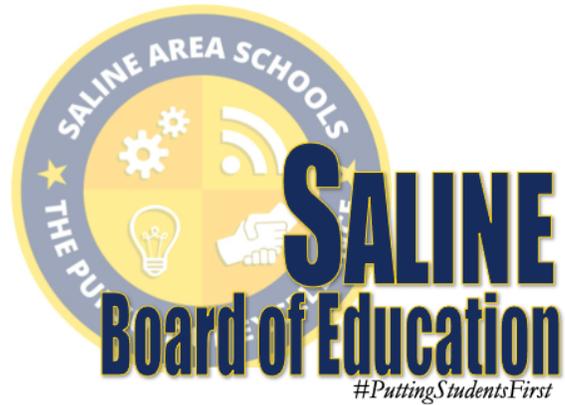


# Board of Education Meeting

Liberty School Board Room

March 21, 2023 at 6:30 PM



## AGENDA

### Mission

*We, the Saline Area Schools, will equip all students with the knowledge, technological proficiency, and personal skills necessary to succeed in an increasingly complex society. We expect that our students, staff, and the Saline Community will share in these responsibilities.*

### OPENING

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**

*A member of the public may address the Board briefly, for up to three minutes, or request to be scheduled on the agenda of a future meeting. Please note that students will be given priority to speak on any topic. The first public participation portion of the meeting will be limited to one-half hour (30 minutes) normally and limited to agenda items. A second public participation portion will be offered at the end of the agenda to allow for any other comment.*

*Individuals addressing the Board should take into consideration the rules of common courtesy. The public participation portion of the meeting cannot be used to make personal attacks against a Board Member, District Employee, or Student.*

### STUDENTS

### OTHER PUBLIC STAKEHOLDERS

### EXTENDED PUBLIC COMMENT

1. *Astrid Leese, SHS Spanish Teacher*
2. *Stacey Rumpsa, FSAS Director*
3. *Susie Treber, Monique Hunter - Be SMART*

4. **RESPONSE TO PREVIOUS PUBLIC COMMENT**

<b>AGENDA</b>
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5. **REVISIONS/APPROVAL OF AGENDA**

*(Items may be added or deleted from the meeting agenda, and/or the order of items may be changed, at the request of an individual Board member or the Superintendent. The agendas must be approved before proceeding further.)*

**RECOMMENDED MOTION . . . move to approve the agenda as printed/revised.**

6. **STUDENT SHOWCASE**

**SMS Builders Club** *(Advisors, Laura Odom, Kirsten Zemaitis)*  
*Presenters: M. Habrecht & Payton Aagesen*

7. **SCHEDULED REPORTS**

**A. Operations Department / Bond Update**  
*Presenters: Operations Team / Bond Team*

8. **ACTION ITEMS**

**A. RECOMMENDED MOTION ... to approve the purchase of up to (2) plow grounds vehicles for up to \$50,000 to Braun and Helmer Auction Service. These vehicles will be purchased from the University of Michigan Vehicle & Equipment Auction. This purchase will be made from the Capital Projects Fund.**

**B. RECOMMENDED MOTION ... move to approve the resolution to authorize Steve Laatsch, Superintendent, to execute the Sales/Purchase agreement of approximately 7.18 acres of vacant real property from Liebherr Gear and Automation Technologies, Inc, in the amount of \$484,800.**

**C. RECOMMENDATION MOTION ... move to accept the proposed Juul settlement by approving the resolution as recommended by Thrun Law Firm and submitted by Superintendent Laatsch.**

9. **DISCUSSION ITEMS**

**A. Policy Committee Meeting Update**

Jennifer Miller, Policy Committee Chair

PO 8510 Wellness  
PO 8390 Animals on District Property  
New Policy 8390.1 Therapy Dogs  
New Policies 3362.01 & 4362.01 Threatening Behavior Toward Staff Members

10. **ADMINISTRATION / BOARD UPDATES**

11. **CONSENT AGENDA**

*The Consent Agenda is listed in this agenda and will not be read aloud. The motion noted will allow for the authorization of all listed items, without discussion, unless a member of the Board requests that any one or all be considered individually.*

**RECOMMENDED MOTION . . . move to authorize the Consent Agenda as printed / amended:**

- A. **Approval** of the Board of Education Meeting Minutes of February 28, 2023
- B. **Approval** of the Board Policy Committee Meeting Minutes of February 28, 2023
- C. **Approval of Payment** of the General Fund Accounts Payable of March 21, 2023, in the amount of \$3,236,627.43
- D. **Approval of Payment** of Bond Fund Series III Accounts Payable of March 21, 2023, in the amount of \$11,002.70
- E. **Approval of Payment** of 2023 Bond Fund Series I Accounts Payable of March 21, 2023, in the amount of \$216,701.30
- F. **Receive and File** Finance and Human Resources Reports

<b>CLOSING</b>
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12. **ITEMS SCHEDULED ON NEXT AGENDA**

13. **PUBLIC COMMENT**

*A member of the public may address the Board briefly, for up to three minutes, or request to be scheduled on the agenda of a future meeting.*

**STUDENTS**

**OTHER PUBLIC STAKEHOLDERS**

**14. NEXT MEETING**

The next Board of Education Meeting will be held on April 11, 2023, at 6:30 PM.

**15. ADJOURNMENT**

**RECOMMENDED MOTION** ... move to adjourn the Regular Board of Education Meeting of March 21, 2023, at \_\_\_\_\_ PM.

# OPERATIONS DEPARTMENT #SASCOMPASS



## SALINE AREA SCHOOLS

### REX CLARY

Director of Operations

Saline, Michigan 48176

734.401.4690

[claryr@salineschools.org](mailto:claryr@salineschools.org)

March 21, 2023

Attn: Superintendent Laatsch  
Saline Area Schools Board of Education

I would like to move forward with the attempted purchase of (2) 2015 F-250 4X4 Regular Cab Grounds Vehicle at a cost not exceeding \$50,000. These vehicles will be purchased from the University of Michigan Vehicle & Equipment Auction. If I am successful, these vehicles will replace (2) existing grounds vehicles, 2001 F-250 & 2004 Chevy 2500. This purchase will be made from the Capital Projects Fund.

UM# 1060 2015 Ford F250 Regular Cab 4x4 Pick-up, Air Conditioning, 6,2 L V-8 engine, AM/FM Radio, Bedliner, Delayed Wipers, Hydraulic Brakes, Running Boards, Tilt Steering Wheel, and Trailer Hitch.

Odometer: 18,061

VIN: 1FTBF2B69FEB33064

Condition Report: Other than normal wear, minor scratches, wheel well dent, mirror damage (Photographed), this vehicle is in great running condition.

Good Green Title/Lot

UM# 1107 2015 Ford F250 Supercab 4x4 Pick-up, 6.2L V-8 engine, Air Conditioning, AM/FM Radio, Bedliner, Delayed Wipers, Load Cover, Running Boards, and Trailer Hitch.

Odometer: 42,697

VIN: 1FTBF2B62FEB33066

Condition Report: Other than normal wear light body damage and scuffs (Photographed), this vehicle is in great running condition.

Good Green Title

Rex J. Clary  
Executive Director of Operations  
Saline Area Schools

Saline Area Schools, Washtenaw County, Michigan (the "District")

A regular meeting of the board of education of the District (the "Board") was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock in the \_\_\_\_m. (the "Meeting")

The Meeting was called to order by \_\_\_\_\_, President.

Present: Members

Absent: Members

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

**WHEREAS**, the District has investigated the purchase of approximately 7.18 acres of vacant real property from Liebherr Gear and Automation Technologies, Inc. (the "Seller"), which property is located within the City of Saline, Washtenaw County, Michigan and bearing Washtenaw County Tax Parcel Nos. 18-12-30-430-003 and 18-12-30-430-028 (the "Property"), for school-related purposes; and

**WHEREAS**, the District desires to purchase Property from the Seller upon the terms and conditions contained in the Sales/Purchase Agreement, a copy of which is attached hereto and made a part hereof as Attachment "1" (the "Sales/Purchase Agreement"); and

**WHEREAS**, the Board has determined that it would be in the best interests of the District to purchase the Property from the Seller upon the terms and conditions contained in the Sales/Purchase Agreement; and

**WHEREAS**, the Board has determined that it would be in the best interests of the District to waive any applicable Board Policies and/or Bylaws, if any, related to the purchase of real property and to purchase the Property from the Seller; and

**WHEREAS**, the Board desires to authorize and direct Steve Laatsch, the Superintendent of Schools of the District, or his designee, to execute the Sales/Purchase Agreement substantially in the form as Attachment "1", to make any revisions to the Sales/Purchase Agreement not inconsistent with this resolution, and to take any other action to purchase the Property from the Seller, subject to review and approval by the District's legal counsel.

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

1. The Board authorizes the District to purchase the Property from the Seller upon the terms and conditions contained in the Sales/Purchase Agreement.
2. The Board authorizes and directs Steve Laatsch, the Superintendent of Schools of the District, or his designee, to execute the Sales/Purchase Agreement substantially in the form as Attachment "1", to make any revisions to the Sales/Purchase Agreement not inconsistent with

this resolution, and to take any other action to purchase the Property from the Seller, subject to review and approval by the District's legal counsel.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

\_\_\_\_\_  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Saline Area Schools, Washtenaw County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

\_\_\_\_\_  
Secretary, Board of Education

GWV/ssw



**ATTACHMENT "1"**

*(See: Sales/Purchase Agreement, attached)*

## SALES/PURCHASE AGREEMENT

THIS SALES/PURCHASE AGREEMENT (this “**Agreement**”) is made as of the \_\_\_\_\_ day of March, 2023 (the “**Effective Date**” – the date the last party signed this Agreement), by and between the SALINE AREA SCHOOLS, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended (“**Buyer**”), and LIEBHERR GEAR AND AUTOMATION TECHNOLOGIES, INC., a Virginia corporation (“**Seller**”)

1. Property. Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller that certain vacant land, containing approximately 7.18 acres, located in the City of Saline, Washtenaw County, Michigan, as more particularly described on Exhibit A attached hereto (the “**Property**”), having Washtenaw County Tax Parcel Numbers 18-12-30-430-003 and 18-12-30-430-028.

2. Purchase Price; Deposit.

A. Purchase Price. The purchase price (the “**Purchase Price**”) to be paid by Buyer to Seller for the Property shall be Four Hundred Eighty-Four Thousand Eight Hundred and no/100 Dollars (\$484,800.00), payable at Closing (as hereinafter defined) by electronic wire transfer, subject to adjustment for credits and prorations as set forth in this Agreement.

B. Deposit. Within three (3) business days after the Effective Date, Buyer shall deposit the sum of Five Thousand and no/100 Dollars (\$5,000.00) (the “**Deposit**”) with the Ann Arbor, Michigan office of Liberty Title, 111N. Main Street, Ann Arbor, Michigan 48104 (Attn: Dana M. Lemke—Commercial Escrow Officer [p.(734) 665-6103 Ex 3112; dlemke@libertytitle.com) (the “**Title Company**”), to be held in escrow pursuant to Section 10(I) below. The Deposit shall be credited against the Purchase Price at Closing.

3. Due Diligence Period; Inspection.

A. At all reasonable times prior to Closing, Buyer, its agents, employees, designees, representatives and contractors (collectively, the “**Buyer Parties**”), at Buyer’s sole cost and expense, shall have the right to do the following: (i) to enter the Property to perform such tests, inspections and examinations of the Property as Buyer deems advisable; and (ii) to make investigations with regard to title to the Property, soil and environmental tests, matters of survey, utilities availability, and other requirements with regard to the Property. Buyer shall indemnify, defend and hold Seller harmless from and against all cost, loss, damage and expense incurred by Seller, including reasonable attorneys’ fees, arising out of the activities of Buyer and the Buyer Parties upon the Property pursuant to this Section 3(A). The preceding indemnity obligation shall survive the termination of this Agreement.

B. If Buyer determines that the results of its inspections, investigations and the like are unsatisfactory to Buyer for any reason whatsoever, Buyer may terminate this Agreement by giving Seller written notice thereof on or before the expiration of the Due Diligence Period (as hereinafter defined).

C. The “**Due Diligence Period**” shall be a period of forty-five (45) days commencing with the Effective Date. If Buyer terminates this Agreement at any time on or before 5:00 p.m. Eastern Time on the last day of the Due Diligence Period, the Title Company shall immediately return the Deposit to Buyer, and neither party shall have any further liability to the other under this Agreement, except as otherwise expressly provided in this Agreement. Contemporaneously with providing its termination notice, Buyer shall deliver to Seller a copy of the title commitment, survey, and other third-party reports concerning the Property prepared for or obtained by Buyer.

4. Title. Buyer may elect to notify Seller of any Title Objections (as hereinafter defined) in accordance with the provisions of this Section 4.

A. Within five (5) days after Buyer’s receipt of a title commitment for the Property (the “**Title Commitment**”) issued by the Title Company, Buyer shall notify Seller of any matters reported in the Title Commitment that would make title to the Property unmarketable or uninsurable under an ALTA owner’s title insurance policy or that would adversely affect the use of the Property for its intended purpose in the reasonable opinion of Buyer (such matters are referred to herein as the “**Title Objections**”). Seller shall have no obligation to cure any Title Objections. If Seller elects not to cure any Title Objections or attempts to but fails to cure any Title Objections and Buyer does not terminate this Agreement prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have waived and accepted all such uncured Title Objections.

B. All matters of title that are shown as exceptions in the Title Commitment and which do not constitute Title Objections, or that are Title Objections which are either (i) cured by Seller or (ii) waived and accepted by Buyer as provided above shall be referred to collectively as the “**Permitted Exceptions**”.

5. Contingencies. The obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer in writing on or prior to the Closing Date, as defined below) (collectively, the “**Conditions to Closing**”):

A. Title to the Property shall be good and marketable and subject to no liens, monetary encumbrances, leases, rights of occupancy, security interests, or encroachments other than the Permitted Exceptions.

B. Seller’s representations and warranties shall be true and correct in all material respects and Seller shall have performed all of its other obligations under this Agreement that are to be performed prior to the Closing Date.

Except as otherwise expressly provided in this Agreement, in the event any of the foregoing Conditions to Closing have not been met or waived in writing by Buyer on or before the Closing Date, Buyer shall have the right to delay Closing until such condition(s) have been satisfied. If the Conditions to Closing have not been satisfied within thirty (30) days after the originally scheduled Closing Date, then Buyer shall have the right to terminate this Agreement at

any time thereafter by written notice to Seller. Further, in the event of a termination, the Deposit shall be returned to Buyer and thereafter, this Agreement shall be deemed terminated and neither party shall have any further obligation to the other (except as otherwise expressly provided in this Agreement) and except for the breach of any covenant which causes a non-satisfaction of the condition giving rise to such termination.

6. Representations and Warranties.

A. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that as of the date of this Agreement and as of the Closing Date:

(i) Seller (i) is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) has the power to enter into this Agreement and to consummate the transaction provided for herein; and (iii) its undersigned officer has full power, authority and legal right to enter into this Agreement and to consummate the transaction provided for herein.

(ii) To Seller's knowledge, there is no existing, or any pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting the Property, including, without limitation, condemnation proceedings.

(iii) Seller has not granted any option contract, right of first refusal or other sales contract pursuant to which any other party has any right to purchase any interest in the Property or any part thereof.

(iv) There are no leases, tenancies or other rights of occupancy with respect to the Property.

(v) To Seller's knowledge, (a) the Property does not contain any Hazardous Materials (as defined in Exhibit B attached hereto), other than incidental or trace quantities not in violation of Environmental Requirements (as defined in Exhibit B), and (b) the Property has not been used for the manufacturing, storage, discharge, release or disposal of Hazardous Materials.

For purposes of this Section 6(A) and elsewhere in this Agreement, the term "knowledge" as to Seller shall mean the actual knowledge, without independent investigation, of Gary Chatell, in his capacity as President of Seller, and expressly excludes the knowledge of any other shareholder, partner, member, trustee, beneficiary, director, officer, manager, employee, agent or representative of Seller. Seller's knowledge party shall have no personal liability from being named as Seller's knowledge party hereunder.

B. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller, which representation and warranty shall survive Closing, that Buyer has good right and authority to purchase the Property under the terms hereof and this Agreement is a valid and binding obligation of Buyer, enforceable in accordance with its terms.

C. Survival of Representations and Warranties. Each and every representation and warranty made by either Seller or Buyer in this Agreement or in any instrument of transfer or other document delivered pursuant hereto shall be effective as of the date given and shall survive the Closing for a period of six (6) months.

7. Closing. This transaction is to be closed (the “**Closing**”) via escrow at the office of the Title Company on May 15, 2023 (“**Closing Date**”), or such other time or place as may be mutually agreed to by Buyer and Seller. Neither Seller nor Buyer shall be required to attend the Closing in person as long as all deliveries to the Title Company that are required hereunder have been made on or before the Closing Date.

A. Prorations. Water and sewer use charges, if any, shall be prorated as of the Closing Date.

B. Taxes. Real estate taxes shall be prorated as of the Closing Date.

C. Conveyance Documents and Deliveries at Closing. At Closing, Seller, in addition to any other documents required to be delivered under the terms of this Agreement, shall deliver the following to the Title Company:

- (i) A special warranty deed (the “**Deed**”) to the Property, duly executed and acknowledged by Seller, in proper form for recording.
- (ii) Affidavits pursuant to Internal Revenue Code requirements certifying that Seller is not a “foreign person” pursuant to Section 1445 of the Internal Revenue Code and containing all information necessary to complete Internal Revenue Service Form 1099-S.
- (iii) Seller shall execute, acknowledge and deliver an affidavit on the customary form of the Title Company to the effect that Seller has had no work done at the Property during the six (6) month period immediately preceding Closing, that no leases or other agreements creating any possessory rights in the Property exist, and any other statements necessary for the Title Company to insure any gaps in time between the Closing and recordation of the Deed.
- (iv) Proof of authority and good standing of Seller satisfactory to the Title Company and such further customary documents as may be reasonably required to vest title to the Property in the Buyer and to enable the Title Company to insure the title thereto in accordance with the terms of this Agreement.
- (v) A closing certificate confirming the accuracy and completeness as of the Closing Date of each representation and warranty made by Seller herein.

- (vi) Seller and Buyer shall execute and deliver a Closing Statement which shall set forth the Purchase Price, all credits against the Purchase Price (including the Deposit), the amounts of all prorations and other adjustments to the Purchase Price and all disbursements made at Closing on behalf of Buyer.

At the Closing, Buyer, in addition to any other documents required to be delivered under the terms of this Agreement, shall (i) execute and deliver a counterpart copy of the Closing Statement and (ii) pay the Purchase Price to Seller, subject to all prorations and adjustments set forth in this Agreement.

D. Closing Costs. Seller shall be obligated to pay the cost of preparation of the Deed, the cost of the owner's title insurance premium for base coverage for liability amounts allocable to the amount of the Purchase Price, all state and local transfer taxes payable by Seller upon recording of the Deed, and all other closing costs customarily payable by sellers in comparable commercial real estate transactions in Washtenaw County, Michigan. Buyer shall pay all recording fees for the Deed, any closing fee charged by the Title Company, the additional title insurance premiums for an extended coverage title policy and/or any endorsements Buyer requests for its owner's title insurance policy, and all other closing costs customarily payable by buyers in comparable commercial real estate transactions in Washtenaw County, Michigan.

8. Possession. Possession of the Property shall be delivered to Buyer as of the Closing Date, free and clear of all leases, tenancies or other rights of occupancy.

9. Default.

A. Seller's Default. If Seller shall be in breach of this Agreement, and such failure continues for ten (10) days after Seller receives notice from Buyer identifying such failure, but in any event not beyond the Closing Date, and provided that Buyer is not then in default under this Agreement, then Buyer shall have the option to terminate this Agreement and in the event of such a termination the Deposit shall be returned to Buyer forthwith on demand, or Buyer may seek specific performance of this Agreement, as Buyer may elect.

B. Buyer's Default. If Buyer shall be in breach of this Agreement, and such failure continues for ten (10) days after Buyer receives notice from Seller identifying such failure, but in any event not beyond the Closing Date, and provided that Seller is not then in default under this Agreement, then the Deposit shall be paid by the Title Company to Seller forthwith on demand as agreed liquidated damages and as Seller's sole remedy, and Seller shall not be entitled to any further remedies for the breach of this Agreement by Buyer. This limitation on remedies shall not limit Buyer's obligation to indemnify Seller as expressly provided in this Agreement.

10. Miscellaneous.

A. Binding Agreement. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

B. Captions. The captions and section numbers appearing in this Agreement are inserted as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement, nor in any way affect this Agreement.

C. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Michigan.

D. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, oral or written are superseded hereby.

E. Time is of the essence. Buyer and Seller hereby agree that time is of the essence with regard to the terms and conditions of this Agreement.

F. Notices. Any notice or election herein required or permitted to be given or served by any party hereto upon the other shall be in writing and delivered in person, by a nationally recognized courier service such as Federal Express, sent by United States certified mail, postage prepaid, or by email addressed as follows:

If to Seller: Liebherr Gear and Automation Technologies, Inc.  
1465 Woodland Drive  
Saline, MI 48176  
Attn: Mr. Gary Chatell, President  
Email: [gary.chatell@liebherr.com](mailto:gary.chatell@liebherr.com)

With a copy to: Liebherr USA, Co.  
4800 Chestnut Avenue  
Newport News, VA 23607  
Attn: Mr. Tim Gerhardt, Managing Director  
Email: [tim.gerhardt@liebherr.com](mailto:tim.gerhardt@liebherr.com)

And with a copy to: Gregory D. Lydon, Esq.  
Willcox & Savage P.C.  
440 Monticello Ave., Ste. 2200  
Norfolk, VA 23510  
Email: [glydon@wilsav.com](mailto:glydon@wilsav.com)

If to Buyer: Saline Area Schools  
7265 N. Ann Arbor Street  
Saline, Michigan 48176-1034  
Attn: Steve Laatsch – Superintendent of Schools  
Email: [Laatschs@salineschools.org](mailto:Laatschs@salineschools.org)

With a copy to: Gordon W. VanWieren, Esq.  
Thrun Law Firm, P.C.  
P.O. Box 2575  
East Lansing, MI 48826  
Email: [gvanwieren@thrunlaw.com](mailto:gvanwieren@thrunlaw.com)

And with a copy to: Saline Area Schools  
7265 N Ann Arbor Street  
Saline, Michigan 48176-1034  
Attn: Rex Clary – Director of Operations  
Email: [claryr@salineschools.org](mailto:claryr@salineschools.org)

And with a copy to: Saline Area Schools  
7265 N Ann Arbor Street  
Saline, Michigan 48176-1034  
Attn: Miranda Owsley – Assistant Superintendent of Finance  
Email: [owsleym@salineschools.org](mailto:owsleym@salineschools.org)

Any such notice if sent via the United States Mail as provided herein shall be deemed to have been mailed, rendered, given or served on the third (3<sup>rd</sup>) business day after mailing; any notice or communication personally delivered shall be deemed to have been given or served upon delivery thereof in the manner above provided; any notice sent via overnight carrier shall be deemed to have been given or served on the next business day; and any notice sent via email shall be deemed given or served on the same business day if sent before 5:00 p.m. Eastern Time (otherwise the notice shall be deemed delivered on the next business day thereafter). With respect to notices sent by email, confirmation of transmission generated by the sender's equipment, without receiving an error message related to such transmission, will be prima facie evidence of receipt; however, if an error message is received and the email address used is the same as the address set forth above, then the email notice shall be deemed given and received on that business day but the sender shall then also send a copy of the notice to the intended recipient by overnight mail, which separate supplemental notice shall be tendered to the overnight delivery service by no later than the next following business day. If requested by the sending party, the recipient of any notice given shall promptly confirm receipt thereof. Addresses may be changed by notice given pursuant to this provision. Any notice permitted or required by this Agreement may be given by counsel of any party, which notices shall be deemed effective for all purposes hereunder.

G. Attorney's Fees. The substantially prevailing party in any litigation relating to this Agreement shall be entitled to recover reasonable attorneys' fees and court costs from the substantially losing party.

H. No Brokers. Buyer and Seller each warrant to the other that no parties have dealt with any brokers related to this transaction. If any broker or other intermediary claims to be entitled to a fee or a commission by reason of having dealt with Seller or Buyer in connection with this transaction, or having introduced the Property to Buyer for sale, or having been the inducing cause to the sale, the party with whom such broker claims to have dealt shall indemnify, defend and save harmless the other party of and from any claim for commission or

compensation by such broker or other intermediary. The terms of this Section 10(H) shall survive Closing or the earlier termination of this Agreement.

I. Deposit; Escrow. The Deposit made by Buyer shall be held in escrow by the Title Company in a federally insured account. The Title Company shall have no liability to any party in acting or refraining from acting hereunder except for willful misfeasance. In the event of any dispute between the parties or between Title Company and Seller or Buyer, the Title Company may deposit the Deposit with a court of competent jurisdiction for the purpose of obtaining a determination of such controversy. In addition to the terms contained in this Agreement, both parties agree to enter into and execute a standard tri-party escrow agreement with the Title Company if requested by the Title Company.

J. No Assignment. Buyer's rights under this Agreement shall not be assigned without Seller's prior written consent, which consent may be given or withheld in Seller's sole discretion.

K. Risk of Loss. Risk of loss shall remain with the Seller until the completion of the Closing hereunder.

L. Further Assurances. Each party hereto agrees that it will, from time to time, as may reasonably be requested by any party hereto, execute, acknowledge, obtain, and deliver such documents and instruments as may be reasonably requested or required in order to complete and effect the transaction contemplated by this Agreement.

M. Counterparts; Electronic Delivery. This Agreement may be executed in one or more counterparts and each such counterpart shall be deemed to be an original; all counterparts so executed shall constitute one instrument and shall be binding on all of the parties to this Agreement notwithstanding that all of the parties are not signatories to the same counterpart. Facsimile and scanned electronically delivered copies of this Agreement signed by the parties (which may include .pdf/DocuSigned signatures) shall be binding and enforceable as if the same were an executed original.

N. No Waiver. Failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the provision. No waiver by either party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed a further or continuing waiver of any condition or covenant, representation or warranty of this Agreement.

O. Amendments. Any change or amendment to this Agreement shall be made only in writing executed by the party sought to be charged thereby.

P. Dates; Business Days. If any period or date under this Agreement would expire or fall on a weekend or holiday (or any other day on which banks and/or courts are otherwise closed in the jurisdiction of the Property), such period or date shall be extended until the first business day (non-weekend or non-holiday) thereafter.

11. Sale “As Is, Where Is”. Buyer acknowledges that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property “AS IS, WHERE IS, WITH ALL FAULTS”, except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Buyer at Closing. Buyer further acknowledges the following: (i) upon the expiration of the Due Diligence Period, Buyer will have been given a reasonable opportunity to inspect and investigate the Property and all aspects relating thereto, including all of the physical and operational aspects of the Property, either independently or through agents and experts of Buyer’s choosing; and (ii) except as otherwise expressly provided in this Agreement, including, but not limited to, Seller’s express representations and warranties (which representations and warranties shall not be affected by this Section 11 and shall remain in full force and effect), Buyer will acquire the Property based upon Buyer’s own investigation and inspection of the Property, and Buyer shall fully assume the risk that adverse matters, including, but not limited to, adverse physical or environmental conditions may not have been revealed by Buyer’s inspections and investigations.

[The remainder of this page has been intentionally left blank. Signature page follows.]

WITNESS the following signatures and seals:

**SELLER:**

LIEBHERR GEAR AND AUTOMATION  
TECHNOLOGIES, INC., a Virginia corporation

By: \_\_\_\_\_  
Gary Chatell, President

Date: \_\_\_\_\_, 2023

**BUYER:**

SALINE AREA SCHOOLS, a Michigan general  
powers schools district

By: \_\_\_\_\_  
Name: Steve Laatsch  
Title: Superintendent of Schools

Date: \_\_\_\_\_, 2023

**EXHIBIT A**

The Property

Land in the City of Saline, Washtenaw County, Michigan, described as follows:

LOT 3 AND PART OF LOT 2:

Lot 3 and part of Lot 2 of Edward F. Redies Industrial Park, according to the plat thereof as recorded in Liber 23 of Plats, Pages 78 through 84, Washtenaw County Records, described as: Beginning at the Southwest corner of said Lot 3; thence S 72 degrees 58' 07" W 138.05 feet along the Southerly line of said Lot 2; thence N 00 degrees 30' 57" E 638.47 feet; thence S 88 degrees 59' 43" E 595.13 feet along the North line of said Industrial Park and the East and West 1/4 line of said Section 30; thence S 00 degrees 39' 37" 327.97 feet; thence 190.94 feet along the arc of a 100.00 foot radius curve at the left and the Southeastern line of said Lot 3 subtended by a chord bearing S 29 degrees 37' 22" W 163.23 feet; thence S 72 degrees 58' 07" W 401.96 feet along the Southerly line of said Lot 3 to the Point of Beginning.

Commonly known as: Tefft Court

## **EXHIBIT B**

### **Environmental Definitions**

**Hazardous Materials.** “***Hazardous Materials***” shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.) (“***CERCLA***”) or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) (“***RCRA***”) or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property.

**Environmental Requirements.** “***Environmental Requirements***” shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment.



**THRUN**  
LAW FIRM, P.C.

## Client E-Blast

LISA L. SWEM  
JEFFREY J. SOLES  
ROY H. HENLEY  
MICHAEL D. GRESENS  
CHRISTOPHER J. IAMARINO  
RAYMOND M. DAVIS

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CATHLEEN M. DOOLEY  
GORDON W. VANWIEREN, JR. (OF COUNSEL)  
MARGARET M. HACKETT (OF COUNSEL)

March 1, 2023

### Re: Juul Resolution and Settlement Packets

Dear Retainer Client:

As announced in our January 13, 2023 and February 16, 2023 E-Blasts, on February 23, 2023 and February 28, 2023 we hosted a free webinar for Michigan superintendents, Board members, and other school officials to discuss and answer questions about the pending Juul settlement. Attached is a Board resolution and a settlement packet for your Board's consideration, as discussed during the webinar.

*Each Board must decide by April 7, 2023 whether to accept the proposed Juul settlement.* We recommend making a decision before that date to ensure that the court timely receives the appropriate documents. Frantz Law Group, the California law firm representing schools in the Juul litigation, recommends that each school accept the proposed Juul settlement.

If your Board takes no action by April 7, 2023 or if your Board rejects the settlement, your school's litigation against Juul will continue. Frantz informed us that the Juul questionnaire completed by your school will no longer suffice for litigation against Juul after April 7, 2023. Instead, your school will be subject to typical litigation discovery, which may include document production and testimony by school staff in a California court. Those tasks are usually time-consuming and expensive.

The attached settlement packet was prepared by a court administrator and consists of the following documents:

- Settlement Offer Letter from Frantz, explaining the settlement.
- Juul School District Allocation Approach, explaining how the settlement amount was determined for each school.
- Description of Confidential Settlement Agreement, explaining the settlement agreement.
- Governmental Entity Release of All Claims, which releases claims against Juul and Juul-related parties (as defined in the release), and which must be signed to obtain settlement proceeds.

Last week, a redacted spreadsheet containing your school's gross settlement amount was emailed to your superintendent. Your school's superintendent should attach the redacted spreadsheet to the attached Board resolution for Board review.



Juul Resolution and Settlement Packets

March 1, 2023

Page 2 of 2

The court administrator did not make a paper settlement packet available to schools. Instead, Frantz informed us that the settlement packet will be available for viewing and signing in an online portal. Each Juul school superintendent should be receiving an email from the settlement administrator with portal instructions in the near future.

The settlement is confidential. Accordingly, school officials should provide the attached settlement packet to Board members before the Board meeting at which the settlement will be considered. The Board should then decide whether to adopt the attached resolution in open session during the Board meeting. Because the settlement prohibits schools from making disparaging statements about Juul or Juul-related parties, Board members and school staff should avoid making negative comments about those parties.

If your Board adopts the attached resolution, please email a copy of the signed resolution to attorney Piotr Matusiak ([pmatusiak@thrunlaw.com](mailto:pmatusiak@thrunlaw.com)). Then, your Superintendent should log into the above-mentioned online portal to electronically sign settlement documents.

We will keep you updated with further developments. Please contact Thrun attorneys Gordon VanWieren, Jr. ([gvanwieren@thrunlaw.com](mailto:gvanwieren@thrunlaw.com), 517-374-8843) or Piotr Matusiak ([pmatusiak@thrunlaw.com](mailto:pmatusiak@thrunlaw.com), 517-374-8824) with questions.

**Thrun Law Firm, P.C.**

*This client communication is intended to provide helpful information on school law topics and is not intended as legal advice or opinion for specific facts, matters, situations, or issues. Legal counsel should be consulted about the application of this information to a specific circumstance or situation.*

**[SCHOOL DISTRICT OR ISD NAME]  
BOARD OF EDUCATION RESOLUTION**

A [Choose special or regular.] meeting of the [School District or ISD name] ("District") Board of Education (the "Board") was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 at the following time: \_\_\_\_\_ (the "Meeting").

The meeting was called to order by \_\_\_\_\_, President

Present:

Absent:

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

**WHEREAS:**

1. The District is a plaintiff in a lawsuit against Juul Labs, Inc. ("Juul") and other vaping product defendants, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California ("Lawsuit").

2. Certain Lawsuit defendants established a court-supervised settlement program to resolve the Lawsuit against them ("Settlement Program"), specifically Juul and Juul-related parties, as identified in the Settlement Program.

3. Pursuant to the Settlement Program, the District may accept the gross settlement amount reflected in Attachment 1 ("Settlement Amount"), including in exchange for the District releasing its claims against Juul and Juul-related parties (the "Juul Defendants").

4. If the District fails to accept the Settlement Amount and to sign settlement documents, its claims against the Juul Defendants will continue, which may result in the District expending significant time and costs pursuing its claims, and which may result in no recovery from the Juul Defendants.

5. The District's claims against the non-Juul Defendants in the Lawsuit will continue notwithstanding a settlement with the Juul Defendants.

6. The Board believes that it is in the District's best interests to accept the Settlement Amount and to authorize and direct the District Superintendent or designee to sign settlement documents pertaining to the Juul Defendants on behalf of the District and to take such other action as necessary to obtain the Settlement Amount and to settle the Lawsuit against the Juul Defendants, subject to review and approval by the District's legal counsel.

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

1. The Board accepts the Settlement Amount.

2. The Board authorizes and directs the District Superintendent or designee to sign Lawsuit settlement documents pertaining to the Juul Defendants on behalf of the District and to take such other action as necessary to obtain the Settlement Amount and to settle the Lawsuit against the Juul Defendants, subject to review and approval by the District's legal counsel.

3. The Board waives any applicable Board Policies and Bylaws for purposes of this settlement.

4. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

\_\_\_\_\_  
Board Secretary

The undersigned duly qualified and acting District Board Secretary hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

\_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_



Book	Policy Manual
Section	Vol 35 No 2 - Ready for Board
Title	Copy of WELLNESS
Code	po8510
Status	
Adopted	May 22, 2018

### 8510 - **WELLNESS**

As required by law, the Board of Education establishes the following wellness policy for the Saline School District.

The Board recognizes that good nutrition and regular physical activity affect the health and well-being of the District's students. Furthermore, research concludes that there is a positive correlation between a student's health and well-being and his/her ability to learn. Moreover, schools can play an important role in the developmental process by which students establish their health and nutrition habits by providing nutritious meals and snacks through the schools' meal programs, by supporting the development of good eating habits, and by promoting increased physical activity both in and out of school.

The Board, however, believes this effort to support the students' development of healthy behaviors and habits with regard to eating and exercise cannot be accomplished by the schools alone. It will be necessary for not only the staff, but also parents and the public at large to be involved in a community-wide effort to promote, support, and model such healthy behaviors and habits.

The Board sets the following goals in an effort to enable students to establish good health and nutrition habits:

A. With regard to nutrition education, the District shall:

1. Nutrition education shall be included in the Health curriculum so that instruction is sequential and standards-based and provides students with the knowledge, attitudes, and skills necessary to lead healthy lives.
2. Nutrition education shall be included in the sequential, comprehensive Health curriculum in accordance with the curriculum standards and benchmarks established by the State.
3. Nutrition education standards and benchmarks shall be age- appropriate and culturally relevant.
4. The standards and benchmarks for nutrition education shall be behavior focused.
5. Nutrition education shall extend beyond the classroom by engaging and involving the school's food service staff.
6. Nutrition education posters, such as the Food Pyramid Guide, will be displayed in the cafeteria.
7. The school cafeteria shall serve as a learning lab by allowing students to apply the knowledge, attitudes, and skills taught in the classroom when making choices at mealtime.
8. Nutrition education shall reinforce lifelong balance by emphasizing the link between caloric intake (eating) and exercise in ways that are age-appropriate.
9. Nutrition education benchmarks and standards include a focus on media literacy as it relates to food marketing strategies.

B. With regard to physical activity, the District shall:

1. Physical Education

- a. A sequential, comprehensive physical education program shall be provided for students in K-12 in accordance with the standards and benchmarks established by the State. In addition, students with disabilities, special health care needs and in alternative educational settings (to the extent consistent with the students' IEPs), shall receive instruction in physical education for the entire school year.
- b. The physical education curriculum shall provide sequential instruction related to the knowledge, attitudes, and skills necessary to participate in lifelong, health-enhancing physical activity.
- c. Physical education classes shall provide students with opportunities to learn, practice, and be assessed on developmentally appropriate knowledge, attitudes and skills necessary to engage in lifelong, health-enhancing physical activity.
- d. Properly certificated, highly qualified teachers shall provide all instruction in physical education.
- e. Planned instruction in physical education shall take into account gender and cultural differences.
- f. Planned instruction in physical education shall promote participation in physical activity outside the regular school day.

## 2. Physical Activity

- a. Physical activity should not be employed as a form of discipline or punishment.
- b. Physical activity and movement shall be integrated, when possible, across the curricula and throughout the school day.

## C. With regard to other school-based activities: ~~the District shall: Free drinking water shall be available to students during designated meal times and may be available throughout the school day.~~

1. The schools shall schedule mealtimes so there is minimum disruption by bus schedules, recess, and other special programs or events.
2. The school shall provide attractive, clean environments in which the students eat.
3. Activities, such as tutoring or club meetings, shall not be scheduled during mealtimes, unless students may eat during those meetings-
4. Free drinking water shall be available to students during designated meal times and may be available throughout the school day.

## D. With regard to nutrition promotion, any foods and beverages marketed or promoted to students on the school campus, during the school day, will meet or exceed the USDA Smart Snacks in School nutrition standards.

Additionally, the District shall:

1. encourage students to increase their consumption of healthful foods during the school day;
2. create an environment that reinforces the development of healthy eating habits, including offering the following healthy foods that comply with the USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards:
  - a. a variety of fresh produce to include those prepared without added fats, sugars, refined sugars, and sodium
  - b. a variety of vegetables daily to include specific subgroups as defined by dark green, red/orange, legumes, and starchy
  - c. meals designed to meet specific calorie ranges for age/grade groups
3. eliminate trans-fat from school meals

- E. Rewarding children in the classroom should not involve candy and other foods that can undermine children's diets and health and reinforce unhealthy eating habits. A wide variety of alternative rewards can be used to provide positive reinforcement for children's behavior and academic performance.

Furthermore, with the objectives of enhancing student health and well being, and reducing childhood obesity, the following guidelines are established:

- A. In accordance with Policy 8500, entitled Food Service, the food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.
- B. As set forth in Policy 8531, entitled Free and Reduced Price Meals, the guidelines for reimbursable school meals are not less restrictive than the guidelines issued by the U.S. Department of Agriculture (USDA).

The sale of foods of minimal nutritional value in the food service area during the lunch period is prohibited.

- C. The sale of foods and beverages to students that do not meet the USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards to be consumed on the school campus during the school day is prohibited.
- D. All food items and beverages available for sale to students for consumption on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) between midnight and thirty (30) minutes after the close of the regular school day shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, including, but not limited to, competitive foods that are available to students a la carte or as entrees in the dining area (except entree items that were offered on the National School Lunch Program (NSLP) or School Breakfast Program (SBP) menu on the day of and the day after they are offered on the NSLP or SBP menu), as well as food items and beverages from vending machines, from school stores, or as fund-raisers, including those operated by student clubs and organizations, parent groups, or boosters clubs.
- E. All foods offered on the school campus during the school day shall comply with the current USDA Dietary Guidelines for Americans, including competitive foods that are available to students a la carte in the dining area, as classroom snacks, or from vending machines.
- F. All food and beverages that are provided, other than through sale, on the school campus during the school day (which may include classroom snacks, for classroom parties, and at holiday celebrations) shall comply with the current USDA Dietary Guidelines for Americans.
- G. The food service program will strive to be financially self-supporting; however, if it is necessary to subsidize the operation, it will not be through the sale of foods with minimal nutritious value.
- H. The food service program will provide all students affordable access to the varied and nutritious foods they need to be healthy and to learn well regardless of unpaid meal balances and without stigma..
- I. The school food service program may involve students, parents, staff, and school officials in the selection of competitive food items to be sold in the schools.
- J. Nutrition information for competitive foods available during the school day shall be readily available near the point of purchase.
- K. The food service program shall be administered by a qualified nutrition professional.
- L. The food service program shall be administered by a director who is properly qualified, certificated, licensed, or credentialed, according to current professional standards.
- M. All food service personnel shall receive pre-service training in food service operations.

- N. Continuing professional development shall be provided for all staff of the food service program.

The Board designates the Superintendent as the individual(s) charged with operational responsibility for verifying that the District meets the goals established in this policy.

- F. Additionally, the Wellness Committee aims to support and improve staff and students' physical and mental health. To accomplish this, the committee will:
- offer educational experiences with tools and strategies to foster positive mental health such as student advisory support time, parent education (i.e cyber safety night, anxiety management), classroom presentations, hosting panel nights with mental health experts.
  - increase awareness of school-based mental health professionals and resources for those in need
  - share information about community based mental health professionals

- assess the connectedness of students to the school environment
- celebrate and promotion programs that improve student social-emotional health such as wellbeing programs, peer to peer, affinity groups, counseling partnerships/grants, etc.

The Superintendent shall appoint a District wellness committee that includes parents, students, representatives of the school food authority, educational staff (including health and physical education teachers), mental health and social services staff, school health professionals, members of the public and school administrators to oversee development, implementation, evaluation and periodic update of the wellness policy. The Wellness Committee shall be an ad hoc committee with members recruited and chosen annually. **School-level health advisory teams may assist in the planning and implementation of these Wellness initiatives.**

The Wellness Committee shall be responsible for:

- A. assessment of the current school environment;
- B. review of the District's wellness policy;
- C. presentation of the wellness policy to the school board for approval;
- D. measurement of the implementation of the policy;
- E. recommendation for the revision of the policy, as necessary.

Before the end of each school year the Wellness Committee shall recommend to the Superintendent any revisions to the policy it deems necessary and/or appropriate. In its review, the Wellness Committee shall consider evidence-based strategies in determining its recommendations.

The Superintendent shall report annually to the Board on the progress of the Wellness Committee and on its evaluation of policy implementation and areas for improvement, including status of compliance by individual schools and progress made in attaining goals of policy.

The Superintendent is also responsible for informing the public, including parents, students and community members, on the content and implementation of this policy. In order to inform the public, the Superintendent shall include information in the student handbook and post the policy on the District's website, including the Wellness Committee's assessment of the implementation of the policy.

The District shall assess the Wellness Policy at least once every three (3) years on the extent to which schools in the District are in compliance with the District policy, the extent to which the District policy compares to model wellness policies, and the progress made in attaining the goals of the District Wellness Policy. The assessment shall be made available to the public on the School District's web site.

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Legal                      42 U.S.C. 1751, Sec. 204  
                                  42 U.S.C. 1771  
                                  7 C.F.R. Parts 210 and 220



Book	Policy Manual
Section	8000 Operations
Title	Copy of ANIMALS ON DISTRICT PROPERTY
Code	po8390
Status	
Adopted	May 22, 2018

## 8390 - ANIMALS ON DISTRICT PROPERTY

### Introduction

The Board of Education recognizes that there are many occasions when animals are present on District property and many reasons for those animals' presence. Animals are commonly utilized by teachers during classroom presentations and are often housed in classrooms and other locations on campus. Additionally, employees, students, parents, vendors, and other members of the public may be accompanied at school by a service or therapy animal in accordance with Federal and State law and this policy.

This policy applies to all animals on District property, including service animals.

### Definitions

A. **"Animal"**: includes every vertebrate other than a human.

B. **"Service animal"**: pursuant to 28 C.F.R. Section 35.104, "means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition."

The Americans with Disabilities Act (ADA) also defines a miniature horse as an animal that can serve as a service animal, so long as the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. To better determine whether the Board must allow for the use of a miniature horse or make modifications to buildings, the Board should refer to Section 35.136 (c) through (i) of the ADA.

### Vaccination, Licensing and/or Veterinary Requirements

Animals housed on or brought on to District property for any school purpose, such as to conduct random searches for illegal substances or to support classroom activities, or brought on to District property on a regular basis for any purpose, including service animals, must meet every veterinary requirement set forth in State law and County regulation/ordinance, including but not limited to rabies vaccination or other inoculations required to be properly licensed.

### Non-Service Animals in Schools and Elsewhere on District Property

Animals permitted in schools and elsewhere on District property shall be limited to those necessary to support specific curriculum- related projects and activities, those that provide assistance to a student or staff member due to a disability (e.g., seizure disorder), those that provide a reasonable accommodation to a student in accordance with a Section 504 Plan, or those that serve as service animals as required by Federal and State law.

Taking into consideration that some animals can cause or exacerbate allergic reactions, spread bacterial infections, or cause damage and create a hazard if they escape from confinement, the Principal may permit non-service animals to be present in classrooms to support curriculum-related projects and activities only under the following conditions:

A. the staff member seeking approval to have a non-service animal in his/her classroom shall:

1. provide a current satisfactory health certificate or report of examination from a veterinarian for the animal;
2. take precautions deemed necessary to protect the health and safety of students and other staff;
3. ensure that the animal is treated humanely, keeping it in a healthy condition and in appropriate housing (e.g., a cage or tank) that is properly cleaned and maintained; and,
4. keep the surrounding areas in a clean and sanitary condition at all times;
- 5.

~~It shall be the responsibility of the building's Principal or their designee to develop a plan of care for those animals housed in District buildings in the event of a school closing (i.e., snow day, breaks).~~

B. other staff members and parents of students in areas potentially affected by animals have been notified in writing and adjustments have been made to accommodate verified health-related or other concerns.

C. It shall be the responsibility of the building's Principal or their designee to develop a plan of care for those animals housed in District buildings in the event of a school closing (i.e., snow day, breaks).

Except where required by law, the presence of a non-service animal shall be disallowed if documented health concerns of a student or staff member cannot be accommodated.

#### Service Animals for Students

A service animal is permitted to accompany a student with a disability to whom the animal is assigned anywhere on the school campus where students are permitted to be.

A service animal is the personal property of the student and/or parents. The Board does not assume responsibility for training, daily care, or healthcare or supervision of service animals. The Board does not assume responsibility for personal injury or property damage arising out of or relating to the presence or use of service animals on District property or at District-sponsored events.

A service animal that meets the definitions set forth in the ADA and this policy shall be under the control of the student with a disability, or a separate handler if the student is unable to control the animal. A service animal shall have a harness, leash, or other tether, unless either the student with a disability is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the student's control (e.g., voice control, signals, or other effective means), or under the control of a handler other than the student.

If the student with a disability is unable to control the service animal and another person serves as the animal's handler, that individual shall be treated as a volunteer and, as such, will be subject to Policy 4120.09.

#### Removing and/or Excluding a Student's Service Animal

If a service animal demonstrates that it is not under the control of the student or its handler, the Principal is responsible for documenting such behavior and for determining if and when the service animal is to be removed and/or excluded from school property.

Similarly, in instances when the service animal has demonstrated that it is not housebroken, the Principal shall document such behavior and determine whether the service animal is to be removed and/or excluded from school property.

The Principal shall notify the Superintendent when a service animal is removed and/or excluded, and, immediately subsequent to such notification, document the reasons for the removal and/or exclusion.

The Principal's decision to remove and/or exclude a service animal from school property may be appealed in accordance with the complaint procedure set forth in Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

The procedures set forth in Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity do not interfere with the rights of a student and his/her parents or an eligible student to pursue a complaint with the United States Department of Education's Office for Civil Rights or the Department of Justice.

#### Eligibility of a Student's Service Animal for Transportation

A student with a disability shall be permitted to access School District transportation with his/her service animal. There may also be a need for the service animal's handler, if the handler is someone other than the student, to also access School District transportation.

~~If an animal's handler is not a student or employee, the handler must undergo a criminal history check and any other background check required for employees or volunteers by state law or policy before being allowed to regularly access District facilities as the handler.~~

When a service animal is going to ride on a school bus or other Board-owned or leased vehicle, the student and his/her parents, or eligible student, and the handler, if s/he is someone other than the student, shall meet with the principal and Transportation Supervisor to discuss critical commands needed for daily interaction and emergency/evacuation, and to determine whether the service animal should be secured on bus/vehicle with a tether or harness.

At the discretion of the Principal and Transportation Supervisor an orientation will take place for students and staff who will be riding the bus/vehicle with the service animal regarding the animal's functions and how students should interact with the animal.

The service animal shall board the bus by the steps with the student, not a lift, unless the student uses the lift to enter and exit the bus. The service animal must participate in bus evacuation drills with the student.

While the bus/vehicle is in motion, the service animal shall remain positioned on the floor, at the student's feet.

Situations that would cause cessation of transportation privileges for the service animal include:

A. the student, or handler, is unable to control the service animal's behavior, which poses a threat to the health or safety of others;  
or

B. the service animal urinates or defecates on the bus.

The student and his/her parents shall be informed of behaviors that could result in cessation of transportation privileges for the service animal, in writing, prior to the first day of transportation.

If it is necessary to suspend transportation privileges for the service animal for any of the above reasons, the decision may be appealed to the Transportation Supervisor and Principal.

Although transportation may be suspended for the service animal, it remains the District's responsibility to transport the student. Furthermore, unless the behavior that resulted in the service animal's removal from the bus is also documented during the school day, the service animal may still accompany the student in school.

#### Service Animals for Employees

In accordance with Policy 1623, Policy 3123, and Policy 4123 - Section 504/ADA Prohibition Against Disability Discrimination in Employment, the Board provides qualified individuals with disabilities with reasonable accommodation(s). An employee with a disability may request authorization to use a service animal while on duty as such an accommodation. The request will be handled in accordance with the ADA mandated interactive process.

#### Service Animals for Parents, Vendors, Visitors, and Others

Individuals with disabilities who are accompanied by their service animals are permitted access to all areas of the District's facilities where members of the public, as participants in services, programs or activities, as vendors, or as invitees, are permitted to go. Individuals who will access any area of the District's facilities with their service animals should notify the Principal that their service animal will accompany them during their visit.

An individual with a disability who attends a school event will be permitted to be accompanied by his/her service animal in accordance with Policy 9160 - Public Attendance at School Events.

~~If an animal's handler is not a student or employee, the handler must undergo a criminal history check and any other background check required for employees or volunteers by state law or policy before being allowed to regularly access District facilities as the handler.~~

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Legal

Section 504 of the Rehabilitation Act of 1973, as amended (Section 504)  
The Americans with Disabilities Act, as amended (ADA)  
28 C.F.R. 35.104  
The Individuals with Disabilities Education Improvement Act (IDEIA)

## 8390.1 Therapy Dogs (New)

### 1. Definition of Therapy Dog

A “therapy dog,” differs from an “emotional support animal,” “comfort animal,” or “companion animal.” Therapy dogs are not “service animals” under the Americans with Disabilities Act (ADA) or Board Policy. Therapy dogs are those that have been:

- a. individually trained and certified by an approved therapy dog training organization;
- b. engaged in animal assisted activities and interactions under the direct supervision of a handler; and
- c. managed by a handler who has been individually trained, evaluated, and registered with their therapy dog to provide animal assisted activities and animal-assisted interactions on District property.

A therapy dog must be well-behaved and have a temperament that is suitable for interaction with students and other persons in a public school. A therapy dog is the personal property of its owner, not the District.

### 2. Standards and Procedures for Therapy Dogs

The following requirements must be satisfied before a therapy dog is allowed on District property:

- a. Request. An **adult** owner who wants to bring a therapy dog on District property must submit a written request to the Superintendent or designee. The request must be renewed each school year or whenever a different therapy dog will be used. **This policy does not pertain to students bringing in therapy dogs.**
- b. Training and Certification. The owner must submit any training or certification information requested by the Superintendent or designee. Any certification required by the District must remain current at all times.
- c. Health and Vaccination. The therapy dog must be clean, well-groomed, in good health, house broken, and immunized against diseases common to such animals. The owner must submit proof of current required licensure from the county or other licensing authority and proof of the therapy dog’s current vaccinations and immunizations from a licensed veterinarian, if applicable.
- d. Control. A therapy dog must be under the owner’s or handler’s control at all times.
- e. Handler. If the therapy dog’s handler is a District employee, the therapy dog will not interfere with the employee’s primary job responsibilities.
- f. Ownership. Therapy dogs may be provided by a third party, or independently owned by a District employee. If owned by a District employee, the therapy dog must meet the standards of health described above at the owner’s expense. Required training for accreditation must be at the owner’s expense. The District bears no financial responsibility for the care or feeding of the therapy dog.
- g. Transportation. Animals, other than service animals, are not to be transported on school buses. It is the responsibility of the therapy dog’s handler to transport the dog to and from school property.
- h. Identification. The therapy dog must wear appropriate identification identifying it as a therapy dog.
- i. No Disruption. The therapy dog’s behavior must not disrupt the educational process.
- j. Health/Safety. The therapy dog must not pose a health or safety risk to any student, employee, or other person.

- k. Supervision/Care of Therapy Dogs. The owner or handler is responsible for the supervision and care of a therapy dog, including feeding, exercising, and clean up while the dog is in a District building or on District property. The District is not responsible for providing any supervision, care, or assistance for a therapy dog.
- l. Authorized Area(s). The owner or handler will only allow the therapy dog to be in those areas that have been pre-authorized by the Superintendent or designee.
- m. Insurance. The owner or handler must submit a copy of an insurance policy that provides liability coverage for any damage or injury caused by the therapy dog while on District property.
- n. Waste. The handler must promptly and properly dispose of all waste.
- o. Furniture. The therapy animal must not be allowed on district furniture.
- p. Burden. The therapy animal (unless mandated by a student's IEP) may not create an additional burden on custodial staff or other district employees.

### 3. Exclusion or Removal from School

A therapy dog may be excluded from District property if the Superintendent or designee determines that:

- a. the handler does not have control of the dog;
- b. the dog is not housebroken;
- c. the dog presents a direct and immediate threat to others; or
- d. the dog's presence otherwise disrupts the educational process.

The owner or handler must remove the therapy dog from District property immediately upon such a determination.

### 4. Allergic Reactions

If any student or employee assigned to a classroom in which a therapy dog is permitted suffers an allergic reaction to the therapy dog, the owner or handler must remove the dog to a different location designated by the Superintendent or designee.

### 5. Damages to District Property and Injuries

The owner of a therapy dog is solely responsible and liable for any damage to property or injury to persons caused by the therapy animal.

### C. Emotional Support Animals

An "emotional support animal" is an animal that has not been individually trained to perform a specific job or task for a person with a disability, but its presence provides comfort or emotional support to others. Emotional support animals are not "service animals" under the ADA or Board Policy.

An emotional support animal is not allowed on District property except as otherwise required by law.

Legal authority: 28 CFR 35.136



Book	Policy Manual
Section	3000 Professional Staff Templates
Title	THREATENING BEHAVIOR TOWARD STAFF MEMBERS
Code	po3362.01
Status	

### 3362.01 - **THREATENING BEHAVIOR TOWARD STAFF MEMBERS**

The Board of Education believes that a staff member should be able to work in an environment free of threatening speech or actions.

Threatening behavior consisting of any words or deeds that intimidate a staff member or reasonably cause concern for his/her physical and/or psychological well-being is strictly forbidden. Examples of such behavior include: threats to cause bodily harm; stalking; bullying; threats to damage real or personal property at the workplace ~~at the workplace~~; unusual behavior that a reasonable person would consider threatening. Any student, parent, visitor, staff member, or agent of this Board who is found to have threatened a member of the staff will be subject to discipline or reported to the authorities. ~~Reference Policy 3362 Anti Harassment for additional guidance.~~

The Superintendent shall implement guidelines whereby students and employees understand this policy and appropriate procedures are established for prompt and effective action on any reported incidents.

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Book	Policy Manual
Section	4000 Support Staff Templates
Title	THREATENING BEHAVIOR TOWARD STAFF MEMBERS
Code	po4362.01
Status	

**4362.01 - THREATENING BEHAVIOR TOWARD STAFF MEMBERS**

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The Superintendent shall implement guidelines whereby students and employees understand this policy and appropriate procedures are established for prompt and effective action on any reported incidents.

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# Board of Education Meeting

Liberty School Board Room  
February 28, 2023 at 6:30 PM



## MINUTES

### Mission

*We, the Saline Area Schools, will equip all students with the knowledge, technological proficiency, and personal skills necessary to succeed in an increasingly complex society. We expect that our students, staff, and the Saline Community will share in these responsibilities.*

### OPENING

#### 1. CALL TO ORDER

The Board of Education Meeting of February 28, 2023 was called to order at 6:30 pm by Vice President Jennifer Steben.

**Board of Education Present:** Tim Austin, Susan Estep, Brad Gerbe, Lauren Gold, Jennifer Miller, Jennifer Steben

**Absent:** Michael McVey

**Central Administration Present:** Superintendent Laatsch, Assistant Superintendent's Ellis & Owsley, Directors Britnell, Davis and Clary

#### 2. PLEDGE OF ALLEGIANCE

#### 3. PUBLIC COMMENT

**STUDENTS - None**

**OTHER PUBLIC STAKEHOLDERS - None**

#### 4. RESPONSE TO PREVIOUS PUBLIC COMMENT

**AGENDA**

5. **REVISIONS/APPROVAL OF AGENDA**

**MOTION** made by Treasurer Gerbe, support by Trustee Estep **to approve the agenda as printed.**

Ayes - All Present - **MOTION CARRIED 6-0**

6. **STUDENT SHOWCASE**

**SMS Yearbook Class** (*Advisor, David Reeves*)

*Presenters: Faith Houston, Avery Carroll, Avery Michowski, Sarah Yousif, Neil Sachdeva, Suhani Dalela, Ava Mitton, Sarah Marcinkiewicz, Katherine Mullins, Vedulasre Sankari, Lily Warren*

Very engaging presentation to highlight the creative work done by the MS Yearbook Class. This also included HS students who have continued to participate in the HS Yearbook class after their positive and rewarding middle school experience.

7. **SCHEDULED REPORT**

**A. District Enrollment and School of Choice**

*Presenters: Dr. Stephen Laatsch, Superintendent*

Presentation to review current enrollment data. As our largest classes are graduating, we see a trend in lower numbers. We have lost about 400 students in the last several years. This trend is being seen throughout the state. Census data shows a 10 year decline in the school age population for the state of Michigan and in Washtenaw County and this loss is less than expected based on population change. Factors affecting enrollment include birth rate and more choices. As we look at next steps, we see enrollment stabilizing and will be adjusting our staffing model and being mindful of the financial cliff. We plan on using a 3rd party to do an enrollment study to find out why families leave, what do families want, and to help us develop a marketing plan. The school of choice recommendation is to accept a minimum of 1 at each grade level except for Kindergarten where the minimum would be 20 so a total of 36 minimum openings for 23/24 school year. We will ask the Board to approve this proposal later this evening.

**B. SEAB Survey Results**

*Presenters: Kristen Hoffman-Peavler, Michelle Szczechowicz*

The SEAB has finished the community survey and is presenting the results this evening. More detailed information will be available on the website soon. The data that was gathered was from the following topics: student perception of efficacy of current HS curriculum, preferred grade level of teaching/learning different sexual education topics from parents and staff, perceived importance of sex ed topics required by MI law, perception of the current curricula's adherence to the district's commitment to diversity, equity, and inclusion (DEI) and other

topics missing from the current curricula. The process in gathering the information was through K12 Insight and included guardians of current SAS students, SAS staff, HS students. Student summary of concerns included consent, dating safety, info on safe sex, ineffective curriculum and more inclusive / LGBTQ info. The parent concerns included sex ed timeline, consent, healthy relationships, and safety, less shame, resistance to instruction, student resources, LGBTQ+ population and safe technology usage.

**MOTION** made by Secretary Miller, support by Treasurer Gerbe **to take a short recess at 8:32 pm returning at 8:42 pm.**

Ayes - All Present - **MOTION CARRIED 6-0**

**8. ACTION ITEMS**

- A. MOTION** made by Trustee Estep, support by Trustee Austin **to approve the minutes from the February 14, 2023, Closed Session for the purposes of: (1) Collective Bargaining under 8(c) and (2) for the purpose to consider purchase or lease of real property under 8(d) of the Open Meetings Act.**

Ayes - All Present - **MOTION CARRIED 6-0**

- B. MOTION** made by Treasurer Gerbe, support by Trustee Austin **to adopt the Proposed 2022-23 General Fund Budget Amendment as submitted by Assistant Superintendent Owsley.**

Ayes - All Present - **MOTION CARRIED 6-0**

- C. MOTION** made by Secretary Miller, support by Treasurer Gerbe **to adopt the resolution authorizing the issuance of not to exceed sixty million dollars (\$60,000,000.00) 2023 School Building and Site Bonds, Series I as submitted by Assistant Superintendent Owsley.**

Ayes - All Present - **MOTION CARRIED 6-0**

- D. MOTION** made by Secretary Miller, support by Trustee Estep **to approve School of Choice for the 2023/24 school year as recommended by Superintendent Laatsch.**

**Ayes - 5, Nay - 1 - MOTION CARRIED 5-1**

Austin - Nay  
Estep - Aye  
Gerbe - Aye  
Gold - Aye  
Miller - Aye  
Steben - Aye

9. **DISCUSSION ITEMS**

**Board Policy Committee Update**

*Presenter, Jenny Miller, Chair*

Secretary Miller gave a brief overview of the Policy Committee meeting that met previous to the Board meeting at 5 pm. Among the discussion items included policy revisions that will be discussed at the next full Board Meeting on March 21. This will include 8510 Wellness, updates to 8390 Animals on District Policy and 8390.01 Therapy Dogs which is a new policy. Also new policies 3362.01 and 4362.01 which are new policies on Threatening behaviors were also discussed. These are still in discussion among the committee. A Neola update to Policy 9150 was reviewed by the policy committee several months ago which aligns with the new Sex Offender Registry laws. The policy committee approved the new language. It was brought to the committee again in error and the new committee and the public has brought some concerns forward. So this will remain in discussion with the policy committee. The Controversial Issues policy 2240 will be the primary focus of an upcoming policy meeting that will include a community discussion forum led primarily by the Teaching and Learning Team. Information will be coming out shortly about this meeting and will be posted for the public to learn about it.

10. **ADMINISTRATION / BOARD UPDATES**

**Superintendent Laatsch:** The 23/24 calendar has been approved by the SEA and is on the Consent Agenda for the Board to receive. It follows policy 8210 regarding all the instructional days required. The WISD is applying for the Labor Day waiver for the county. Congratulations to the “Snow Day Steve” contest winners, MS students Zach Rouman and Kyndel Freeman who have won a pizza party. Also congratulations to Shane Pitcher Scholar, a recent MHSAA Scholar Athlete Award recipient.

**Student Representative Allison Doran:** Reminders regarding upcoming performance of “Footloose” and there will be a Blood Drive in April hosted by the National Honor Society.

**Trustee Austin:** Thank you to the community member who spearheaded a Go Fund Me campaign to put together care packages to send to SHS Alum who are attending MSU in the wake of the recent campus shooting.

**Secretary Miller:** Congratulations to all the Winter sports athletes on a successful season and good luck to the Spring sports athletes.

11. **CONSENT AGENDA**

**MOTION** made by Trustee Austin, support by Secretary Miller to **authorize the Consent Agenda as printed:**

Ayes - All Present - **MOTION CARRIED 6-0**

- A. **Approval** of the Board of Education Meeting Minutes of February 14, 2023
- B. **Approval** of the Board Finance Committee Meeting Minutes of February 14, 2023
- C. **Approval of Payment** of the General Fund Accounts Payable of February 28, 2023, in the amount of \$2,264,261.66
- D. **Approval of Payment** of Bond Fund Series III Accounts Payable of February 28, 2023, in the amount of \$173,158.85
- E. **Receive and File** 23/24 SAS District Calendar
- F. **Receive and File** Human Resources Report

<b>CLOSING</b>
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12. **ITEMS SCHEDULED ON NEXT AGENDA**

Operations Update (Transportation/Building & Grounds/Bond)

13. **PUBLIC COMMENT**

STUDENTS - None

OTHER PUBLIC STAKEHOLDERS

Changming Fan, Community Member

14. **NEXT MEETING**

The next Board of Education Meeting will be held on March 21, 2023, at 6:30 PM.

15. **CLOSED SESSION**

**MOTION** made by Trustee Austin, support by Trustee Gold **to enter Closed Session of the Board of Education at 9:31 PM, with the intent to re-enter Open Session at 9:50 PM, for the purposes of (1) consider purchase or lease of real property under 8(d) and (2) consider a confidential attorney-client communication pursuant to Section 8(h) of the Open Meeting Act.**

**This requires a two-thirds roll call vote of elected or appointed members.**

**Roll Call Vote**

Austin - Aye  
Estep - Aye  
Gerbe - Aye  
Gold - Aye  
Miller - Aye  
Steben - Aye  
Absent (McVey)

16. **RE-ENTER OPEN SESSION**

**MOTION** made by Secretary Miller, support by Treasurer Gerbe **to re-enter Open Session of the Regular Board of Education Meeting at 9:40 PM.**

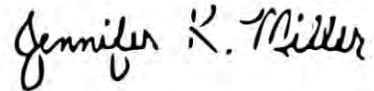
Ayes - All Present - **MOTION CARRIED 6-0**

15. **ADJOURNMENT**

**MOTION** ... made by Treasurer Gerbe, support by Trustee Gold **to adjourn the Regular Board of Education Meeting of February 28, 2023, at 9:41 PM.**

Ayes - All Present - **MOTION CARRIED 6-0**

Respectfully submitted,



Jennifer K. Miller  
Board Secretary

*Recorded by: Betty Jahnke*

# POLICY COMMITTEE MEETING



Liberty School Board Room  
Tuesday, February 28, 2023  
5:00 pm

## Minutes

**Jenny Miller, Chair, Susan Estep, Lauren Gold**  
**Superintendent Laatsch, Recording Secretary Jahnke**

1. **Call to Order**

The Board Policy Committee Meeting was called to order by Chair, Jenny Miller at 5:03 pm.

2. **Public Comment - None**

3. **Discussion Items**

A. **NEOLA Updates** (Vol. 37 No. 1)

1. **Update po8510 - WELLNESS**

Administrators and members of the wellness committee have added some elements related to mental/emotional health and wellness. Changes/additions to the policy were reviewed. This will move on to discussion at the next full Board Meeting on March 21, 2023.

B. **Policies on Animals**

1. **Update po8390 - ANIMALS ON DISTRICT PROPERTY**

Addition to the policy included a statement regarding responsibility / care plan in the event of school closing, and the additional of requiring background checks of handlers if NOT a district employee. This will move on to discussion at the next full Board Meeting on March 21, 2023.

2. **New Policy po8390.1 - THERAPY DOGS**

Reviewed a draft policy from Thrun regarding "Therapy Dogs". This will move on to discussion at the next full Board Meeting on March 21, 2023.

**C. Threatening Behavior Toward Staff Members**

1. **New Policies po3362.01/po4362.01 - THREATENING BEHAVIOR TOWARD STAFF MEMBERS**

These policies clarify threatening behavior and reinforce the idea that teaching and support staff should not face behaviors that are threatening. These policies will remain on the agenda of future Policy Committee Meetings but will be part of discussion items at the March 21, 2023 Board of Education Meeting.

**D. PO 9150 School Visitors**

New Policy Committee Members and some members of the community are concerned about this policy. It was a Neola Update back in the fall and came through as recommended updates due to recent updates in the Sex Offender Registry Laws. The policy committee at the time, accepted these recommended changes. It will go back onto a future Policy Meeting agenda. Will be discussed at the upcoming March 21, 2023 Board Meeting.

**E. PO 2240 Controversial Issues**

This policy is going to be on an upcoming Policy Meeting agenda that will include a Community Discussion forum led by the Teaching and Learning Team. The committee is seeking input from the community on this important policy which they would use to develop some clear guidance around the opt out portion of this policy which would better support students, parents and teachers. It was agreed that a full meeting on this policy would be helpful. Will be included in discussion at the upcoming March 21, 2023 Board Meeting.

4. **Public Comment**

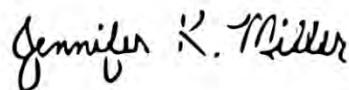
Luis Barnett, Parent  
Erin Crum, Parent  
Jen Scarpati, Parent  
Susan Rosales, Parent

5. **Next Meeting:** Date for next meeting will be determined and posted.

6. **Adjourn**

Meeting was adjourned at 6:20 pm.

Respectfully Submitted,



Jennifer K. Miller  
Board Secretary

Recorded by: Betty Jahnke



# Month End Board Report

Fiscal Year to Date 01/31/23

Other Code	Amended Budget	Actual	Encumbrances	% Act/Bud	Bud-Act	Prior Year Total	Prior to Current Dif.	Function * Code
<b>Fund 11 - General Fund</b>								
Account Type <b>Revenue</b>								
Function * 0000 - Revenue	73,887,360.00	31,432,765.58	.00	43	42,454,594.42	28,376,458.89	3,056,306.69	Function * 0000 - Revenue
Account Type <b>Revenue Totals</b>	<b>\$73,887,360.00</b>	<b>\$31,432,765.58</b>	<b>\$0.00</b>	<b>43 %</b>	<b>\$42,454,594.42</b>	<b>\$28,376,458.89</b>	<b>\$3,056,306.69</b>	
Account Type <b>Expense</b>								
Function * 1111 - Elem	14,485,395.00	5,627,132.15	12,712.00	39	8,858,262.85	5,725,461.98	(98,329.83)	Function * 1111 - Elem
Function * 1112 - Mid School	6,764,017.00	2,773,316.81	3,760.00	41	3,990,700.19	3,172,427.27	(399,110.46)	Function * 1112 - Mid School
Function * 1113 - High School	9,993,792.00	4,280,164.30	20,327.58	43	5,713,627.70	4,783,487.50	(503,323.20)	Function * 1113 - High School
Function * 1118 - Pre-K	62,109.00	37,351.10	800.00	60	24,757.90	18,187.45	19,163.65	Function * 1118 - Pre-K
Function * 1119 - Summer School	250,817.00	206,993.18	.00	83	43,823.82	161,344.59	45,648.59	Function * 1119 - Summer School
Function * 1122 - Spec Ed	8,320,077.00	3,338,823.76	3,264.54	40	4,981,253.24	3,396,764.63	(57,940.87)	Function * 1122 - Spec Ed
Function * 1125 - Comp Ed	2,023,590.00	745,826.81	19,876.16	37	1,277,763.19	1,141,125.12	(395,298.31)	Function * 1125 - Comp Ed
Function * 1127 - Voc Ed	1,225,515.00	662,032.94	.00	54	563,482.06	342,945.08	319,087.86	Function * 1127 - Voc Ed
Function * 1211 - Truancy Services	58,611.00	48,560.32	38,694.40	83	10,050.68	26,355.56	22,204.76	Function * 1211 - Truancy Services
Function * 1212 - Guidance	1,464,693.00	538,876.19	115,788.30	37	925,816.81	480,708.42	58,167.77	Function * 1212 - Guidance
Function * 1213 - Health Services	832,280.00	584,268.92	482,107.23	70	248,011.08	314,521.05	269,747.87	Function * 1213 - Health Services
Function * 1214 - Psychologist, School	538,047.00	211,460.14	951.52	39	326,586.86	217,416.03	(5,955.89)	Function * 1214 - Psychologist, School
Function * 1215 - Speech	1,940,305.00	777,505.41	951.49	40	1,162,799.59	801,813.23	(24,307.82)	Function * 1215 - Speech
Function * 1216 - Social Work Services	1,517,562.00	630,952.42	162,426.49	42	886,609.58	495,455.14	135,497.28	Function * 1216 - Social Work Services
Function * 1218 - Teacher Consultant	2,626,956.00	977,543.98	.00	37	1,649,412.02	1,382,723.26	(405,179.28)	Function * 1218 - Teacher Consultant
Function * 1219 - Other Pupil Support Services	7,300.00	.00	7,300.00	0	7,300.00	.00	.00	Function * 1219 - Other Pupil Support Services
Function * 1221 - Improvement of Instruction	1,090,721.00	725,131.41	47,387.94	66	365,589.59	539,344.59	185,786.82	Function * 1221 - Improvement of Instruction
Function * 1222 - Educational Media Services	606,128.00	246,144.53	.00	41	359,983.47	237,056.29	9,088.24	Function * 1222 - Educational Media Services
Function * 1225 - Instructional Tech	554,189.00	290,139.84	.00	52	264,049.16	298,648.90	(8,509.06)	Function * 1225 - Instructional Tech
Function * 1226 - Supervision	557,138.00	284,008.90	407.84	51	273,129.10	288,516.26	(4,507.36)	Function * 1226 - Supervision
Function * 1231 - Board of Ed	218,555.00	112,845.41	16,000.00	52	105,709.59	90,885.88	21,959.53	Function * 1231 - Board of Ed
Function * 1232 - Exec Admin	500,892.00	282,967.17	223.50	56	217,924.83	293,014.70	(10,047.53)	Function * 1232 - Exec Admin
Function * 1241 - Principal	3,383,873.00	1,863,140.92	3,644.87	55	1,520,732.08	1,594,701.97	268,438.95	Function * 1241 - Principal
Function * 1249 - Other School Admin	480,145.00	9,134.62	.00	2	471,010.38	11,006.29	(1,871.67)	Function * 1249 - Other School Admin
Function * 1252 - Finance Office	663,088.00	358,276.64	1,770.61	54	304,811.36	290,360.33	67,916.31	Function * 1252 - Finance Office
Function * 1257 - District Office	203,022.00	105,032.49	3,440.52	52	97,989.51	61,155.41	43,877.08	Function * 1257 - District Office
Function * 1259 - Other Business Services	81,022.00	68,427.49	.00	84	12,594.51	90,371.77	(21,944.28)	Function * 1259 - Other Business Services
Function * 1261 - Bldg - Grounds	6,200,939.00	3,124,793.42	204,020.50	50	3,076,145.58	2,583,199.91	541,593.51	Function * 1261 - Bldg - Grounds
Function * 1266 - Security Services	370,620.00	77,180.25	243,543.00	21	293,439.75	.00	77,180.25	Function * 1266 - Security Services
Function * 1271 - Transportation	1,996,962.00	930,719.12	169,039.38	47	1,066,242.88	813,391.16	117,327.96	Function * 1271 - Transportation
Function * 1282 - Communication Services	196,230.00	115,804.45	.00	59	80,425.55	.00	115,804.45	Function * 1282 - Communication Services
Function * 1283 - Staff/Personnel Services	783,414.00	466,569.18	355.70	60	316,844.82	390,393.97	76,175.21	Function * 1283 - Staff/Personnel Services
Function * 1284 - Technology - Non Instructional	933,021.00	626,252.20	47,300.19	67	306,768.80	522,647.35	103,604.85	Function * 1284 - Technology - Non Instructional
Function * 1293 - Athletic Activities	1,493,318.00	766,577.60	15,300.75	51	726,740.40	767,774.93	(1,197.33)	Function * 1293 - Athletic Activities
Function * 1311 - Community Services Direction	14,759.00	.00	.00	0	14,759.00	.00	.00	Function * 1311 - Community Services Direction
Function * 1331 - Community Activities	8,244.00	10,372.52	.00	126	(2,128.52)	99,566.09	(89,193.57)	Function * 1331 - Community Activities
Function * 1371 - Non-Public School	48,876.00	.00	.00	0	48,876.00	2,364.00	(2,364.00)	Function * 1371 - Non-Public School
Function * 1411 - Payments to Other Public Schools Within Michigan	20,000.00	20,000.00	.00	100	.00	20,000.00	.00	Function * 1411 - Payments to Other Public Schools Within Michigan
Account Type <b>Expense Totals</b>	<b>\$72,516,222.00</b>	<b>\$31,924,326.59</b>	<b>\$1,621,394.51</b>	<b>44 %</b>	<b>\$40,591,895.41</b>	<b>\$31,455,136.11</b>	<b>\$469,190.48</b>	
<b>Fund 11 - General Fund Totals</b>	<b>\$1,371,138.00</b>	<b>(\$491,561.01)</b>	<b>(\$1,621,394.51)</b>	<b>-36 %</b>	<b>\$1,862,699.01</b>	<b>(\$3,078,677.22)</b>	<b>\$2,587,116.21</b>	
Revenue Totals	\$73,887,360.00	\$31,432,765.58	\$0.00	43 %	\$42,454,594.42	\$28,376,458.89	\$3,056,306.69	
Expense Totals	\$72,516,222.00	\$31,924,326.59	\$1,621,394.51	44 %	\$40,591,895.41	\$31,455,136.11	\$469,190.48	
<b>Grand Totals</b>	<b>\$1,371,138.00</b>	<b>(\$491,561.01)</b>	<b>(\$1,621,394.51)</b>	<b>-36 %</b>	<b>\$1,862,699.01</b>	<b>(\$3,078,677.22)</b>	<b>\$2,587,116.21</b>	



Board of Education  
21.Mar.23

**TOPIC: Human Capital Recommendations**

Curt Ellis, Assistant Superintendent of Human Resources presents for your consideration the following human capital changes including resignations, new hires and changes in tenure status:

**RESIGNATIONS / TERMINATIONS:**

<b><u>NAME</u></b>	<b><u>BLDG./DEPT.</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>STATUS</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE</u></b>
Lawan Blaine	Heritage	Food Service Asst.	Resignation	Personal	24.Mar.23
Steve Blyveis	Saline HS	Afternoon Custodian	Resignation	Personal	21.Feb.23

**NEW HIRES**

<b><u>NAME</u></b>	<b><u>BLDG./DEPT.</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>STATUS</u></b>	<b><u>STEP</u></b>	<b><u>EFFECTIVE</u></b>
Megan Borstler	Heritage	Paraeducator	New Hire	Y5-5th 1	1.Mar.23
Karan Hervey	District	Nursing Services Lead	New Hire	N/A	17.Mar.23
Jessica King	SWWC	Welding Technician	New Hire	1	3.Mar.23
Barb Rorrer	Heritage	Paraeducator	New Hire	YY5-5th 3	14.Mar.23
Laura Sanderson	Pleasant Ridge	Paraeducator	New Hire	Y5-5th 1	3.Mar.23
Kathryn Souders	Saline HS	Teacher	New Hire	BA9	10.Mar.23

**RECOMMENDATION:** That the Saline Area Schools Board of Education adopts the personnel report recommendations as presented.

**KATHRYN L. SOUDERS**



**OBJECTIVE**

To obtain a long term high school or middle school educator position with potential coaching involvement opportunity.

**EDUCATION**

Eastern Michigan University 124 College Place, Ypsilanti, MI 48197  
May 2016, GPA 3.8  
Mathematics, Psychology

**NEEDS Conference**

Romania Bulevardul Eroilor 29, Brassov 500036,  
May 2015  
Presentation of Research on Emotional Impairment  
One of three representing the United States

**Saline High School**

June 6, 2010, GPA 3.89 1300 Campus Parkway, Saline, MI 48176  
Honors Math, Business Management +2, Early Childhood Education +2

**WORK EXPERIENCE**

**Carlson High School** September 2018 - **Current**

Full Time Mathematics Teacher

- Mathematics; Algebra 1
- Lesson Planning
- Big Ideas Math
- Before/After School Tutoring
- Google Classroom
- Equestrian Team Coach

30550 W. Jefferson Avenue  
Gibraltar, MI 48173  
Principal: Jessica Shultz

**Summit Academy North High School** August 2016 - September 2018

Full Time Mathematics Teacher

- Mathematics; AP Calculus, Algebra 2, Geometry
- Lesson Planning
- Collin's Writing
- Before/After School Tutoring
- Game Announcer
- Volleyball Coach

18601 Middlebelt Road  
Romulus, MI 48174  
Principal: Erin Avery

**Monroe High School** June 2016-August 2016

Part Time Summer School Teacher

- Mathematics; Math 1
- Lesson Planning
- Before School Tutoring

901 Herr Road  
Monroe, MI 48161  
Principal: Jeff McVeigh  
(734)265-3400

**Milan High School** March 2016 – June 2016

Full Time Substitute Teacher

- Mathematics; Algebra
- Lesson Planning
- After School Tutoring Program

200 Big Red Drive

Milan, Mi 48160

Principal: Ryan McMahon  
(734) 439-5000

**Milan High School**

Student Teaching Sept 2015 – Dec 2015

- Mathematics, Algebra and Geometry
- Lesson Planning
- EdTPA Project

EMU Supervisor: Johnetta Ricks

(313) 930-0873

Supporting Teacher: Kristina Mahaney  
(734) 439-5066

**Tractor Supply** August 2008 - **Current**

Customer Assistant

- Stock feed, Yard Coordination, Cashier

111 Sage Court, Saline, MI 48176

Supervisor: Todd Goring / Manager  
(734) 439-5066

**SPECIAL SKILLS**

- Math Tutor
- CPR/First Aid certified
- PESG Substitute Teaching certified
- EduStaff Substitute Teaching certified
- Bloodborn Pathogen Training
- Concussion Training

**CLUBS/ORGANIZATIONS**

- University of Michigan Equestrian Team Captain
- FFA member

**HONORS RECEIVED**

- Magna Cum Laude Graduate, Deans List, 5+ years

**EDUCATIONAL RELATED EXPERIENCES**

- Automotive technology, 3 years
- Volunteer horseback riding instructor
- Middle school equestrian team helper/assistant

**REFERENCES** Available upon Request

SALINE AREA SCHOOLS  
#SASCOMPASS



Curt Ellis, CHRS Assistant Superintendent of Human Resources  
7265 N. Ann Arbor Street, Saline, MI 48176  
734.401.4003 • [ellisc@salineschools.org](mailto:ellisc@salineschools.org)

TO: Stephen D. Laatsch, Ph.D., Superintendent  
FROM: Curt Ellis, SHRM-SCP, Assistant Superintendent of Human Resources  
RE: Nursing Services Change in Status  
DATE: March 17, 2023

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As you review the Human Capital Report in preparation for the March 21, 2023 Board of Education meeting, you will notice a change in status for Karan Hervey. Karan has served Saline Area Schools as a contracted employee for more than a decade, and we are now hiring her as a district employee. As a result, she appears on the “new hire” list.

This move is being executed to ensure the long-term stability and sustainability of these essential services to Saline Area Schools.