

MONROE PUBLIC SCHOOLS



BOARD MEETING #23

December 13, 2016

7:00 p.m.

BOARD OF EDUCATION

MR. ROBERT YEO, PRESIDENT

MR. LAWRENCE VANWASSHENOVA, VICE-PRESIDENT

MR. RYAN PHILBECK, SECRETARY

DR. TEDD MARCH, PARLIAMENTARIAN

MR. MATTHEW BUNKELMAN, TRUSTEE

MRS. FLOREINE MENTEL, TRUSTEE

MRS. CYNTHIA TAYLOR, TRUSTEE

SUPERINTENDENT OF SCHOOLS

DR. BARRY N. MARTIN

“Monroe Public Schools is committed to being the premier education organization in the region. We are devoted to promoting high expectations for all in a state-of-the-art 21st century curriculum. We recognize that the students and communities we serve are our customers, and we promise to make all decisions in their best interest.”

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Prepared by the Office of the Superintendent, Gayle Lambert, Administrative Assistant

MONROE PUBLIC SCHOOLS BOARD OF EDUCATION

Board Meeting #23
Tuesday, December 13, 2016
7:00 p.m.

AGENDA

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| | | |
|---|-------------|----|
| A. Roll Call and Call to Order | Mr. Yeo | 1 |
| 1. Pledge of Allegiance to the Flag | Mr. Yeo | |
| 2. Student Art Projects | Dr. Martin | |
| 3. Board Member Recognition | Dr. Martin | |
| (15 Minute Recess for Refreshments) | | |
| B. Public Commentary –Agenda Items Only | Mr. Yeo | |
| C. Discussion and Action Items | | |
| 1. Approval of Minutes | Mr. Yeo | 2 |
| Move to approve the minutes of the following meetings as submitted: | | |
| • November 22, 2016, Board Work Session | | |
| • November 22, 2016, Board Meeting #22 | | |
| 2. Reports and Updates | Mr. Yeo | 7 |
| • November 21, 2016, Board Curriculum Committee Meeting Minutes | | |
| • December 5, 2016, Board Personnel Committee Meeting Minutes | | |
| 3. Staff Resignations | Mrs. Everly | 25 |
| Move to approve the resignations from Monroe Public Schools of Polly Fraser, Nicole Miller, and Joseph Kaissieh effective at the end of the day on December 21, 2016. | | |
| 4. Executive Administrator Appointment | Mrs. Everly | 29 |
| Move to approve the appointment of Cindy Flynn as an Executive Director with Monroe Public Schools effective January 1, 2017, and place on the appropriate salary level for this position upon completion of all pre-employment requirements. | | |
| 5. Coaching Recommendation | Mrs. Everly | 33 |
| Move to approve Christopher Clark as a coach for the 2016/17 school year; as per the MCEA Master Agreement. | | |

- | | | |
|--|--------------------|-----------|
| <p>6. Vertical Milling Machine Move to approve the purchase of the Vertical Milling Machine from Southwestern Industries, Inc. at a cost not to exceed \$9,835.00. This purchase will be funded using the available Perkins Grant funds.</p> | <p>Mrs. Everly</p> | <p>34</p> |
| <p>7. Lucy Calkins Units of Study for Teaching Reading Move to approve the purchase of ninety-eight (98) Units of Study for Teaching Reading K-5 Bundles at a cost not to exceed \$32,962.30. This expenditure will be funded utilizing the allocated 2016-2017 curriculum budget.</p> | <p>Mrs. Everly</p> | <p>39</p> |
| <p>8. Catch Basins – SMT Property Move to accept the bid of \$16,700.00 from D & R Demolition to install catch basins on the former South Monroe Townsite Elementary School property. Money for this purchase will come from the district site sinking fund.</p> | <p>Mr. Oley</p> | <p>42</p> |
| <p>9. District Fire Equipment Repairs Move to accept the bid of \$11,907.65 from Cintas Fire Protection to complete the necessary repairs to the fire sprinkler systems and extinguishers. Money for this purchase will come from the Operations budget.</p> | <p>Mr. Oley</p> | <p>49</p> |
| <p>10. Mobile Devices for Staff Move to approve the purchase of mobile devices for staff at a cost not to exceed \$120,000.00. This purchase will be funded by the Technology Millage and the SPOT bid rebate.</p> | <p>Mr. Payne</p> | <p>64</p> |
| <p>11. Board Policy 2020-R Administrative Organization Move to approve Board Policy 2020-R Administrative Organization as written effective January 1, 2017.</p> | <p>Dr. Martin</p> | <p>68</p> |
| <p>12. Superintendent’s Comments</p> | <p>Dr. Martin</p> | |
| <p>13. Old Business</p> | <p>Mr. Yeo</p> | |
| <p>14. New Business</p> | <p>Mr. Yeo</p> | |
| <p>15. Public Commentary – Any Topic</p> | <p>Mr. Yeo</p> | |
| <p>16. Adjournment Move that the December 13, 2016, Board Meeting #23 of the Monroe Public Schools Board of Education be adjourned.</p> | <p>Mr. Yeo</p> | <p>70</p> |

ROLL CALL

| | <u>Present</u> | <u>Absent</u> |
|-------------------|----------------|---------------|
| Mr. Bunkelman | _____ | _____ |
| Dr. March | _____ | _____ |
| Mrs. Mentel | _____ | _____ |
| Mr. Philbeck | _____ | _____ |
| Mrs. Taylor | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ |
| Mr. Yeo | _____ | _____ |

APPROVAL OF MINUTES

ENCLOSURES

- November 22, 2016, Board Work Session Minutes
- November 22, 2016, Board Meeting #22 Minutes

RECOMMENDATION

Move to approve the following minutes as submitted:

- November 22, 2016, Board Work Session
- November 22, 2016, Board Meeting #22

MOTION: _____ **SUPPORT:** _____ **ACTION:** _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|------------|------------|----------------|---------------|
| Mr. Bunkelman | _____ | _____ | _____ | _____ |
| Dr. March | _____ | _____ | _____ | _____ |
| Mrs. Mentel | _____ | _____ | _____ | _____ |
| Mr. Philbeck | _____ | _____ | _____ | _____ |
| Ms. Taylor | _____ | _____ | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ | _____ | _____ |
| Mr. Yeo | _____ | _____ | _____ | _____ |

MONROE PUBLIC SCHOOLS BOARD OF EDUCATION

Work Session

Tuesday, November 22, 2016

5:30 p.m.

MINUTES

Roll Call and Call to Order

Board Members Present: President Robert Yeo, Vice President Lawrence VanWasshenova, Parliamentarian Dr. Tedd March (arrived at 6:58), Trustee Floreine Mentel, and Trustee Cynthia Taylor

Board Members Absent: Secretary Ryan Philbeck, Trustee Matthew Bunkelman

Administrators Present: Barry Martin, Julie Everly, Katherine Eighmey, Jerry Oley

Administrators Absent: David Payne

President Yeo called the meeting to order at 6:14 p.m.

Eidex

Dr. Doug LaFleur, who is founder and president of Eidex, explained that Eidex Focus is a data analytical tool for K-12 administrators. With Eidex, administrators can evaluate and analyze data, compare with peers, discover trends, set realistic goals and gain insight into the district. Using real financial and student data for Monroe Public Schools, Dr. LaFleur was able to compare our data to schools around the state with similar enrollments.

The State allocated money to reimburse districts for the licensing of school data analytical tools. For the first year, Eidex will refund the difference of the reimbursement received by the State.

Adjournment

Motion by Mr. VanWasshenova; support by Mrs. Mentel that the 5:30 p.m., November 22, 2016, Work Session of the Monroe Public Schools Board of Education be adjourned.

Vote: Motion carried by a 5-0 hand vote at 7:06 p.m.

Ryan Philbeck, Secretary

MONROE PUBLIC SCHOOLS BOARD OF EDUCATION

Board Meeting #22

November 22, 2016

7:00 p.m.

MINUTES

Roll Call and Call to Order

Board Members Present: President Robert Yeo, Vice President Lawrence VanWasshenova, Parliamentarian Dr. Tedd March, Trustee Floreine Mentel, and Trustee Cynthia Taylor

Board Members Absent: Secretary Ryan Philbeck, Trustee Matthew Bunkelman

Administrators Present: Barry Martin, Julie Everly, Katherine Eighmey, Jerry Oley, David Payne

Administrators Absent: None

President Yeo called the meeting to order at 7:12 p.m.

Public Commentary-Agenda Items Only

Mr. Yeo asked the Board's permission to allow public commentary on non-agenda items.

Ralph Woodbury, MPS bus driver, commented on the staff parking lot at the transportation center. Mr. Oley addressed his concerns.

Approval of Minutes

Motion by Mr. VanWasshenova; support by Mrs. Mentel to approve the minutes of the following meetings as submitted:

- November 8, 2016, Board Work Session
- November 8, 2016, Closed Meeting
- November 8, 2016, Board Meeting #21

Vote: Motion carried by a 5-0 roll call vote.

Reports and Update

The Contracted Services Recommendations report was received.

Staff Resignation

Motion by Mrs. Taylor; support by Mrs. Mentel to approve the resignation from Monroe Public Schools of Stephanie Radovan-Cicero effective November 25, 2016.

Vote: Motion carried by a 5-0 roll call vote.

Consent Agenda – Staff Appointments

Motion by Mrs. Mentel; support by Mr. VanWasshenova that Agenda Items C.5 through C.7 be considered as a Consent Agenda, and that the consent agenda items be approved as recommended.

Vote: Motion carried by a 5-0 roll call vote.

- C.5 **Staff Appointment** – Move to approve the appointment of Cassandra Shook as the Accounting Supervisor with Monroe Public Schools effective December 1, 2016 and place on the appropriate salary level for this position upon completion of all pre-employment requirements.
- C.6 **Staff Appointment** – Move to approve the appointment of Ashley Wagner as a Level 3

Computer Technician with Monroe Public Schools effective November 21, 2016, and place on the appropriate salary level for this position upon completion of all pre-employment requirements.

- C.7 **Staff Appointment** – Move to approve the appointment of Danielle Portteus as the Community Engagement Coordinator with Monroe Public Schools effective December 12, 2016, and place on the appropriate salary level for this position upon completion of all pre-employment requirements.

Teacher Tenure Recognition

Motion by Mrs. Mentel; support by Mr. VanWasshenova to confirm and endorse the granting of tenure and removal from probation for Christopher Dominguez on the appropriate anniversary date.

Vote: Motion carried by a 5-0 roll call vote.

iReady Academic Assessments – MMS

Motion by Mrs. Taylor; support by Mr. VanWasshenova to approve the purchase of the i-Ready Academic Assessments at a cost not to exceed \$11,300.00. This purchase will be funded utilizing the 2016-2017 curriculum budget.

Vote: Motion carried by a 5-0 roll call vote.

Special Education Testing Materials

Motion by Mrs. Mentel; support by Mrs. Taylor to approve the purchase of the Woodcock-Johnson testing materials from Riverside Publishing through Houghton Mifflin Harcourt in the amount of \$5,141.62. This purchase will be funded utilizing the 2016-2017 special education budget.

Vote: Motion carried by a 5-0 roll call vote.

School Data Analytical Tool

Motion by Mrs. Taylor; support by Mrs. Mentel to approve the purchase of the Eidex Focus Subscriber License and authorized user fees at a cost not to exceed \$11,432.00 plus \$250.00 per authorized user. Initial costs for the data analytical tool will be taken from the 2016/17 General Fund.

Discussion: The State will reimburse the district the cost of the license agreement, and for the first year, Eidex will refund the difference of the reimbursement received by the State. If the State does not adopt a reimbursement program for the 2017/18 fiscal year, the district can opt out of the agreement.

Vote: Motion carried by a 5-0 roll call vote.

Network Equipment

Motion by Mr. VanWasshenova; support by Dr. March to approve the purchase of two Cisco servers and switches from Presidio at a cost not to exceed \$51,736.92. This purchase will be funded by the Technology Millage.

Vote: Motion carried by a 5-0 roll call vote.

Access Control

Motion by Mr. VanWasshenova; support by Dr. March to approve the purchase of Access Control for Custer 1, Custer 2, and Arborwood North from Red Letter Productions at a cost not to exceed \$22,400.00. This purchase will be funded by the security budget.

Vote: Motion carried by a 5-0 roll call vote.

Board Policy 2020-R Administrative Organization – First Reading

Board Policy 2020-R Administrative Organization was presented as a first reading and will be on the agenda for approval at the next meeting.

Superintendent Comments

Dr. Martin wished everyone a Happy Thanksgiving.

Old Business

There was none at this time.

New Business

There was none at this time.

Public Commentary-Any Topic

There was none at this time.

Adjournment

Motion by Mr. VanWasshenova; support by Mrs. Mentel that the November 22, 2016, Board Meeting #22 of the Monroe Public Schools Board of Education be adjourned.

Vote: Motion carried by a 5-0 hand vote at 7:40 p.m.

Ryan Philbeck, Secretary

Board Meeting #23
December 13, 2016
Item #C.2

ACCEPTANCE OF REPORTS AND/OR COMMITTEE REPORTS

REPORTS AND/OR COMMITTEE REPORTS

- November 21, 2016, Board Curriculum Committee Meeting Minutes
- December 5, 2016, Board Personnel Committee Meeting Minutes

Monroe Public Schools Board Curriculum Committee



Date of Meeting: November 21, 2016
Next Meeting: December 19, 2016

- 1) **Call to Order:** Julie Everly called the meeting to order at 5:02
- 2) **In Attendance:** Montyne Barbee, Matthew Bunkelman, Julie Everly, Tedd March, Barry Martin, Floreine Mentel, Larry VanWasshenova
- 3) **Public Commentary:** None
- 4) **Lucy Calkins Reading Adoption:** The Lucy Calkins pilot project has been going on for about a year and a half. Approximately half of our elementary teachers are working with the program. The pilot program participants would like to recommend an adoption for the materials. We will bring this to the board soon for approval, so teachers can study and get to know the program before the actual adoption for the 2017-2018 school year.
- 5) **Instructional Performance Enhancement Pilot:** We have taken a look at the Waterloo Equity for Achievement enhancement program and determined that the implementation of the different targeted areas has gone well. The Board of Education set aside \$100,000 for us to plan and launch the enhancement program. Approximately \$40,000 will be used for the program we have developed, and the remainder will be used to launch an enhancement program for the rest of the teachers.

In the past, we had a program called "Performance Enhancement", and the teachers are familiar with that program name. However, with Performance Enhancement, teachers didn't know exactly how it was scored and what was valued when the applications were submitted. With a new program we would like teachers to have a clear idea of how the program will be scored and what the scores are worth. We want to be sure that student growth and proficiency lead the way, as well as the school improvement work. This will be set up so teachers can use Schoolzilla and the assessment data when applying for the performance enhancement.

Approximately one third of the teachers were involved in the former program. We don't want to speculate how many teachers will participate in this program. The teachers have been trained on the specifics that this program will be looking for, so we hope it will be much easier for them to utilize.

- 6) **Cultural Proficiency:** There was a request to have a conversation on cultural sensitivity. It has been called a lot of different things but most currently it is called Cultural Proficiency. We currently have a lot of teachers that are engaging in cultural proficiency.

Matt Bunkelman launched a conversation regarding race and how there is cultural diversity and ethnicity, but only one race – the human race. He asked about the possibility of starting a cultural diversity program as early as kindergarten, to get our students to start thinking about how we have different cultural or ethnic backgrounds, but we are all from one race, the human race. He also stated that he feels the word “race” should be removed from the “Notice of Nondiscrimination” on all of our district letterheads and official district information. Larry VanWasshenova stated it has to be on official documents, and the word race must be there since it is a law from the U.S. Department of Education Office for Civil Rights.

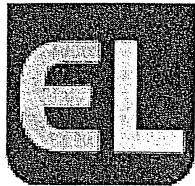
There were conversations regarding how to keep teachers focused on what topics to teach. Julie Everly stated the importance of curriculum maps and how each subject area will be updating those so that teachers know exactly what is expected to be covered.

A couple of articles were shared that were from a professional publication called Educational Leadership. This periodical is written for educators with the latest trends and issues affecting prekindergarten through higher education. The articles are attached.

- 7) **Old Business:** None

- 8) **New Business:** None

- 9) **Adjournment:** The meeting was adjourned at 6:12 p.m. by Julie Everly



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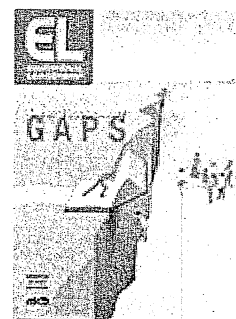
Closing Opportunity Gaps

Questioning Our Beliefs and Biases

John Krownapple, Razia F. Kosi and Shannon Keeny

A school system examines how privilege and disadvantage affect students.

Like a coin, a system of oppression has two sides: systemic advantage and systemic disadvantage. Although most of the conversation around closing achievement gaps has been centered on helping the disadvantaged, we must also focus on eliminating systemic advantage if all students are to have fair and full access to equal academic opportunities. As systems thinkers have told us, if we are serious about real, lasting change, we must address our values and beliefs, both on personal and organizational levels (Argyris, 1990; Senge et al., 1999).



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A Story of Systemic Advantage

To see more clearly how systemic advantage operates in schools, it may be helpful to look at another system that gives unearned advantage to some of its members: Canadian ice hockey.

In *Outliers: The Story of Success* (2008) Malcolm Gladwell exposes a clear pattern of achievement that correlates with professional hockey players' birthdays. Boys born shortly after January 1, the cut-off date for enrolling in youth hockey, play with and against children almost a year younger. This one-year advantage of physical growth can start a gap that only widens as years go by. This advantage often causes boys with birthdays early in the year to be funneled into elite programs with more access to practice time and superior equipment and coaches.

Thus, it's not surprising that Canadian National Hockey League (NHL) players are far more likely to have been born early in the year. Those in youth hockey with late-month birthdays fare proportionately worse, and the NHL is deprived of a larger pool of talent simply because the talent of these younger boys is not nurtured as well as it might be.

The Challenge Before Us

Like Canadian hockey, the education system cannot be leveled without a critical examination of our culture and the systemic advantages it may confer. However, the task of describing, critiquing, and changing our education culture from within is not easy. Brenda CampbellJones and Franklin CampbellJones (2002) describe this work as "akin to rewriting the script while participating in the play" (p. 143). It requires a significant commitment of time, resources, attention, and intention.

The Howard County Public School System in Central Maryland is doing just that through adopting a cultural proficiency framework (Lindsey, Roberts, & CampbellJones, 2005). Moving toward cultural proficiency is an inside-out process of personal and organizational change (Cross, Bazron, Dennis, & Isaacs, 1989) through which we become "students of our assumptions about self, others, and the context in which we work with others" (Terrell & Lindsey, 2009, p. 20). Thus, in Howard County, we started by asking all of our 7,875 employees to become more aware of their cultural assumptions.

Developing Awareness

The only way to truly close opportunity gaps is to uncover and jettison any unearned—and often invisible—advantages the system confers. This requires significant dialogue about experiences within that system from a variety of perspectives. The result is a greater awareness of how we may unwittingly participate in maintaining disparities that we say we want to eliminate. Awareness makes visible the often invisible foundations of our culture, contexts that are historically steeped in traditions of separation and inequality. We've found that certain exercises are especially effective in stimulating awareness.

Simulating Inequity

Starpower is a simulation in which a large group of participants is divided into three smaller groups, each possessing a bag containing an equal number of poker chips (Shirts, 1969). Because the value of each chip is based on the chip color, an unequal distribution of chip colors creates inequity. As players work to trade chips, the most disadvantaged group quickly realizes that the game is rigged to favor the group that started out with more valuable chips. Interestingly, the "higher" group often does not become aware of its advantaged state until those in the "low" group point it out during the debriefing.

Without exception, members of the disadvantaged group are astonished that those in the advantaged group are reluctant to acknowledge that they did not earn their power but instead possessed systemic advantage from the start. Further, not once in the dozens of times we have facilitated this experience has the privileged group used its power to transform the system into one that provides equal opportunity. When we share this observation during debriefing, participants gain insight into the moral responsibility of those benefiting from systemic advantage to fully engage in the work of education equity.

As they process this experience, participants also come to realize that the words they used to describe one another during the simulation are the same words they have used to describe students and groups within their schools: *angry, unmotivated, uncooperative, apathetic*, and so on. They realize that our education system may grant some groups a competitive edge by valuing their cultural capital over that of others. They also realize that students' anger, frustration, and apparent apathy may be responses to their perception of those gaps.

Unpacking Racial Advantage

Another linchpin in our training is the classic article "White Privilege: Unpacking the Invisible Knapsack" by Peggy McIntosh (1989). This article uses the prism of race to illustrate the concept of systemic advantage. Participants read the article and take an inventory, agreeing or disagreeing with the following statements and others drawn from McIntosh's article:

I can be sure that my children will be given curricular materials that testify to the existence of their race.

I can do well in challenging situations without being called a credit to my race.

I can be pretty sure that if I ask to talk to the "person in charge," I will be facing a person of my race.

After they complete the survey, we ask participants to line up according to their scores. Inevitably, people categorized as white have the highest scores and are clustered on one side of the room, and the gradation of skin tone is progressively darker as scores get lower. Discussing inequitable systems in the context of race evokes powerful emotions, and the learning experience is visceral—and unforgettable.

In our trainings, people regularly share that they have been taught not to "see" color and other differences. However, for many students of color, failing to see color means failing to see them (Tatum, 1997). One of the biggest changes our educators have professed is a shift away from believing that it's bad to acknowledge cultural differences. Today, our administrators and teachers are pursuing more open and constructive conversations about race, class, and culture among staff, students, and families.

From Awareness to Application

Once the will to change is present, action flows from awareness. But our experience as facilitators of professional and organizational learning has shown that the temptation to look for answers outside ourselves is alluring. Culturally proficient change requires us to examine our own assumptions as well as our schools' practices and policies, keep those that ensure fairness, and change those that don't.

Take, for example, one of our high school principals who noticed that his student graduation speakers were all white and not representative of his school's ethnic diversity. The senior committee told him that all students received information on applying to be a speaker, but only white students applied. Recognizing that this culturally blind practice did not serve all students well, this principal took deliberate action: He personally invited nonwhite students to apply to be graduation speakers. He had to take this action only that one year. In the three years since, the graduation speakers have been more representative of the school's population. The senior committee now regularly receives applications from diverse students.

Because every community is unique, applications of a culturally proficient framework will vary. We describe here a few intentional actions that have emerged from individuals and groups within our district. What emerges in your area may look different, but perhaps our experience can act as a guide.

Changing Our Perceptions

A high school biology teacher of East Asian descent shared that she never felt talented in math and attributed her success in high-level math classes to her teachers' high expectations. Reflecting on this after our seminar, this teacher realized that her own current negative beliefs about her failing students had great influence. She saw that she needed to change her beliefs in order to change her practice. Once she did, her failing students began succeeding.

To balance class sizes among 5th grade teachers, a teacher responsible for teaching above-grade-level math assumed instruction of a second group of students that had been receiving on-grade-level instruction for the first month of the year. The teacher's original plan was to manage two different grade levels of instruction. However, when she realized that the new students believed they had just been promoted to a higher grade level, she decided not to tell them and instead to change her beliefs about the students. By the end of the year, all her students easily passed the 6th grade math assessment. Two years later, each of these students was still performing above grade level in math.

A middle school science teacher who taught several classes of students labeled as "gifted and talented" had one class that he referred to as his "regular" class. This was the class he dreaded because of the students' "behavior problems." During a moment of awareness, he questioned his beliefs about these "regular" students. Was the way he treated them different because of his beliefs associated with their label? He decided to stop thinking about his students as "regular" and instead to perceive and treat them as though they possessed the "gifted" label. He has since testified in front of districtwide audiences about how the students' behavior immediately

improved. He changed his interactions with the students and as a result, their behavior changed—but first, he had to change his thinking.

Changing Our Language

A paradox exists when we use language rooted in systems of oppression to frame our conversations about closing education gaps. Continued use of this language, in and of itself, is a manifestation of systemic advantage and a guarantee that the work to close gaps in education will fall short.

Because we are steeped in our own culture, we may not realize the power of normalized language until someone marginalized by it points it out. For example, during a data analysis meeting with our system leaders and parents, the conversation focused on student "subgroups." A parent pointed out that we were talking about her child and that she did not consider him "beneath" or a "sub" of anyone. Realizing that we were participating in an oppressive practice, our school system officially changed its language from *subgroups* to *student groups*. Other shifts include moving away from "those students" to "our students," from "autistic child" to "child with autism," and from "underachieving kids" to "kids who are underserved."

Changing Our Practices

Several schools have formed inquiry groups guided by cultural proficiency rubrics (Lindsey, Graham, Westphal, & Jew, 2008) to eliminate opportunity gaps in curriculum and instruction, family and community involvement and engagement, assessment, professional development, and positive behavior supports. The inquiry groups have resulted in committed actions, including these three examples.

Restructuring parent-teacher conferences. One school began to share decision-making power with families by asking them prior to conferences what topics are important to them, tailoring each conference to address those topics, and checking in afterward to ensure that each family's needs had been met. This demonstrates the school's interest in addressing the unique needs of each student and family. Engaging families as partners in setting the agenda also extends trust, creates a collaborative culture, and strengthens the home-school relationship.

Broadening instructional materials. Another school discovered that its storybook and textbook inventory did not reflect cultural diversity. As one teacher put it, "I couldn't even find a contemporary story that featured the main characters living in housing other than single-family homes." This teacher has since provided leadership in acquiring and using high-quality texts that reflect diversity in race, ethnicity, national origin, language, gender, social class, sexual orientation, faith, and ableness. This teacher felt a moral obligation to ensure that all students are honored with literature that reflects their culture positively and are engaged with perspectives that prepare them to participate responsibly in a diverse world. This school's intentional moral action has led teachers and administrators throughout the system to examine their own instructional materials.

An early childhood teacher became aware of the exclusively pink skin tones of the farming figures she used during a unit on agriculture. She realized that many of her students did not see themselves reflected in these materials and that she was instilling beliefs in all of her students about people who become farmers. It took much longer to find farming figures with different skin tones, and these figures cost more. However, the teacher felt this was worth the effort and expense.

Improving Positive Behavior Supports. After four years of implementing Positive Behavior Supports (PBS), one school discovered that moving toward cultural competence meant reevaluating its PBS expectations. These expectations espoused values that had been established four years earlier by a small committee. The school administration has set goals to engage all students, staff, and community in dialogue about the PBS expectations. This dialogue will include questions such as "Is respect one of our top shared values?" and "What does respect look like from various cultural perspectives?" Opening up the values conversation in this way might mean creating new expectations more reflective of the school community's shared values.

- For example, a school engaging in dialogue about PBS realized that its existing PBS expectations—*productivity, accountability, willing to respect, and safety*—were not changing the school environment. The group then turned their focus to factors that did bring about change. A few weeks into the process, a teacher shared that when she started to feel more valued in the school, she began making more efforts to value her students, which resulted in changes in student behavior and achievement. The teacher realized how important it was for both for the adults and students in the building to feel valued. The team discussed the power of relationships and delved further into how to expand such relationships with their students' families and within the community. The dialogue initiated several conversations that critically examined whether the current PBS expectations were going to help them value everyone in the school community.

The PBS teams in schools throughout the district are now working to move away from unwittingly excluding cultural perspectives different from the school's dominant culture and toward recognizing how culture influences students' expression of PBS expectations.

New Ways of Being

Let's return to our Canadian hockey example from *Outliers*. When Gladwell asked an official from the national junior hockey program why it wasn't taking intentional action to correct the system, the official shrugged and replied that changing the system would be "complicated" (Merron, 2008).

Indeed, visionary leadership often is complicated. But as leaders, we need to take ownership of our systems rather than allowing the systems to define us and our students' experiences. This means drawing out, making explicit, and questioning deeply held assumptions about ourselves, our colleagues, our students and their families, and the context in which we work with them. We are fully aware that this process is not easy, quick, inexpensive, or neat. Yet it is worth it because education is not a game of hockey; the quality of education our students receive affects their entire lives.

We can no longer ignore systemic advantage, shrug our shoulders, and say meaningful change is too complicated. We need a new way of being. The time for making excuses is over; the time to commit to deep, enduring change is now.

References

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John Krownapple is the coordinator for cultural proficiency and **Razia Kosi** and **Shannon Keeny** are cultural proficiency specialists in the Office of Professional and Organizational Development for the Howard County Public Schools in Maryland.

KEYWORDS

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achievement gap, discrimination, diversity, educational equity, racism, school demographics, race, ethnicity, minority groups

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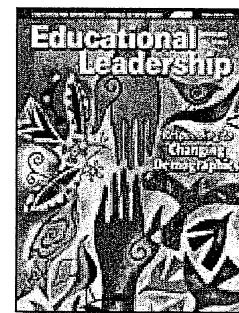
Responding to Changing Demographics Pages 16-22

As Diversity Grows, So Must We

Gary R. Howard

Schools that experience rapid demographic shifts can meet the challenge by implementing five phases of professional development.

Many school districts nationwide are experiencing rapid growth in the number of students of color, culturally and linguistically diverse students, and students from low-income families. From my work with education leaders in some of these diversity-enhanced school districts, I know they are places of vibrant opportunity—places that call us to meaningful and exciting work. In these “welcome-to-America” schools, the global community shows up in our classrooms every day, inviting us—even requiring us—to grow as we learn from and with our students and their families.



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The Need for Growth

All is not well, however, in these rapidly transitioning schools. Some teachers, administrators, and parents view their schools' increasing diversity as a problem rather than an opportunity. For example, in a school district on the West Coast where the number of Latino students has quadrupled in the past 10 years, a teacher recently asked me, “Why are they sending these kids to our school?” In another district outside New York City—where the student population was once predominantly rich, white, and Jewish but is now about 90 percent low-income kids of color, mostly from the Caribbean and Latin America—a principal remarked in one workshop, “These kids don't value education, and their parents aren't helping either. They don't seem to care about their children's future.” In a school district near Minneapolis with a rapidly increasing black population, a white parent remarked, “Students who are coming here now don't have much respect for authority. That's why we have so many discipline problems.”

Other educators and parents, although less negative, still feel uneasy about their schools' new demographics. In a high school outside Washington, D.C., where the Latino immigrant population is increasing rapidly, a teacher told me that he was disappointed in himself for not feeling comfortable engaging his students in a discussion of immigration issues, a hot topic in the community in spring 2006. “I knew the kids needed to talk, but I just couldn't go there.” And a black teacher who taught French successfully for many years in predominantly white suburban schools told me recently, “When I first found myself teaching classes of mostly black kids, I went home frustrated every night because I knew I wasn't getting through to them, and they were giving me a hard time. It only started getting better when I finally figured out that I had to reexamine everything I was doing.”

This teacher has it right. As educators in rapidly transitioning schools, we need to reexamine everything we're doing. Continuing with business as usual will mean failure or mediocrity for too many of our students, as the data related to racial, cultural, linguistic, and economic achievement gaps demonstrate (National Center for Education Statistics, 2005). Rapidly changing demographics demand that we engage in a vigorous, ongoing, and systemic process of professional development to prepare all educators in the school to function effectively in a highly diverse environment.

Many education leaders in diversity-enhanced schools are moving beyond blame and befuddlement and working to transform themselves and their schools to serve all their students well. From observing and collaborating with them, I have learned that this transformative work proceeds best in five phases: (1) building trust, (2) engaging personal culture, (3) confronting issues of social dominance and social justice, (4) transforming instructional practices, and (5) engaging the entire school community.

Phase 1: Building Trust

Ninety percent of U.S. public school teachers are white; most grew up and attended school in middle-class, English-speaking, predominantly white communities and received their teacher preparation in predominantly white colleges and universities (Gay, Dingus, & Jackson, 2003). Thus, many white educators simply have not acquired the experiential and education background that would prepare them for the growing diversity of their students (Ladson-Billings, 2002; Vavrus, 2002).

The first priority in the trust phase is to acknowledge this challenge in a positive, inclusive, and honest way. School leaders should base initial discussions on the following assumptions:

Inequities in diverse schools are not, for the most part, a function of intentional discrimination.

Educators of *all* racial and cultural groups need to develop new competencies and pedagogies to successfully engage our changing populations.

White teachers have their own cultural connections and unique personal narratives that are legitimate aspects of the overall mix of school diversity.

School leaders should also model for their colleagues inclusive and nonjudgmental discussion, reflection, and engagement strategies that teachers can use to establish positive learning communities in their classrooms.

For example, school leaders in the Apple Valley Unified School District in Southern California, where racial, cultural, and linguistic diversity is rapidly increasing, have invested considerable time and resources in creating a climate of openness and trust. They recently implemented four days of intensive work with teams from each school, including principals, teacher leaders, union representatives, parents, clergy, business leaders, and community activists from the NAACP and other organizations.

One essential outcome in this initial phase of the conversation is to establish that racial, cultural, and economic differences are real—and that they make a difference in education outcomes. Said one Apple Valley participant, "I have become aware that the issue of race needs to be dealt with, not minimized." Said another, "I need to move beyond being color-blind." A second key outcome is to establish the need for a personal and professional journey toward greater awareness. As an Apple Valley educator noted, "There were a lot of different stories and viewpoints shared at this inservice, but the one thing we can agree on is that everyone needs to improve in certain areas." A third key outcome in the trust phase is to demonstrate that difficult topics can be discussed in an environment that is honest, safe, and productive. One Apple Valley teacher commented, "We were able to talk about all of the issues and not worry about being politically correct."

Through this work, Apple Valley educators and community leaders established a climate of constructive collaboration that can be directed toward addressing the district's new challenges. From the perspective of the school superintendent, "This is a conversation our community is not used to having, so we had to build a positive climate before moving to the harder questions of action."

Phase 2: Engaging Personal Culture

Change has to start with educators before it can realistically begin to take place with students. The central aim of the second phase of the work is building educators' *cultural competence*—their ability to form authentic and effective relationships across differences.

Young people, particularly those from historically marginalized groups, have sensitive antennae for authenticity. I recently asked a group of racially and culturally diverse high school students to name the teachers in their school who really cared about them, respected them, and enjoyed getting to know them as people. Forty students pooling their answers could name only 10 teachers from a faculty of 120, which may be one reason this high school has a 50 percent dropout rate for students of color.

Aronson and Steele's (2005) work on stereotype threat demonstrates that intellectual performance, rather than being a fixed and constant quality, is quite fragile and can vary greatly depending on the social and interpersonal context of learning. In repeated studies, these researchers found that three factors have a major effect on students' motivation and performance: their feelings of belonging, their trust in the people around them, and their belief that teachers value their intellectual competence. This research suggests that the capacity of adults in the school to form trusting relationships with and supportive learning environments for their students can greatly influence achievement outcomes.

Leaders in the Metropolitan School District of Lawrence Township, outside Indianapolis, have taken this perspective seriously. Clear data showed gaps among ethnic groups in achievement, participation in higher-level courses, discipline referrals, and dropout rates. In response, district teachers and administrators engaged in a vigorous and ongoing process of self-examination and personal growth related to cultural competence.

Central-office and building administrators started with themselves. Along with selected teachers from each school, they engaged in a multiyear program of shared reading, reflective conversations, professional development activities, and joint planning to increase their own and their colleagues' levels of cultural competence. They studied and practiced Margaret Wheatley's (2002) principles of conversation, with particular emphasis on her admonitions to expect things to be messy and to be willing to be disturbed. They designed their own Socratic seminars using chapters from *We Can't Teach What We Don't Know* (Howard, 2006) and used the stages of personal identity development model from that book as a foundation for ongoing reflective conversations about their own journeys toward cultural competence.

As this work among leaders began to be applied in various school buildings, one principal observed, "We are talking about things that we were afraid to talk about before—like our own prejudices and the biases in some of our curriculum materials." In another school, educators' discussions led to a decision to move parent-teacher conferences out of the school building and into the apartment complexes where their black and Latino students live.

Phase 3: Confronting Social Dominance and Social Justice

When we look at school outcome data, the history of racism, classism, and exclusion in the United States stares us in the face. Systems of privilege and preference often create enclaves of exclusivity in schools, in which certain demographic groups are served well while others languish in failure or mediocrity. As diversity grows in rapidly transitioning school districts, demographic gaps become increasingly apparent.

In phase three, educators directly confront the current and historical inequities that affect education. The central purpose of this phase is to construct a compelling narrative of social justice that will inform, inspire, and sustain educators in their work, without falling into the rhetoric of shame and blame. School leaders and teachers engage in a lively conversation about race, class, gender, sexual orientation, immigration, and other

dimensions of diversity and social dominance. David Koyama, principal of a diversity-enhanced elementary school outside Seattle, said, "One of my most important functions as a school leader is to transform political jargon like 'no child left behind' into a moral imperative that inspires teachers to work toward justice, not mere compliance."

Unraveling social dominance takes courage—the kind of courage shown by the central office and school leadership team in the Roseville Area School District outside the twin cities of Minneapolis and St. Paul. Roseville is in the midst of a rapid demographic shift. As we approached this phase of the work, I asked Roseville leaders to examine how issues of privilege, power, and dominance might be functioning in their schools to shape educators' assumptions and beliefs about students and create inequitable outcomes.

One of the workshop activities engaged participants in a forced-choice simulation requiring them to choose which aspects of their identity they would give up or deny for the sake of personal survival in a hostile environment. Choosing from such identities as race, ethnicity, language, religion, values, and vocation, many white educators were quick to give up race. Among the Roseville administrative team, which is 95 percent white, the one white principal who chose to keep his racial identity during the simulation said during the debriefing discussion, "I seriously challenge my white colleagues who so easily gave up their race. I think if we are honest with ourselves, few would choose to lose the privilege and power that come with being white in the United States."

As an outgrowth of the authentic and sometimes contentious conversations that emerged from this and other activities, several core leaders and the superintendent identified a need to craft a strong Equity Vision statement for the district. The Equity Vision now headlines all opening-of-school events each year and is publicly displayed in district offices and schools. It reads,

Roseville Area Schools is committed to ensuring an equitable and respectful educational experience for every student, family, and staff member, regardless of race, gender, sexual orientation, socioeconomic status, ability, home or first language, religion, national origin, or age.

As a result of the increased consciousness about issues of dominance and social justice, several schools have formed Equity Teams of teachers and students, and an Equity Parent Group has begun to meet. The district is looking seriously at how many students from dominant and subordinate groups are in its gifted and AP classes and is conscientiously working for more balance.

Like Roseville, other diversity-enhanced districts must establish clear public markers that unambiguously state, "This is who we are, this is what we believe, and this is what we will do." Any approach to school reform that does not honestly engage issues of power, privilege, and social dominance is naïve, ungrounded in history, and unlikely to yield the deep changes needed to make schools more inclusive and equitable.

Phase 4: Transforming Instructional Practices

In this phase, schools assess and, where necessary, transform the way they carry out instruction to become more responsive to diversity. For teachers, this means examining pedagogy and curriculum, as well as expectations and interaction patterns with students. It means looking honestly at outcome data and creating new strategies designed to serve the students whom current instruction is not reaching. For school leaders, this often means facing the limits of their own knowledge and skills and becoming colearners with teachers to find ways to transform classroom practices.

In Loudoun County Public Schools, outside Washington, D.C., teachers and school leaders are taking this work seriously. One of the fastest-growing school systems in the United States, Loudoun County is experiencing rapid increases in racial, cultural, linguistic, and economic diversity on its eastern edge, closer to the city, while

remaining more monocultural to the west. Six of Loudoun's most diverse schools have formed leadership teams to promote the following essential elements of culturally responsive teaching (CRT):

Forming authentic and caring relationships with students.

Using curriculum that honors each student's culture and life experience.

Shifting instructional strategies to meet the diverse learning needs of students.

Communicating respect for each student's intelligence.

Holding consistent and high expectations for all learners. (Gay, 2000; Ladson-Billings, 1994; McKinley, 2005; Shade, Kelly, & Oberg, 1997)

CRT teams vary in size and membership but usually include principals, assistant principals, counselors, lead teachers, specialists, and, in some cases, parents. In addition to engaging deeply in the phases outlined above, these teams have begun to work with their broader school faculties to transform instruction. At Loudoun County's Sugarland Elementary, teacher members of the CRT team have designed student-based action research projects. They selected individual students from their most academically challenged demographic groups and then used the principles of CRT to plan new interventions to engage these students and track their progress.

In one action research project, a 5th grade teacher focused on a Latino student, an English language learner who "couldn't put two sentences together, let alone write the five-paragraph essay that is required to pass our 5th grade assessment." The teacher's first reaction was to ask, "How was this student allowed to slip by all these years without learning anything beyond 2nd grade writing skills?" When the teacher launched her CRT project, however, her perspective became more proactive. She realized that she couldn't just deliver the 5th grade curriculum—she had to meet this student where he was. She built a personal connection with the student, learned about his family culture and interests (a fascination with monkeys was a major access point), and used this relationship to reinforce his academic development. The student responded to her high expectations and passed his 5th grade writing assessment. And after missing its No Child Left Behind compliance goals in past years, Sugarland recently achieved adequate yearly progress for all subgroups in its highly diverse student population.

This phase requires a crucial paradigm shift, in which teachers and other school professionals stop blaming students and their families for gaps in academic achievement. Instead of pointing fingers, educators in Loudoun schools are placing their energies where they will have the most impact—in changing their *own* attitudes, beliefs, expectations, and practices. I frequently ask teachers and school leaders, "Of all the many factors that determine school success for our students, where can we as educators have the most influence?" After educators participate in the work outlined here, the answer is always, "Changing ourselves."

Phase 5: Engaging the Entire School Community

Changing demographics have profound implications for all levels and functions of the school system. To create welcoming and equitable learning environments for diverse students and their families, school leaders must engage the entire school community.

Leaders in the East Ramapo Central School District in New York State have committed themselves to just such a systemwide initiative. The school district, which lies across the Tappan Zee Bridge from New York City, has experienced a dramatic shift in student population in the past 15 years as low-income Haitian, Jamaican, Dominican, Latino, and black families from the city have moved into the community and middle-class white families have, unfortunately but predictably, fled to private schools or other less diverse districts.

In the midst of this demographic revolution, East Ramapo's broad-based diversity initiative has engaged all groups and constituencies in the school district community, not just teachers and administrators. For example, the district has provided workshops to help classified employees acknowledge their powerful role in setting a

welcoming tone and creating an inclusive climate for students, parents, and colleagues in school offices, lunchrooms, hallways, and on the playground. For bus drivers, this work has meant gaining cultural competence skills for managing their immense safety responsibilities while communicating clearly and compassionately across many languages and cultures on their buses.

In one session that I led with school secretaries, we worked through their confusion and frustration related to all the diverse languages being spoken in the school offices and, in some cases, their feelings of anger and resentment about the demographic changes that had taken place in “their” schools. Asked what they learned from the session, participants commented, “I saw the frustration people can have, especially if they are from another country.” “We all basically have the same feelings about family, pride in our culture, and the importance of getting along.” “I learned from white people that they can also sometimes feel like a minority.”

In addition to these sessions, East Ramapo has created learning opportunities for school board members, parents, students, counselors, and special education classroom assistants. The district has convened regular community forums focusing on student achievement and creating conversations across many diverse cultures. White parents who have kept their children in the public schools because they see the value of diversity in their education have been significant participants in these conversations.

As a result of East Ramapo's efforts, the achievement gaps in test scores along ethnic and economic lines have significantly narrowed. In the six years since the district consciously began implementing the professional development model discussed here, the pass rate for black and Hispanic students combined on the New York State elementary language arts test increased from 43 percent in 2000 to 54 percent in 2006; on the math test, the pass rate increased from 40 percent to 61 percent. During that same period, the gap between black and Hispanic students (combined) and white and Asian students (combined) decreased by 6 percentage points in language arts and 23 percentage points in math. The achievement gap between low-income elementary students and the general population decreased by 10 points in language arts and 6 points in math—results that are particularly impressive, given that the proportion of economically disadvantaged students grew from 51 percent in 2000 to 72 percent in 2006.

A Journey Toward Awareness

Professional development for creating inclusive, equitable, and excellent schools is a long-term process. The school districts described here are at various stages in the process. Everyone involved would agree that the work is messier and more complex than can be communicated in this brief overview. However, one central leadership commitment is clear in all of these rapidly transitioning districts: When diversity comes to town, we are all challenged to grow.

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KEYWORDS

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professional development, diversity, school reform

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Monroe Public Schools Board Personnel Committee Meeting Minutes

Date of Meeting: December 5, 2016

Present: Cindy Taylor and Robert Yeo

Barry Martin, Kathy Eighmey, David Payne, Jerry Oley and Holly Scherer

Next Meeting: January 9, 2017

1. **Call to Order:** The meeting was called to order at 5:01 PM
2. **Public Commentary:** None

Staffing Updates: Mrs. Scherer shared the latest staffing reports noting the positions that we are currently working to fill. She reported that we did receive a resignation from a teacher this morning which will be coming to the board at the next meeting. Mr. Yeo noted the number of assistant resignations and Mrs. Scherer confirmed that group continues to see a lot of movement. The committee discussed the challenges in finding and retaining hourly support staff, minimum wage potential increases, and the need to step outside the box for recruitment.

Mr. Oley reported that the transportation department continues to address the concern with recruiting bus drivers and bus assistants. He shared that efforts continue to advertise and train to fill open positions. He also noted that driver training has been moved back in-house as they have had more success in completions than we were finding when we were using Trainco. Mrs. Taylor any chance of giving full time employment for drivers? Mr. Oley confirmed that the ISD survey acknowledged that our 4-tier system is working efficiently. Drivers do have the option of taking lunch assistant shifts if they desire to work additional hours.

Mr. Payne thanked the Board for the official approval to hire additional level 3 computer technicians, of which we have one currently posted. He shared that finding the candidates who have the skill set we are seeking has been a challenge and plan to continue working with our EduStaff entry level persons to grow their skill sets.

Dr. Martin requested an update on the print shop transition. Mr. Payne reported that transition is going well and the volume has slowed down slightly. He reported the staff are using times of lower volumes to make sure the printers at the buildings are supported. The department continues to support and print building/department level curriculum materials, noting three jobs that we currently outsource being business cards, envelopes and NCR. Dr. Martin agreed the print shop transition has gone fairly smoothly, teachers have brought a few concerns to administration and those are being addressed. Mr. Payne reported that in response to the concerns of the teachers, additional machines have been added to the building to handle some of the smaller jobs, which alleviated the concern when the larger machines are tied up with bigger jobs.

Mrs. Eighmey was pleased to report that the Accounting Supervisor has been identified. Since she was formally employed with a local district, we have agreed to share services with Mason during the transition. Ms. Shook also comes to our district with payroll experience, and will be able to support both business office and backup for our payroll department.

Dr. Martin shared with the committee that the Custer Assistant Principal position will remain under review. He shared that after interviewing several candidates, and follow-up with four of the candidates, the administration and committee have been unable to come to a final decision during other transitions in the district. In the interim we have retained two retired administrators, Kelly McMahon and Kim Diven, who have agreed to help out at Custer. Mrs. Everly has spoken with each candidate and we will continue to work with the building administration.

3. **Cultural Sensitivity:** Dr. Martin reported that currently our student population includes 14% African American; 11% Hispanic, 1% Arabic students. He shared that the recent situation at MHS highlights a bigger issue we are seeing across the country with cultural sensitivity. Central Office Administration is committed to continuing and seeking additional training for our teachers and staff as we move forward. The group agrees we need to remain vigilant as we want our staff to be role models for our students; and teachers/staff need to be prepared to do that.
4. **Old Business:** Mr. Yeo reported that he and Dr. Martin have held a new Board Member orientation with are three new candidates. A lot of information was shared with the incumbents and both felt that the meeting went well.
5. **New Business:** Dr. Martin informed the group that now that all the union contracts have been settled, the administration team is looking at costing out options for our non-affiliated groups.
6. **Future Agenda Items:** None
7. **Next Meeting:** January 9, 2017 at 5:00 PM.
8. **Adjournment:** The meeting was adjourned at 6:00 PM

STAFF RESIGNATION

BACKGROUND

We have received a letter of resignation for the purpose of other employment from **Polly Fraser** from her position as a teacher. Her resignation will be effective at the end of the day on December 21, 2016. Ms. Fraser has been employed with our district for the past 10 years and will be vacating an elementary teaching position at Custer Elementary.

We have received a letter of resignation for the purpose of personal reasons from **Nicole Miller** from her position as a teacher. Her resignation will be effective at the end of the day on December 21, 2016. Ms. Miller has been employed with our district for the past 14 years and will be vacating an elementary teaching position at Manor Elementary.

We have received a letter of resignation for the purpose of retirement from **Joseph Kaissieh** from his custodial position. His resignation will be effective at the end of the day on December 21, 2016. Mr. Kaissieh has been a custodian with our district for the past 14 years, most recently at Custer Elementary.

ENCLOSURES

Letters of Resignation

RECOMMENDATION

Move to approve the resignations from Monroe Public Schools of Polly Fraser, Nicole Miller, and Joseph Kaissieh effective at the end of the day on December 21, 2016.

MOTION: _____ **SUPPORT:** _____ **ACTION:** _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|------------|------------|----------------|---------------|
| Mr. Bunkelman | _____ | _____ | _____ | _____ |
| Dr. March | _____ | _____ | _____ | _____ |
| Mrs. Mentel | _____ | _____ | _____ | _____ |
| Mr. Philbeck | _____ | _____ | _____ | _____ |
| Mrs. Taylor | _____ | _____ | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ | _____ | _____ |
| Mr. Yeo | _____ | _____ | _____ | _____ |

Polly Fraser

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

December 5, 2016

Dear Dr.Martin:

It makes me very sad to put in my resignation from my position as a classroom teacher at Custer. Please note that December 21st will be my last working day. My resignation will be effective December 31st, 2016.

Custer and MPS have formed an extremely important part of my life ever since I began working here ten years ago. It has been a second home for me and for both of my children. My reason for leaving is that I have found another position in which I can teach English as a Second Language, which has always been my passion. I have enjoyed teaching my current students and those from past years. As I do not want to leave my students in a negative way, I will be providing as much notice as possible to MPS, in order to find an ideal replacement for the remainder of the school year. I am willing and interested in assisting with interviewing and getting the new teacher acquainted with the school curriculum.

Thank you for giving me a chance to work Custer Elementary and for Monroe Public Schools. The experience I have gained here is something I will cherish forever. Thank you very much.

Sincerely,

Polly Fraser

Classroom Teacher
Custer Elementary

December 2, 2016

Dear Dr. Martin, Julie Everly, Terry Joseph, Ronda Meier, and Holly Scherer:

It is with a heavy heart that I am writing to submit my resignation from Monroe Public Schools, effective December 21, 2016. This is not a decision that I have made lightly, and it has come with a tremendous amount of thought and consideration. However, due to many factors, I cannot continue to perform my duties as a teacher.

Some of the factors that have contributed to my decision include the following; a lack of training for teachers when implementing new curriculum, a lack of student discipline, an emphasis on focusing on the positive to the exclusion of effectively addressing ongoing student behavior/academic concerns, a lack of choice in professional development (ex. County Wide Inservice), and a lack of district approved flexibility for teachers in an effort to best meet the needs of the students (ex. mandatory looping, not allowing teachers to team teach in order to develop a deeper understanding of curriculum). These factors are not exhaustive, but they are large contributors to my decision.

I understand that the deadline for resigning for the second trimester was November 15th. I am requesting an extension to the deadline, as has been granted to some of my former colleagues.

Thank you,

A handwritten signature in black ink that reads "Nicole Miller". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Nicole Miller

December 5, 2016

Please accept this letter as my resignation for the purpose of retirement effective end of day December 21, 2016 from Monroe Public Schools.

Sincerely,

Joseph Kaissieh

Joseph Kaissieh

EXECUTIVE ADMINISTRATOR APPOINTMENT

BACKGROUND

On behalf of the administration I am recommending the appointment of Cindy Flynn as an Executive Director with Monroe Public Schools. This is a non-affiliated position. Ms. Flynn will serve in the role of Executive Director for Human Resources for the 2016-17 school year.

ENCLOSURE(S)

Resume

RECOMMENDATION

Move to approve the appointment of Cindy Flynn as an Executive Director with Monroe Public Schools effective January 1, 2017, and place on the appropriate salary level for this position upon completion of all pre-employment requirements.

MOTION: _____ **SUPPORT:** _____ **ACTION:** _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|-------------------|-------------------|-----------------------|----------------------|
| Mr. Bunkelman | _____ | _____ | _____ | _____ |
| Dr. March | _____ | _____ | _____ | _____ |
| Mrs. Mentel | _____ | _____ | _____ | _____ |
| Mr. Philbeck | _____ | _____ | _____ | _____ |
| Mrs. Taylor | _____ | _____ | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ | _____ | _____ |
| Mr. Yeo | _____ | _____ | _____ | _____ |

CINDY FLYNN



CAREER FOCUS: To obtain and educationally serve in a central office position with a school district that is committed to equity and excellence in education that is centered on staff, parent, student and community partnerships

ACADEMIC TRAINING/ CERTIFICATION:

1999 Wayne State University, Detroit, Michigan
Master of Educational Leadership

1979 Eastern Michigan University, Ypsilanti, Michigan
Bachelor of Science

State of Michigan Provisional Certificate

- K-8 All Subjects
- 9 (ND) Library Media
- 9 (CX) Social Studies

State of Michigan Administrator Certification

- Elementary and Secondary Admin K-12

PROFESSIONAL EXPERIENCE:

6/10 - Present: Monroe Middle School
Monroe Public Schools
Principal, grades 7-8 students-800- staff

6/00 - 6/10: Custer Elementary School
Monroe Public Schools
Assistant Principal, grades PreK-6 students- 1223 - staff

MEDIA/TEACHING EXPERIENCE:

8/94 - 8/00: Monroe Middle School
Monroe Public Schools
Teacher Media Specialist, grades 6-8

PROFESSIONAL STRENGTHS:

- **Decisive thinker ability to analyze and make robust decisions**
- **Skilled influencer can gain and keep commitment**
- **True collaborator and team player**
- **Honest and ethic based in decision making**
- **Strong understanding of the School Improvement process**
- **Well versed in ontological, cognitive and instructional coaching to improve instruction**
- **Critical thinker**
- **Foster teacher capacity and leadership**
- **Employ skills that are needed to deal with difficult people and keep their dignity in tact**
- **Experience with Office 365, Google and other technologies**
- **Modify yearly academic schedule based on student numbers and staff allotments**
- **Maintain building budget and have proven to be fiscally responsible**

PROFESSIONAL AFFILIATIONS:

MAMSE - Michigan Association of Middle Educators
MACAL - Michigan Association for Computer Related Technology User in Learning
ASCD - Association for Supervision and Curriculum Development
AMLE- Association for Middle Level Education
AFI-CIO- American Federation of Labor and Congress of Industrial Workers- Local 59- Monroe/Lenawee County
AFSA- American Federation of School Administrators
MFSA- Michigan Federations of School Administrators
MFSA- Monroe Federation of School Administrators

PROFESSIONAL LEARNING:

| | |
|---------------------|---|
| 2013-Present | Dan Newby- Ontological Coaching |
| 2013-Present | Lucy West- Instructional Coaching Strategies |
| 2016 | Dale Carnegie- Secrets of Leadership- MCISD |
| 2015 | Understanding Adolescents- Michigan Learn port |
| 2015 | R.A.W.C. -Reading and Writing Apprenticeship-Dearborn Michigan |
| 2013 | Cognitive Coaching Foundation-MCISD |
| 2013 | F.A.M.E.- Launch into Learning- MCISD |
| 2013-2015 | PA-25 School Improvement -MCISD |
| 2013 | AEA- Facilitation Skills for Group Effectiveness-MCISD |
| 2014-2016 | MPS Tech Fest |
| 2010 | Administrator Bootcamp- Michigan State University |

PROFESSIONAL LEADERSHIP:

| | |
|---------------------|--|
| 1995-2000 | School Improvement Co- Chair Monroe Middle School |
| 2000-2010 | School Improvement/Professional Development Custer Elementary |
| 2000-Present | District School Improvement |
| 2000-Present | District Technology |
| 2015-Present | Secondary Authentic Instruction |
| 2016-Present | District Technology Steering Committee |

COMMUNITY ORGANIZATIONS:

| | |
|----------------------|--|
| 1993-Present | Grace Lutheran Church |
| 2000-Present | Monroe County Chamber of Commerce |
| 2000-2001 | Leadership Monroe Graduate/Alumnae |
| 2013- Present | Monroe/Lenawee County United Way- Board of Directors |
| 2014-Present | Monroe/Lenawee County United Way- Allocation Panel Co-Chair |

REFERENCES:

Provided upon request.

COACHING RECOMMENDATION

BACKGROUND

The following is a coaching recommendation for the 2016/17 school year spring season. All pre-employment information has been completed.

| Last Name | First Name | Title | Sport | School | Season |
|-----------|-------------|-------|-------------|--------|--------|
| Clark | Christopher | Coach | JV Baseball | MHS | Spring |

RECOMMENDATION

Move to approve Christopher Clark as a coach for the 2016/17 school year; as per the MCEA Master Agreement.

MOTION: _____ **SUPPORT:** _____ **ACTION:** _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|------------|------------|----------------|---------------|
| Mr. Bunkelman | _____ | _____ | _____ | _____ |
| Dr. March | _____ | _____ | _____ | _____ |
| Mrs. Mentel | _____ | _____ | _____ | _____ |
| Mr. Philbeck | _____ | _____ | _____ | _____ |
| Mrs. Taylor | _____ | _____ | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ | _____ | _____ |
| Mr. Yeo | _____ | _____ | _____ | _____ |

VERTICAL MILLING MACHINE

BACKGROUND

Monroe High School CTE Director William Ferrara is requesting approval for the purchase of a new Vertical Milling Machine. The addition of this upgrade will enable our Machine Trades students to perform modern Computer Numeric Controlled operations. This purchase will be funded using the Perkins Grant budget and added cost funds. Mr. Ferrara is requesting approval of the Southwestern Industries, Inc. due to the competitive cost and the availability of support from their local sales office.

ENCLOSURE(S)

Three quotes from a variety of vendors. The final vendor selection is Southwestern Industries, Inc. listed as quote #1.

RECOMMENDATION

Move to approve the purchase of the Vertical Milling Machine from Southwestern Industries, Inc. at a cost not to exceed \$9,835.00. This purchase will be funded using the available Perkins Grant funds.

MOTION: _____ **SUPPORT:** _____ **ACTION:** _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|------------|------------|----------------|---------------|
| Mr. Bunkelman | _____ | _____ | _____ | _____ |
| Dr. March | _____ | _____ | _____ | _____ |
| Mrs. Mentel | _____ | _____ | _____ | _____ |
| Mr. Philbeck | _____ | _____ | _____ | _____ |
| Mrs. Taylor | _____ | _____ | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ | _____ | _____ |
| Mr. Yeo | _____ | _____ | _____ | _____ |



**MONROE HIGH SCHOOL
CAREER & TECHNICAL EDUCATION**

Bill Ferrara, Director

Reda Biniecki, Administrative Assistant 901 Herr Road Monroe, MI 48161 Ph. 734.265.3450 Fax 734.265.3451

CTE MEMO 008.1617


TO: Julie Everly, Deputy Superintendent
FROM: Bill Ferrara, Director, CTE
DATE: November 29, 2016
RE: **Purchase Approval, Vertical Milling Machine, CNC Retrofit**
ENCL: (1) Southwestern Industries, Inc. quote, \$9,835.00
(2) Flashcut CNC quote, \$9,998.00
(3) Production Tool Supply quote, \$17,487.20

Hi Julie,

We are requesting Board Of Education approval for the purchase of Vertical Milling Machine, Computer Numeric Controlled, (CNC), Retrofit equipment. The addition of this upgrade will enable our Machine Trades students to perform modern CNC operations with equipment already on-hand, resulting in significant cost savings. I'm requesting the approval of the Southwestern Industries, Inc. quote, due to the competitive cost, and the availability of support from their local sales office. Funds to be used are coming from the Perkins Grant budget, (\$5,500), and Added Cost funds, (\$4,335).

Total Requested: **\$9,835.00**

Respectfully,


Bill Ferrara

cc
Kathy Eighmey, Director Business and Finance
Sandy Kreps, Principal, MHS

NOTICE OF NONDISCRIMINATION: *It is the policy of Monroe Public Schools not to discriminate on the basis of race, color, national origin, gender, age, disability, religion, height, weight or marital status in its programs, services, employment, or any other activities. For information contact the office of the Superintendent of Schools, 1275 N. Macomb St., Monroe, MI 48162, 734-265-3010.*



444 Lake Cook Road, Suite 22
Deerfield, IL 60015

Quote

| | |
|------------|--------|
| Date | Quote# |
| 11/29/2016 | 132159 |

| |
|---------------------------------|
| Quotation For: |
| Monroe High School Tim Smith |

| |
|---------|
| Ship To |
| |

| | | | |
|----------------|--------------|-------------------------|-------|
| Customer Phone | Customer Fax | Customer E-mail | Terms |
| | | smitht@monroe.k12.mi.us | |

| Qty | Item | Description | Price Each | SG S# | Total |
|-----|---------------|--|------------|-------|----------|
| 1 | R-2V-200-4203 | 2 Axis Servo Bridgeport Retrofit Kit, includes CNC software, USB signal generator, 2 axis/20 amp peak servo motor drive box and two 2560 oz-in servo motors with encoders. All cabling and documentation included. | 5,520.00 | NA | 5,520.00 |
| 1 | RL-HRDW-02 | Bridgeport Ball Screw Kit | 1,650.00 | NA | 1,650.00 |
| 1 | RL-HRDW-01 | Bridgeport Series X, Y, Z Motor Mount and Hardware Kit | 1,100.00 | NA | 1,100.00 |
| 1 | OS-04 | Bridgeport Limit/Home Switch Kit includes mounting brackets and hardware | 450.00 | NA | 450.00 |
| 1 | FX-DISC-EDU | Educational Discount - 10% | -872.00 | NA | -872.00 |
| 1 | VF-MS-VM | Visual Mill - Standard - 2.5 & 3 axis-For Solid Works-5 User License | 1,250.00 | NA | 1,250.00 |

| | | | |
|---|-------------------|-------------------------|--|
| SHIPPING IS NOT INCLUDED. THANK YOU FOR YOUR INQUIRY! | | Subtotal | \$9,098.00 |
| or installation - Approx. \$900.00 | | Sales Tax (0.0%) | \$0.00 |
| GRAND TOTAL: \$9,998.00 | | Total | \$9,098.00 |
| Phone # | Fax # | E-mail | QUOTATION IS VALID FOR 30 DAYS THANK YOU FOR YOUR INTEREST. |
| Phone: 847-940-9305 | Fax: 847-940-9315 | anne@flashcutcnc.com | |

(2)



Production Tool Supply

CUTTING TOOLS - SHOP SUPPLIES - MACHINERY

QUOTATION

| | |
|--------------|-------------|
| Date | 11/25/16 |
| Quote No. | 8696363 |
| Customer No. | 741061 /001 |
| Expiration | 12/25/16 |

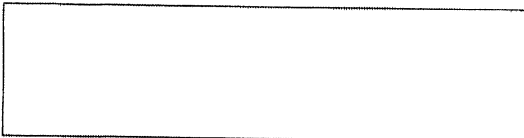
PRODUCTION TOOL SUPPLY
 8655 E. EIGHT MILE RD.
 WARREN, MI 48089
 PHONE: 800-270-5779 FAX: 586-755-4921

REPLY TO: KEITH HEMAN
 E-MAIL: kheman@ptstools.com
 FAX NUMBER: 586-755-4921

| |
|---|
| SHIP TO |
| MONROE PUBLIC SCHOOLS 901 HERR RD MONROE, MI 48161 9744 |

| |
|---|
| CUSTOMER |
| MONROE PUBLIC SCHOOLS PO BOX 733 MONROE, MI 48161 0733 ATTN: TIM SMITH |

| LINE | CATALOG NUMBER/DESCRIPTION | PIECE WEIGHT | QUANTITY | U/M | UNIT PRICE | DISCOUNT | NET PRICE | EXTENDED AMT. |
|------|---|--------------|----------|-----|------------|----------|-----------|---------------|
| 1 | MS3282097001 2-AXIS MILLPWR G2 RETRO FIT KIT FOR BRIDGEPORT 9X42 TABLE KNEE MILL MACHINE PACKAGE INCLUDES: PRECISION GROUND BALL SCREWS DC SERVO MOTOR ASSEMBLIES SENC PRECISION GLASS SCALES (1UM/0.00005"RESOLUTION) 12.1" FLAT PANEL COLOR LCD DISPLAY, 2.5"GB INTERNAL MEMORY, 2-USB, RS-232 PORT ETHERNET, REMOTE STOP/GO SWITCH MANUAL HANDWHEELS AND ALL MOUNTING HARDWARE AND BRACKETS | 300.000 | 1 | EA | 16642.00 | 15 | 14145.70 | 14145.70 |
| 2 | MS32110961105 AMI DELUXE CONTROL BOX (+/-10 VDC GUARDS LIMIT SWITCHES AUTO OILER PLUS COOLANT PUMP M-FUNCTIONS) | 75.000 | 1 | EA | 2570.00 | 5 | 2441.50 | 2441.50 |



| | |
|----------------------|---------------------|
| AMOUNT | 16587.20 |
| TAX | % |
| FREIGHT/INSURANCE | |
| Labor & Installation | 900.00 |
| TOTAL AMOUNT | US Dollars 17487.20 |

QUOTATION VALID FOR 30 DAYS UNLESS OTHERWISE NOTED. ORDERS FOR SPECIAL TOOLS ARE NOT SUBJECT TO CANCELLATION. DEPOSITS MAY BE REQUIRED ON THESE ORDERS AT THE TIME OF PLACEMENT. THIS QUOTE MAY BE SUBJECT TO OUTBOUND FREIGHT (DELIVERY) CHARGES.

TERMS OF SALE: Orders are accepted on the basis of terms and conditions in effect at the time the order is received and approved by the "Seller" at "Seller's" Main Offices. Acceptance of any products delivered hereunder by "Seller", or any of its Affiliates or Assignees, shall constitute Buyer's agreement to said terms and conditions as set forth at www.ptstools.com/cgi/TERMS_OF_SALE. No conditions stated by Buyer in its offer or acceptance shall be binding on "Seller" if in conflict with, inconsistent with, or in addition to "Seller" terms and conditions. Availability of credit is conditioned upon a determination by "Seller" each time an order is received.

LUCY CALKINS UNITS OF STUDY FOR TEACHING READING

BACKGROUND

The ELA Committee members have piloted Lucy Calkins Units of Study for Teaching Reading since the fall of the 15-16 school year. During that time, committee members met regularly to discuss the lessons with grade level partners. They studied the impact of the lessons in their own classroom as well as visiting other pilot members' classrooms to observe student learning across the district. Pilot members supported each other in the implementation and review of the materials. Members found that the lessons along with study time provided quality professional support for new and experienced teachers in each grade level. Student data was also studied. It was found that most pilot classrooms' reading growth scores were equivalent or surpassed the growth of the non-pilot member classrooms. Pilot members saw a larger increase in writing scores as compared to non-pilot classes.

Professional support for pilot members was found to greatly improve the success of the units. Over 43 members have already participated in the training for Reading Units during the 15-16 and 16-17 school year. With the purchase of the new units in December, teachers will have the time necessary to read and study the units before fully implementing this curriculum in the 17-18 school year. The reading pilot support will continue at the district level for the 17-18 school year, as well as, in building coaching around the reading units.

ENCLOSURE(S)

The quote from Heinemann for the cost of Units of Study for Teaching Reading K-5 with the additional amount for shipping.

RECOMMENDATION

Move to approve the purchase of ninety-eight (98) Units of Study for Teaching Reading K-5 Bundles at a cost not to exceed \$32,962.30. This expenditure will be funded utilizing the allocated 2016-2017 curriculum budget.

MOTION: _____ **SUPPORT:** _____ **ACTION:** _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|------------|------------|----------------|---------------|
| Mr. Bunkelman | _____ | _____ | _____ | _____ |
| Dr. March | _____ | _____ | _____ | _____ |
| Mrs. Mentel | _____ | _____ | _____ | _____ |
| Mr. Philbeck | _____ | _____ | _____ | _____ |
| Ms. Taylor | _____ | _____ | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ | _____ | _____ |
| Mr. Yeo | _____ | _____ | _____ | _____ |



ORDERS / CUSTOMER SERVICE
TEL: 800-225-5800 FAX: 877-231-6980
P.O. Box 6926
Portsmouth, NH 03802-6926
www.heinemann.com
Pubnet SAN: 210-5829 Code: HEP
Federal ID#: 06-1154537 GST:#125-218-917

361 HANOVER STREET, PORTSMOUTH, NH 03801

QUOTE: 5091443

73074
S MONROE PUBLIC SCHOOLS
O 1275 NORTH MACOMB
L MONROE MI 48162
D

T
O

29216
MICHELLE YOUNG
S MONROE PUBLIC SCHOOLS
H 1275 NORTH MACOMB ST
I MONROE MI 48162
P

T
O

| ACCOUNT NO. | P.O. NUMBER | DATE | SPECIAL INSTRUCTIONS | TERMS | PAGE NO. |
|-------------|-------------|----------|----------------------|-------------|----------|
| 73074 | QUOTE | 12/08/16 | | Net 30 Days | 1 |

| ITEM | ISBN | UNITS | DESCRIPTION | LIST PRICE | DISC | NET AMOUNT |
|--------|-------------------|-------|---|------------|-------|------------|
| E07464 | 978-0-325-07464-1 | 15 | CALKINS /UNITS READING GR K W/TRADE PK | 387.50 | 20.00 | 4650.00 |
| ***** | | | | | | |
| E07693 | 978-0-325-07693-5 | 15 | PREPACK CONTAINS: UNITS STUDY READING GR K | | | |
| E07723 | 978-0-325-07723-9 | 15 | UNITS STUDY READ GR K TRADE PK | | | |
| ***** | | | | | | |
| E07465 | 978-0-325-07465-8 | 15 | CALKINS /UNITS READING GR 1 W/TRADE PK | 387.50 | 20.00 | 4650.00 |
| ***** | | | | | | |
| E07694 | 978-0-325-07694-2 | 15 | PREPACK CONTAINS: UNITS STUDY READING GR 1 | | | |
| E07724 | 978-0-325-07724-6 | 15 | UNITS STUDY READ GR 1 TRADE PK | | | |
| ***** | | | | | | |
| E07466 | 978-0-325-07466-5 | 13 | CALKING /UNITS READING GR 2 W/TRADE PK | 387.50 | 20.00 | 4030.00 |
| ***** | | | | | | |
| E07695 | 978-0-325-07695-9 | 13 | PREPACK CONTAINS: UNITS STUDY READING GR 2 | | | |
| E07725 | 978-0-325-07725-3 | 13 | UNITS STUDY READ GR 2 TRADE PK | | | |
| ***** | | | | | | |
| E07467 | 978-0-325-07467-2 | 16 | CALKING /UNITS READING GR 3 W/TRADE PK | 387.50 | 20.00 | 4960.00 |
| ***** | | | | | | |
| E07696 | 978-0-325-07696-6 | 16 | PREPACK CONTAINS: UNITS STUDY READING GR 3 | | | |
| E07726 | 978-0-325-07726-0 | 16 | UNITS STUDY READ GR 3 TRADE PK | | | |
| ***** | | | | | | |
| E07468 | 978-0-325-07468-9 | 18 | CALKING /UNITS READING GR 4 W/TRADE PK | 387.50 | 20.00 | 5580.00 |
| ***** | | | | | | |
| E07727 | 978-0-325-07727-7 | 18 | PREPACK CONTAINS: UNITS STUDY READ GR 4 TRADE PK | | | |
| E07697 | 978-0-325-07697-3 | 18 | UNITS STUDY READING GR 4 | | | |
| ***** | | | | | | |
| E07469 | 978-0-325-07469-6 | 21 | CALKING /UNITS READING GR 5 W/TRADE PK | 387.50 | 20.00 | 6510.00 |
| ***** | | | | | | |
| E07698 | 978-0-325-07698-0 | 21 | PREPACK CONTAINS: UNITS STUDY READING GR 5 | | | |
| E07728 | 978-0-325-07728-4 | 21 | UNITS STUDY READ GR 5 TRADE PK | | | |
| ***** | | | | | | |

Continued

| REFERENCE | TOTAL UNITS | SHIPPING WEIGHT | SHIPPING METHOD |
|-----------|-------------|-----------------|-----------------|
| | | | |

RETURN ONE COPY OF INVOICE WITH PAYMENT TO:
HEINEMANN, 15963 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693

All returns must be sent prepaid to: Heinemann Distribution Center
c/o Houghton Mifflin Harcourt
465 South Lincoln Drive
Troy, MO 63379

**INSTALLATION OF CATCH BASINS
SOUTH MONROE TOWNSITE PROPERTY**

BACKGROUND

See attached memo from Jerry Oley for details.

ENCLOSURE(S)

Memo from Mr. Oley
Bid from D & R Demolition, Devos Excavating LLC, and David Hoffman, Inc.

RECOMMENDATION

Move to accept the bid of \$16,700.00 from D & R Demolition to install catch basins on the former South Monroe Townsite Elementary School property. Money for this purchase will come from the district site sinking fund.

MOTION: _____ **SUPPORT:** _____ **ACTION:** _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|------------|------------|----------------|---------------|
| Mr. Bunkelman | _____ | _____ | _____ | _____ |
| Dr. March | _____ | _____ | _____ | _____ |
| Mrs. Mentel | _____ | _____ | _____ | _____ |
| Mr. Philbeck | _____ | _____ | _____ | _____ |
| Mrs. Taylor | _____ | _____ | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ | _____ | _____ |
| Mr. Yeo | _____ | _____ | _____ | _____ |



MONROE PUBLIC SCHOOLS

4920 W. Albain Rd. Monroe, MI 48161

www.monroe.k12.mi.us

Operations

Phone 734-265-3333
Fax 734-265-3301

Jerry Oley

Executive Director of Operations

Tim Salenbien

Custodial/Maintenance Supervisor

Frank Henry

Transportation Supervisor

Transportation

Phone 734-265-3300
Fax 734-265-3301

December 8, 2016

To: Board of Education
Monroe Public Schools

From: Jerry Oley
Director of Operations

Re: Installation of New Catch Basins at South Monroe Townsite Property

Bids were requested from three companies to perform the installation of new catch basins on the South Monroe Townsite property post demolition for proper drainage purposes. Monroe County Road Commission has required Monroe Public Schools to complete this project.

It is my recommendation that this bid be awarded to D & R Demolition. D & R Demolition was awarded the original demolition project which was performed satisfactorily and having familiarity with the exact location/requirements to complete this project.

Bid Summary is as follows:

| | |
|------------------------------------|--------------|
| D & R Demolition Archbold, Ohio | \$ 16,700.00 |
| Devos Excavating Erie, MI | \$ 23,600.00 |
| David Hoffman, Inc. Monroe, MI | \$ 16,500.00 |

Funds for this project will be taken out of the districts site sinking fund. If you need further information, please let me know.

D & R Demolition®
21154 Co. Rd. D
Archbold, Ohio 43502
Ph# 419-446-8281
Fax# 419-446-2236

November 30, 2016

George O'Dell
Kohler Architecture
1118 W. Front St.
Monroe, Mi. 48161

Re: Installation of ditches around the former South Monroe School

Thank you for giving D&R Demolition the opportunity to present this proposal to you.

Install drainage swales on east and west side of the former South Monroe Elementary School
Install catch basin on west side approx. 8' behind existing basin to connect. Place fabric around
both basins topsoil, grade and seed per specs.

\$16,700.00

Includes permits

It is understood by D & R Demolition that there are no environmental issues.

Terry Baehr
Estimator
D & R Demolition

Devos Excavating LLC

10919 S. Dixie Hwy.
 Erie, MI 48133
 Fax : 734-322-3313
 Phone : 734-457-9011

Proposal

| | |
|------------|------------|
| Date | Estimate # |
| 10/24/2016 | 2164 |

| Name / Address |
|---|
| Monroe Public School 15488 Eastwood Street Monroe, MI 48161 |

| Project | Terms |
|---|--------------------------|
| | Due on completion of job |
| Description | Total |
| Job # 1639 Per drawing dated : 4-18-16 Bidding -Replace existing frame & grate -Provide & install new catch basin -Cut swale as needed -All excavated spoil disposed of off site -Install 2 ft berm along road as noted -Silt seed grass seed into all disturbed soil -Not responsible if grass seed does not germinate -Not responsible to move gas line if necessary -Layout by others Total Equipment, Labor & Material | 23,600.00 |
| Thank You for the Opportunity to Quote. | Total \$23,600.00 |

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Approved By:
 P.O. #

Dated:

George O'Dell

From: Yahoo! <davidchoffman@sbcglobal.net>
Sent: Thursday, November 17, 2016 1:53 PM
To: George O'Dell
Subject: Proposal

PROPOSAL

From:
David C. Hoffman, Inc.
599 Bates Lane
Monroe Michigan 48162

Date:
11/17/2016

To:
George O'Dell, Senior Associate
John Kohler Architect
1118 West Front Street
Monroe Michigan 48161

734 242-6880

Re:
Former South Monroe Township school site
Monroe Michigan

Work on site per print: catchbasin construction / swales and ditches per print.
Spoils transported off site.
Grass seed and straw mulch application.

\$16,500.00 Sixteen thousand five hundred dollars - - - - -

Bid Qualifications:
Does not include the cost of permits/bonds, surveying or engineering or layout fees.
Payment in full upon completion of the above described work.

Thank you for the opportunity to submit a proposal for this work.

Proposal Authorized by:
David C. Hoffman

**South Monroe Elementary
Building Demolition & Related Work
#1639**

December 7, 2016

Jerry,

The bid drawings were reviewed with the Monroe County Road Commission, Engineering Department prior to the project being bid. At that time, their only concern was to have the edge of the asphalt pavement on Eastwood Street saw cut for a uniform road width and remove the concrete gutter approximately 4 feet east of the road edge and install a stone berm 3 feet wide along the edge of the road. The bid drawings included these requirements.

When the contractor had completed the building demolition above grade on 9/8, he went to the Monroe County Road Commission to get his permit to complete the work in the Eastwood Street right-of-way.

Scott Assenmacher, Highway Engineer for the Monroe County Road Commission made a site visit and told the Contractor they would be required to install a new catch basin 8 feet east of the existing road catch basin and create a ditch approximately 11 feet east of the road edge with a varied depth of 1.5 feet to 3 feet deep which would allow a drainage pipe installed below any future driveway to each lot without draining over the surface of adjoining lot drives. This would result in 295 lineal feet of ditch work on Eastwood Street and extending the existing ditch on Charles Street a distance of 180 lineal feet toward the north. The ditch slope of not steeper than 1 foot vertical to 3 feet horizontal from the road edge to the ditch bottom and not steeper than 1 foot vertical to 2 feet horizontal on the lot side to the ditch.

The Architect prepared a new drawing showing the revisions now required by the Monroe County Road Commission and gave a copy to D & R Demolition for pricing.

On 10/3, D & R Demolition submitted a quote to do the additional work at a cost of \$16,200.00.

Since this cost was above the limit anticipated, additional quotes were solicited from two other contractors.

On 10/24, Devos Excavation submitted a quote to do the additional work at \$23,600.00.

On 11/17, Dave Hoffman, Inc. submitted a quote of \$16,500.00 to do the additional work, however his cost did not include permits/ bonds or layout fees.

On 11/30, D & R Demolition submitted a revised quote to do the additional work for \$16,700.00. Their cost was \$500.00 higher than their quote dated 10/3 because they have completed their original contract and left the site and will have to re-mobilize their equipment and re-schedule their manpower.

We recommend awarding this additional work to D & R Demolition at a cost of \$16,700.00 to keep all the work under this contract for single source responsibility.

If you have any questions, please contact me at our office.

Respectfully,

George O'Dell,
Senior Design Associate,
Kohler Architecture, Inc.

D & R Demolition®
21154 Co. Rd. D
Archbold, Ohio 43502
Ph# 419-446-8281
Fax# 419-446-2236

September 28, 2016

George O'Dell
Kohler Architecture
1118 W. Front St.
Monroe, Mi. 48161

Re: Installation of ditches around the former South Monroe School

Thank you for giving D&R Demolition the opportunity to present this proposal to you.

Install drainage swales on east and west side of the former South Monroe Elementary School.
Install catch basin on west side approx. 8' behind existing basin to connect. Place fabric around both basins. topsoil, grade and seed per specs.

\$16,200.00

Includes permits

It is understood by D & R Demolition that there are no environmental issues.

Gary Bauerschmidt
Site Manager
D & R Demolition

DISTRICT FIRE EQUIPMENT REPAIRS

BACKGROUND

See attached memo from Jerry Oley for details.

ENCLOSURE(S)

Memo from Mr. Oley
Bid from Cintas Fire Protection

RECOMMENDATION

Move to accept the bid of \$11,907.65 from Cintas Fire Protection to complete the necessary repairs to the fire sprinkler systems and extinguishers. Money for this purchase will come from the Operations budget.

MOTION: _____ **SUPPORT:** _____ **ACTION:** _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|------------|------------|----------------|---------------|
| Mr. Bunkelman | _____ | _____ | _____ | _____ |
| Dr. March | _____ | _____ | _____ | _____ |
| Mrs. Mentel | _____ | _____ | _____ | _____ |
| Mr. Philbeck | _____ | _____ | _____ | _____ |
| Mrs. Taylor | _____ | _____ | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ | _____ | _____ |
| Mr. Yeo | _____ | _____ | _____ | _____ |



MONROE PUBLIC SCHOOLS

4920 W. Albain Rd. Monroe, MI 48161

www.monroe.k12.mi.us

Operations

Phone 734-265-3333
Fax 734-265-3301

Jerry Oley

Executive Director of Operations

Tim Salenbien

Custodial/Maintenance Supervisor

Frank Henry

Transportation Supervisor

Transportation

Phone 734-265-3300
Fax 734-265-3301

December 8, 2016

To: Board of Education
Monroe Public Schools

From: Jerry Oley
Director of Operations

Re: District Fire Equipment Repairs

Cintas Fire Protection was awarded all of the annual 2016 fire equipment inspections for Monroe Public Schools.

Repairs base on these inspections need to be addressed to meet state fire codes. It is my recommendation to move forward with the necessary repairs to fire safety equipment, i.e., extinguishers and sprinkler systems that was provided by Cintas Fire Protection of Troy Michigan in the amount of \$11,907.65.

Funds for district fire alarm testing and inspection will be taken from the Operations budget. If you need further information, please let me know.

Taxes, Permits, Parts and Repairs are in addition to the prices quoted above

Service Response Guidelines: Please note that Cintas Fire Protection will make every effort to take corrective action in the most expeditious manner possible. Dispatch for critical system failures: 2 – 4 hours. Dispatch for non-critical system trouble: 24 – 48 hours.

CINTAS FIRE PROTECTION – SCOPE OF SERVICES

1. Pricing: Seller may increase price for services annually at a percentage rate not to exceed the increase in the Consumer Price Index (CPI). Should Seller choose to increase price in excess of CPI, Customer will be notified prior to time of shipment or delivery of service. Customer shall pay the price in effect at time of shipment or delivery of service.
2. Inspection Requirements: The facility owner and/or Customer is required to have the fire protection equipment inspected annually, semi-annually, quarterly, or monthly, in accordance with NFPA requirements. More frequent inspections may be required by the local authority having jurisdiction. Testing procedures may vary slightly according to NFPA and Local requirements.
3. Limitations of Service / Customer Responsibility: The equipment owner and/or Customer is responsible for assuring that their fire protection equipment is properly serviced and maintained.
4. Deficiencies or other impairments noted during inspection or testing of fire protection systems and equipment pose an immediate and serious safety concern. The system owner and/or Customer is responsible for assuring that any deficiencies noted during inspections or maintenance are corrected immediately.
5. In performing maintenance or inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection.
6. The inspection services are for the system being inspected only. Cintas makes no warranties or representations regarding the condition or status of other equipment, including but not limited to electrical equipment, interlocks, HVAC equipment, or elevator equipment.
7. The inspection quote is not meant to be an exhaustive review of the fire protective equipment status and as such may not have identified any or all equipment or pre-existing deficiencies. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems at a pro-rata basis.
8. Unless otherwise specified in writing, services do not include a design review or a hazard evaluation. Therefore, performance of test and inspection or repair services in no way guarantees that the system as installed meets all current applicable code standards and/or is working as designed. Observation of deficiencies and suggestions or recommendations for their correction in no way suggests or implies a design review was conducted or that other system deficiencies may not exist. Furthermore, we are not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, or wear which result from exercising during testing. Deficiencies will be noted and repair and/or correction will be quoted separately.
9. Seller agrees to perform for the Customer the services ("Services") at the Customer's Location set forth in this Contract.
10. Seller acknowledges that the Services may be provided in connection with an existing tenant-occupied building, that Customer shall continue the normal operation and occupancy of the Location, and that such operation and occupancy during the hours Seller performs the Services is of critical importance. Seller shall use its best efforts to minimize any interference with operation of the Location by Customer or the use and occupancy of the Location by Customer's tenants and guests.
11. Seller shall conduct the Services in accordance with a schedule mutually agreed upon between Seller and Customer and consistent with the requirements of this Contract. Seller shall desist immediately from performing the Services in the event that Seller's activities constitute an unreasonable nuisance or interruption in the activities of the Location's occupants. Upon so directing to desist with the Services, Customer shall contact Seller to re-schedule the Services for a mutually agreeable time. Rescheduled Services may be subject to additional fees.
12. In the event the scope of services includes central station monitoring services, Cintas does not guarantee or warranty that the service supplied will prevent burglary, fire or other occurrences, or the consequences from such occurrences, which the service is designed to monitor, and Customer acknowledges that it is not entering into this agreement with the expectation that Cintas will insure or reimburse Customer or any other person for losses from such occurrences. Customer agrees that Cintas will have no liability for loss or damage to property or for personal injury or death due to any failure of service including, but not limited to the failure in transmission of an alarm to a central monitoring station or by a central monitoring station to others or for interruptions of service because of (a) any failure of Customer's alarm (b) any defective or damaged equipment, device, telephone lines or connecting circuit (c) strikes of Cintas' employees or employees of others, riots, floods, fires, acts of God, or any other causes beyond the control of Cintas or (d) the negligent act or negligent failure to act of Cintas, its employees or agents.
13. Before commencing the Services, Seller shall secure at Customers' expense all applicable permits, approvals, governmental fees, certificates, licenses, and inspections, if any, necessary for the proper performance of the Services. Copies of all such permits, approvals, licenses and certificates specific to Location shall be delivered to Customer upon request or as necessary by law.
14. Customer agrees to pay Seller for all Customer-authorized labor and parts necessary to correct any deficiencies discovered. If Customer refuses such service to correct a deficiency, Seller denies any liability if refusal of service results in an ongoing NFPA code violation status. If the failure of Customer to address and correct any defect in the life safety system results in the repetitive addressing of said deficiency by Seller's personnel, any additional cost beyond the normal scope of work, will be charged to Customer as an additional amount to this agreement.
15. Customer agrees to provide access to premises and to permit only authorized Seller agents to inspect, alter, remove, adjust, service, repair and add devices, equipment, or wiring. Seller denies any and all responsibility for work performed by any other vendor. Customer agrees to be directly responsible for redecorating and other cosmetic repairs to premises necessary due to installation, maintenance, or removal of all or any part of the system.

CINTAS FIRE PROTECTION – TERMS AND CONDITIONS OF SALE AND LEASE – FIRE EQUIPMENT GOOD AND SERVICES

1. Acceptance and Modification. These Terms and Conditions supplement the price quotation, purchase order, contract, agreement or order acknowledgement (collectively the "Contract") entered into between Cintas Corporation or its subsidiary ("Seller") and Seller's customer ("Customer") and is a part of or supplement to such Contract and these Terms and Conditions may not be modified, amended or waived except in writing signed by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, proposed in Customer's purchase order or in any acknowledgement, supplement or confirmation of the Contract not executed by Seller. Customer agrees that the terms and conditions set forth herein shall govern the relationship between Seller and Customer with respect to the goods and services that are the subject matter hereof, and no other terms and conditions not specifically agreed upon by Seller shall be binding upon Seller. Customer accepts the terms hereof by acknowledging or confirming the Contract, commencing performance, by accepting delivery of goods or services from Seller or by any other means manifesting assent to be bound.
2. Orders. Seller shall use its best efforts to deliver goods as ordered by Customer and to provide services when requested, but as long as Seller acts in good faith and with due diligence. Seller shall not be responsible or liable for any delays.
3. Prices. Taxes and Other Fees. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Seller shall be added to the price to be paid by Customer unless a valid sales tax exemption certificate is furnished to Seller.
4. Service Charges. Service charges are used to help Seller pay various fluctuating current and future costs including but not limited to costs directly or indirectly related to the environment, energy issues, services and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred by Seller.
5. Equipment Exchange. Customer hereby understands and agrees that in servicing Customer's fire equipment Seller intends to exchange Customer's fire equipment for Seller's fire equipment of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's fire equipment so exchanged will belong to Seller and all right, title and interest in Seller's fire equipment so exchanged will belong to the Customer.

6. Credit. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of ~~one and one-half percent (1.5%)~~ 1.2% per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ~~ten (10)~~ 10 days of invoice date unless otherwise stated. If, in Seller's opinion, Customer's credit becomes unsatisfactory, Seller may, in addition to all other rights and remedies under the Contract and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Seller, Customer agrees to pay all reasonable costs of collection incurred by Seller including reasonable attorneys' fees. Title to all equipment or other goods sold by Seller shall remain in Seller's name until Customer has paid Seller in full. Seller shall retain a security interest in such equipment or other goods until such time.
7. Inspection. Seller strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation or other service call. Seller shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions.
8. Limited Warranty. Because of the great number and variety of applications for which Seller's goods and services are purchased, Seller does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. Customer is cautioned to determine the appropriateness of Seller's goods and services for Customer's specific application before ordering and to test and evaluate thoroughly all goods before use. Seller warrants that title to all goods sold by Seller shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SELLER.
9. Cintas not an insurer. Indemnification of Cintas by Customer. Customer agrees that neither Cintas nor subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF CUSTOMER'S SYSTEMS. THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. Customer acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of Customer for any losses sustained. CUSTOMER AGREES TO INDEMNIFY AND HOLD CINTAS AND ITS SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEY'S REASONABLE FEES) AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY. Cintas shall not be responsible for any claims of Customer against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable and shall be indemnified by Customer against all such claims including the claims of any third parties.
10. LIMITATION OF LIABILITY OF CINTAS; LIQUIDATED DAMAGES. Seller's service fees are based on the value of services provided and the limited liability provided under this contract, and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Seller cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur which could be due to the failure of the system or services to work as intended. Seller is not an insurer. If Seller should be found liable for loss of damage due to a failure on the part of Seller or its systems or any fire suppression or alarm equipment, in any respect, its liability to Customer, its agents, officers, directors, employees, or invitees shall be limited to ~~\$1,000,000~~ as liquidated damages. The provisions of this paragraph apply in the event of loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active, or otherwise, of Seller, its agents, or employees. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Seller and obtain a higher limit by paying an additional amount consistent with the increase in liability. As such (I) Customer hereby agrees that the limits on the liability of Cintas and Subcontractors, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Customer, Subcontractors and any other affected third parties; (II) except as provided in this agreement, Customer waives all rights and remedies against Cintas and Subcontractors including rights of subrogation, that Customer, any insurer, or other third party have due to the losses or injuries Customer or other incur. Customer agrees that were Cintas and its Subcontractors to have liability greater than that stated above, it would not provide the services. Neither party shall be liable to the other or any other person for any incidental, punitive, loss of business profits, speculative or consequential damages.
11. Clerical Errors; Other Contracts. Any clerical errors contained in the Contract or other documents in connection therewith are subject to correction. Customer represents that the Contract does not infringe on any other contract to provide similar goods or services that Customer is a party to.
12. Force Majeure. Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive or any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome.
13. Entire Agreement. The terms and conditions contained herein (and contained on Seller's quotation, specifications, order, acknowledgement, contract, agreement, invoice or other form) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties and any customary terms and conditions of purchase that Customer may establish from time to time. The terms and conditions contained herein may be modified only by a writing signed by both parties. Customer acknowledges and agrees that the terms and conditions contained herein shall be exclusive terms and conditions binding the parties hereto and that any additional contradictory or different terms contained in any initial or subsequent communication from Customer, including any purchase order pertaining to the good or services to be provided by Seller are hereby objected to and shall be of no effect. No course of prior dealings between Customer and Seller and no usage of the trade shall be relevant to supplement or explain any terms used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
14. Governing Law; Disputes. The rights and obligations of the parties contained herein shall be governed by the laws of the State of Ohio, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any dispute or matter arising in connection with or relating to the Contract shall be resolved by binding and final arbitration under applicable state or federal law providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceedings with any claim or controversy of any other part.
15. Notices. Any notice given pursuant to the Contract shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth in the purchase order, contract or agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.
16. Miscellaneous. Customer may not assign its rights or delegates its performance in whole or in part under the Contract without the prior written consent of Seller and any attempted assignment or delegation without such consent shall be void. If any provision of the Contract or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the Contract or these Terms and Conditions. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract or these Terms and Conditions, the prevailing party shall be entitled to the award of attorney's fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.

Rev. 6.3.13

Signature:

Email: salenbien@monroe.k12.mi.us

Title:



232 Maple Road
Troy, MI 48083
P: 888-620-1056 F: 877-567-7242
Kuzdebaa@cintas.com



December 7, 2016

11040 Knabusch Math/Science Center
6670 Waters Edge Dr.
Monroe, MI 48161

Attention: Tim Salenbien

Phone 734-265-3333

Reference: Fire Sprinkler System

Fax:

E-mail: salenbien@monroe.k12.mi.us

Cintas Fire Protection is pleased to offer you a quotation to perform work at the above referenced location(s). Based on the survey conducted by Cintas, we prepared an estimate pertaining to our area of expertise – *Fire Protection Sprinklers, Fire Alarm Systems, Fire Extinguishers and Restaurant Fire Suppression Systems*. This proposal is valid for 10 days. Included in our quotation is as follows:

- Provide labor and material to replace (2) painted upright sprinkler heads in the janitors storage area.
NFPA 25: 5.2.1.1.2 Any sprinkler shall be replaced that has signs of leakage; is painted, other than by the sprinkler manufacturer, corroded, damaged, or loaded; or in the improper orientation.
- Provide labor and material to replace (6) painted upright sprinkler heads in the garage/animal area.
NFPA 25: 5.2.1.1.2 Any sprinkler shall be replaced that has signs of leakage; is painted, other than by the sprinkler manufacturer, corroded, damaged, or loaded; or in the improper orientation.
- Provide labor and material to replace (2) painted sprinkler heads in the bathroom hallway.
NFPA 25: 5.2.1.1.2 Any sprinkler shall be replaced that has signs of leakage; is painted, other than by the sprinkler manufacturer, corroded, damaged, or loaded; or in the improper orientation.
- Provide labor and material to replace (1) painted pendent sprinkler head in the mens restroom.
NFPA 25: 5.2.1.1.2 Any sprinkler shall be replaced that has signs of leakage; is painted, other than by the sprinkler manufacturer, corroded, damaged, or loaded; or in the improper orientation.
- Supply (2) spare sprinkler heads for the spare sprinkler head cabinet.
- Provide labor and material to replace the 1" check valve for the alarm line that failed to hold at time of inspection.

Total Job Cost: \$ 1,048.96 without tax.

****Deficiencies shall be corrected as specified by the National Fire Protection Association. Many insurance companies have fire protection requirements in their policies that go beyond the local minimum requirements. Should a fire occur and these requirements are not met, you may be viewed as negligent and your insurance company may not cover the damage caused by the fire.****

NOTE: This quote is based on information known at time of inspection. If additional time, material, permits, drawings, engineering fees, or outside services are needed to complete the scope of work, additional charges will apply. Price does not include premium portion of overtime, if required. If work needs to be performed outside of our normal business hours (7:30am-3:30pm) labor will be calculated at time and a half & additional charges will apply. Price assumes free & clear accessibility to perform required maintenance. Patching of holes and/or painting necessary due to the work is not included as part of this quote.

Thank you for the opportunity to quote these changes. This quote is based on volume of work to be performed. Pricing is valid only if all quotes are approved and accepted. If items are accepted individually, additional charges may be added. If you have any questions, please feel free to call me. For any scheduling inquiries after approval, please contact your local office at: 248-817-3800

Sincerely,
Cintas Fire Protection

ACCEPTED BY: _____

SIGNATURE: _____

Alexa Kuzdeba
Fire Protection System Repair
P: 888-620-1056 F: 877-567-7242

PO#: _____

DATE: _____

The acceptance of this proposal is subject to the Terms and Conditions attached.

CINTAS FIRE PROTECTION – SCOPE OF SERVICES

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Limitations of Service / Customer Responsibility: The equipment owner and/or Customer is responsible for assuring that their fire protection equipment is properly serviced and maintained. 4. Deficiencies or other Impairments noted during inspection or testing of fire protection systems and equipment pose an immediate and serious safety concern. The system owner and/or Customer is responsible for assuring that any deficiencies noted during inspections or maintenance are corrected immediately. 5. In performing maintenance or inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection. 6. The inspection services are for the system being inspected only. Cintas makes no warranties or representations regarding the condition or status of other equipment, including but not limited to electrical equipment, interlocks, HVAC equipment, or elevator equipment. 7. 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1. Acceptance and Modification. These Terms and Conditions supplement the price quotation, purchase order, contract, agreement or order acknowledgement (collectively the "Contract") entered into between Cintas Corporation or its subsidiary ("Seller") and Seller's customer ("Customer") and is a part of or supplement to such Contract and these Terms and Conditions may not be modified, amended or waived except in writing signed by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, proposed in Customer's purchase order or in any acknowledgement, supplement or confirmation of the Contract not executed by Seller. Customer agrees that the terms and conditions set forth herein shall govern the relationship between Seller and Customer with respect to the goods and services that are the subject matter hereof, and no other terms and conditions not specifically agreed upon by Seller shall be binding upon Seller. Customer accepts the terms hereof by acknowledging or confirming the Contract, commencing performance, by accepting delivery of goods or services from Seller or by any other means manifesting assent to be bound. 2. Orders. Seller shall use its best efforts to deliver goods as ordered by Customer and to provide services when requested, but as long as Seller acts in good faith and with due diligence. Seller shall not be responsible or liable for any delays. 3. Prices. Taxes and Other Fees. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Seller shall be added to the price to be paid by Customer unless a valid sales tax exemption certificate is furnished to Seller. 4. Service Charges. Service charges are used to help Seller pay various fluctuating current and future costs including but not limited to costs directly or indirectly related to the environment, energy issues, services and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred by Seller. 5. Equipment Exchange. Customer hereby understands and agrees that in servicing Customer's fire equipment Seller intends to exchange Customer's fire equipment for Seller's fire equipment of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's fire equipment so exchanged will belong to Seller and all right, title and interest in Seller's fire equipment so exchanged will belong to the Customer. 6. Credit. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Seller's opinion, Customer's credit becomes unsatisfactory, Seller may, in addition to all other rights and remedies under the Contract and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Seller, Customer agrees to pay all reasonable costs of collection incurred by Seller including reasonable attorneys' fees. Title to all equipment or other goods sold by Seller shall remain in Seller's name until Customer has paid Seller in full. Seller shall retain a security interest in such equipment or other goods until such time. 7. Inspection. Seller strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation or other service call. Seller shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions. 8. Limited Warranty. Because of the great number and variety of applications for which Seller's goods and services are purchased, Seller does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific

applications. Customer is cautioned to determine the appropriateness of Seller's goods and services for Customer's specific application before ordering and to test and evaluate thoroughly all goods before use. Seller warrants that title to all goods sold by Seller shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SELLER. 9. Cintas not an insurer. Indemnification of Cintas by Customer. Customer agrees that neither Cintas nor subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF CUSTOMER'S SYSTEMS. THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. Customer acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of Customer for any losses sustained. CUSTOMER AGREES TO INDEMNIFY AND HOLD CINTAS AND ITS SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEY'S REASONABLE FEES) AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY. Cintas shall not be responsible for any claims of Customer against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable and shall be indemnified by Customer against all such claims including the claims of any third parties. 10. LIMITATION OF LIABILITY OF CINTAS; LIQUIDATED DAMAGES. Seller's service fees are based on the value of services provided and the limited liability provided under this contract, and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Seller cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur which could be due to the failure of the system or services to work as intended. Seller is not an insurer. If Seller should be found liable for loss of damage due to a failure on the part of Seller or its systems or any fire suppression or alarm equipment, in any respect, its liability to Customer, its agents, officers, directors, employees, or invitees shall be limited to \$1,000.00 as liquidated damages. The provisions of this paragraph apply in the event of loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active, or otherwise, of Seller, its agents, or employees. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Seller and obtain a higher limit by paying an additional amount consistent with the increase in liability. As such (i) Customer hereby agrees that the limits on the liability of Cintas and Subcontractors, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Customer, Subcontractors and any other affected third parties; (ii) except as provided in this agreement, Customer waives all rights and remedies against Cintas and Subcontractors including rights of subrogation, that Customer, any insurer, or other third party have due to the losses or injuries Customer or other incur. Customer agrees that were Cintas and its Subcontractors to have liability greater than that stated above, it would not provide the services. Neither party shall be liable to the other or any other person for any incidental, punitive, loss of business profits, speculative or consequential damages. 11. Clerical Errors; Other Contracts. Any clerical errors contained in the Contract or other documents in connection therewith are subject to correction. Customer represents that the Contract does not infringe on any other contract to provide similar goods or services that Customer is a party to. 12. Force Majeure. Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity, quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive or any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome. 13. Entire Agreement. The terms and conditions contained herein (and contained on Seller's quotation, specifications, order, acknowledgement, contract, agreement, invoice or other form) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties and any customary terms and conditions of purchase that Customer may establish from time to time. The terms and conditions contained herein may be modified only by a writing signed by both parties. Customer acknowledges and agrees that the terms and conditions contained herein shall be exclusive terms and conditions binding the parties hereto and that any additional contradictory or different terms contained in any initial or subsequent communication from Customer, including any purchase order pertaining to the good or services to be provided by Seller are hereby objected to and shall be of no effect. No course of prior dealings between Customer and Seller and no usage of the trade shall be relevant to supplement or explain any terms used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. 14. Governing Law; Disputes. The rights and obligations of the parties contained herein shall be governed by the laws of the State of Ohio, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any dispute or matter arising in connection with or relating to the Contract shall be resolved by binding and final arbitration under applicable state or federal law providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceedings with any claim or controversy of any other part. 15. Notices. Any notice given pursuant to the Contract shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth in the purchase order, contract or agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof. 16. Miscellaneous. Customer may not assign its rights or delegates its performance in whole or in part under the Contract without the prior written consent of Seller and any attempted assignment or delegation without such consent shall be void. If any provision of the Contract or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the Contract or these Terms and Conditions. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract or these Terms and Conditions, the prevailing party shall be entitled to the award of attorney's fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels. Rev. 12.17.13



232 Maple Road
Troy, MI 48083
P: 888-620-1056 F: 877-567-7242
Kuzdeba@cintas.com



December 7, 2016

11038 Arborwood South Elementary
1008 Riverview Ave.
Monroe, MI 48162

Attention: Tim Salenbien
Reference: Fire Sprinkler System

Phone: 734-265-3333
Fax:
E-mail: salenbien@monroe.k12.mi.us

Cintas Fire Protection is pleased to offer you a quotation to perform work at the above referenced location(s). Based on the survey conducted by Cintas, we prepared an estimate pertaining to our area of expertise – *Fire Protection Sprinklers, Fire Alarm Systems, Fire Extinguishers and Restaurant Fire Suppression Systems*. This proposal is valid for 10 days. Included in our quotation is as follows:

- Provide labor and material to replace the 4" OS&Y valve within the sprinkler system that failed to operate at time of inspection.
- Provide labor and material to replace (1) damaged pendent sprinkler head in the stage storage room.
NFPA 25: 5.2.1.1.2 Any sprinkler shall be replaced that has signs of leakage; is painted, other than by the sprinkler manufacturer, corroded, damaged, or loaded; or in the improper orientation.
- Provide labor and material to install all missing sprinkler head escutcheon plates in the stage storage areas.

Total Job Cost: \$ 1,893.84 without tax.

Deficiencies shall be corrected as specified by the National Fire Protection Association. Many insurance companies have fire protection requirements in their policies that go beyond the local minimum requirements. Should a fire occur and these requirements are not met, you may be viewed as negligent and your insurance company may not cover the damage caused by the fire.

NOTE: This quote is based on information known at time of inspection. If additional time, material, permits, drawings, engineering fees, or outside services are needed to complete the scope of work, additional charges will apply. Price does not include premium portion of overtime, if required. If work needs to be performed outside of our normal business hours (7:30am-3:30pm) labor will be calculated at time and a half & additional charges will apply. Price assumes free & clear accessibility to perform required maintenance. Patching of holes and/or painting necessary due to the work is not included as part of this quote.

Thank you for the opportunity to quote these changes. This quote is based on volume of work to be performed. Pricing is valid only if all quotes are approved and accepted. If items are accepted individually, additional charges may be added. If you have any questions, please feel free to call me. *For any scheduling inquiries after approval, please contact your local office at: 248-817-3800*

Sincerely,
Cintas Fire Protection

Alexa Kuzdeba
Fire Protection System Repair
P: 888-620-1056 F: 877-567-7242

ACCEPTED BY: _____

SIGNATURE: _____

PO#: _____

DATE: _____

The acceptance of this proposal is subject to the Terms and Conditions attached.

CINTAS FIRE PROTECTION – SCOPE OF SERVICES

1. Pricing: Seller may increase price for services annually at a percentage rate not to exceed the increase in the Consumer Price Index (CPI). Should Seller choose to increase price in excess of CPI, Customer will be notified prior to time of shipment or delivery of service. Customer shall pay the price in effect at time of shipment or delivery of service. By payment of invoice or acceptance of Cintas' services, Customer acknowledges and accepts the Cintas Fire Protection – Scope of Services and the Cintas Fire Protection – Terms and Conditions of Sale and Lease – Fire Equipment Goods and Services contained herein. 2. Inspection Requirements: The facility owner and/or Customer is required to have the fire protection equipment inspected annually, semi-annually, quarterly, or monthly, in accordance with NFPA requirements. More frequent inspections may be required by the local authority having jurisdiction. Testing procedures may vary slightly according to NFPA and Local requirements. 3. Limitations of Service / Customer Responsibility: The equipment owner and/or Customer is responsible for assuring that their fire protection equipment is properly serviced and maintained. 4. Deficiencies or other impairments noted during inspection or testing of fire protection systems and equipment pose an immediate and serious safety concern. The system owner and/or Customer is responsible for assuring that any deficiencies noted during inspections or maintenance are corrected immediately. 5. In performing maintenance or inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection. 6. The inspection services are for the system being inspected only. Cintas makes no warranties or representations regarding the condition or status of other equipment, including but not limited to electrical equipment, interlocks, HVAC equipment, or elevator equipment. 7. The inspection quote is not meant to be an exhaustive review of the fire protective equipment status and as such may not have identified any or all equipment or pre-existing deficiencies. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems at a pro-rata basis. 8. Unless otherwise specified in writing, services do not include a design review or a hazard evaluation. Therefore, performance of test and inspection or repair services in no way guarantees that the system as installed meets all current applicable code standards and/or is working as designed. Observation of deficiencies and suggestions or recommendations for their correction in no way suggests or implies a design review was conducted or that other system deficiencies may not exist. Furthermore, we are not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, or wear which result from exercising during testing. Deficiencies will be noted and repair and/or correction will be quoted separately. 9. Seller agrees to perform for the Customer the services ("Services") at the Customer's Location set forth in this Contract. 10. Seller acknowledges that the Services may be provided in connection with an existing tenant-occupied building, that Customer shall continue the normal operation and occupancy of the Location, and that such operation and occupancy during the hours Seller performs the Services is of critical importance. Seller shall use its best efforts to minimize any interference with operation of the Location by Customer or the use and occupancy of the Location by Customer's tenants and guests. 11. Seller shall conduct the Services in accordance with a schedule mutually agreed upon between Seller and Customer and consistent with the requirements of this Contract. Seller shall desist immediately from performing the Services in the event that Seller's activities constitute an unreasonable nuisance or interruption in the activities of the Location's occupants. Upon so directing to desist with the Services, Customer shall contact Seller to re-schedule the Services for a mutually agreeable time. Rescheduled Services may be subject to additional fees. 12. In the event the scope of services includes central station monitoring services, Cintas does not guarantee or warranty that the service supplied will prevent burglary, fire or other occurrences, or the consequences from such occurrences, which the service is designed to monitor, and Customer acknowledges that it is not entering into this agreement with the expectation that Cintas will insure or reimburse Customer or any other person for losses from such occurrences. Customer agrees that Cintas will have no liability for loss or damage to property or for personal injury or death due to any failure of service including, but not limited to the failure in transmission of an alarm to a central monitoring station or by a central monitoring station to others or for interruptions of service because of (a) any failure of Customer's alarm (b) any defective or damaged equipment, device, telephone lines or connecting circuit (c) strikes of Cintas' employees or employees of others, riots, floods, fires, acts of God, or any other causes beyond the control of Cintas or (d) the negligent act or negligent failure to act of Cintas, its employees or agents. 13. Before commencing the Services, Seller shall secure at Customer's expense all applicable permits, approvals, governmental fees, certificates, licenses, and inspections, if any, necessary for the proper performance of the Services. Copies of all such permits, approvals, licenses and certificates specific to Location shall be delivered to Customer upon request or as necessary by law. 14. Customer agrees to pay Seller for all Customer-authorized labor and parts necessary to correct any deficiencies discovered. If Customer refuses such service to correct a deficiency, Seller denies any liability. If refusal of service results in an ongoing NFPA code violation status. If the failure of Customer to address and correct any defect in the life safety system results in the repetitive addressing of said deficiency by Seller's personnel, any additional cost beyond the normal scope of work, will be charged to Customer as an additional amount to this agreement. 15. Customer agrees to provide access to premises and to permit only authorized Seller agents to inspect, alter, remove, adjust, service, repair and add devices, equipment, or wiring. Seller denies any and all responsibility for work performed by any other vendor. Customer agrees to be directly responsible for redecorating and other cosmetic repairs to premises necessary due to installation, maintenance, or removal of all or any part of the system.

CINTAS FIRE PROTECTION – TERMS AND CONDITIONS OF SALE AND LEASE – FIRE EQUIPMENT GOODS AND SERVICES

1. Acceptance and Modification. These Terms and Conditions supplement the price quotation, purchase order, contract, agreement or order acknowledgement (collectively the "Contract") entered into between Cintas Corporation or its subsidiary ("Seller") and Seller's customer ("Customer") and is a part of or supplement to such Contract and these Terms and Conditions may not be modified, amended or waived except in writing signed by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, proposed in Customer's purchase order or in any acknowledgement, supplement or confirmation of the Contract not executed by Seller. Customer agrees that the terms and conditions set forth herein shall govern the relationship between Seller and Customer with respect to the goods and services that are the subject matter hereof, and no other terms and conditions not specifically agreed upon by Seller shall be binding upon Seller. Customer accepts the terms hereof by acknowledging or confirming the Contract, commencing performance, by accepting delivery of goods or services from Seller or by any other means manifesting assent to be bound. 2. Orders. Seller shall use its best efforts to deliver goods as ordered by Customer and to provide services when requested, but as long as Seller acts in good faith and with due diligence. Seller shall not be responsible or liable for any delays. 3. Prices, Taxes and Other Fees. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Seller shall be added to the price to be paid by Customer unless a valid sales tax exemption certificate is furnished to Seller. 4. Service Charges. Service charges are used to help Seller pay various fluctuating current and future costs including but not limited to costs directly or indirectly related to the environment, energy issues, services and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred by Seller. 5. Equipment Exchange. Customer hereby understands and agrees that in servicing Customer's fire equipment Seller intends to exchange Customer's fire equipment for Seller's fire equipment of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's fire equipment so exchanged will belong to Seller and all right, title and interest in Seller's fire equipment so exchanged will belong to the Customer. 6. Credit. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Seller's opinion, Customer's credit becomes unsatisfactory, Seller may, in addition to all other rights and remedies under the Contract and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Seller, Customer agrees to pay all reasonable costs of collection incurred by Seller including reasonable attorneys' fees. Title to all equipment or other goods sold by Seller shall remain in Seller's name until Customer has paid Seller in full. Seller shall retain a security interest in such equipment or other goods until such time. 7. Inspection. Seller strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation or other service call. Seller shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions. 8. Limited Warranty. Because of the great number and variety of applications for which Seller's goods and services are purchased, Seller does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific

applications. Customer is cautioned to determine the appropriateness of Seller's goods and services for Customer's specific application before ordering and to test and evaluate thoroughly all goods before use. Seller warrants that title to all goods sold by Seller shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SELLER. 9. Cintas not an Insurer. Indemnification of Cintas by Customer. Customer agrees that neither Cintas nor subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF CUSTOMER'S SYSTEMS. THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. Customer acknowledges that during the term of the Agreement, it will maintain a policy of Insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of Customer for any losses sustained. CUSTOMER AGREES TO INDEMNIFY AND HOLD CINTAS AND ITS SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEY'S REASONABLE FEES) AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY. Cintas shall not be responsible for any claims of Customer against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable and shall be indemnified by Customer against all such claims including the claims of any third parties. 10. LIMITATION OF LIABILITY OF CINTAS; LIQUIDATED DAMAGES. Seller's service fees are based on the value of services provided and the limited liability provided under this contract, and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Seller cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur which could be due to the failure of the system or services to work as intended. Seller is not an insurer. If Seller should be found liable for loss of damage due to a failure on the part of Seller or its systems or any fire suppression or alarm equipment, in any respect, its liability to Customer, its agents, officers, directors, employees, or invitees shall be limited to \$1,000.00 as liquidated damages. The provisions of this paragraph apply in the event of loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active, or otherwise, of Seller, its agents, or employees. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Seller and obtain a higher limit by paying an additional amount consistent with the increase in liability. As such (i) Customer hereby agrees that the limits on the liability of Cintas and Subcontractors, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Customer, Subcontractors and any other affected third parties; (ii) except as provided in this agreement, Customer waives all rights and remedies against Cintas and Subcontractors including rights of subrogation, that Customer, any Insurer, or other third party have due to the losses or injuries Customer or other incur. Customer agrees that were Cintas and its Subcontractors to have liability greater than that stated above, it would not provide the services. Neither party shall be liable to the other or any other person for any incidental, punitive, loss of business profits, speculative or consequential damages. 11. Clerical Errors; Other Contracts. Any clerical errors contained in the Contract or other documents in connection therewith are subject to correction. Customer represents that the Contract does not infringe on any other contract to provide similar goods or services that Customer is a party to. 12. Force Majeure. Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive or any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome. 13. Entire Agreement. The terms and conditions contained herein (and contained on Seller's quotation, specifications, order, acknowledgement, contract, agreement, invoice or other form) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties and any customary terms and conditions of purchase that Customer may establish from time to time. The terms and conditions contained herein may be modified only by a writing signed by both parties. Customer acknowledges and agrees that the terms and conditions contained herein shall be exclusive terms and conditions binding the parties hereto and that any additional contradictory or different terms contained in any initial or subsequent communication from Customer, including any purchase order pertaining to the good or services to be provided by Seller are hereby objected to and shall be of no effect. No course of prior dealings between Customer and Seller and no usage of the trade shall be relevant to supplement or explain any terms used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. 14. Governing Law; Disputes. The rights and obligations of the parties contained herein shall be governed by the laws of the State of Ohio, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any dispute or matter arising in connection with or relating to the Contract shall be resolved by binding and final arbitration under applicable state or federal law providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceedings with any claim or controversy of any other part. 15. Notices. Any notice given pursuant to the Contract shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth in the purchase order, contract or agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof. 16. Miscellaneous. Customer may not assign its rights or delegates its performance in whole or in part under the Contract without the prior written consent of Seller and any attempted assignment or delegation without such consent shall be void. If any provision of the Contract or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the Contract or these Terms and Conditions. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract or these Terms and Conditions, the prevailing party shall be entitled to the award of attorney's fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels. Rev. 12.17.13



232 Maple Road
Troy, MI 48083
P: 888-620-1056 F: 877-567-7242
Kuzdebaa@cintas.com



December 7, 2016

11035 Monroe High School
901 Herr Rd.
Monroe, MI 48161

Attention: Tim Salenbien

Phone 734-265-3333

Reference: Fire Sprinkler System

Fax:

E-mail: salenbien@monroe.k12.mi.us

Cintas Fire Protection is pleased to offer you a quotation to perform work at the above referenced location(s). Based on the survey conducted by Cintas, we prepared an estimate pertaining to our area of expertise – *Fire Protection Sprinklers, Fire Alarm Systems, Fire Extinguishers and Restaurant Fire Suppression Systems*. This proposal is valid for 10 days. Included in our quotation is as follows:

- Provide labor to clean the dusty/loaded sprinkler heads throughout.
- Provide labor and material to replace (52) corroded chrome pendent sprinkler heads throughout.
NFPA 25: 5.2.1.1.2 Any sprinkler shall be replaced that has signs of leakage; is painted, other than by the sprinkler manufacturer, corroded, damaged, or loaded; or in the improper orientation.
- Provide labor and material to replace (5) damaged chrome pendent sprinkler heads on site.
NFPA 25: 5.2.1.1.2 Any sprinkler shall be replaced that has signs of leakage; is painted, other than by the sprinkler manufacturer, corroded, damaged, or loaded; or in the improper orientation.
- Provide labor and material to replace (1) corroded brass upright sprinkler head on site.
NFPA 25: 5.2.1.1.2 Any sprinkler shall be replaced that has signs of leakage; is painted, other than by the sprinkler manufacturer, corroded, damaged, or loaded; or in the improper orientation.

Total Job Cost: \$ 3,095.86 without tax.

Deficiencies shall be corrected as specified by the National Fire Protection Association. Many insurance companies have fire protection requirements in their policies that go beyond the local minimum requirements. Should a fire occur and these requirements are not met, you may be viewed as negligent and your insurance company may not cover the damage caused by the fire.

NOTE: This quote is based on information known at time of inspection. If additional time, material, permits, drawings, engineering fees, or outside services are needed to complete the scope of work, additional charges will apply. Price does not include premium portion of overtime, if required. If work needs to be performed outside of our normal business hours (7:30am-3:30pm) labor will be calculated at time and a half & additional charges will apply. Price assumes free & clear accessibility to perform required maintenance. Patching of holes and/or painting necessary due to the work is not included as part of this quote.

Thank you for the opportunity to quote these changes. This quote is based on volume of work to be performed. Pricing is valid only if all quotes are approved and accepted. If items are accepted individually, additional charges may be added. If you have any questions, please feel free to call me. For any scheduling inquiries after approval, please contact your local office at: 248-817-3800

Sincerely,
Cintas Fire Protection

ACCEPTED BY: _____

SIGNATURE: _____

Alexa Kuzdeba
Fire Protection System Repair
P: 888-620-1056 F: 877-567-7242

PO#: _____

DATE: _____

The acceptance of this proposal is subject to the Terms and Conditions attached.

CINTAS FIRE PROTECTION – SCOPE OF SERVICES

1. Pricing: Seller may increase price for services annually at a percentage rate not to exceed the increase in the Consumer Price Index (CPI). Should Seller choose to increase price in excess of CPI, Customer will be notified prior to time of shipment or delivery of service. Customer shall pay the price in effect at time of shipment or delivery of service. By payment of invoice or acceptance of Cintas' services, Customer acknowledges and accepts the Cintas Fire Protection – Scope of Services and the Cintas Fire Protection – Terms and Conditions of Sale and Lease – Fire Equipment Goods and Services contained herein. 2. Inspection Requirements: The facility owner and/or Customer is required to have the fire protection equipment inspected annually, semi-annually, quarterly, or monthly, in accordance with NFPA requirements. More frequent inspections may be required by the local authority having jurisdiction. Testing procedures may vary slightly according to NFPA and Local requirements. 3. Limitations of Service / Customer Responsibility: The equipment owner and/or Customer is responsible for assuring that their fire protection equipment is properly serviced and maintained. 4. Deficiencies or other impairments noted during inspection or testing of fire protection systems and equipment pose an immediate and serious safety concern. The system owner and/or Customer is responsible for assuring that any deficiencies noted during inspections or maintenance are corrected immediately. 5. In performing maintenance or inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection. 6. The inspection services are for the system being inspected only. Cintas makes no warranties or representations regarding the condition or status of other equipment, including but not limited to electrical equipment, interlocks, HVAC equipment, or elevator equipment. 7. The inspection quote is not meant to be an exhaustive review of the fire protective equipment status and as such may not have identified any or all equipment or pre-existing deficiencies. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems at a pro-rata basis. 8. Unless otherwise specified in writing, services do not include a design review or a hazard evaluation. Therefore, performance of test and inspection or repair services in no way guarantees that the system as installed meets all current applicable code standards and/or is working as designed. Observation of deficiencies and suggestions or recommendations for their correction in no way suggests or implies a design review was conducted or that other system deficiencies may not exist. Furthermore, we are not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, or wear which result from exercising during testing. Deficiencies will be noted and repair and/or correction will be quoted separately. 9. Seller agrees to perform for the Customer the services ("Services") at the Customer's Location set forth in this Contract. 10. Seller acknowledges that the Services may be provided in connection with an existing tenant-occupied building, that Customer shall continue the normal operation and occupancy of the Location, and that such operation and occupancy during the hours Seller performs the Services is of critical importance. Seller shall use its best efforts to minimize any interference with operation of the Location by Customer or the use and occupancy of the Location by Customer's tenants and guests. 11. Seller shall conduct the Services in accordance with a schedule mutually agreed upon between Seller and Customer and consistent with the requirements of this Contract. Seller shall desist immediately from performing the Services in the event that Seller's activities constitute an unreasonable nuisance or interruption in the activities of the Location's occupants. Upon so directing to desist with the Services, Customer shall contact Seller to re-schedule the Services for a mutually agreeable time. Rescheduled Services may be subject to additional fees. 12. In the event the scope of services includes central station monitoring services, Cintas does not guarantee or warranty that the service supplied will prevent burglary, fire or other occurrences, or the consequences from such occurrences, which the service is designed to monitor, and Customer acknowledges that it is not entering into this agreement with the expectation that Cintas will insure or reimburse Customer or any other person for losses from such occurrences. Customer agrees that Cintas will have no liability for loss or damage to property or for personal injury or death due to any failure of service including, but not limited to the failure in transmission of an alarm to a central monitoring station or by a central monitoring station to others or for interruptions of service because of (a) any failure of Customer's alarm (b) any defective or damaged equipment, device, telephone lines or connecting circuit (c) strikes of Cintas' employees or employees of others, riots, floods, fires, acts of God, or any other causes beyond the control of Cintas or (d) the negligent act or negligent failure to act of Cintas, its employees or agents. 13. Before commencing the Services, Seller shall secure at Customer's expense all applicable permits, approvals, governmental fees, certificates, licenses, and inspections, if any, necessary for the proper performance of the Services. Copies of all such permits, approvals, licenses and certificates specific to Location shall be delivered to Customer upon request or as necessary by law. 14. Customer agrees to pay Seller for all Customer-authorized labor and parts necessary to correct any deficiencies discovered. If Customer refuses such service to correct a deficiency, Seller denies any liability. If refusal of service results in an ongoing NFPA code violation status. If the failure of Customer to address and correct any defect in the life safety system results in the repetitive addressing of said deficiency by Seller's personnel, any additional cost beyond the normal scope of work, will be charged to Customer as an additional amount to this agreement. 15. Customer agrees to provide access to premises and to permit only authorized Seller agents to inspect, alter, remove, adjust, service, repair and add devices, equipment, or wiring. Seller denies any and all responsibility for work performed by any other vendor. Customer agrees to be directly responsible for redecorating and other cosmetic repairs to premises necessary due to installation, maintenance, or removal of all or any part of the system.

CINTAS FIRE PROTECTION – TERMS AND CONDITIONS OF SALE AND LEASE – FIRE EQUIPMENT GOODS AND SERVICES

1. Acceptance and Modification. These Terms and Conditions supplement the price quotation, purchase order, contract, agreement or order acknowledgement (collectively the "Contract") entered into between Cintas Corporation or its subsidiary ("Seller") and Seller's customer ("Customer") and is a part of or supplement to such Contract and these Terms and Conditions may not be modified, amended or waived except in writing signed by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, proposed in Customer's purchase order or in any acknowledgement, supplement or confirmation of the Contract not executed by Seller. Customer agrees that the terms and conditions set forth herein shall govern the relationship between Seller and Customer with respect to the goods and services that are the subject matter hereof, and no other terms and conditions not specifically agreed upon by Seller shall be binding upon Seller. Customer accepts the terms hereof by acknowledging or confirming the Contract, commencing performance, by accepting delivery of goods or services from Seller or by any other means manifesting assent to be bound. 2. Orders. Seller shall use its best efforts to deliver goods as ordered by Customer and to provide services when requested, but as long as Seller acts in good faith and with due diligence. Seller shall not be responsible or liable for any delays. 3. Prices. Taxes and Other Fees. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Seller shall be added to the price to be paid by Customer unless a valid sales tax exemption certificate is furnished to Seller. 4. Service Charges. Service charges are used to help Seller pay various fluctuating current and future costs including but not limited to costs directly or indirectly related to the environment, energy issues, services and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred by Seller. 5. Equipment Exchange. Customer hereby understands and agrees that in servicing Customer's fire equipment Seller intends to exchange Customer's fire equipment for Seller's fire equipment of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's fire equipment so exchanged will belong to Seller and all right, title and interest in Seller's fire equipment so exchanged will belong to the Customer. 6. Credit. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Seller's opinion, Customer's credit becomes unsatisfactory, Seller may, in addition to all other rights and remedies under the Contract and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Seller, Customer agrees to pay all reasonable costs of collection incurred by Seller including reasonable attorneys' fees. Title to all equipment or other goods sold by Seller shall remain in Seller's name until Customer has paid Seller in full. Seller shall retain a security interest in such equipment or other goods until such time. 7. Inspection. Seller strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation or other service call. Seller shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions. 8. Limited Warranty. Because of the great number and variety of applications for which Seller's goods and services are purchased, Seller does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific

applications. Customer is cautioned to determine the appropriateness of Seller's goods and services for Customer's specific application before ordering and to test and evaluate thoroughly all goods before use. Seller warrants that title to all goods sold by Seller shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SELLER. 9. Cintas not an Insurer. Indemnification of Cintas by Customer. Customer agrees that neither Cintas nor subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF CUSTOMER'S SYSTEMS. THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. Customer acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of Customer for any losses sustained. CUSTOMER AGREES TO INDEMNIFY AND HOLD CINTAS AND ITS SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEY'S REASONABLE FEES) AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY. Cintas shall not be responsible for any claims of Customer against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable and shall be indemnified by Customer against all such claims including the claims of any third parties. 10. LIMITATION OF LIABILITY OF CINTAS; LIQUIDATED DAMAGES. Seller's service fees are based on the value of services provided and the limited liability provided under this contract, and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Seller cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur which could be due to the failure of the system or services to work as Intended. Seller is not an Insurer. If Seller should be found liable for loss of damage due to a failure on the part of Seller or its systems or any fire suppression or alarm equipment, in any respect, its liability to Customer, its agents, officers, directors, employees, or invitees shall be limited to \$1,000.00 as liquidated damages. The provisions of this paragraph apply in the event of loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active, or otherwise, of Seller, its agents, or employees. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Seller and obtain a higher limit by paying an additional amount consistent with the increase in liability. As such (i) Customer hereby agrees that the limits on the liability of Cintas and Subcontractors, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Customer, Subcontractors and any other affected third parties; (ii) except as provided in this agreement, Customer waives all rights and remedies against Cintas and Subcontractors including rights of subrogation, that Customer, any insurer, or other third party have due to the losses or injuries Customer or other incur. Customer agrees that were Cintas and its Subcontractors to have liability greater than that stated above, it would not provide the services. Neither party shall be liable to the other or any other person for any incidental, punitive, loss of business profits, speculative or consequential damages. 11. Clerical Errors; Other Contracts. Any clerical errors contained in the Contract or other documents in connection therewith are subject to correction. Customer represents that the Contract does not infringe on any other contract to provide similar goods or services that Customer is a party to. 12. Force Majeure. Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity, quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive or any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome. 13. Entire Agreement. The terms and conditions contained herein (and contained on Seller's quotation, specifications, order, acknowledgement, contract, agreement, invoice or other form) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties and any customary terms and conditions of purchase that Customer may establish from time to time. The terms and conditions contained herein may be modified only by a writing signed by both parties. Customer acknowledges and agrees that the terms and conditions contained herein shall be exclusive terms and conditions binding the parties hereto and that any additional contradictory or different terms contained in any initial or subsequent communication from Customer, including any purchase order pertaining to the good or services to be provided by Seller are hereby objected to and shall be of no effect. No course of prior dealings between Customer and Seller and no usage of the trade shall be relevant to supplement or explain any terms used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. 14. Governing Law; Disputes. The rights and obligations of the parties contained herein shall be governed by the laws of the State of Ohio, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any dispute or matter arising in connection with or relating to the Contract shall be resolved by binding and final arbitration under applicable state or federal law providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceedings with any claim or controversy of any other part. 15. Notices. Any notice given pursuant to the Contract shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth in the purchase order, contract or agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof. 16. Miscellaneous. Customer may not assign its rights or delegates its performance in whole or in part under the Contract without the prior written consent of Seller and any attempted assignment or delegation without such consent shall be void. If any provision of the Contract or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the Contract or these Terms and Conditions. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract or these Terms and Conditions, the prevailing party shall be entitled to the award of attorney's fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels. Rev. 12.17.13

MOBILE DEVICES FOR STAFF

BACKGROUND

See attached memo from David Payne for details.

ENCLOSURE(S)

Memo from Mr. Payne
Quotes Apple Education and REMC

RECOMMENDATION

Move to approve the purchase of mobile devices for staff at a cost not to exceed \$120,000.00. This purchase will be funded by the Technology Millage and the SPOT bid rebate.

MOTION: _____ **SUPPORT:** _____ **ACTION:** _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|------------|------------|----------------|---------------|
| Mr. Bunkelman | _____ | _____ | _____ | _____ |
| Dr. March | _____ | _____ | _____ | _____ |
| Mrs. Mentel | _____ | _____ | _____ | _____ |
| Mr. Philbeck | _____ | _____ | _____ | _____ |
| Mrs. Taylor | _____ | _____ | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ | _____ | _____ |
| Mr. Yeo | _____ | _____ | _____ | _____ |



Monroe Public Schools

Technology Department

1275 N. Macomb St

Monroe MI, 48162

MEMO

To: Dr. Barry Martin

From: David Payne

Date: 12-9-16

Subject: Mobile Devices for Staff

We are requesting approval to purchase mobile devices for staff at a cost not to exceed \$120,000.00. If approved this project would be funded by the Technology Millage and the SPOT bid rebate we received this past month. The mobile devices purchased would come from Apple Education and the REMC contract. By purchasing in bulk we can leverage volume pricing and receive higher trade in prices for our older equipment. The devices we are looking to purchase are a blend of Apple iPads, Dell Chromebooks, and Dell Laptops. Currently we are working with our District Technology Committee and building staff to determine which device will be purchased for each staff member. The first round of purchases will be young fives thru second grade teachers. This purchase will consist of Apple iPads as they utilize Apple iPad carts in their classrooms. Our goal would be to have all new devices purchased in this plan over the next two months. By receiving approval now we can make two or three purchases over the next few months to keep the deployments moving. Also, by working with the staff we can make sure we are purchasing the right equipment to support their curriculum and not just one blanket purchase.

December 9, 2016

Ship/Bill to:
 Monroe Public Schools
 Ashley Wagner

Quote #22i-MPS-120916-01
 Terms: Net 30

Presidio
 48325 Alpha Dr. Ste. 150
 Wixom, MI 48393

Account Executive: Jeff Seelenbinder
jseelenbinder@presidio.com
 Inside Sales Rep: Todd Steichen
tsteichen@netechcorp.com

| TRIG Part Number | Description | Qty. | Each | Total Extended |
|------------------|---|------|-----------------------|----------------|
| 22161080 | Dell Chromebook 11 3120, Intel N2840 processor, 4 GB RAM, 16 GB eMMC SSD, 11" 1366 x 768 Display, Highly Durable: Mil-STD 810G passed for pressure, temperature, shock and vibration. Rubberized, rounded corners, spill proof keyboard, 180 degree fold-flat hinges. 10-hour + 3-cell battery, . Intel Dual Band AC 7260 Wireless, One year mail-in Warranty (1/1/0), GoGuardian One Year Teacher and Administrator License. | 1 | \$ 172.95 | \$ 172.95 |
| 22161081 | Google Management License | 1 | \$ 24.72 | \$ 24.72 |
| 22161110 | Max Cases Snap Shell for Dell Chromebook 11 Gen 2 (DL-SS-CB2-11-GRY) | 1 | \$ 12.39 | \$ 12.39 |
| | | | unit price: \$ | 210.06 |
| 22160470 | Dell Latitude 3350 (13 for Education), i5-5200U Processor, 4GB RAM, 250GB 7200RPM Hard Drive, Dual Band AC Wireless, 13.3" 1366x768 display, 4-cell 43Whr Battery, No Optical Drive, Windows 10 Pro, One year mail-in warranty, Mil-Spec passed for pressure, temperature, shock and vibration. Rubberized, rounded corners, spill proof keyboard, 180 degree fold-flat hinges, One Year Dell Endpoint Security Suite Enterprise Edition (ESSE) with Cylance Technology (This machine is the updated version of last years Latitude 3340) | 1 | \$ 439.95 | \$ 439.95 |
| 22160472 | Upgrade to 128GB SSD | 1 | \$ 69.96 | \$ 69.96 |
| | | | unit price: \$ | 509.91 |

To order send Purchase Orders to dell22i@netechcorp.com

Proposal 2102498845

Proposer: Ashley Wagner

Thank you for your proposal dated 12/09/2016. The details we've provided below are based on the terms assigned to account 65204, MONROE PUBLIC SCHOOLS.

To access this proposal online, please search by referencing proposal number 2102498845.

Comments from Proposer:

| Part Number | Description | Total Quantity | Unit Price | Total Price |
|----------------------|------------------------------------|----------------|------------|-------------------|
| MNV22LL/A | iPad Air 2 Wi-Fi 32GB - Space Gray | 1 | 379.00 | 379.00 USD |
| Subtotal | | | | 379.00 USD |
| Estimated Tax | | | | 0.00 USD |
| Total | | | | 379.00 USD |

Please note that your order subtotal does not include Sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into the Apple Store for Education Institution [<https://ecommerce.apple.com>] and click on Proposals. Then search for this Proposal by entering the Proposal number referenced above.

Note: A Purchaser login is required to order. To request Purchaser access for your Apple Account, log into Apple Store for Education Institution and select the 'Register' link from the store login page. Purchases under a Proposal are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

Please contact us at 800-800-2775, if you have further questions or need assistance.

The prices and specifications above correspond to those valid at the time the proposal was created and are subject to change.

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**BOARD POLICY 2020-R ADMINISTRATIVE ORGANIZATION
SECOND READING AND APPROVAL**

BACKGROUND

Board Policy 2020-R Administrative Organization has been reviewed by the Board and recommended for approval.

RECOMMENDATION

Move to approve Board Policy 2020-R Administrative Organization as written effective January 1, 2017.

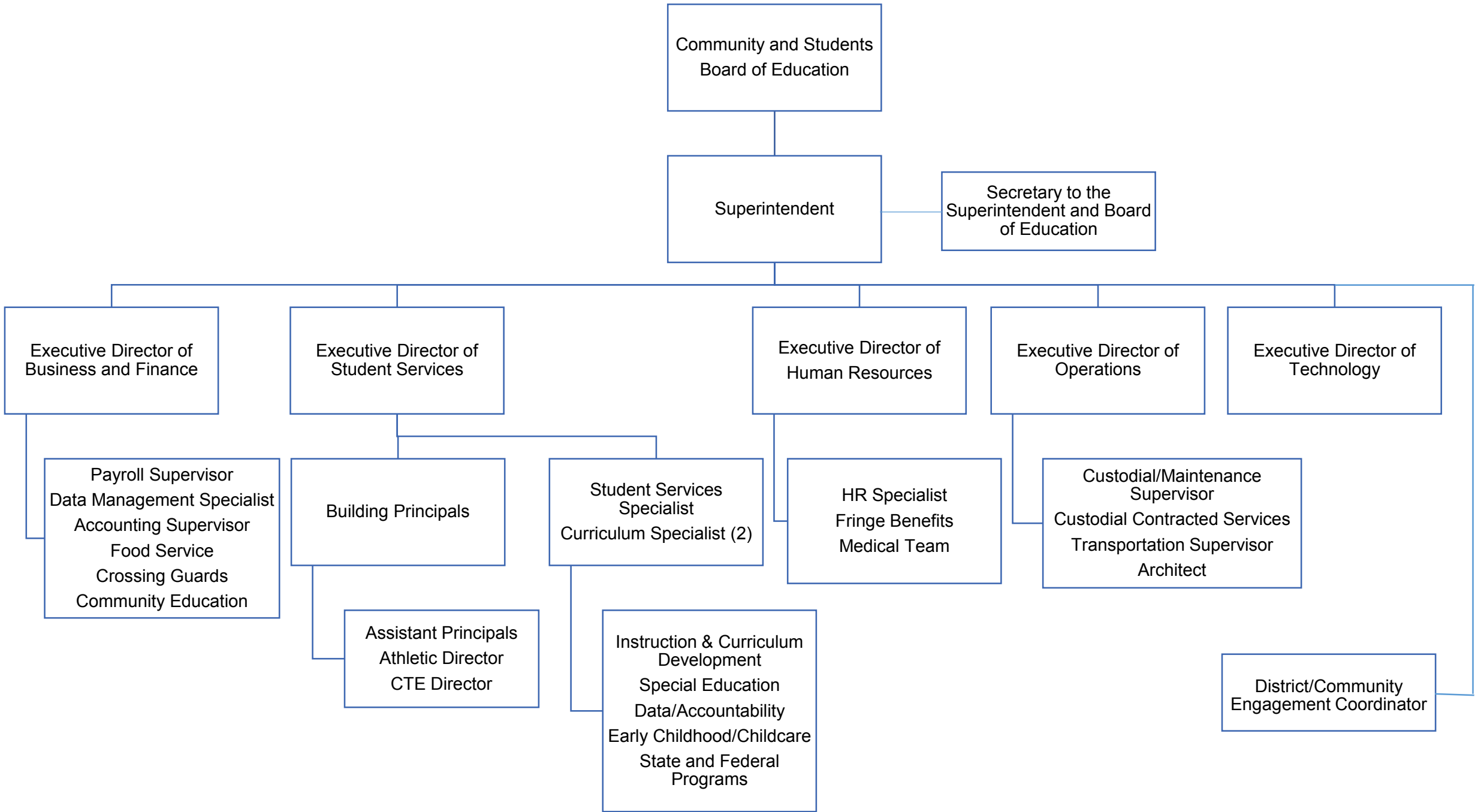
MOTION: _____ **SUPPORT:** _____ **ACTION:** _____

| | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> |
|-------------------|------------|------------|----------------|---------------|
| Mr. Bunkelman | _____ | _____ | _____ | _____ |
| Dr. March | _____ | _____ | _____ | _____ |
| Mrs. Mentel | _____ | _____ | _____ | _____ |
| Mr. Philbeck | _____ | _____ | _____ | _____ |
| Mrs. Taylor | _____ | _____ | _____ | _____ |
| Mr. VanWasshenova | _____ | _____ | _____ | _____ |
| Mr. Yeo | _____ | _____ | _____ | _____ |

Section 2000 – General School Administration

2020-R Administrative Organization
Amended: March 24, 2015 (effective 7/1/15)
June 23, 2015 (effective 7/1/15)
December 13, 2016 (effective 1/1/17)

2020-R



ADJOURNMENT

RECOMMENDATION

Move to adjourn the December 13, 2016, Board Meeting #23.

HAND VOTE

MOTION: _____ SUPPORT: _____ ACTION: _____

TIME: _____