected Begin Date to the Selected End Date listed.

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When running this report, if the Exclude Accounts with No Transaction and \$0.00 Budget is set to true, it will not include any accounts that have no transactions within the begin/end date range and have a 0.00 or not set budget.

The report was run/executed on 9/2/2021 2:37:35 PM with FoxPro data.

Budget Summary (With Prior Report (by Fiscal Year (2021-2022) and Date Range 7/1/2021 to 7/31/2021)

ASN	Description	Full Account	Budget (Beginning)	Encumbrance (to date)	Prior Month Activity* (7/1/2021 to 6/30/2021)	Current Month Activity** (7/1/2021 to 7/31/2021)	Date Range Activity*** (7/1/2021 to 7/31/2021)	Balance (Bud - YTD - Enc)
65080	PURCH SERVICES - INS "ODD"	11-1-221-3120-124-7233-02226-0000	\$6,792.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,792.00
65070	TRAVEL - INS "ODD"	11-1-221-3210-124-7233-02226-0000	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
65071	CONFERENCES - INS "ODD"	11-1-221-3220-124-7233-02226-0000	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
65060	SUPPLIES - INS "ODD"	11-1-221-5910-124-7233-02226-0000	\$1,000.00	\$225.00	\$0.00	\$0.00	\$0.00	\$775.00
65082	PURCH SERV - NON INS "ODD"	11-1-283-3120-124-7233-02226-0000	\$1,500.00	\$0.00	\$0.00	\$8,569.00	\$8,569.00	(\$7,069.00)
65072	TRAVEL - NON INS "ODD"	11-1-283-3210-124-7233-02226-0000	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00
65073	CONFERENCES - NON INS "ODD"	11-1-283-3220-124-7233-02226-0000	\$7,500.00	\$0.00	\$0.00	\$4.98	\$4.98	\$7,495.02
65062	SUPPLIES - NON INS "ODD"	11-1-283-5910-124-7233-02226-0000	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
GL Account Group 12 Head Start			\$23,292.00	\$225.00	\$0.00	\$8,573.98	\$8,573.98	\$14,493.02
Total Expenditure Account Values:			\$23,292.00	\$0.00	\$0.00	\$8,573.98	\$8,573.98	\$14,493.02
Total Fund 11(General) (Rev - Exp) Values:			(\$23,292.00)	\$225.00	\$0.00	-\$8,573.98	-\$8,573.98	(\$14,493.02)

This report was run for date range of 07/01/2021 to 07/31/2021 for Fiscal Year (2021-2022) for the following funds: 06, 11, 22, 26, 31, 41, 42, 43, 61, 71, 81, 82.

*Prior Month Activity includes all activity from the Selected Begin Date up to the last day of the month prior to the month of the Selected End Date. For instance, if you run the report from 7/1/18 to 8/19/2018, the Prior Month Activity will display the activity totals from 7/1/18 to 7/31/2018.

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The report was run/executed on 9/2/2021 2:40:05 PM with FoxPro data.

Kalamazoo RESA

HEAD START MATCH REPORT

July 2021

MONTHLY BREAKDOWN													SUMMARY		
UNIT	NOV '20	DEC '20	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '21	SEP '21	OCT '21	YTD	SUGGESTED UNIT ANNUAL REQUIREMENT*	MONTHLY GOAL
ADMIN/ OPS	\$ 7,520	\$ 7,387	\$ 12,292	\$ 5,954	\$ 58,923	\$ 32,818	\$ 4,659	\$ 70,561	\$ 3,683				\$ 203,796	\$ 234,995	\$ 19,583
EDUC	\$ 129,682	\$ 118,018	\$ 107,774	\$ 118,394	\$ 108,376	\$ 142,798	\$ 104,819	\$ 139,884	\$ 97,471				\$ 1,067,217	\$ 1,335,127	\$ 111,261
HEALTH	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ 14,000	\$ 1,167
FCP	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 3,155				\$ 3,155	\$ 1,411	\$ 118
TOTAL	\$ 137,202	\$ 125,405	\$ 120,066	\$ 124,348	\$ 167,299	\$ 175,616	\$ 109,479	\$ 210,445	\$ 104,309	\$ -	\$ -	\$ -	\$ 1,274,168	\$ 1,585,533	\$ 132,128

LESS MATCH EXPECTATION THROUGH JULY 2021 \$ 1,189,149.57

* The annual requirement only needs to be met in total, not in each of the 4 units

OVER(UNDER): \$ 85,019



FIFTH THIRD BANK
 PO BOX 740523
 CINCINNATI OH 45274-0523


3210HUA - 000362 - 0001 - 0001 - 2



MEMO STATEMENT

ACCOUNT NUMBER	XXXX XXXX XXXX 8022
STATEMENT DATE	07-21-21
TOTAL ACTIVITY	\$3,384.82

**** MEMO STATEMENT ONLY **
 DO NOT REMIT PAYMENT**


 RACHEL ROBERTS
 TAX EXEMPT ORGANIZATION
 C/O SCOTT THOMAS
 1819 E MILHAM AVE
 PORTAGE, MI 49002-3035

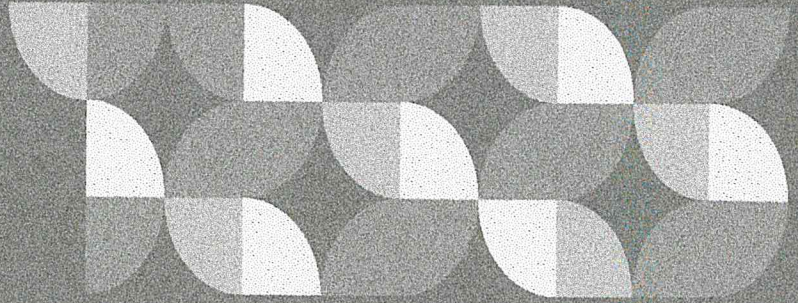
**N0000362

CARDHOLDER SUMMARY							
RACHEL ROBERTS XXXX XXXX XXXX 8022	Purchases And Other Debits	+	Cash Advances	-	Credits	=	Total Activity
Cardholder Total	\$3,384.82		\$0.00		\$0.00		\$3,384.82

CARDHOLDER ACTIVITY						
Post Date	Tran Date	Reference Number	Transaction Description	VCN	Amount	
06-28	06-25	55463151176206021200031	OAISD INSTR SVC 6167388940 MI		10.00	
06-28	06-25	55463151176206021200049	OAISD INSTR SVC 6167388940 MI		10.00	
06-28	06-25	55463151176206021200064	OAISD INSTR SVC 6167388940 MI		10.00	
06-28	06-27	55310201178083768143062	AMAZON.COM*213G13UV0 A AMZN.COM/BILL WA		190.40	
06-28	06-27	55310201178083398335295	AMAZON.COM*213W91UJ0 A AMZN.COM/BILL WA		195.40	
07-07	07-06	82305091187000015387859	ZOOM.US 888-799-9666 SAN JOSE CA		50.00	
07-07	07-06	82305091187000014786861	SP ^ TEACHINGSTRATEGIE BETHESDA MD		2,265.25	
07-14	07-13	52704871195750000183052	MISSION POINT RESORT 9068473312 MI		224.91	
			0000018305 ARRIVAL: 07-13-21			
07-14	07-14	05227021195500226120018	THE ISLAND HOUSE MACKINAC ISLA MI		418.86	
			254716 ARRIVAL: 07-14-21			
07-16	07-15	55463151196206021500055	OAISD INSTR SVC 6167388940 MI		10.00	

CUSTOMER SERVICE CALL 1-800-375-1747 LOST/STOLEN CARDS CALL 1-800-375-1747	ACCOUNT NUMBER XXXX-XXXX-XXXX-8022	ACCOUNT SUMMARY PURCHASES & OTHER CHARGES \$3,384.82
	STATEMENT DATE 07/21/21	
SEND INQUIRIES TO: FIFTH THIRD BANK PO BOX 740523 CINCINNATI OH 45274-0523	CREDIT LIMIT \$5,000.00	CASH ADVANCES .00
	DISPUTED AMOUNT \$0.00	CASH ADVANCE FEES .00
		CREDITS .00
		TOTAL ACTIVITY \$3,384.82

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature

Ottawa Area ISD

13565 Port Sheldon St.

ATTN:

Holland, MI 49424

(616) 738-8940 - Fax: (616) 738-8946 -

*** RECEIPT ***

Customer:

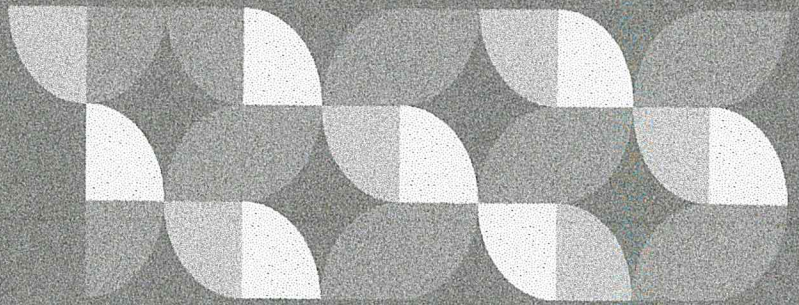
Carla Osborn
4606 Croyden Avenue
Kalamazoo , MI 49006

Receipt Number:

Date: 6/24/2021

Course : Essential Instructional Practices for Early Mathematics
Session Date : 8/10/2021
Paid : Credit Card
Total Cost : 10
Selected Credit Types : REGISTRATION FEE

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature

Ottawa Area ISD

13565 Port Sheldon St.

ATTN:

Holland, MI 49424

(616) 738-8940 - Fax: (616) 738-8946 -

*** RECEIPT ***

Customer:

Cathleen Doonan
KRESA
1819 E. Milham Ave.
Portage , MI 49002

Receipt Number:

Date: 6/24/2021

Course : Essential Instructional Practices for Early Mathematics

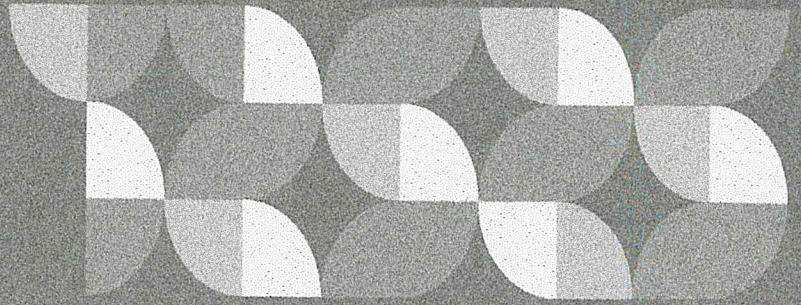
Session Date : 8/10/2021

Paid : Credit Card

Total Cost : 10

Selected Credit Types : REGISTRATION FEE

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature

Ottawa Area ISD

13565 Port Sheldon St.

ATTN:

Holland, MI 49424

(616) 738-8940 - Fax: (616) 738-8946 -

*** RECEIPT ***

Customer:

Laura Ynclan UPDATED TO STACY RAMBESCH

KRESA

1819 E. Milham Ave.

Portage, MI 49002

Receipt Number:

Date: 6/24/2021

Course : Essential Instructional Practices for Early Mathematics

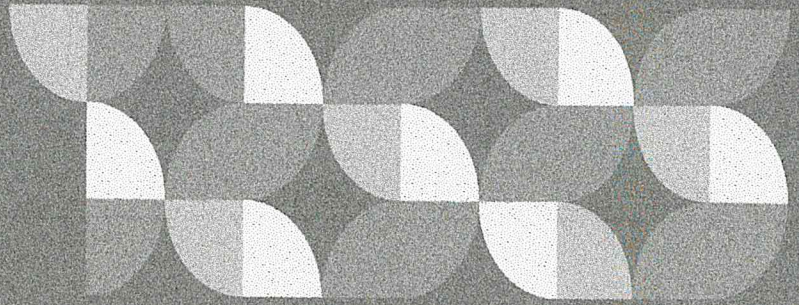
Session Date : 8/10/2021

Payment Type : Credit Card

Total Cost : 10

Selected Credit Types : REGISTRATION FEE

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature

Details for Order #111-9972890-9786658

[Print this page for your records.](#)

Order Placed: June 23, 2021

Amazon.com order number: 111-9972890-9786658

Order Total: \$190.40

Not Yet Shipped

Items Ordered

8 of: *Coaching for Equity: Conversations That Change Practice*, Aguilar, Elena

Sold by: Amazon.com Services LLC

Condition: New

Price
\$23.80

Shipping Address:

KRESA Head Start R. Roberts
422 E SOUTH ST
KALAMAZOO, MI 49007-5809
United States

Shipping Speed:

FREE Shipping

Payment information

Payment Method:

MasterCard | Last digits: 8022

Billing address

Rachel Roberts
1819 E Milham Ave
Portage, Michigan 49002
United States

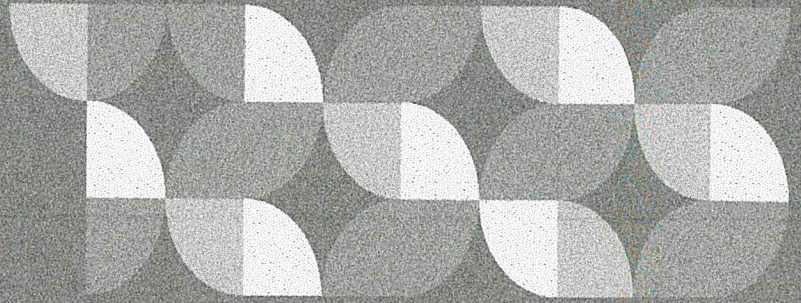
Item(s) Subtotal: \$190.40
Shipping & Handling: \$12.15
Free Shipping: -\$12.15

Total before tax: \$190.40
Estimated tax to be collected: \$0.00

Grand Total: \$190.40

To view the status of your order, return to [Order Summary](#).

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature



Final Details for Order #113-8472270-7450628

[Print this page for your records.](#)

Order Placed: May 14, 2021
Amazon.com order number: 113-8472270-7450628
Order Total: \$0.00

Shipped on May 16, 2021

Items Ordered

1 of: *Childcraft - 1398980 Tricycle, 12 inches Seat Height, Orange*
Sold by: Amazon.com Services LLC

Price

\$0.00

Condition: New

Shipping Address:

WENDY DILLWORTH
422 E SOUTH ST
KALAMAZOO, MI 49007-5809
United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

Gift Card

Billing address

WENDY DILLWORTH
422 E SOUTH ST
KALAMAZOO, MI 49007-5809
United States

Item(s) Subtotal: \$0.00
Shipping & Handling: \$0.00

Total before tax: \$0.00
Estimated tax to be collected: \$0.00

Grand Total: \$0.00

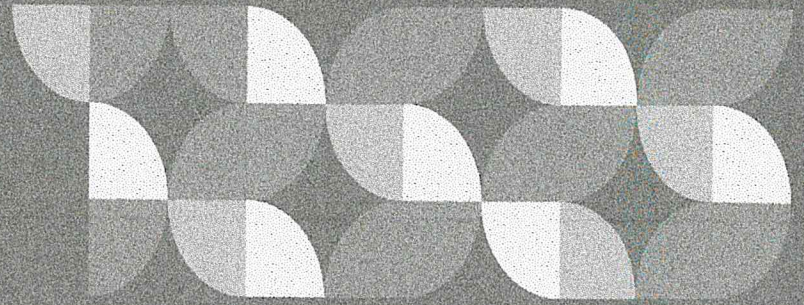
Credit Card transactions

MasterCard ending in 8022: June 27, 2021: \$195.40

To view the status of your order, return to [Order Summary](#).

Have an issue with your gift card? Read about [common issues](#) or [contact us](#).

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature

Invoice



Zoom Video Communications Inc.
55 Almaden Blvd, 6th Floor
San Jose, CA 95113

Invoice Date: Jul 6, 2021
Invoice #: INV95643611
Payment Terms: Due Upon Receipt
Due Date: Jul 6, 2021
Account Number: 7001268482
Currency: USD
Account Information: KRESA Head Start

Federal Employer ID Number: 61-1648780

Sold To Address: 1819 E Milham Ave,
Portage, Michigan 49002
United States

Purchase Order Number:

Tax Exempt Certificate ID: 38-1709020

rachel.roberts@kresa.org

Zoom W-9

Bill To Address: 1819 E Milham Ave,
Portage, Michigan 49002
United States

rachel.roberts@kresa.org

Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & OTHER CHARGES	TOTAL
Charge Name: 500 Participants meeting Monthly				
Quantity: 1 Unit Price: \$50.00	Jul 6, 2021-Aug 5, 2021	\$50.00	\$0.00	\$50.00
		Subtotal		\$50.00
		Total (Including Tax)		\$50.00
		Invoice Balance		\$0.00

Taxes, Fees & Other Charge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR OTHER CHARGE AMOUNT
			Total Tax	\$0.00

Transactions

Invoice Total **\$50.00**

TRANSACTION DATE	TRANSACTION NUMBER	TRANSACTION TYPE	DESCRIPTION	APPLIED AMOUNT
Jul 6, 2021	P-104445048	Payment		(\$50.00)
			Invoice Balance	\$0.00

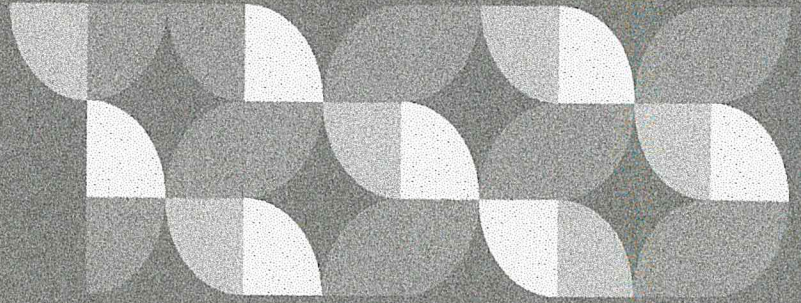
Need help understanding your invoice?

[CLICK HERE](#)

This plan includes products with monthly and/or yearly subscription periods. The subscription period for each plan, and the total charge, \$50.00 (plus applicable taxes and regulatory fees), per subscription period for that product are set out above in the Charge Details section. Unless you cancel, your subscription(s) will auto-renew each subscription period and each subscription period thereafter, at the price(s) listed above (plus any taxes and regulatory fees applicable at the time of renewal) and your payment method on file at zoom.us/billing will be charged. You can cancel auto-renewal anytime, but you must cancel by the last day of your current subscription period to avoid being charged for the next subscription period. You will not be able to cancel your "base plan" (Zoom Meetings, Zoom Phone, or Zoom Rooms) without first canceling all other subscriptions in your plan. If you cancel, you will not receive a refund for the remainder of your then-current subscription period. You can cancel by navigating to zoom.us/billing and clicking "Cancel Subscription," clicking through the prompts, and then clicking to confirm cancellation. Should Zoom change its pricing, it will provide you with notice, and you may be charged the new price for subsequent subscription.

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

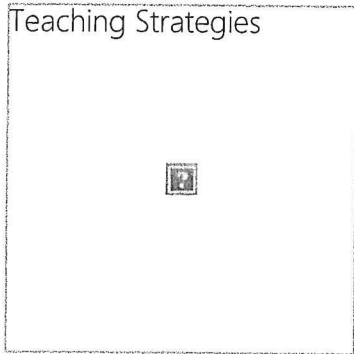
Date of Request

Reason for Purchase

Administrator's Signature

From: Teaching Strategies
To: Rachel Roberts
Subject: Order E006335 confirmed
Date: Tuesday, July 6, 2021 1:31:58 PM

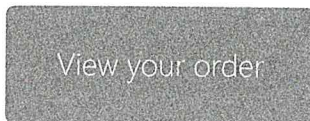
*****ATTENTION:** This email was sent from an external source. Please be extra vigilant when opening attachments or clicking links.***



ORDER E006335

Thank you for your purchase!

Hi Rachel, we're getting your order ready to be shipped. We will notify you when it has been sent.



or Visit our store

Order summary



The Creative Curriculum® for Preschool Teaching Guide:
Boxes Study × 2 \$220.00



The Creative Curriculum for Preschool® Gardening
Study × 2 \$220.00



The Creative Curriculum® for Preschool Teaching Guide:
Roads Study × 2 \$220.00



The Creative Curriculum® for Preschool, Expanded Daily
Resources × 1 \$1,420.00

Subtotal **\$2,080.00**

Shipping **\$185.25**

Total **\$2,265.25 USD**

Customer information

Shipping address

RACHEL ROBERTS
KRESA Head Start/GSRP
422 East South Street
Kalamazoo MI 49007
United States

Billing address

Rachel Roberts
Kalamazoo RESA HS GSRP
Administration Office
1819 East Milham Avenue
Portage MI 49002
United States

Shipping method

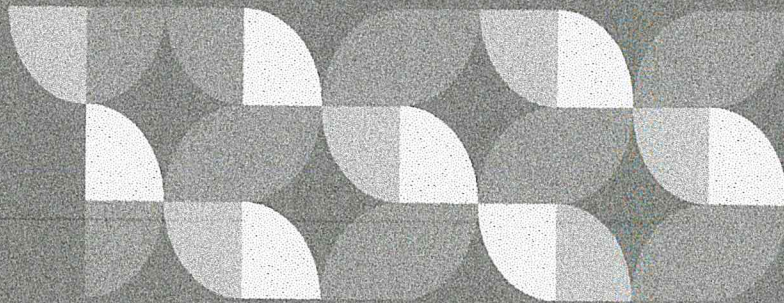
Standard

Payment method

 Payment method — **\$2,265.25**

If you have any questions, reply to this email or contact us at support@teachingstrategies.com

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature

Confirmation

*Your reservation is confirmed
please make a note of the Confirmation Number.*

Confirmation Number rempr14415

You are booking:

Number of Rooms 1

Room Type Main Lodge Garden Queen

Nights Stay 1

Arrival Date Tuesday, September 14, 2021

Departure Date Wednesday, September 15, 2021

Adults 18+ 1

Group booking Mi Head Start Association Fall Assembly 2021

Mi Head Start Association Fall [details](#)

Subtotal \$189.00

Resort Levy Income \$18.90

Mackinac Island Occupancy Tax \$5.67

Room Sales Tax \$11.34

Deposit due at time of booking \$224.91

Total \$224.91

Guest Name Rachel Roberts of Kalamazoo RESA

Address 1819 MILHAM RD

City PORTAGE

State/Province MI

Zip/Postal Code 49002 United States

E-mail Address Rachel.Roberts@kresa.org

Phone 2692509849

Credit Card Mastercard *****8022 Expiry 9/2024

Cancellation:

Due to the COVID-19 pandemic, our 2021 cancellation policy is 48 hours. This is subject to change in 2022. Please note that all cancelled reservations are subject to a \$25.00 processing fee.

Deposit:

All reservations require a valid credit card. A credit card deposit equal to one night's stay is due at the time of booking. The deposit will be inclusive of room taxes - resort levy - and luggage transfer fees.

Modification:

Please note that a change in the length, dates or number of rooms in your reservation may result in a rate change or additional fees.

Luggage Fees:

Due to the unique of the horse-driven transportation system on Mackinac Island, we do charge a minor fee to cover the cost of transporting luggage seamlessly from the dock to the resort. A \$6.00 fee per adult will be charged for luggage transfer. This amount is subject to change.

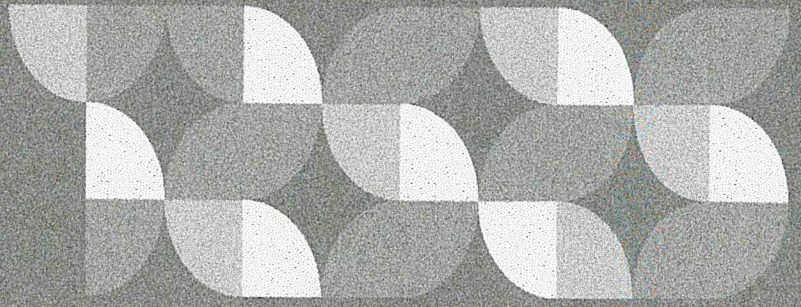
Check In/Check Out:

Check in time is 4:00 PM, check out time is by 11:00 AM. Please note that early and late check outs cannot be guaranteed and may impose a fee. To request early or late check outs, please contact us at 800.833.7711 for additional information.

Children:

Children 17 years and under stay for free with an accompanied adult. Kids under 12 also have the option of dining off our complimentary kids' menu when with a paying adult at select dining outlets.

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature

ISLAND HOUSE HOTEL

MACKINAC ISLAND ~ ESTABLISHED 1852

GUEST FOLIO

Bethany Foote
1819 MILHAM RD
PORTAGE, MI 49002

Folio # 254716

Arrival Wednesday Sep 15, 2021

Departure Friday Sep 17, 2021

Nights 2

Adults 2 Children 6-13 0 Under 6 0

ROOM NUMBER **11**

RATE PLAN **PINE**

Charge Summary

Nightly Charges 0.00

Taxes \$0.00

Total Charges \$0.00

Payments \$0.00

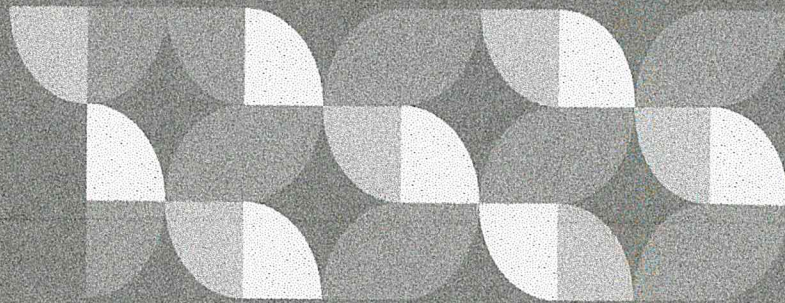
Total Due 0.00

Summary of Guest Charges

<u>Date</u>	<u>Description</u>	<u>Price</u>	<u>Qty</u>	<u>Extended MICVB & Cost Hotel Levy</u>	<u>MI State Tax</u>	<u>Total Charge</u>	<u>Balance</u>
Tue 7/13/21	Adv. Dep. Rev. MC	-418.86	1	-418.86	0.00	0.00	-418.86 I
Fri 8/6/21	Guest Refund MC	393.86	1	393.86	0.00	0.00	393.86 I
Fri 8/6/21	Forfeited Guest Payment	25.00	1	25.00	0.00	0.00	25.00 I

Island House Hotel ~ PO Box 1410 Mackinac Island, MI 49757 ~ 800.626.6304 ~ www.theislandhouse.com ~ info@theislandhouse.com

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature

From: [Rachel St. John](#)
To: [Rachel Roberts](#)
Subject: Fw: Transaction Receipt from OAISD Instructional Services for \$10.00 (USD)
Date: Wednesday, July 14, 2021 3:33:40 PM

Here is my receipt. Thank you!

Rachel St. John
Kalamazoo RESA
Early Childhood Specialist
269.312.0044

"Do the best you can until you know better. Then, when you know better, do better" Maya Angelou

From: Auto-Receipt <noreply@mail.authorize.net>
Sent: Wednesday, July 14, 2021 3:32 PM
To: Rachel St. John <rachel.st.john@kresa.org>
Subject: Transaction Receipt from OAISD Instructional Services for \$10.00 (USD)

*****ATTENTION:** This email was sent from an external source. Please be extra vigilant when opening attachments or clicking links.***

Order Information

Description: Essential Instructional Practices for Early Mathematics/3346
Invoice Number 3346
Customer ID 739515

Billing Information

Rachel Roberts
1819 E Milham
Portage, MI 49002
rachel.st.john@kresa.org

Shipping Information

Rachel St John

Total: \$10.00 (USD)

Payment Information

Date/Time: 14-Jul-2021 15:32:25 EDT
Transaction ID: 42802158076
Payment Method: MasterCard xxxx8022
Transaction Type: Purchase
Auth Code: 041528

Merchant Contact Information

OAISD Instructional Services
Holland, MI 49424
US
ewatson@oaisd.org



FIFTH THIRD BANK

FIFTH THIRD BANK
PO BOX 740523
CINCINNATI OH 45274-0523


00
3210HAAA - 000417 - 0001 - 0001 - 2



MEMO STATEMENT

ACCOUNT NUMBER	XXXX XXXX XXXX 0834
STATEMENT DATE	07-21-21
TOTAL ACTIVITY	\$64.94

** MEMO STATEMENT ONLY **
DO NOT REMIT PAYMENT


 TONI SERGEANT **N0000417
 TAX EXEMPT ORGANIZATION
 C/O SCOTT THOMAS
 1819 E MILHAM AVE
 PORTAGE, MI 49002-3035

CARDHOLDER SUMMARY					
TONI SERGEANT XXXX XXXX XXXX 0834	Purchases And Other Debits	+	Cash Advances	- Credits =	Total Activity
Cardholder Total	\$64.94		\$0.00	\$0.00	\$64.94

CARDHOLDER ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description	VCN	Amount
07-07	07-06	55429501187852628336839	PAYPAL *COMMUNITYAC 4029357733 CA		25.00
07-15	07-14	05436841196400131878403	WM SUPERCENTER #5064 KALAMAZOO MI		39.94

CUSTOMER SERVICE CALL 1-800-375-1747 LOST/STOLEN CARDS CALL 1-800-375-1747	ACCOUNT NUMBER XXXX-XXXX-XXXX-0834	ACCOUNT SUMMARY	
	STATEMENT DATE 07/21/21		
SEND INQUIRIES TO: FIFTH THIRD BANK PO BOX 740523 CINCINNATI OH 45274-0523	CREDIT LIMIT \$500.00	PURCHASES & OTHER CHARGES	\$64.94
	DISPUTED AMOUNT \$0.00	CASH ADVANCES	.00
		CASH ADVANCE FEES	.00
		CREDITS	.00
		TOTAL ACTIVITY	\$64.94

Kalamazoo RESA Purchasing Card Reconciliation Form

Staff Member: Toni Sergeant

Card Number: 0834

PURCHASES

Date*	Vendor	Description/Purpose	Amount	ASN #	Receipt Attached?
07/06/21	Paypal	Event booth fee to Community Action Agency	\$ 25.00	64881	Yes
07/15/21	Walmart	Canopy weights	\$ 39.94	64881	Yes
Total of Amount of Purchases			\$ 64.94		

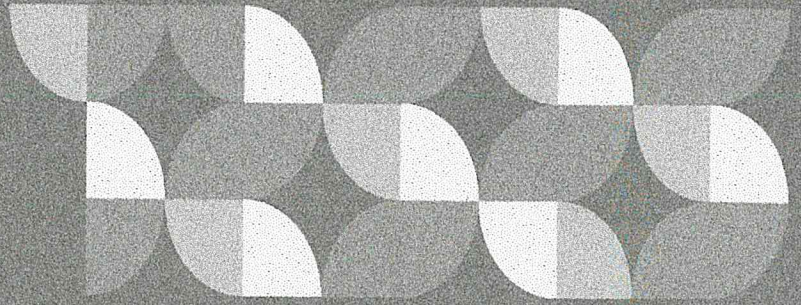
Summary By ASN #:	ASN <u>64881</u> \$ <u>64.94</u>	ASN \$ -		ASN \$ -
	ASN \$ -	ASN \$ -		ASN \$ -
	ASN \$ -	ASN \$ -		ASN \$ -

*Cut Off Date is the 21st of Each Month

Employee Signature Toni Sergeant Supervisor Signature [Signature]

Instructions: Record purchases as they are made throughout the month up to the 21st. When you receive your purchasing account statement (around the 25th of the month) check it against this reconciliation form. After checking, sign this form indicating you have balanced your account and have it signed by your supervisor. Send this form, statement, and receipts for all purchases to the **Business Office by the 30th of the month.**

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature

7/15/21
Toni's card.
Canopy weiguts
for Recruitment/
family events.

Toni

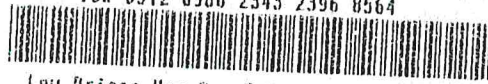
Give us feedback @ survey.walmart.com
Thank you! ID #:7QCR2R1RV006

Walmart *

269-373-1314 Mgr:TBD
6065 GULL RD
KALAHAZOO HI 49048

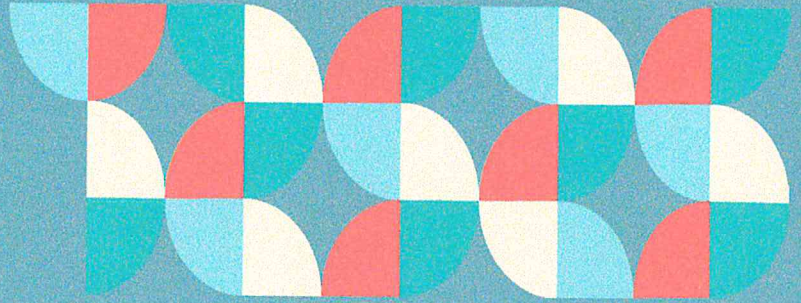
ST# 05064	OP# 005038	TE# 08	TR# 04962	
CANOPYHEIGHT	067759933565			19.97 0
CANOPYHEIGHT	067759933565			19.97 0
		SUBTOTAL		39.94
		TOTAL		39.94
		MCARD TEND		39.94

MASTERCARD **** * 0034 Y I
APPROVAL # 049340
REF # 1042600314
ATD 8000000041010
ABC D07DA7D106FEDBBB
TERMINAL # SC010212
07/14/21 15:12:35
CHANGE DUE 0.00
ITEMS SOLD 2
TC# 0512 0966 2343 2396 8564



Low Prices You Can Trust. Every Day.
07/14/21 15:12:58
CUSTOMER COPY

Credit Card Purchase Request



Personal Information

First Name

Last Name

Details

Date of Request

Reason for Purchase

Administrator's Signature

Toni's card

EVENT BOOTH Fee Recruitment

Toni Sergeant

From: service@paypal.com
Sent: Tuesday, July 6, 2021 9:18 AM
To: Toni Sergeant
Subject: Receipt for your donation to Community Action Agency of South Central Michigan

*****ATTENTION:** This email was sent from an external source. Please be extra vigilant when opening attachments or clicking links.***

Hello, Toni Sergeant

Event is Aug. 25



You donated \$25.00 USD to Community Action
Agency of South Central Michigan

Donation Details

Date:	July 6, 2021
Transaction ID:	3721-5186-9468-3296
Purpose:	Project Connect
Donation to:	Community Action Agency of South Central Michigan
Donation from:	toni.sergeant@kresa.org
Donation amount:	\$25.00 USD

Funding Sources Used (Total)

MASTER_CARD x-0834

\$25.00 USD

Amount you paid:

\$25.00 USD

The transaction will appear on your credit card statement as PAYPAL *COMMUNITYAC.



Use PayPal next time.

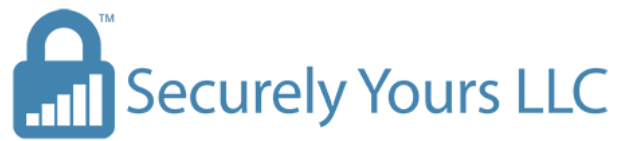
Your PayPal account makes donating quick
and secure.

Log in to PayPal



[Help & Contact](#) | [Security](#) | [Apps](#)

2. Instructional Services Update - Ms. Mindy Miller
 - a. Approval of new Literacy Consultant position
 - b. KFLEx enrollment update
 - c. New Culture/Climate Specialists starting this month
 3. Special Education Update - Ms. Angela Telfer
 4. Continuous Improvement Update - Ms. Mindy Miller
 - a. Feedback from August Administrative Retreat
 - b. Sept. Admin Team meeting - Goal setting work session
- C. Career and Talent Development Report - Mr. Eric Stewart, Mr. Cameron Buck, Mr. Bryan Zocher, Ms. Sarah Mansberger, and Ms. Paige Daniels**
1. Discover Update - Paige Daniels
 - a. WMU Partnership Update - Leadership in Business
 2. Ignite Update - Mr. Cameron Buck
 - a. Start of School Year
 - b. Principal Onboarding
 3. Launch Update - Ms. Sarah Mansberger
 - a. Michigan Works! Service Center expiration of enhanced unemployment benefits
 - b. Michigan Works! Video
 4. CTD Update - Mr. Eric Stewart
- D. Human Resources/Operations Report - Mr. Tom Zahrt**
1. COVID-19 Response Plan Update
 - a. Asymptomatic students
 - b. Health Resource Advocates
- E. Technology Report - Mr. Brian Schupbach**
1. WiFi coverage expanded and improved at Kalamazoo Juvenile Home
 2. ERP Project Update
 3. Cyber Security RFP



**Kalamazoo RESA (KRESA)
Cyber Security Bid
August 2, 2021**

131 Guilford Road, Bloomfield Hills, MI 48304
Office (248) 723-5224 Fax (866) 531-8620
www.securelyyoursllc.com

August 2, 2021

Brian Schupbach
Asst. Supt. For Technology
Kalamazoo RESA
1819 E. Milham Rd
Portage, MI 49002

Dear Brian:

Securely Yours LLC (“SY”) is delighted to present this scope of work to assist Kalamazoo RESA (KRESA) with their cyber security bid Request for Proposal. We are excited about the possibility of working together and are confident that our team and approach can exceed the value you expect. As you review this response, we would like to draw your attention to a few key points that demonstrate the experience and value we bring to you, and why our clients feel that SY is the best choice as a security company. We provide the following:

- *Experienced personnel* – Our team of professionals have numerous years of security and industry experience. Our consultants have supporting certifications in security and related disciplines to develop practical recommendations that are applicable to your business. All our professionals have at least of the security related certifications (CISSP, CISA, CISM) and have heavy "white hat" experience. By engaging SY, KRESA will have access to the best security specialists available - Professionals with creative ideas to make your security program even better.
- *Methodologies and tools* – We have leveraged our experience to develop a repeatable and proven methodology. When the assessment approach is repeatable, proven, and structured, clients benefit by receiving service that has been vetted. We have a robust assessment methodology, an architecture design methodology, and security tools that increase our efficiency and reduce project costs and duration.
- *Unique Services* – SY is a pioneer when it comes to developing new and creative security services for our clients. One such service is the Virtual (or temporary) Chief Information Security Officer (CISO). We initially offered this service in 2010 and have been performing this service for several of our clients since then. Some of the other unique services include development of security tools/apps to assist our clients with security management.
- *Regulatory knowledge* - We are familiar with the various regulatory and industry requirements that affect today’s business. Our approach verifies that the results of the security assessment are consistent with ISO, NIST, PCI, HIPAA and various other standards.

- *From Thought to Finish* – Our professionals are not only experienced in providing high level recommendations on improving an information security program, but also can ensure the proper implementation of recommended security solutions. Our professionals will be available to provide periodic counsel and guidance to ensure that our recommendations are achieving the desired results.

Thank you for giving us the opportunity to propose on this engagement. If this SOW accurately reflect the terms on which KRESA has agreed to engage SY, please sign this SOW and return a copy to President and CEO, Sajay Rai, at the address provided above.

Yours very truly,

Securely Yours LLC

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Firm Profile

Provide general information on the responding firm, including name, business address, local telephone number, officers of the firm, and contact person for this project.

Securely Yours LLC (SY) is a Michigan based Limited Liability Company (LLC). It is a single member LLC. SY is a 100% cyber security company and provides cost-effective innovative solutions in the area of information security, cyber security, IT risk, disaster recovery, business continuity and IT audit.

SY office is located at 131 Guilford Road, Bloomfield Hills, MI 48304. The telephone number is 248-723-5224.

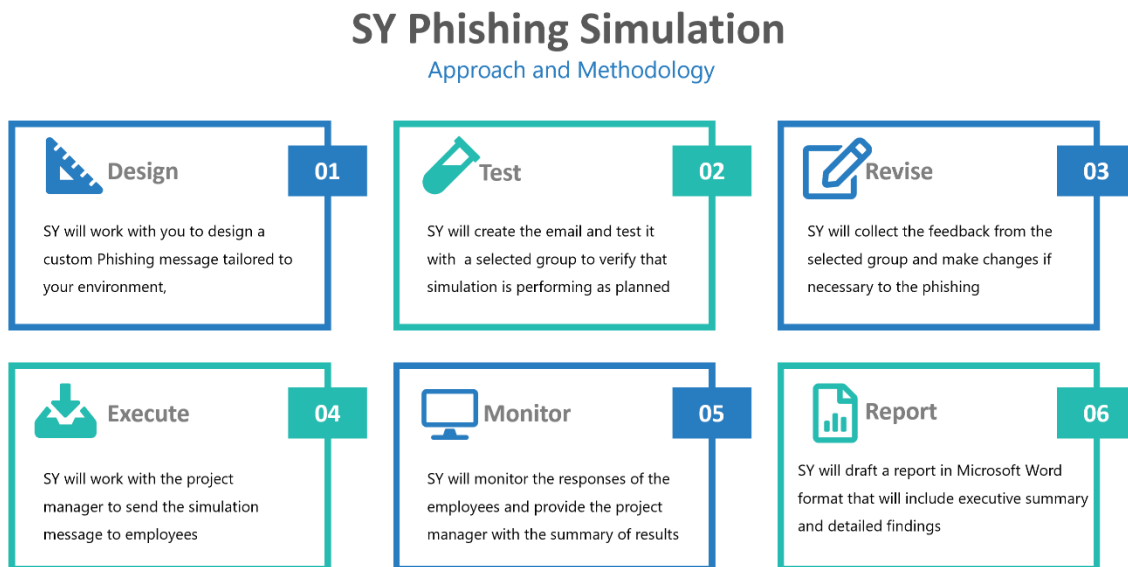
SY's single member is Sajay Rai. He is the President & CEO of the company. Other leaders of the company include Philip Chukwuma (Chief Technology Officer), Richard Cozart (Chief Mobility Officer), Bill Hildebrandt (Chief Scientist) and Dr. Joe Adams (Chief Knowledge Officer).

The contact person for this project will be Sajay Rai. Email sajayrai@securelyoursllc.com. Cell number 216-288-4727.

Scope of Services

Item 1: Perform phishing campaign on all email accounts and provide recommendations for security awareness training. Offer recommendations to further enhance email security.

SY provides customized phishing campaigns using an approach which is consistent with industry best practices. The benefit our clients get is that they can customize the phishing theme as well customize the way the campaign is rollout. Below is our phishing methodology:



SY will work with KRESA to customize the phishing topic which may include but limited to:

Government	This type of email looks like it originated from a federal body, such as the FBI, and tries to scare you into providing your information.
Friendly Tactic	This type of email appears to come from a friend, co-worker, or family member.
Billing Problem	This type email states that an item you purchased online cannot be shipped to you because the credit card was expired.
Account expiration	This type of email falsely explains that your account is about to expire.
Virus	This type of email states that your computer has been infected! And you have to download special software to fix it.
Contest/ Giveaway	This type of email claims you can win or already won a prize.
Wrongful accusation	This type of email will state you have done something wrong and offer the chance to defend yourself.
Checkup	This type of email claims its conducting a routine security procedure and requests that you verify your account by providing information.

Some examples of the phishing topics are listed below:

- A. You Missed a Delivery Shipping notice with a fake Package tracking link
- B. Security notice warning of "unusual log in activity" such as logged in from another country.
- C. Meeting Request from CEO/CFO/VP or another executive
- D. Account Has Been Locked. Click here to unlock
- E. Notice of HR Violation. Click here for more details
- F. Notice of Revised Salary. Click here for more details
- G. Your Password does not meet the security requirements and will be disabled unless you change it now.
- H. Tech Support: You have an error on Your computer, click here to resolve this issue.
- I. Encrypted Mail, click here to read this email
- J. Fake LinkedIn or another social media invite.
- K. Supervisor review Survey
- L. Free Lunch, place your Order by clicking here
- M. Fake eFax. Click here to view
- N. Free Gift

Item 2: Perform penetration tests on backups both on premise and in AWS. Ensure proper “air gaps” exist. Provide any needed recommendations to ensure backups are secure.

SY has been performing penetration testing (and vulnerability scanning) for decades and will use the following methodology to perform the pen test. Although the focus is for only backup environment, the following methodology reflects our approach for other environments as well.

Penetration Testing Approach

Network vulnerability assessment services provide the most real-world risk analysis available when determining the threat exposure of a company’s digital infrastructure and assets. An ideal security testing provider must embrace a proven approach to assess and mitigate information risk, and have vast experience in information security with people whose skills range from deep

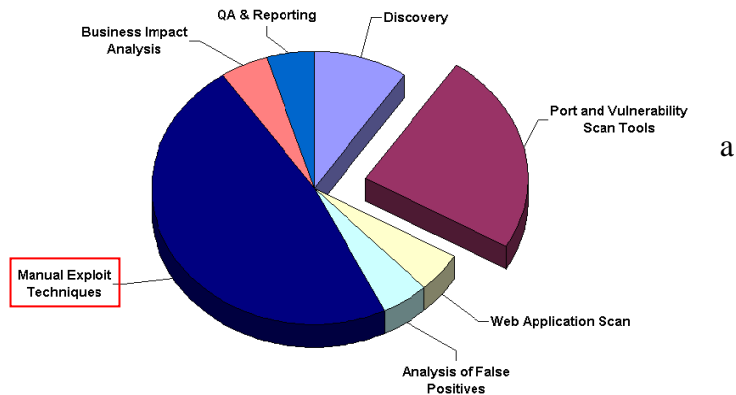
technical security to those with recognition of the bigger risk picture. Most importantly, the provider must have the capability and experience with projects of this nature and scope.

SY possesses each of these qualities and is committed to strengthening and extending our relationship with KRESA. As seen in this proposal, SY’s assessment services constitute a highly evolved and structured approach to assessing the security of your systems. Our understanding of the KRESA requirements is to identify not only their external-facing network devices, but also to define a course of action to resolve the identified security issues.

SY has world-class personnel and assessment resources that will be assigned to this important engagement. Our assessment and diagnostic tools will provide comprehensive and thorough evaluation and analysis of the KRESA information technology and network infrastructure.

Derived from extensive hands-on experience, our network penetration testing methodology provides a “real life” test of a company’s exposure to known security threats and vulnerabilities by focusing on exploiting network and systems vulnerabilities. Our testing methodology emphasizes manual testing techniques and vulnerability linkage. It is this emphasis that sets SY apart from other security vendors, and provides more value to our clients.

Methodology Breakdown of Effort



We use commercial, freeware and proprietary tools to equip and enable our testing teams, to provide complete solution. Tools are not capable of mimicking the thought processes and behavior of human testers, and our professionals continually find new methods of attack, vulnerability linkages and vulnerability combinations, and application logic flaws that can lead to exploitation.

Our proposal describes the proposed deliverables that reflect the findings and details of our assessment. In particular, our deliverables will reflect the need for clear, understandable and actionable information and results needed by those responsible for implementation. Finally, our deliverables will include details gathered during our assessment that formed the basis of the information technology assessment results.

Discovery Tasks

<p>Enumerate Network</p>	<p>SY has developed a proprietary methodology and toolset to efficiently identify domain names and associated networks related to a particular corporation. SY security professionals will query Network Solutions, American Registry for Internet Numbers (ARIN), Réseaux IP Européens (RIPE), Asia Pacific Network Information Center (APNIC) and other databases in a methodical fashion to discover domains and IP network ranges associated with KRESA.</p> <p>In addition, SY security professionals will query additional databases, such as the SEC Edgar database, to determine subsidiaries or related entities with domain names that are related, yet not directly attributable, to KRESA.</p> <p>After identifying the appropriate KRESA networks, SY will systematically determine access paths into the network by “tracerouting” each network. As required, SY may use special tools to traceroute to specific TCP or UDP ports, effectively bypassing traditional ICMP filtering rules. Thus, SY can identify both “legitimate” access paths and access paths of which KRESA may not be aware.</p>
<p>Interrogate DNS</p>	<p>SY will perform a query of Domain Name Services (DNS) to obtain as much information as possible about KRESA. A search for host records will be performed by attempting zone transfers on DNS servers. SY will search for address records and also look for any domain name record that may provide “enticement” information, such as the system type. If “bulk” zone transfers are prohibited, we will attempt to brute-force resolve hostnames one-by-one until we have a listing of hostnames and IP addresses of Internet-connected systems.</p> <p>In addition to the aforementioned DNS interrogation, we will query KRESA DNS servers. This may allow us to determine the domains that are represented on its primary DNS servers.</p>
<p>Identify Hosts</p>	<p>SY security professionals will attempt to programmatically map the existing KRESA Internet presence. As required, SY may use tools that utilize “TCP” packets. Thus, if the border router blocks ICMP, these tools will enumerate systems behind the router by taking advantage of “allowed” access paths (e.g., access to port 80).</p>

Our methodology is dynamic and flexible, which allows us to customize our activities and testing phases for each individual client’s environment, priority and assessment needs; thus, the

activities executed during the assessment may or may not include all of the activities and tools mentioned in this proposal.

Network Vulnerability Assessment Methodology

Our network vulnerability methodology enables a standardized and consistent approach in executing security assessments for companies as they become increasingly aware of the threats and the risk in protecting their data and the supporting infrastructure. This methodology is part of our security assessment and is therefore designed to help companies understand their current information security posture, and prioritize improvements. Our methodology is divided into these phases:

Phase I: Internet Discovery

SY will start with identifying the Internet profile of KRESA. An Internet profile or “footprint” is created from computer addresses and other information on KRESA’s Internet-connected networks using proprietary and public tools, manual tasks and publicly available information. SY security professionals will start with the known IP addresses provided by KRESA but will also take the “unknown presence” (e.g., KRESA) and reduce it to a specific range of domain names, IP network ranges and host systems. Where possible, host systems will be identified by platform, operating system, version and application.

Phase II: Internet Vulnerability Identification

After KRESA has verified the results from the previous tasks in the discovery phase, SY will proceed to programmatically scan the computer addresses using a combination of public, proprietary and commercially available tools.

Vulnerability Identification Tasks	
Scan Services	<p>Once systems that are “alive” and connected to the Internet have been identified, SY will begin a “service scan.” This scan includes determining what service ports (TCP/UDP) are present and listening. Identifying listening ports is critical to determining the type of operating systems and applications in use. The type or combination of service scans employed will vary based upon the “stealth” factor of the review.</p> <p>These service scans may include:</p> <p>Standard TCP/UDP scans: These are the most common and basic types of port scans.</p> <p>Stealth scans: FIN, SYN and ACK scans. By setting these flags on the TCP packet, malicious packets can often evade detection. In addition, some rudimentary access control devices are flawed and allow these types of packets to pass through to internal systems.</p>

Vulnerability Identification Tasks	
	<p>TCP fingerprinting: This type of technology is extremely powerful and enables us to quickly ascertain each host's operating system (O/S) with a high degree of probability. TCP fingerprinting generally requires access to only one listening service port; thus, it is possible to determine the exact operating system of the target by sending specially created packets to one open port (e.g., port 80). This information will allow the SY profiling team to mount a very focused and methodical attack against the target system.</p> <p>Other scans: Fragmentation scanning TCP reverse ident scanning FTP bounce attack</p>
Retrieve Information	<p>After determining the listening ports on each system connected to the Internet, we will attempt to extract as much information as possible from the target system. This includes banners or other information specific to a listening port. Information provided by services such as SMTP or NetBIKRESA may allow SY to obtain user information, while it may be possible to obtain detailed configuration information from HTTP, SSL or SNMP. This information provides an enticement to Internet users and may directly aid an unauthorized user in compromising the security of the target system.</p>
Assess Vulnerabilities	<p>SY has developed a toolset that mirrors our methodology, allowing us to quickly and methodically collect relevant data. This toolset is a collection of public, commercial and proprietary tools, allowing flexibility and customization for each client's specific environment.</p> <p>SY proprietary tools include automated profiling scripts and specific exploitation techniques not available in commercial scanners. These tools have been designed by SY security professionals via experience gained from years of performing similar attack and penetration engagements. These field-proven tools use the footprint data from the earlier phase to enable a precise attack against the target systems. This pinpoint focus of attack can be</p>

Vulnerability Identification Tasks	
	<p>customized based on computer address, vulnerability or protocol.</p> <p>The SY toolset contains web server assessment tools that enable SY security professionals to perform checks against web servers based on the platform used. These checks identify unpatched web servers and potentially dangerous files and CGIs. These scans can be tailored to identify known and unknown files as well as attempt the enumeration of data.</p> <p>Additionally, the toolset contains network-focused assessment tools that are used to assess whether Internet-facing servers or services running on those servers are vulnerable to remote exploits that may result in unauthorized access, information leakage, or denial-of-service attacks.</p>

Phase III: Internet Exploitation

Based upon the results of the vulnerability identification phase, and with KRESA's permission, SY will optionally attempt to penetrate its systems. Proprietary SY tools and techniques, as well as widely available exploits, will be used in an attempt to circumvent the security of the selected systems.

Exploitation Tasks	
Validate Identified Issues	The SY team takes the results from the vulnerability scans, eliminates any false positives and begins to link vulnerabilities to the results.
Link Vulnerabilities	In many instances, SY "vulnerability linkage" techniques have led to the compromise of our client's networks. Examples of interdependencies include exploitation of trust relationships, circumvention of router filtering rules, use of reverse telnets through firewalls and "routing" through non-routable protocols.
Perform administration attacks	The SY team will target services running which are inherently insecure, as well as services that are needed but have been not been configured securely. This includes attempts to exploit weaknesses in Windows NT services such as NetBIKRESA, and UNIX services such as rlogin, rsh and rexec. Attempts to exploit password composition vulnerabilities will also be made through use of intelligent brute force guessing utilities.

Exploitation Tasks	
Perform Data Driven Attacks	Using exploit code and proprietary utilities, SY will construct and send specific data to active vulnerable services that can cause a buffer overflow or remote execution of code. Buffer overflow attacks are designed to exploit vendor program functions that do not perform proper bounds checking and allow remote command execution on the system. SY creatively constructs these exploits to enable execution of commands that lead to administrative access to the vulnerable system.
Conduct Protocol Manipulation Attacks	The SY team will attempt to gain system and network access by executing attacks that exploit trust relationships, and bypass network filters by spoofing source IP addresses and DNS names. These attacks sometimes fool the target system into believing we are a trusted user or system and grant access.
Execute Local Attacks	If we are successful at gaining user-level access to a system, we will attempt to elevate our privileges to an administrative level by exploiting local vulnerabilities.
Escalate Vulnerabilities	When systems are exploited, the SY team will attempt to use the compromised systems as ‘stepping stones’ to identify and compromise KRESA’s systems not otherwise visible to an external attacker. This includes running cracking software against the local passwords, and using those cracked ID and password combinations to gain access to additional systems. Further, the team will use the combinations to search the systems for references to trust relationships, administrators and remote systems.
Analyze Risk	At the conclusion of the Internet assessment, SY will evaluate the areas it was able to exploit, and will rate the findings based on the risk each pose to KRESA.

Web Application Vulnerability Assessment Methodology

SY provides application security assessments that address SANS Top 25 as well as Open Web Application Security Project (OWASP). SY performs static binary analysis, dynamic analysis, and manual analysis. Depending on the applications identified by KRESA, SY may perform one or more of the analysis. Our approach is NIST based and is designed to be a continuous process. The elements addressed by our approach, as shown below, include the identification of the following:

- Web application issues
- Technical vulnerabilities
- Security vulnerabilities
- Architecture and logical vulnerabilities

- Other vulnerabilities not included in the above categories



SY will work with KRESA team to verify the types of tests which are necessary and confirm the list of tests which will be performed with the KRESA team:

Network Penetration Testing

- Gather network information and build system profiles
- Identify and exploit critical KRESA, device, service, and application vulnerabilities
- Replicate attacker attempts to access and manipulate data
- Pause/resume attacks to meet SLA requirements
- Leverage compromised systems as beachheads to attack other network resources through VPN and proxy pivots
- Test defensive technologies’ ability to identify and stop attacks

Client-Side Testing of End Users and Endpoints

- Crawl sites, search engines, etc. for potential target information
- Leverage a variety of templates or create custom phishing emails
- Use client-side exploits to test endpoint system security, assess defenses, and pivot to network tests
- Test security awareness with or without exploiting systems

Identity Discovery and Password Cracking

- Discover Windows NTLM hashes and attempt to determine plaintext passwords for those hashes

- Discover identities: usernames, passwords, Kerberos tickets/ e-keys, and SSH keys
- Utilize learned identities as part of multi-vector tests
- Automatically take control of systems via weak authentication manually or with the rapid penetration test wizard (RPT)

Web Application Penetration Testing

- Identify weaknesses in web applications, web servers and associated databases—with no false positives
- Test for all OWASP Top Ten web application vulnerabilities
- Dynamically generate exploits that can compromise security weaknesses in custom applications
- Import and validate results from web vulnerability scanners to confirm exploitability and prioritize remediation
- Pivot attacks to the web server and backend network
- Web services testing for web and mobile applications Mobile Device Penetration Testing
- Identify critical exposures posed by mobile devices on your network
- Evaluate the security of new mobile devices and related web services prior to deployment
- Access call and text logs, GPS data, and contact entries
- Embeddable Android Agent for Android devices

Item 3: Evaluate and test our Business Recovery Plan and Security Incident Response Plan. Provide recommendations as appropriate

SY LLC has developed a ten (10) step approach to DR planning and implementation. This approach is consistent with the guidelines provided by ISO, NIST and other BCP (Business Continuity Planning)/DR standards. Although KRESA has already executed and completed several of these steps, we wanted to provide the details of the 10 steps to put our suggested steps in context with the overall framework. SY will utilize this methodology to evaluate and test the recovery plans for KRESA.

The diagram below outlines the ten steps:



These 10 steps are split in three phases: Plan, Prepare, and Practice. During the Plan phase all the systems and stakeholders are identified. Through discussions with the stakeholders, a risk assessment is performed, RTO and RPO objectives are prioritized and identified and the recovery strategies are developed.

Plan Phase

Step 1: Obtain Management Commitment: Management support and involvement in the development and management of the DR process is essential to success of the overall program. Management should be responsible for coordinating the DR plan and ensuring its effectiveness. Management must allocate adequate time and resources to the development and maintenance of the DR plan for it to be effective.

Step 2: Establish a Planning Committee: Management must assist in the establishment and staffing of the planning committee. The Planning Committee must include critical stakeholders that will represent the organization. This group or the appointed designee generally will work with SY LLC to develop a plan that addresses disaster risks within the organization and develop a plan to effectively address the risks.

Step 3: Perform Risk Assessment: The Risk Assessment step helps to assess the current state of disaster planning. A business impact analysis (BIA) that includes various disasters is analyzed during this step. All applicable systems, resources, and facilities will be identified. SY LLC will analyze the safety of critical documents and data, vital records, intellectual property, and all the supporting systems. The result is a documented BIA which identifies the applications, systems and the facilities which may be at risk in case of a disaster.

Step 4: Establish priorities, RTO and RPO: Through discussions with various business functions, identified systems from Step 3 will be prioritized. Working with the various departments and functional business area, SY LLC will determine the recovery time objective (RTO) as well as the recovery point objective (RPO). This effort will take into account the critical needs of the department to become operational. These will include functional operations, key personnel, information, documents, policies and procedures, and information processing systems.

Step 5: Define Recovery Strategies and Procedures: Working with the management, SY LLC will assist the Committee to determine which recovery alternative best suites the organization. The alternatives will include any one of the following:

- Hot sites
- Warm sites
- Cold sites
- Reciprocal agreement
- Two data centers

SY will identify the best alternative for processing during a disaster. These will include facilities, hardware, software, communications, data files, customer service, IT infrastructure, and any supporting infrastructure for the business including 3rd parties. SY LLC, working with the DR Committee, will develop written agreements for the recovery alternatives.

Prepare Phase

During the Prepare phase, significant amount of discussion revolves around the technical aspects of the disaster recovery architecture and technologies. In this world of cloud computing, virtualizing and third party service providers, the disaster recovery architecture must be vetted out thoroughly and the stakeholders must understand the architecture prior to initiating the documentation of the DR plan and procedures.

Step 6: Collect Data: SY LLC and the DR Committee will collect information from management and stakeholders, as well as suppliers. This includes phone numbers, addresses, contact person and the alternate, notification checklist, master call list, insurance policies, computer inventory, etc. This information will provide the basis for the DR plan. It will also clearly identify the call tree required during a disaster.

Step 7: Document DR plan and procedures: The DR plan is created at this step. This document will include the DR policies that management has approved, all the contact information, the call tree, backup information, facilities, and user support. In addition, the recovery procedures for each system, detailing the steps for recovery, will be created. These procedures will also identify the individual responsible for executing the procedure.

The DR plan will also define the workflow for the recovery based on the defined priorities. As such, critical systems will be restored first. The DR plan is usually a living document and SY LLC will assist in integrating modifications to the DR plan with the Change Management system.

Practice Phase

In the Practice phase, the documented DR plan and procedures are put to test. The test scripts are created and the DR plan is tested with full tests and/or walk-through tests. Once the viability of the DR plan and procedures are verified, the DR plan and procedures are submitted for proper approval and publishing.

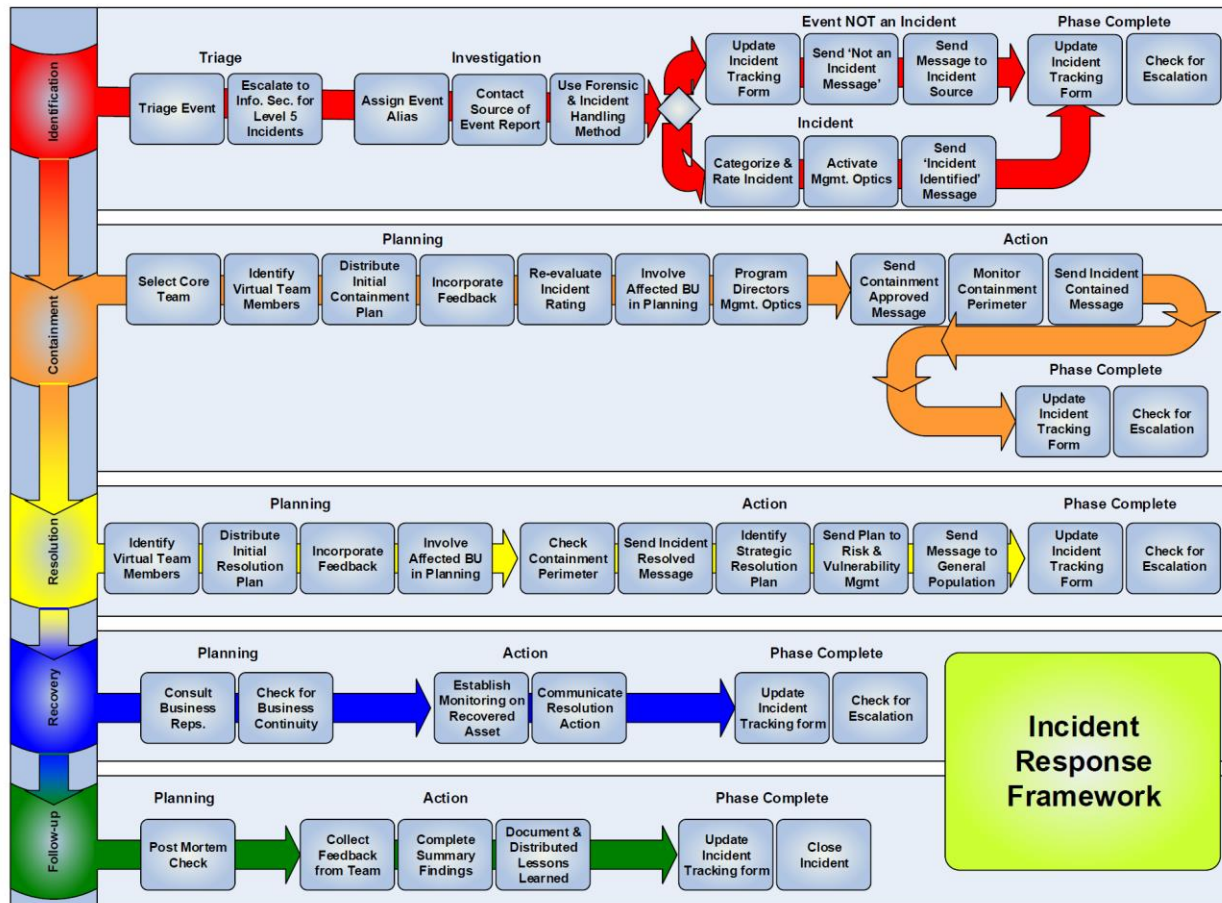
Step 8: Develop Test Scenarios and Walk-Throughs: During this step test scenarios are developed. These scenarios cover the critical systems and business functions. The test steps are identified and documented. This document becomes a living document and is updated every time the related infrastructure, systems or applications change. The test scripts also detail the walk-throughs for table-top exercises.

Step 9: Perform Testing: The following tests are usually conducted during this step:

- Checklist test
- Simulation/Table-top walk-through test
- Parallel test
- Partial interruption test
- Full interruption test

Step 10: Obtain Management Approval for the Plan: Once the DR plan has been developed and tested, management will then approve it and take ownership of the process. The ownership will include annual maintenance of the DR plan.

In addition, SY will utilize the SY Incident Response Framework outlined below to perform the evaluation and test of KRESA's incident response program.



Item 4: Evaluate application/systems patching practices. Provide recommendations as needed.

SY will utilize the below Patch Management framework to evaluate the application and systems patching practices and provide recommendations to KRESA.



Item 5: Provide consultation services to ensure best practices on current cyber security initiatives such as removal of local admin permissions on Windows computers, Network Access Control (NAC), and deployment of Multi-Factor Authentication (MFA). Provide an hourly rate for consultation time and estimated number of hours.

Our consultation rates will conform to the rates submitted to State of Michigan as SY is a vendor partner for State of Michigan. The rates are:

- Junior Consultant: \$65-\$85 per hour
- Consultant: \$85-\$125 per hour
- Senior Consultant: \$120-\$150 per hour

SY estimates that these tasks will take 8 hours for each activity (for example, review of removal of local admin permission on Windows computers will take no more than 8 hours). The deployment of MFA will depend on the type of MFA selected but if Duo or Okta is selected, the estimated hours is one hour per user for a total of 150 hours.

Item 6: Test to ensure production and guest networks are effectively isolated from each other.

We will review the network architecture and the firewall rules to ensure the proper isolation between the production and the guest wireless networks. The network architecture review will consist of reviewing the appropriate connection of Access Points within the network.

Item 7: Evaluate VPN connectivity for staff and vendors to ensure proper security configuration and protocols are in place

We will review the VPN architecture and verify both the client side and the server-side deployment to ensure the appropriate security controls, protocols and configurations are in place. It will also review the authentication and authorization protocols and provisioning process.

Appropriate review of the VLANs will be performed during VPN architecture review.

Item 8: Implement a new network monitoring solution to replace SolarWinds NPM which was compromised at the vendor development level earlier this year. Include all software and labor costs.

Securely Yours respectfully chooses not to bid for this item.

Item 9: Evaluate the effectiveness of current end-point protection and firewall solution and advice on whether a SIEM solution is needed. Provide quote for licensing and deployment if deemed necessary.

SY will evaluate the effectiveness of the end-point and firewall solution and assist KRESA in determining whether a SIEM solution is required. SY, through its sister company Securely Managed can provide a full Managed Security Service Provider (MSSP) Security Operation Center (SOC) solution including the licensing and deployment costs. We have partnered with AlienVault (An AT&T Company) to provide our clients this solution.

The sections below describes are services in the MSSP/SOC/24x7 monitoring space.

Our Solution

Our MSSP solution is based on AlienVault, now owned by AT&T and operated as AT&T Cybersecurity. AlienVault solution is a Unified Security Management (USM) solution that operates as USM Appliance and USM Anywhere and is a very quick solution to implement. The USM Anywhere is a cloud-based solution that is accessible from anywhere if you have the right credentials and link. AlienVault's USM Anywhere includes five essential security functions that provide enhanced visibility to your IT operating environment. These functions allow AlienVault USM to deliver threat detection, incident response, and compliance management across all IT environments. The security functions are:

- SIEM:
 - Log Management that ingests and analyzes logs from different systems including Windows, Linux, etc.
 - Open Threat Exchange (OTX) allows AlienVault USM to quickly identify if an endpoint has been compromised and provides over 19 million threat indicators daily from over 100,000 global contributors that investigate emerging threats.
 - Event Correlation that puts together all the events in your IT environment and raises an alarm if an incident is identified.
 - Incident response that can be used as is or integrated into you existing incident response process.
- Asset Discovery:
 - Performs an active and a passive scan of the network to identify all IT assets with an IP address in the network(s).
 - Maintains an inventory of all identified assets.
 - Maintains an inventory of all identified software, mapped to the assets.
- Vulnerability Scanning

- Provides a continuous vulnerability monitoring that can be scheduled to suit your environment
- Allows for authenticated and unauthenticated scans of the IT assets
- Identifies risks and remediations based on industry standards scheme
- Uses the identified risks in analysis and correlation
- Intrusion Detection
 - Network IDS (NIDS) identifies threats in the network by analyzing network traffic
 - Host IDS (HIDS) identifies threats that may exist and/or affect an endpoint
 - File integrity monitoring allows AlienVault USM to monitor changes to identified files and folders
- Behavior Analysis
 - Netflow analysis that identify insecure protocols and services as well as identify source and destination ip addresses, perform forensic assessments, etc.
 - Provides and monitors for service availability

Architecture

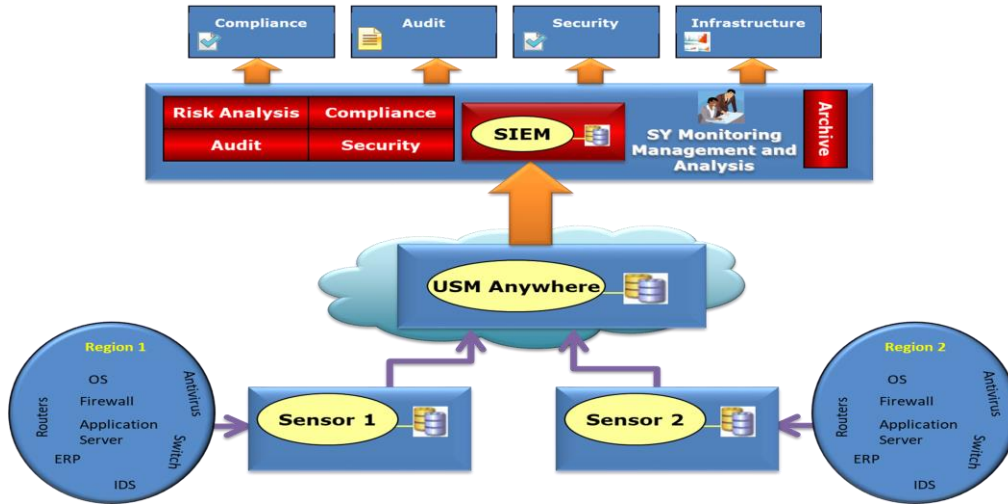
AlienVault USM supports a tiered and distributed architecture. At the bottom of this architecture are the agents that are installed on the endpoints. The agent can be AlienVault's native agent or NxLog service, if NxLog is already installed. Where the system supports syslog, the syslog can be forwarded to AlienVault so that the USM Anywhere serves as the syslog server. As such system log events from Windows, Linux, and network infrastructure are ingested and analyzed by USM Anywhere.

Depending on the size of the organization, one or more sensors are deployed within the organization. The sensor is responsible for performing the grunt work of discovering assets, performing vulnerability scans, identify software, etc. We have included 2 sensors in the pricing for KRESA. AlienVault sensor can be installed on a VmWare, Hyper-V, Azure, or AWS platform.

As the sensors collect events, these are forwarded to the sub-domain in the cloud for analysis and correlation. In case of a security incident, an alarm will be generated at the sub-domain. The browser access provides access to the users at the sub-domain where the users can view alarms, configure the system, or generate reports. What the user is able to do depends on the access rights granted the user.

AlienVault provides a seamless integration to a list of cloud applications through its AlienApps integration. Some examples of these integrations include Cisco, Office 365, Google G Suite, McAfee ePO, Sophos, Carbon Black, PaloAlto, etc. The list of application continues to grow.

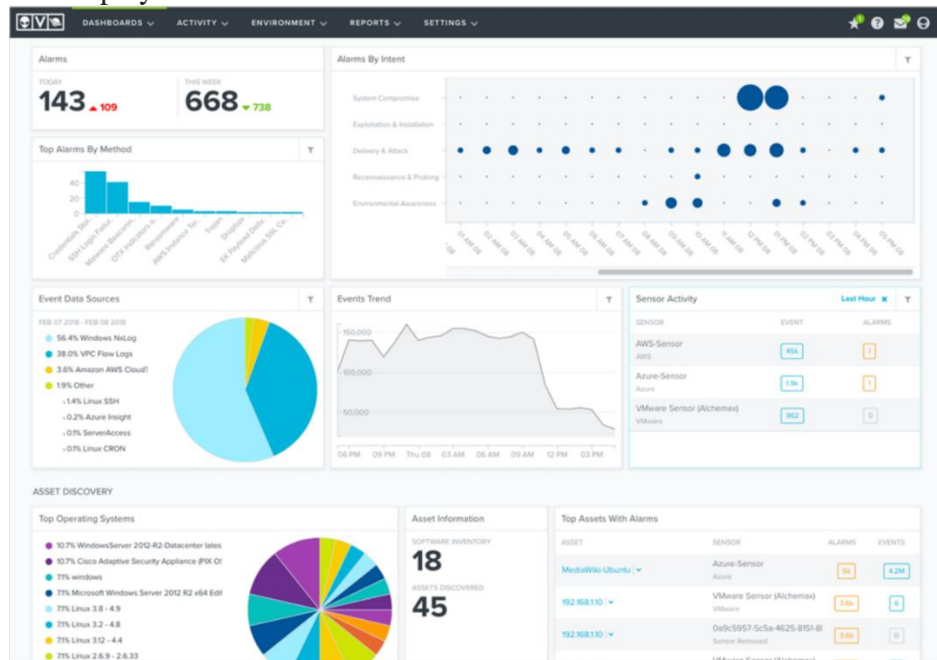
SIEM Alien Vault Architecture



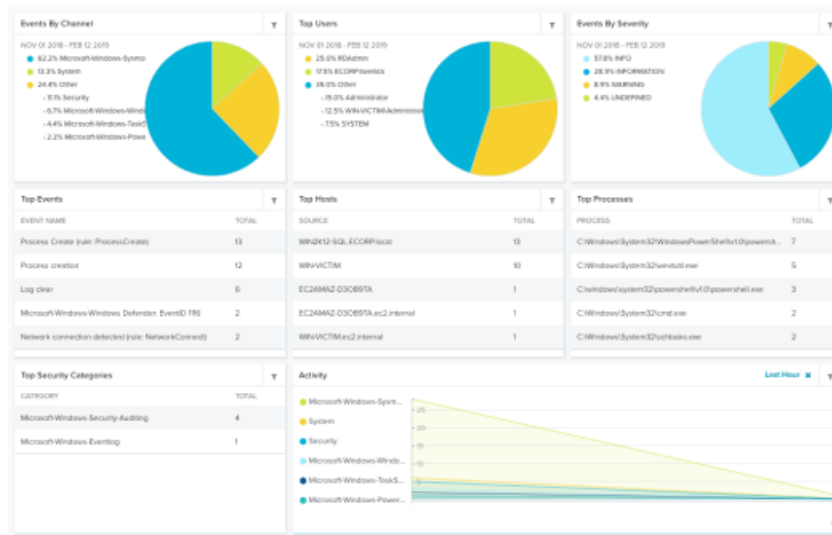
Solution Architecture for KRESA

Reporting and SOC Services

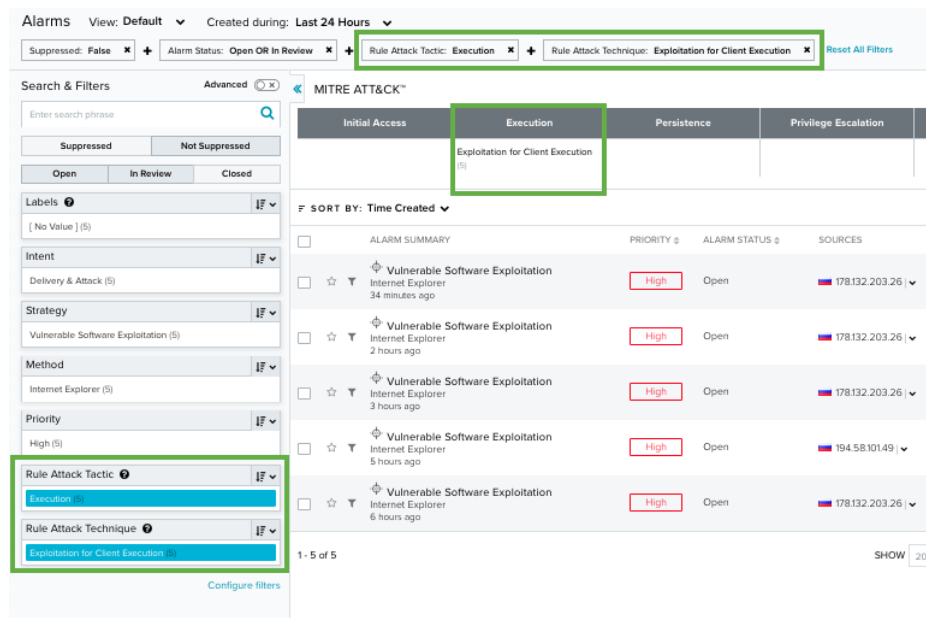
The AlienVault USM overview dashboard shown below provides various types of information, at a glance, to the user. In addition to the overview dashboard, AlienVault USM has other information and configuration screens that provide more detailed information through its drill-down capability. In addition, it provides search and filtering capabilities to allow the user to reduce the scope of displayed items.



Overview Dashboard

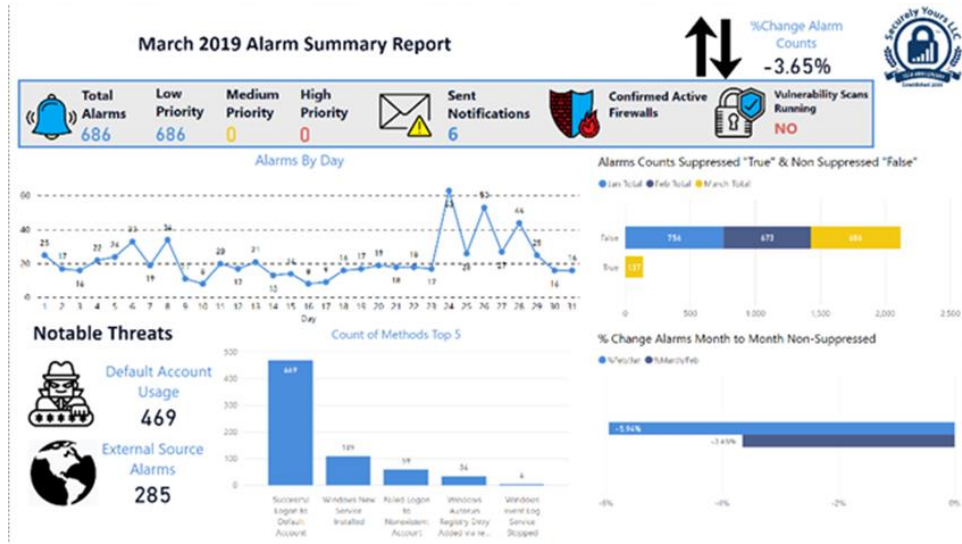


Windows Assets Dashboard



Alarms List

AlienVault has plethora of out-of-the-box reports and customizable reports available through their dashboard. The data on the dashboards are real-time and has the latest information. Similarly, the reports also have the latest information. Our SOC also provides customized reports (e.g. the monthly report shown below):



References

Minimum of 3 references for similar work in the last 36 months. Educational references are preferred if available.

SY has performed similar work for various organizations both within Michigan and across the country. Below are some of the references. SY will be delighted to arrange a call for KRESA to talk to any of these clients.

Clients within Michigan

- Oakland Schools – MSSP/SOC services
- State of Michigan – several engagements including MSSP/SOC, Education and training, staff augmentation
- Blue Cross Blue Shield of MI – IT Audit and assessment projects for the past four years on various topics including Firewall/DMZ, Data Loss Prevention, Patch Management etc.
- DexKo Global (Novi, MI) – several engagements including Security Assessment, Vulnerability Scanning, Penetration Testing, MSSP/SOC
- United Way of Southeastern MI (Detroit, MI) – Security Assessment, Vulnerability Scanning, Virtual CISO
- Great Expressions Dental Center (Southfield, MI) – Security and HIPAA Assessment, Vulnerability Scanning
- AmeriTrust Group (previously known as Meadowbrook Insurance, Southfield MI) – Security Assessment
- MARS Agency (Southfield MI) – Security Assessment, Disaster Recovery, Patch Management policies, Access Control, Vulnerability Scanning, Penetration testing

Clients within USA

- Progressive Insurance (Ohio) – HIPAA Assessment
- Discount Tire (Arizona) – Security Assessment, Vulnerability Scan
- Werner Enterprises (Nebraska) – Security Assessment, Vulnerability Scan
- MerieuxNutriSciences (France, California) – Security Assessment, Vulnerability Scan, Policies, Standards, SOC2 readiness assistance
- MSA Safety (PA) – Governance, Risk and Compliance

Professional Fees

SY estimates of professional fees for the security services outlined in this statement of work are listed in the table below. This is a not-to-exceed professional fees based on the assumptions listed throughout this document.

<u>Security Services</u>	<u>Professional Fee/ Est. Hours</u>	<u>Total</u>
Item 1: Phishing Campaign	\$1,500 per campaign	\$2,500.00
Item 2: Penetration Testing	Assuming the backup IPs are less than 5. \$2,500. Additional \$500 per IP over 5.	\$2,500.00
Item 3: Evaluate and Test Business Recovery Plan and IR plan	Estimated 80 hours of effort	\$8,000.00
Item 4: Application / Systems Patching practices	Estimated 40 hours of effort	\$4,000.00
Item 5: Consultation Services	8 hours per activity. 2 activities listed.	\$2,400.00
Item 5: MFA Deployment	90 hours	\$9,000.00
Item 6: Test to ensure isolation of wireless networks	24 hours	\$2,400.00
Item 7: VPN Connectivity	24 hours	\$2,400.00
Item 8: NPM solution.	Not Proposed.	N/A
Item 9: Effectiveness of endpoint and firewall	10 hours	\$1000.00

solution		
Item 9: Potential SIEM solution	MSSP/SOC/SIEM solution. Turnkey. 500GB of storage. 2 sensors. The pricing is for each month. Assuming 1-3 years contract.	\$4,500.00/month

Team to Serve

Sajay Rai CPA, CISSP, CISM



Sajay Rai has more than 30 years of experience in information technology, specializing in information security, business continuity, privacy, IT audit and information risk. Mr. Rai is the Founder and CEO of Securely Yours LLC. Securely Yours LLC is focused on delivering innovative solutions through delivery channels like Software-as-a-Service, Managed Services and traditional IT consulting. Mr. Rai's clients are in the financial, manufacturing, retail, healthcare and utility industry.

Prior to starting Securely Yours LLC, Mr. Rai was a Partner with Ernst & Young LLP for 10 years and was responsible for the information advisory practice in the Detroit Metro area. He also served as the national leader of EY's Information Security practice. Mr. Rai's clients included General Motors, Blue Cross Blue Shield of Michigan, Yazaki North America, Tecumseh and Federal Mogul. He also served as a member of his firm's Partners Advisory Council.

Mr. Rai also worked with IBM for 13 years, most recently serving as an executive of the national Business Continuity and Contingency consulting practice. He was instrumental in starting the company's Information Security consulting practice and managing its information technology consulting practice in Latin America.

Mr. Rai co-authored a recently published book, "Defending the Digital Frontier – A Security Agenda", which guides business and IT executives on how to develop an effective and efficient information security program within their enterprise. He also led the publication of Institute of Internal Auditors' (IIA) Global Technology Audit Guide (GTAG) No. 9 on the topic of Identity and Access Management.

Mr. Rai is a member of IIA's Professional Issues Committee (PIC). He also serves on the board of ISACA Detroit Chapter, IIA's Detroit Chapter and as a member of Walsh College's Accounting Advisory Committee. Mr. Rai is a regular speaker at industry conferences on information security, business continuity, technology strategy and is frequently quoted in magazines and newspapers. He has also served as expert witness in litigation cases in the area of information security.

He holds a Master's degree in Information Management from Washington University of St. Louis, and a Bachelor's degree in Computer Science from Fontbonne College of St. Louis.

Philip Chukwuma CISSP – Senior Security Consultant



The project team also comprises of our Chief Technology Officer, Philip Chukwuma. He has over 20 years of experience in Information Technology, information security, privacy and business continuity. His expertise is in the area vulnerability and risk management, security engineering, mobile security, Identity and Access Management, network architecture, disaster recovery planning, and security architecture.

Prior to joining Securely Yours, Mr. Chukwuma was with Ernst & Young LLP as a Manager in the Risk Advisory practice. He worked on several engagements in the area of IT Security, Identity and Access Management, ERP Integrity, SAP Security, Segregation of Duties (SOD), and Infrastructure Management (Problem, Incident, Change, Event Management, Active Directory, UNIX, etc.).

During his career, Mr. Chukwuma has led several engagements as an Architect where he has invented ideas to streamline the implementation of security solutions. He has designed several solutions in the areas of databases, routers and switches, virtualized environment and IAM.

Philip received a bachelor's degree from the University of North Texas in Denton, and his M.B.A. from the same University. Philip is a CISSP.

Attachment A – Familial Relationship Disclosure

ATTACHMENT A

Affidavit of Bidder – Familial Relationships Form

Important: This disclosure statement must be included with your bid as required by state law (Public Act 232 of 2004).

As required by Public Act 232 of 2004, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Kalamazoo Regional Educational Service Agency Board of Education or the Superintendent. The Board of Education shall not accept a bid that does not include this sworn and notarized disclosure statement.

The undersigned, the owner or authorized officer of Securely Yours LLC (the "Bidder"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder(s) and any employee, member of the Board of Education, or the Superintendent of Kalamazoo Regional Educational Service Agency.

List any Familial Relationships:

BIDDER: Securely Yours LLC

By: Sagey Jr

Its: President & CEO

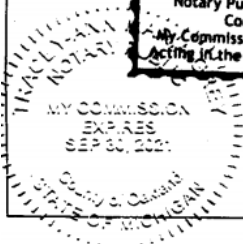
STATE OF MICHIGAN)

COUNTY OF Oakland) ss.

The instrument was acknowledged before me on the 27th day of July, 2021, by

Tracey Ann M. Grey

Tracey Ann M. Grey
TRACEY-ANN MARIA GREY
Notary Public - State of Michigan
County of Oakland
My Commission Expires Sep 30, 2021
Acting in the County of Oakland



Tracey Ann M. Grey Notary Public
County, Michigan

My Commission Expires: 09/30/2021

Acting in the County of: _____

Attachment B – Iran-linked Business Disclosure

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of Securely Yours LLC (the "Bidder"), pursuant to the compliance certification requirement provided in the Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Bidder is awarded a Contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran Linked Business" at any time during the course of performing under the Contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the Contract or proposed Contract for which the false certification was made, whichever is greater, the cost of the Intermediate School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on an Invitation To Bid for three (3) years from the date the it is determined that the person has submitted the false certification.

BIDDER:

Securely Yours LLC

Name of Bidder

By: Sagey Jr.

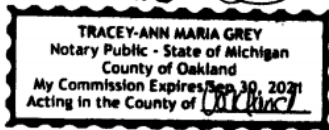
Its: President & CEO

Date: July 27, 2021

STATE OF Michigan)
COUNTY OF Oakland)ss.

This instrument was acknowledged before me on the 27th day of July, 2021,
by Tracey Ann M. Grey

[Signature]



[Signature]

, Notary Public

Oakland County, Michigan

My Commission Expires: 09/30/2021

Acting in the County of: _____



Memo

To: KRESA Board of Education
From: Brian Schupbach, Assistant Superintendent for Technology
CC: Jackie Martell
Date: 9/10/2021
Re: Request for Board approval of the Securely Yours bid in response to our cyber security RFP.

Datacenter Equipment Purchase

In effort to help KRESA improve our cyber security posture from ever increasing cyber threats, we released an RFP for cyber security consulting, assessment services, and software. We received (6) responses from vendors listed under the MiDeal bid website.

Upon evaluation of all vendor responses, it is my recommendation that the KRESA Board approve the low bidder, Securely Yours in the amount of \$34,200. Thank you for your consideration.

F. Superintendent Report - Mr. Dave Campbell

1. Start of 2021-2002 School Year
2. CTE Update
3. KCSOA Update
4. Launch Update
5. FOIA Procedures and Guidelines

THE BELOW WOULD BE ON KRESA WEBSITE:

As a public body under the [Freedom of Information Act](#) , Kalamazoo Regional Educational Service Agency (KRESA) has developed procedures and guidelines to implement and assure compliance with FOIA. The Agency has also created the following written public summary of the specific procedures and guidelines explaining how to submit written requests to the Agency and how to understand the Agency's written responses, deposit requirements, fee calculations, and avenues for challenge and appeal.

FOIA requests must be submitted in writing or verbally to the following agency FOIA coordinator:

Jackie Martell
FOIA Coordinator
(269)250-9202
jackie.martell@kresa.org

(Link to FOIA Procedures Summary)

KRESA FOIA Procedures Summary

(Link to KRESA FOIA Procedures and Guidelines Manual)

KRESA FOIA Procedures and Guidelines Manual

Summary of KRESA FOIA Procedures and Guidelines

Introduction

As a public body under the Freedom of Information Act, the Agency has developed procedures and guidelines to implement and assure compliance with FOIA. The Agency has also created the following written public summary of the specific procedures and guidelines explaining how to submit written requests to the Agency and how to understand the Agency's written responses, deposit requirements, fee calculations, and avenues for challenge and appeal.

How to Submit Written Requests

FOIA requests may be submitted in writing or verbally to KRESA. The FOIA coordinator should be immediately contacted to initiate the FOIA process.

Dave Campbell
FOIA Coordinator
1819 East Milham Avenue
Portage, MI 49002
(269)250-9202

The FOIA Coordinator initiates FOIA process:

1. Contacts the appropriate KRESA department head for requests that will require their assistance. (i.e. Human Resources for salaries and benefits, Information Technology Services for phone records, etc.)
2. If personally identifiable information about a current staff member is requested through FOIA, KRESA will notify that staff member of the request and who submitted the request. This includes, but is not limited to, time off, personnel files, salary and benefit information, etc.
3. FOIA requests are on occasion received for all service area agency. Contact LEA Coordinators and follow a coordinated step by step process.

Requests must sufficiently describe a public record to enable the Agency to find it. Requests should also include a contact telephone number to allow a KRESA employee to make contact to resolve issues, clarify the scope of a request or help identify a specific document containing the information sought.

How to Understand the Agency's Written Responses to FOIA Requests

The Agency must respond to a FOIA request within five business days. In some cases, the Agency may extend the time by 10 business days to fulfill a request completely. A response does not necessarily mean the records are provided within five days.

The Agency can grant the FOIA request, deny the request, or grant it in part and deny it in part. If the request is granted in full or in part, the Agency can charge a fee to process the request. Fees are calculated according to the Agency's FOIA procedures and guidelines and documented in a detailed fee itemization form. The fee must be paid before a public record is made available. And, in some cases, the Agency will require a good-faith deposit before it processes a public records request.

If the request is denied, the Agency will provide the basis for its denial in a written notice. The Agency will also provide notice of an individual's rights to appeal the denial to the Board of Education and/or to file a lawsuit against the Agency in circuit court.

Deposit Requirements

The Agency will require a good faith deposit from a requestor before processing a public records request if the entire fee estimate or charge exceeds \$50, based on a good-faith calculation of the total fee. The deposit will not exceed one-half of the total estimated fee as identified in a detailed fee itemization. The Agency's response shall also include a best efforts and good-faith nonbinding estimate regarding the time frame it will take the Agency to comply with FOIA in providing the public records to the requestor.

A requestor is required to pay the deposit within 48 calendar days of providing notice of a fee. If no deposit is received, the request is considered abandoned. If the total amount charged in a previous records request has not been paid in full, the Agency may require a deposit of up to 100 percent of the estimated fee before processing a subsequent public records request.

Fee Calculations

The Agency may charge a fee for a public records search, for the necessary copying of a public record for inspection or for providing a copy of a public record under the Agency's procedures and guidelines. The fee shall be limited to actual mailing costs, and to the actual incremental cost of duplication or publication including labor, the cost of search, examination, review, and the deletion and separation of exempt from nonexempt information. Labor costs shall be estimated and charged in increments of 15 minutes in most cases, with all partial time increments rounded down.

The Agency shall not charge for the cost of search, examination, review, and the deletion and separation of exempt from nonexempt information unless the failure to charge a fee would result in unreasonably high cost to the Agency because of the nature of the requests in the particular instance. Under such circumstances, the Agency shall specifically identify the nature of the unreasonably high costs.

The first \$20 of a fee will be waived if a requestor submits an affidavit of indigency. The requestor must include a statement that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Avenues for Challenge and Appeal

If the Agency charges a fee that an individual thinks is too high, denies all or part of a public records request, the requestor may submit to the Agency Board of Education a written appeal that specifically states the word “appeal” and identifies the basis for which the fee should be reduced or the nondisclosure determination should be reversed. Written appeals may be sent to the email or mailing address listed above and will be forwarded to the Board of Education or the Superintendent for scheduling on the agenda of the next Board meeting. Additionally, the requestor may pursue a fee reduction or appeal the denial by commencing a civil action in circuit court.

Please refer to the FOIA Procedures and Guidelines Manual for further questions.

KALAMAZOO RESA

INSPIRING EDUCATIONAL EXCELLENCE

Book	Policy Manual
Section	8000 Operations
Title	PUBLIC RECORDS
Code	po8310
Status	Active
Adopted	July 27, 2016

8310 - **PUBLIC RECORDS**

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

The public records of this District include any writing or other means of recording or retaining meaningful content prepared, owned, used, in the possession of, or retained by the District, its Board, officers, or employees, subject to certain exemptions according to the Michigan Freedom of Information Act (FOIA).

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

An individual may purchase copies of the District's public records upon payment of a fee. No original public record may be removed from the office in which it is maintained except by a Board officer or employee in the course of the performance of his/her duties.

Neither the Board nor its employees shall permit the release of the social security number of an employee, student, or other individual except as authorized by law (see Policy 8350 and AG 8350).

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

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

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

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

The Superintendent is responsible for transmission of data contained in the single record student data base established by the Michigan Department of Education. Such transmission shall be in accordance with procedures established by the Kalamazoo Regional Educational Service Center (KRESA) and the Center for Educational Performance and Information (CEPI).

© Neola 2009

Legal

M.C.L. 15.231 et seq., 445.81 et seq.

Michigan Federation of Teachers v. University of Michigan, 481 Mich. 657 (2008)

Kalamazoo Regional Educational Service Agency Written Public Summary of the Agency's FOIA Procedures and Guidelines

Summary of KRESA FOIA Procedures and Guidelines

Introduction

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FOIA Coordinator

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A requestor is required to pay the deposit within 2 calendar days of providing notice of a fee. If no deposit is received, the request is considered abandoned. If the total amount charged in a previous records request has not been paid in full, the Agency may require a deposit of up to 100 percent of the estimated fee before processing a subsequent public records request.

Fee Calculations

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If the Agency charges a fee that an individual thinks is too high, denies all or part of a public records request, the requestor may submit to the Agency's Superintendent a written appeal that specifically states the word "appeal" and identifies the basis for which the fee should be reduced or the nondisclosure determination should be reversed. Written appeals may be sent to the email or mailing address listed above and will be forwarded to the Board of Education or the Superintendent for scheduling on the agenda of the next Board meeting. Additionally, the requestor may pursue a fee reduction or appeal the denial by commencing a civil action in circuit court.

Please refer to the FOIA Procedures and Guidelines Manual for further questions.

6. MASB Annual Leadership Conference
7. Other

VI. Thrun Law Notes



THRUN
LAW FIRM, P.C.

SCHOOL LAW NOTES

AUGUST 26, 2021

COVID-19

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Upcoming Speaking Engagements
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Open Meetings Act Electronic Board Meeting Package Order Form
Open Meetings Act Webinar Order Form

GORDON W. VAN WIEREN, JR.	DANIEL R. MARTIN
MARTHA J. MARCERO	JENNIFER K. STARLIN
LISA L. SWEM	TIMOTHY T. GARDNER, JR.
JEFFREY J. SOLES	IAN F. KOFFLER
ROY H. HENLEY	FREDRIC G. HEIDEMANN
MICHAEL D. GRESENS	RYAN J. NICHOLSON
CHRISTOPHER J. IAMARINO	PHILIP G. CLARK
RAYMOND M. DAVIS	PIOTR M. MATUSIAK
MICHELE R. EADDY	CRISTINA T. PATZELT
KIRK C. HERALD	JESSICA E. MCNAMARA
MARGARET M. HACKETT	BRENNAN M. ACKERMAN
MATTHEW F. HISER	RYAN J. MURRAY
ROBERT A. DIETZEL	ERIN H. WALZ
KATHERINE WOLF BROADDUS	

THRUNLAW.COM

**EAST LANSING
NOVI
WEST MICHIGAN**

Religious Exemptions for Student Face Mask Mandates

Many schools are considering a student face mask mandate. While some local health departments have issued mask mandates, there is currently no statewide order requiring students to wear face masks at school. Absent a local health department order, the choice is left to the school’s discretion. Where schools have required students to wear face masks, some parents have requested religious exemptions.

This article provides a brief overview of the legal standards for student religious exemption requests and considerations for processing such requests.

Legal Standards

The First Amendment to the U.S. Constitution provides that “Congress shall make no law . . . prohibiting the free exercise” of religion. The U.S. Supreme Court has consistently held that the right to free exercise does not relieve a person of the obligation to comply with valid and neutral laws of general applicability just because a person’s religion may prohibit compliance with that law. Courts have recognized that a law is not neutral and generally applicable if it is a “veiled cover for targeting a belief or faith-based practice” or is “riddled with exemptions.”

Recent Sixth Circuit Decision

The Sixth Circuit Court of Appeals, whose decisions are binding in Michigan, recently refused to issue an order that would prohibit several State officials from enforcing a statewide face mask requirement. *Resurrection School v Hertel, et al*, Case No. 20-2256 (CA 6, Aug 23, 2021). A Catholic school and two parents filed a lawsuit in a Michigan federal district court in 2020, claiming in part that the face mask requirement in Michigan Department of Health and Human Services (MDHHS) orders issued between October 2020 and March 2021 violated the free exercise of religion.

The MDHHS orders required each person to wear a face mask at gatherings, unless an exemption applied. Some exemptions in the orders included people who could not medically tolerate a face mask, people swimming, and people eating or drinking at certain locations.

The school argued that the MDHHS face mask requirement interfered with its sincerely held religious beliefs because it prevented the school’s students from “partaking fully in a Catholic education.” One parent argued that the requirement interfered with his children’s ability to engage in Catholic religious teachings because wearing a mask negatively affected focus. The other parent argued that her child could not wear a face mask due to respiratory issues, which the child’s pediatrician determined were not severe enough for a medical exemption. She chose to home-school her child due to the face mask requirement, resulting in the child’s long-term absence from the Catholic school.

Shortly after filing their lawsuit, the plaintiffs requested the district court to issue an order temporarily prohibiting State officials, including the MDHHS Director, from enforcing the then-in-effect MDHHS face mask order until the court decided the merits of the plaintiffs' lawsuit, including their free exercise claim. The district court rejected the request, noting that the mask requirement was "near-universal" and nothing in the contours of the requirement correlates to religion. The plaintiffs appealed to the Sixth Circuit.

Although MDHHS rescinded its face mask orders before the Sixth Circuit reviewed the plaintiffs' request, the court addressed the request in part because it was not "absolutely clear" that MDHHS would abstain from issuing another face mask order. Therefore, similar challenges to a future order could be filed. Concluding that plaintiffs' claims were *unlikely* to succeed (including the free exercise claim), the Sixth Circuit affirmed the district court.

The Sixth Circuit stated that it does not question the sincerity of plaintiffs' belief that wearing a face mask violates their Catholic faith. But, it concluded that the MDHHS face mask requirement was neutral and of general applicability because it applied to all students. The court added that the requirement was not "riddled with exemptions" because exemptions in the MDHHS orders were narrow and discrete. The court noted, for example, that many of the exemptions were inherently incompatible with wearing a mask, including medical intolerance, swimming, and eating and drinking. The court added that the exemptions were available regardless of religious belief. For instance, all students could remove a mask for eating and drinking. Finally, the court stated that the face mask requirement was rationally related to a legitimate governmental interest – controlling the spread of COVID-19.

Importantly, the Sixth Circuit merely decided that plaintiffs were *unlikely* to succeed on their free exercise claim, but it did not dismiss the claim at this time. Nonetheless, the bottom line is that so long as a school's mask-wearing requirement relates to public health, applies to all students, and does not target religious practices, that requirement is likely lawful even without religious exemptions.

Offering Religious Exemptions

While a school is not legally required to offer student religious exemptions to a mask-wearing requirement, it may grant exemptions, absent a legal order requiring masks regardless of religious objections (such as a local health department order). While a school may grant religious exemptions to its own mask requirements, it opens the door for a legal challenge if it also denies a religious-exemption request.

Critically, challenges to a person's alleged religious beliefs have typically failed. Courts have explained that once a person alleges that "certain conduct violates their most sincerely held religious beliefs as they understand them, it is not within the court's purview to question the reasonableness of those allegations" or to say that the person's "religious beliefs are mistaken or insubstantial." Accordingly, authorizing religious exemptions creates a situation where it is difficult to deny religious exemption requests.

Note that schools may require a parent to take certain steps – including acknowledging the risks related to COVID-19 for not wearing a mask – before granting a religious exemption for masks. In 2017, the Sixth Circuit upheld Michigan's requirements for receiving a religious waiver for mandatory immunizations, including the requirement that parents visit the local health department, explain the basis for the objection, and attend educational sessions before receiving a waiver. Because the educational session was intended to inform parents about the benefits of vaccinating children and the potential dangers in declining to do so, the court held that the session did "nothing to promote or inhibit a particular religion or religion in general."

Wrap-Up

We will keep you updated with any further developments. Until then, absent a federal, state, or local order, school officials have discretion whether to require students to wear face masks at school. If a school adopts a neutral and generally applicable face-mask policy for students with only limited exceptions, a reviewing court will likely not require the school to grant an exemption on religious grounds. Note that schools must continue to require masks on school buses under the January 29, 2021 Centers for Disease Control and Prevention (CDC) Order, which does not contain a religious exemption and which is discussed in the next *School Law Notes* article.

We have previously provided guidance on medical exemptions, which has a standard different from the standard for religious exemptions. We continue to recommend that you consult with your local public health department to determine the most appropriate mitigation measures to take in your geographic area.

Note that this article is limited to student face mask requirements. Employee mask requirements trigger a more complicated analysis, requiring consideration of Title VII, the Michigan Elliott Larsen Civil Rights Act, and the Public Employment Relations Act, amongst other laws. Please direct questions about employee mask mandates to your Thrun labor attorney.



Back to School: COVID-19 Round Two

Many school officials hoped for a return to the “old normal” for this school year. Some COVID-19 guidance and laws, however, remain in effect. These include the CDC public transportation face mask order, the MDHHS order on reporting school-related COVID-19 cases, the Michigan COVID-19 Employment Rights Act, and the Michigan COVID-19 immunity legislation.

School officials should also check local health department orders for any continuing COVID-19 orders and guidance. With the increasing prevalence of the COVID-19 Delta variant, new and evolving legal requirements are expected.

CDC

Although most CDC guidance is non-binding, the CDC issued a binding order on January 29, 2021 concerning public transportation, including school buses. This CDC order remains in effect until modified or rescinded by the CDC.

The CDC order requires that schools mandate face mask use during school bus travel. Schools also must use “best efforts” to ensure that each passenger wears a face mask when boarding and disembarking from a school bus. A face mask must cover a passenger’s mouth and nose.

The CDC order lists various exemptions from the face mask mandate, including children under age 2 and people with a disability who cannot safely wear a face mask. The CDC reserves the right to enforce the CDC order through criminal penalties. Civil fines also may be imposed.

MDHHS

The October 6, 2020 MDHHS order states that within 24 hours of being notified by a local health department of a probable or confirmed COVID-19 case on school property or at a school function that may result in COVID-19 transmission or contraction (COVID Case), a school must post a “public notice” on a “highly visible location” on the school’s website that covers the affected school location. The order remains in effect until rescinded or modified by MDHHS.

The public notice must include new and cumulative COVID Case counts, as well as the date the local health department notified the school of the new COVID Case(s).

While the order does not define what constitutes a “highly visible” school website location, school officials should consider posting the public notice on the school’s homepage. If the school maintains a separate webpage for the specific location where the COVID Case occurred, such as a school building, school officials should also consider posting the public notice on that webpage.

Michigan COVID-19 Employment Rights Act

The Act was enacted on October 22, 2020. Subject to prescribed exceptions (e.g., certain health care professionals), it prohibits an employee from reporting to work if the employee tests positive for COVID-19, displays principal symptoms of COVID-19, or has close contact with a person who tests positive for COVID-19. The Act further prohibits an employer from discharging, disciplining, or retaliating against an employee who takes leave under the Act, opposes a violation of the Act, or reports COVID-19 health violations.

The Act does not specify leave time length but, rather, identifies circumstances that must be met before an employee returns to work. For example, an employee who displays principal symptoms of COVID-19 must remain on leave until either:

- 1) the employee tests negative for COVID-19; *or*
- 2) the CDC’s recommended isolation period expires, principal symptoms have improved, *and* 24 hours have passed since the employee’s fever, if any, ended.

An employee is not entitled to paid leave under the Act. The employee’s absence, however, could qualify for paid leave under the Michigan Paid Medical Leave Act, Board policy, a collective bargaining agreement, a memorandum of understanding, or an individual employment contract.

COVID-19 Immunity Legislation

The COVID-19 Response and Reopening Liability Assurance Act states that a “person” is immune from a COVID-19 tort claim if the person acted in compliance with all federal, state, and local statutes, rules, regulations, executive orders, and agency orders related to COVID-19 that were valid at the time of the challenged conduct. A “person” includes an employer and its employees, agents, and independent contractors. Importantly, a COVID-19 tort claim includes liability arising out of, based on, or in any way related to exposure or potential exposure to COVID-19, or to conduct intended to reduce COVID-19 transmission. Minor compliance deviations do not bar immunity.

The Michigan Occupational Safety and Health Act broadly states that an employer must provide each employee a place of employment that is free from recognized hazards that are causing, or are likely to cause, death or serious physical harm to the employee. The 2020 amendments to that Act state that an employer is not liable under the Act for an employee’s workplace exposure to COVID-19 if the employer was in compliance with all federal, state, and local statutes, rules, regulations, executive orders, and agency orders related to COVID-19 that were valid at the time of the exposure. Minor compliance deviations do not bar immunity.

It is important to monitor COVID-19 legal requirements this school year as they often evolve quickly. We will continue to keep our clients updated on COVID-19 developments.



Arbitrators Dismiss Claims Alleging Unsafe or Hazardous COVID-19 Work Environment

In two grievance arbitrations handled by Thrun Law Firm, arbitrators found that Brighton Area Schools did not require its employees to work in an unsafe or hazardous environment during the 2020-21 school year. Those decisions reinforce that although some collective bargaining agreements (CBAs) have language requiring safe working conditions, that language does not guarantee a risk-free workplace during a pandemic.

In the first grievance, the teacher's union alleged that the District's Back-to-School Plan, which included in-person student learning four days per week, resulted in unsafe or hazardous conditions for employees because six-foot social distancing could not be enforced. *Brighton Area Schs*, AAA Case No. 01-20-0015-6548 (2021). For relief, the union requested all on-line learning or an alternative schedule that required student capacity of 50% or less in each building.

As evidence of the alleged CBA violation, the union offered positive COVID-19 case numbers in the District. The union's witnesses, however, could not explain whether the cases involved students or employees, where the individuals contracted the disease, or whether any of the positive cases were caused by a lack of social distancing.

The District explained how it balanced various interests in creating its Back-to-School Plan and safety measures, noting that its intermediate school district and county health department approved the Plan. The arbitrator found that the union failed to sustain its burden of demonstrating that employees were required to work in unsafe or hazardous working conditions.

In the second grievance, the arbitrator addressed whether the District's COVID-19 Preparedness and Response Plan exposed teachers to an unsafe or hazardous work environment because it required them to spray desks with a cleaning solution between classes and, in some cases, wipe off the solution. *Brighton Area Schs*, AAA Case No. 01-20-0015-6546 (2021). As a remedy, the union requested that third-party contractors perform the cleaning.

The District presented evidence demonstrating its research in choosing the least harmful cleaning solution. It also showed that having a contractor clean desks in each classroom between every class period would in-

crease its contractor personnel by 1,000%, since a contracted person would have to be assigned permanently to every classroom.

Dismissing the union's claim, the arbitrator found that the cleaning solution was safe for its intended use and that it did not endanger the health, safety, or well-being of teachers or students.

Although these decisions are not binding on other Michigan schools, they should provide comfort to, and support for, schools facing similar grievances.



Contingency Learning Plans for the 2021-22 School Year

School officials should review each student's Individualized Education Program (IEP) and consider whether a Contingency Learning Plan (CLP) should be created or modified for this school year.

In general, a CLP is a written plan that addresses when a student may need to receive special education and related services virtually or in an alternate format due to COVID-19. A CLP should describe the circumstances that would trigger its use. It should also describe the special education and supplemental aids and services to be provided during its implementation. CLPs are optional, not legally required. But, in the absence of a CLP, it may be necessary to amend a student's IEP if circumstances change and the IEP is written in a manner that is not location-neutral as to the delivery of special education and related services (i.e., it cannot be implemented in the same or similar manner during in-person and remote instruction).

In response to COVID-19 school closures in 2020, the Michigan Department of Education, Office of Special Education, highly recommended that schools develop CLPs outside of the IEP process (i.e., without parent/guardian input, an IEP Team meeting, an IEP amendment, or prior written notice). Thrun Law Firm repeatedly advised schools that CLPs must be completed through either the IEP or IEP amendment process.

If your school developed CLPs without convening an IEP Team meeting or completing a proper IEP amendment, we strongly recommend not doing so this year. The school should convene an IEP Team meeting or complete an IEP amendment with parent/guardian agreement *before* drafting or implementing a CLP. Relatedly, if a student's previous CLP was not developed through the IEP or IEP amendment process, did not provide the student a Free Appropriate Public Education (FAPE), *or* is expired, then a new CLP or an updated IEP may be necessary.

The supplemental aids and services section of the IEP should reference the CLP as follows:

The IEP Team determined that the Student requires a Contingency Learning Plan to address potential COVID-19 related interruptions to in-person instruction. The Contingency Learning Plan is attached to this IEP and may be amended by the District, in consultation with the Student’s parent/guardian, outside of the IEP process.

A copy of the CLP and any later modifications should be provided to the parent/guardian and should be accompanied with prior written notice.

A student’s IEP is the school’s offer of FAPE that drives special education programs and services. A CLP is typically not necessary if the IEP Team develops an IEP for the student that is location-neutral and reflects the programs and services to be provided to the student.

Ultimately, school officials must ensure that students with disabilities receive a FAPE, including the special education and related services identified in the IEP. Failure to do so may violate the Individuals with Disabilities Education Act.

Thrun Law Firm developed a template COVID-19 CLP with instructions for its use, which is available for purchase for \$265. Please contact a Thrun special education attorney to purchase a copy.

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**Back to Basics:
Court Orders and Child Custody**

A mother is in your office, furious that your staff allowed her child’s father to volunteer at a class party. She claims that she has sole custody of the child during the week and the child’s father is not allowed to see the child during school. How do you respond?

When faced with parental disputes, school officials first should review any applicable court order for guidance. Under Section 7 of the Michigan Child Custody Act (MCCA), a court may issue a child custody order that it determines is in the child’s best interest. The order may: 1) award child custody, 2) establish parenting

time, and 3) address any other matter concerning the child.

MCCA Section 7a states that a court order may contain “any reasonable terms or conditions that facilitate the orderly and meaningful exercise of parenting time.” Accordingly, a court order may address parental access to the child’s education records, parental sign-out rights, or parenting time at school. If a parent claims that a child’s other parent is not allowed access to the child or their child’s education records, school officials should ask to see the court order that allegedly contains such a prohibition.

Schools should only rely on the plain language of a court order. The Michigan Supreme Court has stated that courts speak only through their orders, judgments, and decrees. A school official should therefore not rely on a parent’s statement that a judge “said” or “meant” something that is not contained in the order. If an order is incomplete, ambiguous, contradictory, or issued by an out-of-state court, school officials should consult with legal counsel. School officials should also consider consulting with legal counsel to ensure that the order has not been modified or rescinded.

Parents at School

Schools have *no* duty to police or monitor parenting time. Further, school officials should not presume that only parents with physical custody have a right to contact their child at school. Notably, the Michigan Attorney General has opined that divorced parents have a right to continuing contact with their child, regardless of custody, unless a court order specifically revokes or limits such access.

Access to Student Education Records

Under state law and the Family Educational Rights and Privacy Act (FERPA), parents are presumed to have equal access to their child’s education records unless a court order expressly prohibits such access. Even if a parent’s visitation rights have been revoked, the parent *may* still have access to the student’s education records. School officials should check the court order to verify the extent of any such restrictions. Moreover, school officials should avoid disclosing information from student education records to a parent’s attorney without written parental consent, absent a FERPA exception.

Final Advice

School officials can get into trouble navigating family feuds when relying on a parent’s assertions about parental rights. School officials should make every effort to remain neutral in family disputes. Remind staff to remain professional and follow school policy when responding to parent requests. To the extent possible, school should be a “drama-free zone” for the student.

U.S. Department of Labor Rescinds Joint-Employer Regulations

The Fair Labor Standards Act (FLSA) requires employers to pay nonexempt employees overtime (1.5 x the employee's regular rate of pay) for hours worked in excess of 40 in a week. An employee's hours worked for two different employers may be combined if the employers are deemed "joint employers." Importantly, joint employers share responsibility for overtime pay.

The FLSA does not define "joint employers," but it broadly defines "employer" to include "any person acting directly or indirectly in the interest of an employer in relation to an employee." Guidance and regulations established by the U.S. Department of Labor (DOL), which enforces the FLSA, have been amended frequently over the years, seemingly influenced by political pressure.

On July 30, 2021, the DOL issued a final rule rescinding its regulations on joint-employer determinations. The rescission takes effect on September 28, 2021.

The soon-to-be-rescinded regulations applied a multi-factor test that narrowly construed joint employment. The DOL opined that the test improperly conditioned joint employment on an entity's control over the worker. The DOL explained that the joint employment determination should consider the worker's economic dependence on each employer. With the rescission, the DOL aims to ensure that more workers receive overtime protections.

The final rule did not provide new factors that would determine whether an entity is a joint employer. The rule defers to courts and leaves uncertain which tests the DOL will apply, concluding only that the DOL "will continue to consider legal and policy issues relating to FLSA joint employment before determining whether alternative regulatory or sub-regulatory guidance is appropriate." The Sixth Circuit Court of Appeals has not established a test for FLSA joint employment, and lower federal courts in Michigan currently apply different tests.

As joint-employer standards continue to change, school officials should be especially cautious when an employee of a third-party contractor who performs services at their school is also employed directly by their school, resulting in total weekly employment over 40 hours. That type of arrangement could trigger FLSA joint-employer liability for overtime pay.



CBA Language and Past Practice Bar ULP Over Unilateral Salary Reductions

The Michigan Employment Relations Commission (MERC) recently adopted the recommended order of a MERC Administrative Law Judge (ALJ), who concluded that an employer did not violate the Public Employment Relations Act (PERA) by soliciting individual bargaining unit members to accept a voluntary salary reduction and then implementing that reduction without union consent. *Wayne State Univ*, MERC Case No. 20-G-1052-CE (2021).

The decision serves as a reminder that if a CBA addresses a subject, the employer may make unilateral decisions concerning that subject, provided those decisions are consistent with CBA terms. This MERC decision further reinforces that a past practice may, in limited circumstances, permit an employer to directly negotiate with unionized employees.

Wayne State University officials requested that clinical faculty agree to a 26% salary reduction for the last quarter of 2020 due to COVID-19-related revenue loss. The union alleged the University's conduct violated PERA because the University unilaterally changed working conditions and bargained directly with bargaining unit members.

The CBA had a salary schedule with minimum salaries and stated that the University may provide salaries "in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the unit." The CBA stated that the University could adjust faculty compensation "to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities."

Clinical faculty were appointed for one, two, or three-year employment terms. University officials conducted annual reviews of clinical faculty and negotiated salary adjustments directly with faculty members during those reviews.

PERA requires an employer to bargain with a union about bargaining unit employees' wages, hours, and other employment terms and conditions. An employer can fulfill that obligation by bargaining about a subject and memorializing agreement on that subject in a CBA. Moreover, PERA prohibits employers from negotiating directly with bargaining unit employees if the negotiations are likely to erode the union's position as their exclusive bargaining representative.

In dismissing the union’s claims, the ALJ concluded that faculty salary adjustments were covered by the CBA and, therefore, the University had no duty to bargain with the union before implementing those adjustments. The ALJ reached that conclusion notwithstanding the union’s argument that the CBA permitted salary reductions only in certain circumstances.

The ALJ also concluded that the University did not engage in direct dealing due to its established past practice of bargaining salary adjustments at annual evaluation meetings. The ALJ added that given the University’s practice of directly negotiating salaries, direct salary reduction negotiations did not erode the union’s position as the exclusive faculty bargaining representative.

Whether an employer has a duty to bargain over a particular employment term is a fact-specific analysis, often influenced by specific CBA language. Although the union conceded a past practice, a binding past practice is typically difficult to establish – requiring clarity, consistency, and mutual acceptance by both the employer and the union. To mitigate against a potential unfair labor practice charge, consider consulting with legal counsel before asserting that a matter is covered by a CBA or negotiating employment terms directly with bargaining unit members.



Out-of-Work Conduct May Contribute to a Hostile Work Environment

The Michigan Court of Appeals recently determined that an employee made a viable hostile work environment claim under Michigan’s Elliott-Larsen Civil Rights Act based on a coworker’s conduct in and outside the workplace. *Turner v Dep’t of Corr*, COA Docket No. 353323 (2021).

Turner, a female corrections officer, began working for the Michigan Department of Corrections (MDOC) in May 2015. According to Turner, Goudy – a male MDOC corrections officer – began harassing her shortly after she started. Goudy repeatedly asked Turner out on dates, blew her kisses, attempted to hug her, and visited her unit to taunt her. He also cursed at her, threatened her, and said things such as “I’m going to follow you. I’m going to get you. I’m going to wear you down.”

In 2016, Goudy began harassing Turner outside work. He followed her in his car when she left work; drove by her apartment numerous times; and pulled up next to her car, blew her kisses, and said “I’m going to get you.” In February 2018, Goudy made a Facebook post where he accused Turner of lying about him, called her “crazy,” and attached a photo of her to the post.

Turner reported Goudy’s conduct to union representatives, her MDOC supervisors, and the police. She also filed formal discriminatory harassment complaints with the MDOC. While MDOC found that most of

Turner’s allegations did not fall under its discriminatory harassment policy, it did conclude that Goudy had violated workplace rules as to Turner’s Facebook post complaint and suspended him for three days.

In 2018, Turner sued the MDOC and Goudy alleging a sexually hostile work environment, among other claims. The trial court found that there was sufficient evidence for Turner to proceed to trial on her hostile work environment claim. The MDOC appealed.

To establish a hostile work environment Turner had to prove that, among other things, she was subjected to unwelcome communication or conduct on the basis of sex that substantially interfered with her employment or created an intimidating, hostile, or offensive work environment. Goudy’s history of conduct and verbal statements toward Turner both on the job and outside of the workplace satisfied that requirement.

The *Turner* decision demonstrates that conduct outside of the workplace can be relevant for hostile work environment claims. Accordingly, employers should consider inappropriate social media posts and outside-of-work conduct, in addition to inappropriate conduct in the workplace, when investigating a hostile work environment claim.



2022 Election Dates and Deadlines

A school district may place millage and bond propositions on the ballot for the three regular election dates each year (four in a presidential election year), as well as certain petition initiative election dates.

The following 2022 regular election dates are available for voting millage or bond proposals:

- May 3
- August 2
- November 8

A certified copy of the school board resolution approving ballot language for millage or bond propositions must be filed with the school’s election coordinator (typically the county clerk) at least 12 weeks before the chosen election date. For the May 2022 election date, that filing deadline is February 8, 2022, at 4:00 p.m. If your school district is considering a millage or bond proposition for next May, please contact the attorney who assists your district with election matters as soon as possible.

Registered electors in a school district also may circulate petitions to place a millage or bond proposition on the ballot on a date other than the regular election dates listed above. Petitions bearing a sufficient number of signatures must be filed at least 12 weeks before the applicable election date. For 2022, the available petition initiative “floater” election dates are:

January 4, 11, 18, 25
 February 1, 8, 15, 22
 March 1, 8, 15, 22, 29
 June 14, 21, 28
 September 13, 20, 27
 October 4
 December 20, 27

The 2022 regular and “floater” election dates may be used to seek voter approval for any of the following:

- Millage renewal;
- Restoration/override of Headlee reduction to existing millage;
- New millage, such as sinking fund, recreational, special education, vocational education, or regional enhancement; or
- Bonds.

For a new bond issue that a district would like qualified under the School Bond Qualification and Loan Program, school officials should contact their bond attorney at least five months before the prospective election date to schedule a preliminary qualification meeting with the Department of Treasury. For the May 2022 election date, Treasury has many dates available in November for preliminary qualification meetings, but only a limited number of available dates in December and January.

The Michigan Legislature is considering legislation that would eliminate the May and August election dates and add a June regular election date, effective January 1, 2023. We will continue to monitor this legislation and inform clients of its potential impact.

If you have questions about voted bonds or millages, please contact the Thrun attorney who assists your school district with election matters.

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Title IX Comprehensive Training – Sign Up Today!

One year ago, new Title IX regulations went into effect, significantly changing schools’ obligations when addressing sexual harassment complaints. Due to popular demand, Thrun Law Firm is continuing to offer Comprehensive Title IX Sexual Harassment Training to assist schools with their Title IX compliance.

This comprehensive training is for all K-12 employees who serve as Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, or Informal Resolution Facilitators in the Title IX Grievance Process. This session satisfies Title IX training requirements and covers, among other topics, the complaint, dismissal, investigation, decision, and appeal procedures, documentation requirements, and the definition of sexual harassment. The training will ensure that school officials responsible for implementing Title IX are well-versed on Title IX legal requirements.

The virtual training is scheduled for Tuesday, September 21, 2021 from 10:00 a.m. – 3:00 p.m. The cost is \$195 per person for retainer clients and \$295 per person for non-retainer clients. An order form is attached to this month’s *School Law Notes*.

Thrun Law Firm will also be presenting on Title IX at the MASA Annual Conference on September 23, 2021 and to the MASSP on September 29, 2021. As a reminder, the MASA and MASSP presentations do not satisfy comprehensive training requirements.



Policy Corner

Policy Spotlight: 3305 Sale or Lease of District Property

A school has broad authority under the Revised School Code to sell or lease its property. School policies, however, sometimes impose prerequisites that are not legally required for property sales and leases, such as property appraisals or proof of a buyer’s or lessee’s financial stability.

Although a school may certainly consider such matters when determining whether to sell or lease property, requiring consideration of those matters by policy may make a highly desirable or time-sensitive sale or lease more difficult. Moreover, listing such matters as requirements in a policy may provide ammunition to community members who oppose the sale or lease, opening the door to potential claims based on a school’s failure to follow its policies. Enter Thrun Policy 3305.

Policy 3305, like the Revised School Code, provides a school broad authority and flexibility to sell or lease its property. Policy prerequisites for property sales or leases are minimal and track legal requirements. For example, the Policy requires the superintendent or designee to contact the school’s financial advisor or legal counsel to investigate tax consequences for sales of real property financed with tax-exempt bonds. Real property with outstanding bonded debt triggers certain legal requirements that must be satisfied before sale for a school to avoid tax liability for the bonds. The Policy also flags the constitutional requirement that a school must transfer property interests for fair value, as determined by the school board.

The bottom line: Policy 3305 helps streamline property sales and leases. Thrun Law Firm has also developed template purchase agreements and leases that can be tailored to your school’s unique transaction. Please contact a Thrun real estate attorney for more information.

If you have any questions or would like additional information about the Thrun Policy Service, please email policy@thrunlaw.com.

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Reminder: School Safety Drill Requirements and September 15 Scheduling Deadline

Despite the COVID-19 pandemic, Michigan’s Fire Prevention Code still requires each school district, intermediate school district, and public school academy operating any of grades K-12 to conduct fire, tornado, and lockdown drills.

During the 2021-22 school year, a school must conduct the following:

- A minimum of 5 fire drills. At least 3 of those drills must be held by December 1, and the other 2 drills must take place during the remainder of the school year with a reasonable interval between the drills.
- A minimum of 2 tornado drills. At least 1 of those drills must be held in March.
- A minimum of 3 lockdown drills. At least 1 of those drills must be held by December 1, and at least 1 must take place after January 1.

At least 1 of the drills must take place “during either lunch or recess period, or at another time when

a significant number of the students are gathered but not in a classroom.”

By September 15, the school’s chief administrator (e.g., the superintendent) must provide a list of the scheduled drill days to the county emergency management coordinator.

The Fire Prevention Code allows a school to reschedule a safety drill due to an epidemic, health condition (as defined by city, county, or state health authorities), or another condition not within the control of school authorities. A school must, however, reschedule the safety drill within 10 days.

Within 30 days after conducting a safety drill, school officials must post documentation on the school’s website that the drill occurred. Documentation must include the school’s name; the school year; the drill date, time, and type; the number of completed drills to date for that drill type; the school principal’s or designee’s signature acknowledging the drill; and the name of the person who conducted the drill, if not the school principal. The school’s website must provide this information for at least three years.

Last fall, MDE issued drill-related guidance, in collaboration with the Department of Licensing and Regulatory Affairs’ Bureau of Fire Services and the State Fire Marshal. That guidance recommended schools stagger dismissals by classroom and use multiple evacuation locations to allow for social distancing. The guidance also clarified that, without a legislative amendment to the Fire Prevention Code, drill requirements remain applicable to schools that have adopted a virtual instruction model.

The school’s chief administrator should be mindful of the upcoming September 15 scheduling deadline and contact the local county emergency management coordinator about recommended practices.



OMA Non-Compliance May Result In Hefty Costs

As reported in last month’s *School Law Notes*, the Sixth Circuit Court of Appeals recently ordered a Michigan township to pay over \$137,000 in legal fees due to a board member intentionally violating the Michigan Open Meetings Act (OMA). *Cook v Greenleaf Twp*, Case No. 20-1985 (CA 6, 2021). Similarly, the Michigan Court of Appeals recently ruled that even substantial compliance with the OMA does not defeat a claim for statutory damages, court costs, and attorney fees for an intentional OMA violation. *Spalding v Swiacki*, COA Docket No. 354598 (2021). Non-compliance with the OMA may therefore result in costly penalties.

Although some boards continue to conduct electronic meetings in the limited circumstances permitted by the OMA, confusion over legal requirements for electronic meetings continues. Thrun Law Firm has developed a model Electronic Board Meeting Package that contains documents to assist your board with OMA compliance. The package includes a model policy, a board resolution adopting the policy, advance notice of remote participation instructions, a remote attendance script, an electronic board meeting notice, an affidavit of website posting, and an electronic board meeting checklist. School officials may personalize the package by completing a few blanks.

The package cost is \$250 for retainer clients and \$400 for non-retainer clients. If you would like to purchase the package, please complete and return the order form attached to this month's *School Law Notes*. Thrun Law Firm Policy Service clients have already received the package at no charge.

Thrun Law Firm will also be hosting an Open Meetings Act webinar on September 16, 2021. The cost to attend is \$150 per person for retainer clients and \$300 per person for non-retainer clients. An order form is attached to this month's *School Law Notes*.

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Constitution and Citizenship Day

Federal law designates September 17 as Constitution Day and Citizenship Day and urges educational institutions "to make plans for the proper observance" of those holidays. School officials may consider providing instruction on the U.S. Constitution and citizenship on September 17, or they may contact their county bar association to ask if local attorneys are available to present on those topics. Thrun attorneys have previously worked with county bar associations and school officials to help celebrate those holidays by providing instruction on the U.S. Constitution.

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Schedule of Upcoming Speaking Engagements

Thrun Law Firm attorneys are scheduled to speak on the legal topics listed below.
For additional information, please contact the sponsoring organization.
www.thrunlaw.com/calendar

Date	Organization	Attorney(s)	Topic
September 9, 2021	Thrun Law Firm Title IX Lunch & Learn Webinar	Robert A. Dietzel Jennifer K. Starlin	Uncooperative Parties and Witnesses
September 10, 2021	Marquette-Alger RESA	Lisa L. Swem	Investigation and Discipline School Law Update
September 16, 2021	Thrun Law Firm Webinar	Jennifer K. Starlin Jessica E. McNamara	Open Meetings Act
September 21, 2021	MSBO	Christopher J. Iamarino	Introduction to School Business
September 21, 2021	Thrun Law Firm Webinar	Jennifer K. Starlin Jessica E. McNamara	Title IX Comprehensive Training
September 23, 2021	MASA	Raymond M. Davis Katherine W. Broaddus Jessica E. McNamara	Assure Your District Policies Support Student Recovery
September 23, 2021	MASA	Margaret M. Hackett	OCR's NWA Team Approach to Resolving Website Accessibility Complaints
September 23, 2021	MASA	Roy H. Henley Jennifer K. Starlin	Title IX, Year 2: Avoiding Mirrors, Trap Doors, and Tree Snares
September 23, 2021	MASA	Jessica E. McNamara	Supporting LGBTQ Students and Employees: Addressing, Investigating, and Eliminating Sex Discrimination
September 29, 2021	MASSP	Jennifer K. Starlin Jessica E. McNamara	Title IX for Principals
October 5, 2021	MSBO	Philip G. Clark	Construction and Renovation
October 7, 2021	MNA	Lisa L. Swem	Trending Union Tactics
October 7, 2021	MNA	Raymond M. Davis Timothy T. Gardner, Jr.	Bargaining for the Long Term with Short-Term Revenue
October 7, 2021	MNA	Katherine W. Broaddus	Post-Pandemic Practices
October 8, 2021	UPSBO	Fredric G. Heidemann	Contract Basics
October 19, 2021	Metro Bureau	Timothy T. Gardner, Jr. Cristina T. Patzelt	Return to In-Person Learning and Other Legal Developments
October 20-23, 2021	Education Law Association	Daniel R. Martin	Where Partisan Politics and Public Schools Collide
November 17, 2021	MSBO	Christopher J. Iamarino	Bonding/Borrowing/Investing
March 16, 2022	MSBO	Timothy T. Gardner, Jr.	Labor Relations and Employment Law

A. Correspondence/Informational



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SCHOOL LAW NOTES

AUGUST 26, 2021

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Religious Exemptions for Student Face Mask Mandates

Many schools are considering a student face mask mandate. While some local health departments have issued mask mandates, there is currently no statewide order requiring students to wear face masks at school. Absent a local health department order, the choice is left to the school's discretion. Where schools have required students to wear face masks, some parents have requested religious exemptions.

This article provides a brief overview of the legal standards for student religious exemption requests and considerations for processing such requests.

Legal Standards

The First Amendment to the U.S. Constitution provides that "Congress shall make no law . . . prohibiting the free exercise" of religion. The U.S. Supreme Court has consistently held that the right to free exercise does not relieve a person of the obligation to comply with valid and neutral laws of general applicability just because a person's religion may prohibit compliance with that law. Courts have recognized that a law is not neutral and generally applicable if it is a "veiled cover for targeting a belief or faith-based practice" or is "riddled with exemptions."

Recent Sixth Circuit Decision

The Sixth Circuit Court of Appeals, whose decisions are binding in Michigan, recently refused to issue an order that would prohibit several State officials from enforcing a statewide face mask requirement. *Resurrection School v Hertel, et al*, Case No. 20-2256 (CA 6, Aug 23, 2021). A Catholic school and two parents filed a lawsuit in a Michigan federal district court in 2020, claiming in part that the face mask requirement in Michigan Department of Health and Human Services (MDHHS) orders issued between October 2020 and March 2021 violated the free exercise of religion.

The MDHHS orders required each person to wear a face mask at gatherings, unless an exemption applied. Some exemptions in the orders included people who could not medically tolerate a face mask, people swimming, and people eating or drinking at certain locations.

The school argued that the MDHHS face mask requirement interfered with its sincerely held religious beliefs because it prevented the school's students from "partaking fully in a Catholic education." One parent argued that the requirement interfered with his children's ability to engage in Catholic religious teachings because wearing a mask negatively affected focus. The other parent argued that her child could not wear a face mask due to respiratory issues, which the child's pediatrician determined were not severe enough for a medical exemption. She chose to home-school her child due to the face mask requirement, resulting in the child's long-term absence from the Catholic school.

Shortly after filing their lawsuit, the plaintiffs requested the district court to issue an order temporarily prohibiting State officials, including the MDHHS Director, from enforcing the then-in-effect MDHHS face mask order until the court decided the merits of the plaintiffs' lawsuit, including their free exercise claim. The district court rejected the request, noting that the mask requirement was "near-universal" and nothing in the contours of the requirement correlates to religion. The plaintiffs appealed to the Sixth Circuit.

Although MDHHS rescinded its face mask orders before the Sixth Circuit reviewed the plaintiffs' request, the court addressed the request in part because it was not "absolutely clear" that MDHHS would abstain from issuing another face mask order. Therefore, similar challenges to a future order could be filed. Concluding that plaintiffs' claims were *unlikely* to succeed (including the free exercise claim), the Sixth Circuit affirmed the district court.

The Sixth Circuit stated that it does not question the sincerity of plaintiffs' belief that wearing a face mask violates their Catholic faith. But, it concluded that the MDHHS face mask requirement was neutral and of general applicability because it applied to all students. The court added that the requirement was not "riddled with exemptions" because exemptions in the MDHHS orders were narrow and discrete. The court noted, for example, that many of the exemptions were inherently incompatible with wearing a mask, including medical intolerance, swimming, and eating and drinking. The court added that the exemptions were available regardless of religious belief. For instance, all students could remove a mask for eating and drinking. Finally, the court stated that the face mask requirement was rationally related to a legitimate governmental interest – controlling the spread of COVID-19.

Importantly, the Sixth Circuit merely decided that plaintiffs were *unlikely* to succeed on their free exercise claim, but it did not dismiss the claim at this time. Nonetheless, the bottom line is that so long as a school's mask-wearing requirement relates to public health, applies to all students, and does not target religious practices, that requirement is likely lawful even without religious exemptions.

Offering Religious Exemptions

While a school is not legally required to offer student religious exemptions to a mask-wearing requirement, it may grant exemptions, absent a legal order requiring masks regardless of religious objections (such as a local health department order). While a school may grant religious exemptions to its own mask requirements, it opens the door for a legal challenge if it also denies a religious-exemption request.

Critically, challenges to a person's alleged religious beliefs have typically failed. Courts have explained that once a person alleges that "certain conduct violates their most sincerely held religious beliefs as they understand them, it is not within the court's purview to question the reasonableness of those allegations" or to say that the person's "religious beliefs are mistaken or insubstantial." Accordingly, authorizing religious exemptions creates a situation where it is difficult to deny religious exemption requests.

Note that schools may require a parent to take certain steps – including acknowledging the risks related to COVID-19 for not wearing a mask – before granting a religious exemption for masks. In 2017, the Sixth Circuit upheld Michigan's requirements for receiving a religious waiver for mandatory immunizations, including the requirement that parents visit the local health department, explain the basis for the objection, and attend educational sessions before receiving a waiver. Because the educational session was intended to inform parents about the benefits of vaccinating children and the potential dangers in declining to do so, the court held that the session did "nothing to promote or inhibit a particular religion or religion in general."

Wrap-Up

We will keep you updated with any further developments. Until then, absent a federal, state, or local order, school officials have discretion whether to require students to wear face masks at school. If a school adopts a neutral and generally applicable face-mask policy for students with only limited exceptions, a reviewing court will likely not require the school to grant an exemption on religious grounds. Note that schools must continue to require masks on school buses under the January 29, 2021 Centers for Disease Control and Prevention (CDC) Order, which does not contain a religious exemption and which is discussed in the next *School Law Notes* article.

We have previously provided guidance on medical exemptions, which has a standard different from the standard for religious exemptions. We continue to recommend that you consult with your local public health department to determine the most appropriate mitigation measures to take in your geographic area.

Note that this article is limited to student face mask requirements. Employee mask requirements trigger a more complicated analysis, requiring consideration of Title VII, the Michigan Elliott Larsen Civil Rights Act, and the Public Employment Relations Act, amongst other laws. Please direct questions about employee mask mandates to your Thrun labor attorney.



Back to School: COVID-19 Round Two

Many school officials hoped for a return to the “old normal” for this school year. Some COVID-19 guidance and laws, however, remain in effect. These include the CDC public transportation face mask order, the MDHHS order on reporting school-related COVID-19 cases, the Michigan COVID-19 Employment Rights Act, and the Michigan COVID-19 immunity legislation.

School officials should also check local health department orders for any continuing COVID-19 orders and guidance. With the increasing prevalence of the COVID-19 Delta variant, new and evolving legal requirements are expected.

CDC

Although most CDC guidance is non-binding, the CDC issued a binding order on January 29, 2021 concerning public transportation, including school buses. This CDC order remains in effect until modified or rescinded by the CDC.

The CDC order requires that schools mandate face mask use during school bus travel. Schools also must use “best efforts” to ensure that each passenger wears a face mask when boarding and disembarking from a school bus. A face mask must cover a passenger’s mouth and nose.

The CDC order lists various exemptions from the face mask mandate, including children under age 2 and people with a disability who cannot safely wear a face mask. The CDC reserves the right to enforce the CDC order through criminal penalties. Civil fines also may be imposed.

MDHHS

The October 6, 2020 MDHHS order states that within 24 hours of being notified by a local health department of a probable or confirmed COVID-19 case on school property or at a school function that may result in COVID-19 transmission or contraction (COVID Case), a school must post a “public notice” on a “highly visible location” on the school’s website that covers the affected school location. The order remains in effect until rescinded or modified by MDHHS.

The public notice must include new and cumulative COVID Case counts, as well as the date the local health department notified the school of the new COVID Case(s).

While the order does not define what constitutes a “highly visible” school website location, school officials should consider posting the public notice on the school’s homepage. If the school maintains a separate webpage for the specific location where the COVID Case occurred, such as a school building, school officials should also consider posting the public notice on that webpage.

Michigan COVID-19 Employment Rights Act

The Act was enacted on October 22, 2020. Subject to prescribed exceptions (e.g., certain health care professionals), it prohibits an employee from reporting to work if the employee tests positive for COVID-19, displays principal symptoms of COVID-19, or has close contact with a person who tests positive for COVID-19. The Act further prohibits an employer from discharging, disciplining, or retaliating against an employee who takes leave under the Act, opposes a violation of the Act, or reports COVID-19 health violations.

The Act does not specify leave time length but, rather, identifies circumstances that must be met before an employee returns to work. For example, an employee who displays principal symptoms of COVID-19 must remain on leave until either:

- 1) the employee tests negative for COVID-19; *or*
- 2) the CDC’s recommended isolation period expires, principal symptoms have improved, *and* 24 hours have passed since the employee’s fever, if any, ended.

An employee is not entitled to paid leave under the Act. The employee’s absence, however, could qualify for paid leave under the Michigan Paid Medical Leave Act, Board policy, a collective bargaining agreement, a memorandum of understanding, or an individual employment contract.

COVID-19 Immunity Legislation

The COVID-19 Response and Reopening Liability Assurance Act states that a “person” is immune from a COVID-19 tort claim if the person acted in compliance with all federal, state, and local statutes, rules, regulations, executive orders, and agency orders related to COVID-19 that were valid at the time of the challenged conduct. A “person” includes an employer and its employees, agents, and independent contractors. Importantly, a COVID-19 tort claim includes liability arising out of, based on, or in any way related to exposure or potential exposure to COVID-19, or to conduct intended to reduce COVID-19 transmission. Minor compliance deviations do not bar immunity.

The Michigan Occupational Safety and Health Act broadly states that an employer must provide each employee a place of employment that is free from recognized hazards that are causing, or are likely to cause, death or serious physical harm to the employee. The 2020 amendments to that Act state that an employer is not liable under the Act for an employee’s workplace exposure to COVID-19 if the employer was in compliance with all federal, state, and local statutes, rules, regulations, executive orders, and agency orders related to COVID-19 that were valid at the time of the exposure. Minor compliance deviations do not bar immunity.

It is important to monitor COVID-19 legal requirements this school year as they often evolve quickly. We will continue to keep our clients updated on COVID-19 developments.



Arbitrators Dismiss Claims Alleging Unsafe or Hazardous COVID-19 Work Environment

In two grievance arbitrations handled by Thrun Law Firm, arbitrators found that Brighton Area Schools did not require its employees to work in an unsafe or hazardous environment during the 2020-21 school year. Those decisions reinforce that although some collective bargaining agreements (CBAs) have language requiring safe working conditions, that language does not guarantee a risk-free workplace during a pandemic.

In the first grievance, the teacher's union alleged that the District's Back-to-School Plan, which included in-person student learning four days per week, resulted in unsafe or hazardous conditions for employees because six-foot social distancing could not be enforced. *Brighton Area Schs*, AAA Case No. 01-20-0015-6548 (2021). For relief, the union requested all on-line learning or an alternative schedule that required student capacity of 50% or less in each building.

As evidence of the alleged CBA violation, the union offered positive COVID-19 case numbers in the District. The union's witnesses, however, could not explain whether the cases involved students or employees, where the individuals contracted the disease, or whether any of the positive cases were caused by a lack of social distancing.

The District explained how it balanced various interests in creating its Back-to-School Plan and safety measures, noting that its intermediate school district and county health department approved the Plan. The arbitrator found that the union failed to sustain its burden of demonstrating that employees were required to work in unsafe or hazardous working conditions.

In the second grievance, the arbitrator addressed whether the District's COVID-19 Preparedness and Response Plan exposed teachers to an unsafe or hazardous work environment because it required them to spray desks with a cleaning solution between classes and, in some cases, wipe off the solution. *Brighton Area Schs*, AAA Case No. 01-20-0015-6546 (2021). As a remedy, the union requested that third-party contractors perform the cleaning.

The District presented evidence demonstrating its research in choosing the least harmful cleaning solution. It also showed that having a contractor clean desks in each classroom between every class period would in-

crease its contractor personnel by 1,000%, since a contracted person would have to be assigned permanently to every classroom.

Dismissing the union's claim, the arbitrator found that the cleaning solution was safe for its intended use and that it did not endanger the health, safety, or well-being of teachers or students.

Although these decisions are not binding on other Michigan schools, they should provide comfort to, and support for, schools facing similar grievances.



Contingency Learning Plans for the 2021-22 School Year

School officials should review each student's Individualized Education Program (IEP) and consider whether a Contingency Learning Plan (CLP) should be created or modified for this school year.

In general, a CLP is a written plan that addresses when a student may need to receive special education and related services virtually or in an alternate format due to COVID-19. A CLP should describe the circumstances that would trigger its use. It should also describe the special education and supplemental aids and services to be provided during its implementation. CLPs are optional, not legally required. But, in the absence of a CLP, it may be necessary to amend a student's IEP if circumstances change and the IEP is written in a manner that is not location-neutral as to the delivery of special education and related services (i.e., it cannot be implemented in the same or similar manner during in-person and remote instruction).

In response to COVID-19 school closures in 2020, the Michigan Department of Education, Office of Special Education, highly recommended that schools develop CLPs outside of the IEP process (i.e., without parent/guardian input, an IEP Team meeting, an IEP amendment, or prior written notice). Thrun Law Firm repeatedly advised schools that CLPs must be completed through either the IEP or IEP amendment process.

If your school developed CLPs without convening an IEP Team meeting or completing a proper IEP amendment, we strongly recommend not doing so this year. The school should convene an IEP Team meeting or complete an IEP amendment with parent/guardian agreement *before* drafting or implementing a CLP. Relatedly, if a student's previous CLP was not developed through the IEP or IEP amendment process, did not provide the student a Free Appropriate Public Education (FAPE), *or* is expired, then a new CLP or an updated IEP may be necessary.

The supplemental aids and services section of the IEP should reference the CLP as follows:

The IEP Team determined that the Student requires a Contingency Learning Plan to address potential COVID-19 related interruptions to in-person instruction. The Contingency Learning Plan is attached to this IEP and may be amended by the District, in consultation with the Student’s parent/guardian, outside of the IEP process.

A copy of the CLP and any later modifications should be provided to the parent/guardian and should be accompanied with prior written notice.

A student’s IEP is the school’s offer of FAPE that drives special education programs and services. A CLP is typically not necessary if the IEP Team develops an IEP for the student that is location-neutral and reflects the programs and services to be provided to the student.

Ultimately, school officials must ensure that students with disabilities receive a FAPE, including the special education and related services identified in the IEP. Failure to do so may violate the Individuals with Disabilities Education Act.

Thrun Law Firm developed a template COVID-19 CLP with instructions for its use, which is available for purchase for \$265. Please contact a Thrun special education attorney to purchase a copy.

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**Back to Basics:
Court Orders and Child Custody**

A mother is in your office, furious that your staff allowed her child’s father to volunteer at a class party. She claims that she has sole custody of the child during the week and the child’s father is not allowed to see the child during school. How do you respond?

When faced with parental disputes, school officials first should review any applicable court order for guidance. Under Section 7 of the Michigan Child Custody Act (MCCA), a court may issue a child custody order that it determines is in the child’s best interest. The order may: 1) award child custody, 2) establish parenting

time, and 3) address any other matter concerning the child.

MCCA Section 7a states that a court order may contain “any reasonable terms or conditions that facilitate the orderly and meaningful exercise of parenting time.” Accordingly, a court order may address parental access to the child’s education records, parental sign-out rights, or parenting time at school. If a parent claims that a child’s other parent is not allowed access to the child or their child’s education records, school officials should ask to see the court order that allegedly contains such a prohibition.

Schools should only rely on the plain language of a court order. The Michigan Supreme Court has stated that courts speak only through their orders, judgments, and decrees. A school official should therefore not rely on a parent’s statement that a judge “said” or “meant” something that is not contained in the order. If an order is incomplete, ambiguous, contradictory, or issued by an out-of-state court, school officials should consult with legal counsel. School officials should also consider consulting with legal counsel to ensure that the order has not been modified or rescinded.

Parents at School

Schools have *no* duty to police or monitor parenting time. Further, school officials should not presume that only parents with physical custody have a right to contact their child at school. Notably, the Michigan Attorney General has opined that divorced parents have a right to continuing contact with their child, regardless of custody, unless a court order specifically revokes or limits such access.

Access to Student Education Records

Under state law and the Family Educational Rights and Privacy Act (FERPA), parents are presumed to have equal access to their child’s education records unless a court order expressly prohibits such access. Even if a parent’s visitation rights have been revoked, the parent *may* still have access to the student’s education records. School officials should check the court order to verify the extent of any such restrictions. Moreover, school officials should avoid disclosing information from student education records to a parent’s attorney without written parental consent, absent a FERPA exception.

Final Advice

School officials can get into trouble navigating family feuds when relying on a parent’s assertions about parental rights. School officials should make every effort to remain neutral in family disputes. Remind staff to remain professional and follow school policy when responding to parent requests. To the extent possible, school should be a “drama-free zone” for the student.

U.S. Department of Labor Rescinds Joint-Employer Regulations

The Fair Labor Standards Act (FLSA) requires employers to pay nonexempt employees overtime (1.5 x the employee's regular rate of pay) for hours worked in excess of 40 in a week. An employee's hours worked for two different employers may be combined if the employers are deemed "joint employers." Importantly, joint employers share responsibility for overtime pay.

The FLSA does not define "joint employers," but it broadly defines "employer" to include "any person acting directly or indirectly in the interest of an employer in relation to an employee." Guidance and regulations established by the U.S. Department of Labor (DOL), which enforces the FLSA, have been amended frequently over the years, seemingly influenced by political pressure.

On July 30, 2021, the DOL issued a final rule rescinding its regulations on joint-employer determinations. The rescission takes effect on September 28, 2021.

The soon-to-be-rescinded regulations applied a multi-factor test that narrowly construed joint employment. The DOL opined that the test improperly conditioned joint employment on an entity's control over the worker. The DOL explained that the joint employment determination should consider the worker's economic dependence on each employer. With the rescission, the DOL aims to ensure that more workers receive overtime protections.

The final rule did not provide new factors that would determine whether an entity is a joint employer. The rule defers to courts and leaves uncertain which tests the DOL will apply, concluding only that the DOL "will continue to consider legal and policy issues relating to FLSA joint employment before determining whether alternative regulatory or sub-regulatory guidance is appropriate." The Sixth Circuit Court of Appeals has not established a test for FLSA joint employment, and lower federal courts in Michigan currently apply different tests.

As joint-employer standards continue to change, school officials should be especially cautious when an employee of a third-party contractor who performs services at their school is also employed directly by their school, resulting in total weekly employment over 40 hours. That type of arrangement could trigger FLSA joint-employer liability for overtime pay.



CBA Language and Past Practice Bar ULP Over Unilateral Salary Reductions

The Michigan Employment Relations Commission (MERC) recently adopted the recommended order of a MERC Administrative Law Judge (ALJ), who concluded that an employer did not violate the Public Employment Relations Act (PERA) by soliciting individual bargaining unit members to accept a voluntary salary reduction and then implementing that reduction without union consent. *Wayne State Univ*, MERC Case No. 20-G-1052-CE (2021).

The decision serves as a reminder that if a CBA addresses a subject, the employer may make unilateral decisions concerning that subject, provided those decisions are consistent with CBA terms. This MERC decision further reinforces that a past practice may, in limited circumstances, permit an employer to directly negotiate with unionized employees.

Wayne State University officials requested that clinical faculty agree to a 26% salary reduction for the last quarter of 2020 due to COVID-19-related revenue loss. The union alleged the University's conduct violated PERA because the University unilaterally changed working conditions and bargained directly with bargaining unit members.

The CBA had a salary schedule with minimum salaries and stated that the University may provide salaries "in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the unit." The CBA stated that the University could adjust faculty compensation "to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities."

Clinical faculty were appointed for one, two, or three-year employment terms. University officials conducted annual reviews of clinical faculty and negotiated salary adjustments directly with faculty members during those reviews.

PERA requires an employer to bargain with a union about bargaining unit employees' wages, hours, and other employment terms and conditions. An employer can fulfill that obligation by bargaining about a subject and memorializing agreement on that subject in a CBA. Moreover, PERA prohibits employers from negotiating directly with bargaining unit employees if the negotiations are likely to erode the union's position as their exclusive bargaining representative.

In dismissing the union’s claims, the ALJ concluded that faculty salary adjustments were covered by the CBA and, therefore, the University had no duty to bargain with the union before implementing those adjustments. The ALJ reached that conclusion notwithstanding the union’s argument that the CBA permitted salary reductions only in certain circumstances.

The ALJ also concluded that the University did not engage in direct dealing due to its established past practice of bargaining salary adjustments at annual evaluation meetings. The ALJ added that given the University’s practice of directly negotiating salaries, direct salary reduction negotiations did not erode the union’s position as the exclusive faculty bargaining representative.

Whether an employer has a duty to bargain over a particular employment term is a fact-specific analysis, often influenced by specific CBA language. Although the union conceded a past practice, a binding past practice is typically difficult to establish – requiring clarity, consistency, and mutual acceptance by both the employer and the union. To mitigate against a potential unfair labor practice charge, consider consulting with legal counsel before asserting that a matter is covered by a CBA or negotiating employment terms directly with bargaining unit members.



Out-of-Work Conduct May Contribute to a Hostile Work Environment

The Michigan Court of Appeals recently determined that an employee made a viable hostile work environment claim under Michigan’s Elliott-Larsen Civil Rights Act based on a coworker’s conduct in and outside the workplace. *Turner v Dep’t of Corr*, COA Docket No. 353323 (2021).

Turner, a female corrections officer, began working for the Michigan Department of Corrections (MDOC) in May 2015. According to Turner, Goudy – a male MDOC corrections officer – began harassing her shortly after she started. Goudy repeatedly asked Turner out on dates, blew her kisses, attempted to hug her, and visited her unit to taunt her. He also cursed at her, threatened her, and said things such as “I’m going to follow you. I’m going to get you. I’m going to wear you down.”

In 2016, Goudy began harassing Turner outside work. He followed her in his car when she left work; drove by her apartment numerous times; and pulled up next to her car, blew her kisses, and said “I’m going to get you.” In February 2018, Goudy made a Facebook post where he accused Turner of lying about him, called her “crazy,” and attached a photo of her to the post.

Turner reported Goudy’s conduct to union representatives, her MDOC supervisors, and the police. She also filed formal discriminatory harassment complaints with the MDOC. While MDOC found that most of

Turner’s allegations did not fall under its discriminatory harassment policy, it did conclude that Goudy had violated workplace rules as to Turner’s Facebook post complaint and suspended him for three days.

In 2018, Turner sued the MDOC and Goudy alleging a sexually hostile work environment, among other claims. The trial court found that there was sufficient evidence for Turner to proceed to trial on her hostile work environment claim. The MDOC appealed.

To establish a hostile work environment Turner had to prove that, among other things, she was subjected to unwelcome communication or conduct on the basis of sex that substantially interfered with her employment or created an intimidating, hostile, or offensive work environment. Goudy’s history of conduct and verbal statements toward Turner both on the job and outside of the workplace satisfied that requirement.

The *Turner* decision demonstrates that conduct outside of the workplace can be relevant for hostile work environment claims. Accordingly, employers should consider inappropriate social media posts and outside-of-work conduct, in addition to inappropriate conduct in the workplace, when investigating a hostile work environment claim.



2022 Election Dates and Deadlines

A school district may place millage and bond propositions on the ballot for the three regular election dates each year (four in a presidential election year), as well as certain petition initiative election dates.

The following 2022 regular election dates are available for voting millage or bond proposals:

- May 3
- August 2
- November 8

A certified copy of the school board resolution approving ballot language for millage or bond propositions must be filed with the school’s election coordinator (typically the county clerk) at least 12 weeks before the chosen election date. For the May 2022 election date, that filing deadline is February 8, 2022, at 4:00 p.m. If your school district is considering a millage or bond proposition for next May, please contact the attorney who assists your district with election matters as soon as possible.

Registered electors in a school district also may circulate petitions to place a millage or bond proposition on the ballot on a date other than the regular election dates listed above. Petitions bearing a sufficient number of signatures must be filed at least 12 weeks before the applicable election date. For 2022, the available petition initiative “floater” election dates are:

January 4, 11, 18, 25
 February 1, 8, 15, 22
 March 1, 8, 15, 22, 29
 June 14, 21, 28
 September 13, 20, 27
 October 4
 December 20, 27

The 2022 regular and “floater” election dates may be used to seek voter approval for any of the following:

- Millage renewal;
- Restoration/override of Headlee reduction to existing millage;
- New millage, such as sinking fund, recreational, special education, vocational education, or regional enhancement; or
- Bonds.

For a new bond issue that a district would like qualified under the School Bond Qualification and Loan Program, school officials should contact their bond attorney at least five months before the prospective election date to schedule a preliminary qualification meeting with the Department of Treasury. For the May 2022 election date, Treasury has many dates available in November for preliminary qualification meetings, but only a limited number of available dates in December and January.

The Michigan Legislature is considering legislation that would eliminate the May and August election dates and add a June regular election date, effective January 1, 2023. We will continue to monitor this legislation and inform clients of its potential impact.

If you have questions about voted bonds or millages, please contact the Thrun attorney who assists your school district with election matters.

Municipal Finance & Elections Practice Group

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Fredric G. Heidemann	517-374-4535
Matthew F. Hiser	248-533-0737
Christopher J. Iamarino	517-374-8862
Ian F. Koffler	517-374-8865
Ryan J. Nicholson	517-374-8863
Jeffrey J. Soles	517-374-8835



Title IX Comprehensive Training – Sign Up Today!

One year ago, new Title IX regulations went into effect, significantly changing schools’ obligations when addressing sexual harassment complaints. Due to popular demand, Thrun Law Firm is continuing to offer Comprehensive Title IX Sexual Harassment Training to assist schools with their Title IX compliance.

This comprehensive training is for all K-12 employees who serve as Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, or Informal Resolution Facilitators in the Title IX Grievance Process. This session satisfies Title IX training requirements and covers, among other topics, the complaint, dismissal, investigation, decision, and appeal procedures, documentation requirements, and the definition of sexual harassment. The training will ensure that school officials responsible for implementing Title IX are well-versed on Title IX legal requirements.

The virtual training is scheduled for Tuesday, September 21, 2021 from 10:00 a.m. – 3:00 p.m. The cost is \$195 per person for retainer clients and \$295 per person for non-retainer clients. An order form is attached to this month’s *School Law Notes*.

Thrun Law Firm will also be presenting on Title IX at the MASA Annual Conference on September 23, 2021 and to the MASSP on September 29, 2021. As a reminder, the MASA and MASSP presentations do not satisfy comprehensive training requirements.



Policy Corner

Policy Spotlight: 3305 Sale or Lease of District Property

A school has broad authority under the Revised School Code to sell or lease its property. School policies, however, sometimes impose prerequisites that are not legally required for property sales and leases, such as property appraisals or proof of a buyer’s or lessee’s financial stability.

Although a school may certainly consider such matters when determining whether to sell or lease property, requiring consideration of those matters by policy may make a highly desirable or time-sensitive sale or lease more difficult. Moreover, listing such matters as requirements in a policy may provide ammunition to community members who oppose the sale or lease, opening the door to potential claims based on a school’s failure to follow its policies. Enter Thrun Policy 3305.

Policy 3305, like the Revised School Code, provides a school broad authority and flexibility to sell or lease its property. Policy prerequisites for property sales or leases are minimal and track legal requirements. For example, the Policy requires the superintendent or designee to contact the school’s financial advisor or legal counsel to investigate tax consequences for sales of real property financed with tax-exempt bonds. Real property with outstanding bonded debt triggers certain legal requirements that must be satisfied before sale for a school to avoid tax liability for the bonds. The Policy also flags the constitutional requirement that a school must transfer property interests for fair value, as determined by the school board.

The bottom line: Policy 3305 helps streamline property sales and leases. Thrun Law Firm has also developed template purchase agreements and leases that can be tailored to your school’s unique transaction. Please contact a Thrun real estate attorney for more information.

If you have any questions or would like additional information about the Thrun Policy Service, please email policy@thrunlaw.com.

Real Estate Practice Group

Philip G. Clark	517-374-8849
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Piotr M. Matusiak	517-374-8824
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Reminder: School Safety Drill Requirements and September 15 Scheduling Deadline

Despite the COVID-19 pandemic, Michigan’s Fire Prevention Code still requires each school district, intermediate school district, and public school academy operating any of grades K-12 to conduct fire, tornado, and lockdown drills.

During the 2021-22 school year, a school must conduct the following:

- A minimum of 5 fire drills. At least 3 of those drills must be held by December 1, and the other 2 drills must take place during the remainder of the school year with a reasonable interval between the drills.
- A minimum of 2 tornado drills. At least 1 of those drills must be held in March.
- A minimum of 3 lockdown drills. At least 1 of those drills must be held by December 1, and at least 1 must take place after January 1.

At least 1 of the drills must take place “during either lunch or recess period, or at another time when

a significant number of the students are gathered but not in a classroom.”

By September 15, the school’s chief administrator (e.g., the superintendent) must provide a list of the scheduled drill days to the county emergency management coordinator.

The Fire Prevention Code allows a school to reschedule a safety drill due to an epidemic, health condition (as defined by city, county, or state health authorities), or another condition not within the control of school authorities. A school must, however, reschedule the safety drill within 10 days.

Within 30 days after conducting a safety drill, school officials must post documentation on the school’s website that the drill occurred. Documentation must include the school’s name; the school year; the drill date, time, and type; the number of completed drills to date for that drill type; the school principal’s or designee’s signature acknowledging the drill; and the name of the person who conducted the drill, if not the school principal. The school’s website must provide this information for at least three years.

Last fall, MDE issued drill-related guidance, in collaboration with the Department of Licensing and Regulatory Affairs’ Bureau of Fire Services and the State Fire Marshal. That guidance recommended schools stagger dismissals by classroom and use multiple evacuation locations to allow for social distancing. The guidance also clarified that, without a legislative amendment to the Fire Prevention Code, drill requirements remain applicable to schools that have adopted a virtual instruction model.

The school’s chief administrator should be mindful of the upcoming September 15 scheduling deadline and contact the local county emergency management coordinator about recommended practices.



OMA Non-Compliance May Result In Hefty Costs

As reported in last month’s *School Law Notes*, the Sixth Circuit Court of Appeals recently ordered a Michigan township to pay over \$137,000 in legal fees due to a board member intentionally violating the Michigan Open Meetings Act (OMA). *Cook v Greenleaf Twp*, Case No. 20-1985 (CA 6, 2021). Similarly, the Michigan Court of Appeals recently ruled that even substantial compliance with the OMA does not defeat a claim for statutory damages, court costs, and attorney fees for an intentional OMA violation. *Spalding v Swiacki*, COA Docket No. 354598 (2021). Non-compliance with the OMA may therefore result in costly penalties.

Although some boards continue to conduct electronic meetings in the limited circumstances permitted by the OMA, confusion over legal requirements for electronic meetings continues. Thrun Law Firm has developed a model Electronic Board Meeting Package that contains documents to assist your board with OMA compliance. The package includes a model policy, a board resolution adopting the policy, advance notice of remote participation instructions, a remote attendance script, an electronic board meeting notice, an affidavit of website posting, and an electronic board meeting checklist. School officials may personalize the package by completing a few blanks.

The package cost is \$250 for retainer clients and \$400 for non-retainer clients. If you would like to purchase the package, please complete and return the order form attached to this month's *School Law Notes*. Thrun Law Firm Policy Service clients have already received the package at no charge.

Thrun Law Firm will also be hosting an Open Meetings Act webinar on September 16, 2021. The cost to attend is \$150 per person for retainer clients and \$300 per person for non-retainer clients. An order form is attached to this month's *School Law Notes*.

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Constitution and Citizenship Day

Federal law designates September 17 as Constitution Day and Citizenship Day and urges educational institutions "to make plans for the proper observance" of those holidays. School officials may consider providing instruction on the U.S. Constitution and citizenship on September 17, or they may contact their county bar association to ask if local attorneys are available to present on those topics. Thrun attorneys have previously worked with county bar associations and school officials to help celebrate those holidays by providing instruction on the U.S. Constitution.

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Schedule of Upcoming Speaking Engagements

Thrun Law Firm attorneys are scheduled to speak on the legal topics listed below.
For additional information, please contact the sponsoring organization.
www.thrunlaw.com/calendar

Date	Organization	Attorney(s)	Topic
September 9, 2021	Thrun Law Firm Title IX Lunch & Learn Webinar	Robert A. Dietzel Jennifer K. Starlin	Uncooperative Parties and Witnesses
September 10, 2021	Marquette-Alger RESA	Lisa L. Swem	Investigation and Discipline School Law Update
September 16, 2021	Thrun Law Firm Webinar	Jennifer K. Starlin Jessica E. McNamara	Open Meetings Act
September 21, 2021	MSBO	Christopher J. Iamarino	Introduction to School Business
September 21, 2021	Thrun Law Firm Webinar	Jennifer K. Starlin Jessica E. McNamara	Title IX Comprehensive Training
September 23, 2021	MASA	Raymond M. Davis Katherine W. Broaddus Jessica E. McNamara	Assure Your District Policies Support Student Recovery
September 23, 2021	MASA	Margaret M. Hackett	OCR's NWA Team Approach to Resolving Website Accessibility Complaints
September 23, 2021	MASA	Roy H. Henley Jennifer K. Starlin	Title IX, Year 2: Avoiding Mirrors, Trap Doors, and Tree Snares
September 23, 2021	MASA	Jessica E. McNamara	Supporting LGBTQ Students and Employees: Addressing, Investigating, and Eliminating Sex Discrimination
September 29, 2021	MASSP	Jennifer K. Starlin Jessica E. McNamara	Title IX for Principals
October 5, 2021	MSBO	Philip G. Clark	Construction and Renovation
October 7, 2021	MNA	Lisa L. Swem	Trending Union Tactics
October 7, 2021	MNA	Raymond M. Davis Timothy T. Gardner, Jr.	Bargaining for the Long Term with Short-Term Revenue
October 7, 2021	MNA	Katherine W. Broaddus	Post-Pandemic Practices
October 8, 2021	UPSBO	Fredric G. Heidemann	Contract Basics
October 19, 2021	Metro Bureau	Timothy T. Gardner, Jr. Cristina T. Patzelt	Return to In-Person Learning and Other Legal Developments
October 20-23, 2021	Education Law Association	Daniel R. Martin	Where Partisan Politics and Public Schools Collide
November 17, 2021	MSBO	Christopher J. Iamarino	Bonding/Borrowing/Investing
March 16, 2022	MSBO	Timothy T. Gardner, Jr.	Labor Relations and Employment Law

VII. ITEMS FOR DISCUSSION AND/OR ACTION

- A. The Superintendent recommends the Board affirm the CTE Course offerings as presented for the purposes of the Conceptual Design of the Career and Technical Education Center.

DRAFT COURSE RECOMMENDATIONS

COURSES AT CAREER CENTER

Agriculture, Food and Natural Resources

- 01.0903 Animal Health and Veterinary Sciences
- 01.0000 Agriculture, Agricultural Operations and Related Sciences

Architecture and Construction Trades

- 46.0000 Construction Trades
- 46.0301 Electrical and Power Transmission Installation
- 46.0503 Plumbing Technology
- 47.0201 Heating, Air Conditioning, Ventilation and Refrigeration

Energy

- 46.0303 Line Worker

Health Science

- 51.0000 Health Sciences/Allied Health/Health Sciences, General
- 51.1000 Clinical/Medical Laboratory Science/Research and Allied Professions
- 51.0707 Health Information/Medical Records Technology/Technician
- 26.0102 Biomedical Sciences, General

Hospitality and Tourism

- 12.0500 Cooking and Related Culinary Arts, General

COURSES AT SATELLITE LOCATIONS

Agriculture, Food and Natural Resources

- 03.0000 Natural Resources and Conservation

Human Services

- 12.0400 Cosmetology

Transportation, Distribution and Logistics

- 49.0101 Aeronautics/Aviation/Aerospace Science and Technology

Information Technology

- 11.0801 Digital/Multimedia and Information Resources Design
- 11.0201 Computer Programming/Programmer
- 11.0901 Computer Systems Networking and Telecommunications

Law, Public Safety and Protective Services

- 43.0100 Public Safety/Protective Services

Manufacturing and STEM

- 48.0501 Machine Tool Technology/Machinist
- 48.0508 Welding, Brazing, and Soldering
- 14.4201 Mechatronics

Transportation, Distribution and Logistics

- 47.0399 Heavy/Industrial Equipment Maintenance Technologies
- 47.0603 Collision Repair Technician (ASE Certified)
- 47.0604 Automobile Technician (ASE Certified)

New

- Supply Chain
- Design

COURSES AT LOCAL SCHOOL DISTRICTS

Business Management and Administration

- 52.0299 Business Administration Management and Operations

Education and Training

- 13.0000 Education General

Finance

- 52.0800 Finance and Financial Management Services

Marketing

- 52.1999 Specialized Merchandising, Sales, and Marketing Operations, Other

To: KRESA Board of Education
From: Eric Stewart, Assistant Superintendent of Career and Talent Development
Date: September 16, 2021

RE: CTE Course List for Board Action

The attached list represents the full slate of initial courses recommended for inclusion in the KRESA Career Center design. We are seeking approval of this course list, as recommended by the CTE Steering Committee, and supported through the four-part labor market analysis completed in partnership with the W.E. Upjohn Institute for Employment Research and the University of Michigan Youth Policy Lab.

With Gratitude,

Eric Stewart
Assistant Superintendent of Career and Talent Development

B. Approval of MASB Delegate Assembly member

VIII. **ADJOURNMENT**