

Board of Education



OCTOBER 24, 2022 REGULAR MEETING

SAWDON ADMINISTRATION BUILDING BOARD ROOM 6:00 PM

Grand Ledge Public Schools

Regular Meeting of the Board of Education

Please take notice that the Board of Education will hold a Regular Meeting on:

Date: Monday, October 24, 2022

Place: Sawdon Administration Building

Board Room

220 Lamson Street

Grand Ledge, MI 48837

Time: 6:00 p.m.

Purpose: General Business

Phone: (517) 925-5400

Board minutes are located at the Board of Education office, 220 Lamson

Street, Grand Ledge, MI 48837

William A. Barnes, Ed.D., Superintendent of Schools

cc: Buildings

Board Members

Lansing State Journal

Grand Ledge Independent

Melissa Mazzola, Co-President, GLEA

Greg Almy, Co-President, GLEA

Cindy Zerbe, President, MEA/NEA Unit I, Secretarial /Clerical

TBD, President, MEA/NEA Unit III, Food Service

Vicki Wenzlick, President, MEA/NEA Unit IV, TA/HC/Bus Assistants & Adv. Club Danis Peck, President, IUOE Local 547, A, B, C, E & H AFL-CIO, Bus Drivers

Sarra Ruiz, President, Custodial Association

Date of Posting: October 20, 2022

NOTE: Individuals may address the Board for up to three (3) minutes in the Public Comment segment of the meeting. Any person with a disability needing accommodations to attend a Board of Education meeting should contact Kim Manning at 925-5401 at least three (3) days prior to the date of the meeting he/she plans to attend

Grand Ledge Public Schools Board of Education MEETING AGENDA

Regular Meeting Monday, October 24, 2022 - 6:00 pm

l.	Call to Order & Pledge of Allegiance	Jon Shiflett,	President

- III. Approval of Agenda Items
- IV. Approval of Consent Agenda Items
 - A. October 10, 2022 Meeting Minutes
 - B. Teacher Hiring
 - a. Grant Householder 6th Grade Teacher Hayes Intermediate School
 - b. Bryn Hummell Early Childhood SpEd Teacher Neff Early Childhood Center
- V. Reports
 - A. Capitol Connections
 - B. Eaton RESA
 - C. Grand Ledge Education Foundation
 - D. Governance Committee
 - E. Equity, Diversity & Inclusion Committee
 - F. Bond Update
 - G. Superintendent
- VI. Public Comment
- VII. Old Business
 - A. Approval of Michigan Merit Curriculum for an Eaton County Youth Facility Student Diploma
 - B. Approval of Superintendent's Contract
- VIII. New Business
 - A. 98C Update
 - B. Bond Project Priority Discussion
 - C. 1st Reading of NEOLA Board Policies 1000 Administration
- VII. Comments from Staff and Board
- VIII. Future Topics
 - Board Bond Advisory Monday, November 14, 2022 5:00 pm Sawdon Room 107
 - Work Session Monday, November 14, 2022 6:00 pm Board Room
- IX. Closed Session Attorney/Client Privilege (Per Section 8(1)(e) of the Open Meetings Act, PA 267 of 1976. Metcalf Arbitration)
- X. Reconvene in Open Session
- XI. Approval of Settlement Agreement Authorization
- XII. Adjournment

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CALL TO ORDER & PLEDGE OF ALLEGIANCE

President Jon Shiflett

"I pledge allegiance
to the Flag
of the United States of America,
and to the republic
for which it stands,
one Nation under God,
indivisible,
with liberty and justice for all."



ROLL CALL

Superintendent Bill Barnes



APPROVAL OF AGENDA ITEMS

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the October 24, 2022 Agenda Items, as presented.



APPROVAL OF CONSENT AGENDA ITEMS

- A. October 10, 2022 Meeting Minutes
- **B.** Teacher Hirings
 - a. Grant Householder 6th Grade Teacher Hayes Intermediate School
 - b. Bryn Hummel Early Childhood SpEd Teacher Neff Early Childhood Center

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the October 24, 2022 Consent Agenda Items, as presented.

GRAND LEDGE PUBLIC SCHOOLS

Board of Education

Committee of the Whole / Work Session – October 10, 2022

MINUTES

President Shiflett called the meeting to order at 6:00 p.m. He led those present in the Pledge of Allegiance.

ROLL CALL

Roll Call by Superintendent Bill Barnes indicated the presence of **Board Members Present**: Jon Shiflett, Nicole Shannon, Jarrod Smith, Denise DuFort and Ben Cwayna. **Board Members Absent**: Sara Clark Pierson and Toni Glasscoe. **Central Office Administrators**: Bill Barnes, Steve, Gabriel, Julie Waterbury, Wendy Seida, Martez Warren and John Ellsworth. **Others in Attendance**: Taylor Jackson, Snya Barlow, Lauren Evans, Kenny Eaton, Ashley Kuykendoll, Melissa Mazzola, D'Nita Tice, Jason Devenbaugh, Howard Pizzo, Nell Pizzo, Greg Almy, Marlene Promer and Kim Manning

PUBLIC COMMENT

Mr. Smith provided an overview for making public comment to the board.

Stacy Erwin Oakes addressed the board commending the high school homecoming dance.

ACTION ITEMS

A. APPROVAL OF AUGUST 22, 2022 REGULAR MEETING MINUTES

Motion by Mr. Cwayna, seconded by Ms. Shannon for the Grand Ledge Public Schools Board of Education to approve Meeting Minutes, as presented. The motion carried unanimously.

B. APPROVAL OF THE PAYMENT OF CAPITAL FUNDS INVOICES

Motion by Mrs. DuFort, seconded by Mr. Smith for the Grand Ledge Public Schools Board of Education to approve the payment of Capital Funds Invoices in the amount of \$32,119.26, as presented.

Mr. Smith noted the Board Bond Advisory Committee has met and reviewed all the items being brought for board action. He noted this reflects work at the Fine Arts addition at the High School that is eligible to be paid through Capital Funds thereby freeing up money under the Bond Proposals.

The motion carried unanimously.

C. APPROVE OF THE PAYMENT OF SINKING FUND INVOICES

Motion by Mr. Smith, seconded by Ms. Shannon for the Grand Ledge Public Schools Board of Education to approve the payment of Sinking Fund Invoices in the amount of \$21,568.81, as presented.

Mr. Smith noted this represents invoices items not covered under the bond proposals and if for piping and a coil replacement. He noted the coil was ordered in March and was just received which continues to reflect the delay in obtaining parts.

The motion carried unanimously.

D. APPROVAL OF THE PAYMENT OF PROPOSAL 1, SERIES 2 BOND INVOICES Motion by Mr. Cwayna, seconded by Mrs. DuFort for the Grand Ledge Public Schools Board of Education to approve the payment of Proposal 1, Series 2 Bond Invoices in the amount of \$495,907.59, as presented.

Mr. Smith noted this represents ongoing work at Delta Center and a clean -p payment to the architects for work at Beagle Middle School.

The motion carried unanimously.

E. APPROVAL OF THE PAYMENT OF PROPOSAL 2, SERIES 1 BOND INVOICES
Motion by Mr. Smith, seconded by Ms. Shannon for the Grand Ledge Public Schools Board of
Education to approve the payment of Proposal 2, Series 1 Bond Invoices in the amount of
\$42,747.74 as presented.

Mr. Smith noted this represents work at the pools at both the High School and Beagle and equipment for the track.

The motion carried unanimously.

F. APPROVAL OF THE PAYMENT OF PROPOSAL 2, SERIES 2 BOND INVOICES
Motion by Ms. Shannon, seconded by Mrs. DuFort for the Grand Ledge Public Schools Board of
Education to approve the payment of Proposal 2, Series 2 Bond Invoices in the amount of
\$605,815.11, as presented.

Mr. Smith noted this represents work at the Fine Arts addition at the High School.

The motion carried unanimously.

G. WATERTOWN TOWNSHIP NEGOTIATIONS

Motion by Mrs. DuFort, seconded by Mr. Smith for the Grand Ledge Public Schools Board of Education to authorize Superintendent Bill Barnes to begin negotiations with Watertown Township on the possible sale of the Wacousta Elementary School Building on behalf of the district.

Superintendent Barnes advised under the current bond proposals; the district is slated to build a new Wacousta Elementary School. Under the bond, monies have been reserved for the demolition of the existing Wacousta Elementary School. Watertown Township reached out to us about this building and any potential for partnering to keep the building and allowing them to purchase it for their new township offices. He noted the Watertown Executive Director has done a walk-through of the facility and the Board recently authorized the Executive Director to begin negotiations. This will provide Superintendent Barnes with the authorization to begin these discussions on behalf of the district to actually sit down and talk about what this might look like. This also allows Dr. Barnes to bring in legal counsel and start a more official conversation. All conversations to date have been very preliminary but noting he believes this good thing for the district, the community and the township. Additionally, if an agreement can be reached, it will free up those funds set aside for demolition of the building currently slated in the bond proposal.

A detailed discussion among the members noted approximately \$400-\$500,000 is set aside for the demolition of the building and all that entails, there has been no discussion of any other potential use of the building, the initial plan following the demolition was to create more greenspace and parking but if this works out the site plan would change and we would work to create shared spaces, this would not impact the new construction as the new build site is well beyond the Dream Depot, nothing will happen to the Dream Depot and it will stay in its current place, there is potential for other organizations like the Grand Ledge Area District Library, to utilize space within the current Wacousta building but just having a northern outpost in the community for a variety of groups would be beneficial, and noting that no sale, or deal, would be made without input from the board and the district's legal counsel advising on the sale, again reiterating this just authorizes Superintendent Barnes to work with our attorneys and Watertown Township in a more formal process.

The motion carried unanimously.

COMMENTS FROM STAFF AND BOARD

Superintendent Barnes welcome Martez Warren, Director of Operations to the table noting that his voice and insight is an important part of the Central Office Leadership Team. He reminded everyone that October is Principal Appreciation Month and encouraged everyone to take a moment to thank the wonderful building leaders we have in the district. In closing he recognized the strength and cohesiveness of the Central Office Leadership Team and thanked them for everything they do every day.

Director of Communications John Ellsworth noted students from our sister school in Lohne Germany were in the Administrative Conference Room for their welcome polluck and encouraged the board members to stop by and welcome the students and teachers.

Mrs. DuFort reiterated Mrs. Erwin Oakes' public comment on the wonderful homecoming dance, noting the parade was a great opportunity for many of the board members to walk in support of our Grand Ledge teachers, the game was exciting even if it wasn't the outcome all had hoped, but it was a great night out for our community. She expressed her excitement and support for the new grading system Hayes in putting in place that focuses on learning that has occurred and supporting a growth mindset. In closing she noted she heard a great pod cast on e-sports and would love to see the district get involved.

Ms. Shannon noted she was happy to walk with the teachers in the homecoming parade and commenting on how important connections are and noting whether it be drama, sports, robotics or whatever we can do to support the community and assisting in making those connections. In closing she thanked the staff for making homecoming a great event again this year.

ADJOURNMENT

The meeting adjourned at 6:21 p.m.	
Respectfully Submitted:	Attest:
Jarrod Smith, Secretary	Jon Shiflett, President



INTEROFFICE MEMORANDUM

TO: Dr. William A. Barnes, Superintendent of Schools

FROM: Kelly J. Jones, Director of Human Resources

SUBJECT: Teacher Recommendations

DATE: October 13, 2022

I recommend the hiring of the following candidates for employment during the 2022-2023 school year. Each candidate has the qualifications and certifications necessary for the recommended position.

Grant Householder Hayes Intermediate 6th Grade Teacher

Bryn Hummell Neff Early Childhood Center Early Childhood Special Ed Teacher

KJJ/edc

Grant J. Householder



August 11th, 2022

To whom it may concern,

I am writing to express my interest in the 6th Grade Teacher position at Hayes Intermediate School. As a proven leader, organizer and member of the Grand Ledge community, I believe my skill set is designed to be a major contributor in the success of the Grand Ledge school district.

As a 2010 graduate of Grand Ledge High School, I have dedicated the past 10 years giving back and investing in the community that I grew up in. As a high school baseball coach, I have provided student-athletes with guidance through high level competition, as well as on to successful lives after graduation. Recently, I began as a substitute in the Grand Ledge School system, where I have truly found my passion and purpose in life, which is helping young people, giving back to a community that values family, as well as guiding students to academic, emotional and social success. As a long-term substitute at the sixth grade level, I was able to develop daily lesson plans, administer conferences with parents, contribute to daily meetings with colleagues and forgue bonds with 50+ students.

Having recently successfully passed the MTTC in Elementary Education and as I work toward certification through #T.E.A.C.H, I look forward to teaching in the Grand Ledge community for a long time. I am a very motivated, organized and goal-oriented individual that exerts all of my energy into the task at hand, while still keeping an eye on the big picture. I believe I can make a positive contribution to the Grand Ledge Public Schools. Enclosed is my resume for your consideration. I would appreciate the opportunity to speak with you and go into further detail as to how my skill set and qualifications can benefit the community. Please do not hesitate to contact me by phone or email as listed above.

Sincerely,

Grant J. Householder

Grant J. Householder

CertificationsMTTC Elementary EducationAugust 2022Teaching CertificationState of MichiganExperience

L. T. O. L. C. L.

Long-Term Substitute TeacherSeptember 2021 - presentEduStaff LLCGrand Ledge Public Schools

- Hayes Intermediate School, teaching 6th grade English Language Arts and Social Studies
- Management of 50 students daily
- Design of daily lessons and implementation of unit subject material
- Participation in subject planning meetings
- Administering of report cards, academic progress reports and parent conferences

High School Baseball Coach

January 2013 – present

Grand Ledge High School

Grand Ledge, MI

- Provide student-athletes with structure, knowledge, instruction and positive experience
- Oversee athlete's academic responsibilities and help provide balance
- Effective and efficient communication with players, parents and community members
- Management of social media platforms and website management. Inform interested parties on game information, stories and top news associated with the baseball program
- Work with the athletic department to create scheduling, review eligibility, news articles, event management, program advancement, scholarships, etc.
- Advancement and organization of summer baseball program; Organization of individual offseason workouts

Operations Coordinator/Pro Shop Manager

June 2019 - August 2021

Forest Akers Golf Course

Michigan State University

- Coordinate and oversee all retail operations; Inventory control and management
- Forecast retail needs and purchase merchandise, supplies and equipment
- Work with customers to provide expertise of retail operations and merchandise
- Interview, hire, train and supervise part-time retail team members and students
- Assist with developing and implementing policies and procedures
- Assist with forecasting, implementing and monitoring annual retail budget
- Assist with marketing of retail events, sales promotions and important functions

Professional Aide - On-Call

July 2014 - June 2019

Spartan Spirit Shop

Michigan State University

- Assist with the daily management responsibilities; Inventory management and processing of deliveries, including graduation regalia
- Advancement and implementation of website organization and sales strategies, including processing of daily orders and weekly evaluation of inventory
- Contribute content for social media platforms to improve reach and potential customers
- Provide student employees with structure and assistance with responsibilities, while enforcing policies and procedures

Education

#T.E.A.C.H

Graduate Certification – Sport Coaching and Leadership
Michigan State University

Bachelor of Arts – Communication
Michigan State University

Michigan State University

East Lansing, MI

August 2012 – February 2023*

Way 2016 - May 2017

East Lansing, MI

August 2012 – December 2014

East Lansing, MI



Summary

Early Childhood Special Education teacher with eleven years' experience teaching elementary, middle school, and early childhood general and special education. Demonstrated skill in individualizing instruction based on students' needs and interests.

Highlights

- Masters in the Practice of Teaching Early Childhood
- Valid Michigan teaching certificate with ZS, DI, and BT endorsements
- Seven years' experience working with students with special needs

Experience

2017 to Present Calhoun ISD ECSE Teacher Albion, Michigan

- Collaborated with colleagues to plan lessons and determine individual needs.
- Differentiated instruction.
- Established clear lesson objectives.
- Created lesson plans in accordance with state and national curriculum standards.
- Observed and assessed student performance and kept thorough records of progress.
- Encouraged students to persevere with challenging tasks.
- Delegated tasks to teacher assistants and volunteers.
- Worked outside normal hours to be available to answer parent and student questions.

2015 to 2017 Calhoun ISD ASD/ABA ECSE Teacher's Assistant Albion, Michigan

- Collaborated with classroom teachers to plan lessons and determine individual needs.
- Differentiated instruction.
- Established clear lesson objectives.
- Created lesson plans in accordance with state and national curriculum standards.
- Observed and assessed student performance and kept thorough records of progress.
- Encouraged students to persevere with challenging tasks.

2012 to 2014 Pennfield Schools Title 1 Interventionist Battle Creek, Michigan

- Tutored children individually and in small groups.
- Improved students' reading levels through guided reading groups.
- Collaborated with classroom teachers to plan lessons and determine individual need.
- Differentiated instruction.
- Established clear lesson objectives.
- Created lesson plans in accordance with state and national curriculum standards.

- Employed a wide variety of texts to encourage independent reading.
- Observed and assessed student performance and kept thorough records of progress.
- Taught after-school and summer enrichment programs.

2010 to 2012 Professional Education Services Group, LLC Substitute Teacher Michigan

 Managed classrooms of twenty to thirty students during the absence of regular classroom teachers.

August 2011 to December 2011 **Student Teaching, Third Grade** David Scott Elementary School DeWitt, Michigan

- Established clear lesson objectives.
- Collaborated with staff members to plan lessons.
- Created lesson plans in accordance with state and national curriculum standards.
- Differentiated instruction.

January 2010 to May 2010 Gardner Middle School **Mid-Tier Practicum**, 8th **Grade Earth Science** Lansing, Michigan

- Tutored students individually and in small groups.
- Collaborated with staff members to plan lessons.
- Created lesson plans in accordance with state and national curriculum standards.

2001 to 2002 Rainbow Child Development Center Lead Teacher, Toddler One Okemos, Michigan

- Established clear objectives for all lessons.
- Encouraged students to persevere with challenging tasks.
- Collaborated with other staff members to plan lessons.
- Delegated tasks to teacher assistants and volunteers.
- Worked outside normal hours to be available to answer parent and student questions.

1998 to 2000 Onaway Area Community Schools Substitute Teacher Onaway, Michigan

• Managed classrooms of fifteen to twenty-five students during the absence of the regular classroom teachers.

Duties/Responsibilities performed in all above positions:

- Established positive relationships with students, parents, colleagues, and supervisors.
- Employed several instructional techniques to retain interest and maximize learning.
- Set and communicated expectations for the classroom.
- Implemented a variety of teaching methods.
- Took appropriate disciplinary measures when students misbehaved.
- Accepted coaching from colleagues and supervisors and incorporated feedback.

Education

2021 Western Michigan University Masters in the Practice of Teaching Early Childhood

ZA/ZS endorsement obtained

2011 Central Michigan University Bachelor of Science: Education Mt. Pleasant, Michigan

Major: Integrated Science (DI), K-8

Minor: Reading (BT), K-8 Summa Cum Laude, 3.9 GPA

2011 Lansing Community College Integrated Science/Elementary Education Lansing, Michigan

2000 Alpena Community College Elementary Education/Science/Language Arts Alpena, Michigan

1998 North Central Michigan College Associate of Arts: Elementary Education/Science Petoskey, Michigan

Professional Developments

- Marzano
- Love and Logic
- Best Year Ever
- Anita Archer
- Depth of Knowledge
- Math Recovery
- Literacy
- Bridges to Poverty
- Applied Behavior Analysis
- ADD/ADHD (Chalkman)
- BAAM Conference
- MiAEYC Conferences
- Jackson Area Early Childhood
- Trauma
- CPI
- LRE
- ASL

Other Work History

2014 to present

Thirteen Acres Weddings Owner/Photographer (self-employed) Charlotte, Michigan

2003 to 2015

Mijo's Diner Waitress Lansing, Michigan

2001 to 2004

Sundance Riding Stables Wrangler Grand Ledge, Michigan

References

- Jill Snyder, Early Childhood Special Education Supervisor Calhoun Intermediate School District Office: (517)629-9166 ext. 8520
 - Email:snyderj@calhounisd.org (supervisor)
- Stephanie Forner, ASD Elementary Teacher Jackson Intermediate School District

Email: forners@calhounisd.org
(former supervising and mentor teacher)

 Rebecca Blashcka, Occupational Therapist Calhoun Intermediate School District

Email:blashckar@calhounisd.org (co-worker)

 Margaret Bomia, Early Childhood Special Education Teacher Calhoun Intermediate School District

(colleague)



REPORTS

- **A. Capitol Connections**
- **B.** Eaton RESA
- **C.** Grand Ledge Education Foundation
- **D.** Governance Committee
- E. Equity, Diversity & Inclusion Committee
- F. Bond Update
- G. Superintendent's Report



PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons may address the board for up to three (3) minutes in the Public Comment segment of the meeting by providing your name and jurisdiction (City, Township / County) on one of the Public Comment forms provided at the sign in table and turning it in to the Superintendent's Assistant.

The meeting chair will use the Public Comment forms submitted to invite persons to come forward to make their public comment at the appropriate time.

Board Meetings are constructed to conduct necessary business of the board, while allowing time for the public to express concerns and opinions.

Out of respect for board members, students and staff, you will be interrupted if you:

- Personally attack a board member or district employee on issues unrelated to their job performance.
- Mention a student's name when discussing behavior or other incidents.
- Engage in discussion with other members of the audience.

You will be reminded when you are approaching the end of your three-minute limit so you can conclude with your strongest points.

The board will not respond to questions or comments during public comment but the Superintendent will do his best to answer questions at the end of the meeting. If immediate answers are not available, arrangements will be made to provide you with the information requested.



OLD BUSINESS A

A. Approval of Michigan Merit Curriculum for an Eaton County Youth Facility Student Diploma

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the Michigan Merit Curriculum for an Eaton County Youth Facility Student Diploma, as presented.



MICHIGAN MERIT CURRICULUM

MICHIGAN MERIT CURRICULUM

 The Michigan Merit Curriculum (MMC) is not a curriculum in the traditional sense - it is legislation that specifies all students awarded a diploma have demonstrated proficiency with the content outlined by the state academic standards, benchmarks or guidelines.

MICHIGAN HIGH SCHOOL GRADUATION REQUIREMENTS (18 CREDITS)

- ENGLISH LANGUAGE ARTS (ELA) 4 Credits
 - Proficiency in State Content Standards for ELA (4 credits)
- MATHEMATICS 4 Credits
 - Proficiency in State Content Standards for Mathematics (3 credits); and
 - Proficiency in district approved 4th Mathematics credit options (1 credit) (Student MUST have a Math experience in their final year of high school.)
- ONLINE LEARNING EXPERIENCE
 - Course, Learning, or Integrated Learning Experience.
- PHYSICAL EDUCATION & HEALTH 1 Credit
 - Proficiency in State Content Standards for Physical Education and Health (1 credit); or
 - Proficiency with State Content Standards for Health (1/2 credit) and district approved extra- curricular activities involving physical activities (1/2 credit).
- SCIENCE 3 Credits
 - Proficiency in State Content Standards for Science (3 credits); or
 - Proficiency in some State Content Standards for Science (2 credits) and completion of a Department approved formal Career and Technical Education (CTE) program (1 credit).
- SOCIAL STUDIES 3 Credits
 - Proficiency in State Content Standards for Social Studies (3 credits).
- VISUAL, PERFORMING, AND APPLIED ARTS 1 Credit
 - Proficiency in State Content Standards for Visual, Performing, and Applied Arts (1 credit).
- **WORLD LANGUAGE 2 Credits** (Effective with students entering 3rd Grade in 2006)
 - Formal coursework or an equivalent learning experience in Grades K-12 (2 credits); or
 - Formal coursework or an equivalent learning experience in Grades K-12 (1 credit) and completion of a Department approved formal CTE program; or an additional visual, performing, and applied arts credit (1 credit).

COURSES VS. CREDITS

- The Michigan Merit Curriculum reimagines what the diploma represents. With credit based on student proficiency instead of seat time, the diploma represents what the students knows and can do, not the courses that they took. Credits don't have to equate courses; instead courses, CTE programs, work internships, and other learning opportunities can provide pieces of a variety of credits filling up the credit pipeline.
- The legislation also allows for specific credit requirements and/or content standards to be
 modified based on the individual learning needs of a student. It is designed to serve students
 who want to accelerate or go beyond the MMC requirements as well as students who need
 to individualize learning requirements to meet the MMC requirement.

For specific information regarding the MMC law, please refer to Michigan Merit Curriculum FAQ online at www.michigan.gov/highschool.



OLD BUSINESS

B. Approval of Superintendent's Contract

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education approve the Superintendent Contract of Dr. William Barnes, as presented.

Grand Ledge Public Schools Superintendent Employment Contract

In accordance with the action found in the meeting minutes of the **Board of Education** (the "Board") of the **Grand Ledge Public Schools** (the "District") held on August 8, 2022, the Board appoints **Dr. William Barnes** (the "Superintendent") as its Superintendent of Schools according to the terms and conditions of this Contract.

- 1. *Term.* The Superintendent's contract term shall begin on August 8, 2022, and end on June 30, 2025. Any extension of this Contract requires the express approval of the Board.
- 2. *Certification/Qualifications*. The Superintendent represents that he possesses and will maintain the requisite certification or qualifications to the position assigned and that this Contract is terminable if it is determined by the Board, the Michigan Department of Education, or other proper authority that the Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with his position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification and qualifications of the position of Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board, its members, or the District to any related fines, penalties, or sanctions of any nature.

- 3. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent of the Grand Ledge Public Schools as required by law and as prescribed by the Board through its policies, regulations, and directives, as well as those duties that may be further established, modified, or amended from time to time by the Board.
 - A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and will comply with Board directives to implement the Board's policies and education programs.
 - B. The Superintendent recognizes that he serves as a positive ambassador for the District and a role model to the District's students.
 - C. The Superintendent will comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board.
 - D. The Superintendent shall recommend, effect, or cause to be implemented, the Board's policies, rules, regulations, bylaws, and programs as may be needed.
 - E. The Superintendent will act as the District's chief administrator and is charged with the responsibility for organizing, re-organizing, and supervising the District's curricular, extracurricular, personnel, and business functions.
 - F. The Superintendent shall act as an advisor to the Board on matters pertaining to school administration and shall inform the Board about administrative action taken on its behalf.
 - G. The Superintendent is subject to assignment and transfer to another administrative position of employment with the District at the Board's discretion. In the event of such assignment/transfer, the Superintendent's compensation and other group benefits shall be those

as stated in this Contract, or otherwise reflect such terms that may be mutually agreed by the Superintendent and Board.

- 4. *Compensation*. The Superintendent shall receive compensation for the performance of duties under this Contract during the 2022-2023 Contract year at an annual base rate of One Hundred Ninety Thousand Dollars (\$190,000) for Two Hundred Twenty-Two (222) days per Contract year (260 workdays, minus 10 holidays and 28 paid time off days), which is Step 1 of the Superintendent rate in the Administrator Salary Schedule. This amount is subject to any deduction required by law and will be remitted on the District's regular payroll. Thereafter, the Superintendent's annual base rate for subsequent Contract years will move to the next step of the Superintendent rate in the Administrator Salary Schedule, with the following conditions:
 - A. Beginning, November 1, 2023, step advancement is conditioned on earning a rating of effective or better on the Superintendent's annual performance evaluation made by the Board.
 - B. The Superintendent's 2022 evaluation rating does not count for step advancement.
 - C. Steps at the Superintendent rate in the Administrator Salary Schedule do not equate to years of service.

The Superintendent shall receive no other remuneration for services rendered under this Contract, except as specifically described below:

- A. The annual salary shall be paid in twenty-four (24) substantially equal bi-weekly installments (unless otherwise agreed to by the parties), beginning with the commencement of the Contract year (July 1 June 30) and pro-rated as appropriate.
- B. The Board retains the right to additionally increase the Superintendent's annual salary during the term of this Contract, but in no event shall the salary be less than that for the previous Contract year.
- C. Payroll deductions may be made as required by law or as authorized by the Superintendent.
- D. The Board will pay the premium for term life insurance with benefits equal to Three Hundred Fifty Thousand Dollars (\$350,000) if the Superintendent is insurable at customary rates. The Superintendent may purchase (at his cost) additional life insurance.
- E. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishment will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250. Following the Superintendent's annual performance review, the Board may authorize an additional stipend up to Four Thousand Dollars (\$4,000) to be paid to the Superintendent in recognition of meritorious performance as based on the Board's assessment, in its full discretion, of the Superintendent's performance in previously established goal areas. Subject to the Board's ultimate authority, the Board and the Superintendent will collaborate to establish goal areas and the method(s) by which the achievement of those goals will be measured by the Board.

- F. If, during the term of this Contract, the Board determines that the District's financial circumstances permit modification to the Superintendent's wage or benefits set forth in this Contract, the parties will negotiate those potential changes in good faith to mutual agreement.
- G. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.
- 5. *Insurance Programs.* Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, beginning July 1, 2022, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following listed group insurance plans, subject to possible modification as stated below:
 - Medical health care benefit plan
 - Dental insurance
 - Vision insurance
 - Long-term disability insurance

Those insurance plans shall be identical to those available to other District administrators. The Board has the right to allocate to the Superintendent the responsibility for a portion of the benefit plan costs for the insurance coverage specified above, as may be determined by the Board, in its discretion. The Board's contribution for the medical benefit plan shall not be less than the statutory amount necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Adjustments will be applied at the beginning of the medical benefit plan coverage year which begins on January 1 of each calendar year. The Board will notify the Superintendent of the amount for which he is responsible more than the Board-paid benefit plan costs contributions. The amount of benefit plan cost contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from the Superintendent's wages.

Alternatively, the Superintendent may elect to take a cash-in-lieu of medical insurance benefits in an annual amount of \$3,720 (single), \$4,020 (2-person), or \$4,800 full family on a per pay basis (24 substantially equal installments) on the conditions that the Superintendent: (1) voluntarily and in writing opts out of the available medical health care benefit plan; and (2) provides documentation to the District's Business Office that the Superintendent has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

- 6. *Insurance Contracts.* The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified in Paragraphs 5 and 6, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.
 - A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
 - B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.

- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability as to insurance benefits.
- 7. *Errors and Omission Insurance*. The Board will pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).
 - A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
 - B. If such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify the Superintendent of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).
- 8. **Reimbursed Expenses.** The District shall reimburse the Superintendent for all necessary and reasonable expenses incurred from the performance of his duties as Superintendent, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures.
- 9. *Mileage*. The District shall reimburse the Superintendent at the current IRS mileage rate for use of his personal vehicle in conducting District-related business outside of District boundaries. The Superintendent shall keep contemporaneous records of such business mileage and shall submit a monthly mileage reimbursement form to the District's Business Office.
- 10. *Professional Dues.* The District shall pay the Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the District is located. Upon appropriate notice to and approval of the Board President, the District will also pay the reasonable dues and fees necessary to support the Superintendent's membership in other national, state, and local educational and civic organizations as deemed appropriate by the parties for the Superintendent's role as an educational leader of the District.
- 11. *Professional Development.* The Superintendent may attend appropriate professional meetings, conferences, or workshops at the local and state levels, as well as training related to professional development and certification. The District shall pay the Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for herself in accordance with Board policy. The Superintendent may attend appropriate professional meetings at the national level, the expenses of which will be paid by the District only with prior approval from the Board President.

- 12. *Authorized Absence and Leave*. The Superintendent shall diligently perform his duties in a timely and professional manner. The Superintendent's absence from duty due to personal illness or personal business shall be promptly reported to the Board President. The Superintendent shall consult with the Board President before taking any planned vacation days.
- 13. *Holidays*. Consistent with the District's calendar, the Superintendent is entitled to the following holidays: July 4, Labor Day, Thanksgiving and the day after Thanksgiving, December 24, 25, and 31, January 1, Presidents' Day, and Memorial Day. Holidays falling on non-workdays will be honored on the closest workday before or after that holiday as dictated by the District's calendar.
- 14. *Sick Leave.* The Superintendent will retain four hundred thirty-seven (437) sick leave hours he earned through his employment with the District. Effective July 1 of each subsequent Contract year, an additional twelve (12) sick days will be allotted. Unused sick leave days shall accumulate up to ninety (90) days, which may be used consistent with Board Policy. Upon retirement from District employment, the District shall pay Superintendent Fifty-Five Dollars (\$55) per unused sick leave day. Eligibility for this payout is conditioned on the Superintendent having been District employee for more than ten (10) years. Regardless of the number of accumulated sick leave days, payout is capped at a rate of Four Hundred Dollars (\$400) per Contract year.
- 15. *Paid Time Off.* The Superintendent is employed based on fifty-two (52) weeks of work per Contract year (July 1 June 30), as scheduled by the Board. The Superintendent shall be granted paid time off for twenty-eight (28) workdays per Contract Year, in addition to the holidays recognized by the District and identified in in this Contract.
 - A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the approval of the Board President.
 - B. While vacation days are intended to be used within the Contract year for which they are made available, the Superintendent has through August 15 to use the previous Contract year's vacation days. No payment shall be made for unused vacation days upon termination of this Contract.
- 16. **Disability Leave**. In the event of the Superintendent's mental or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave under ¶ 14 before triggering this paid disability leave. Upon using leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.
 - A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.

- B. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
- C. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.
- 17. *Medical Examination*. The Superintendent shall submit to such medical examinations (including drug or alcohol tests), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by that assignment, with or without reasonable job accommodation(s).
 - A. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by his assignment, with or without reasonable job accommodation(s).
 - B. Any medical or psychological examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
 - C. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
 - D. Any information obtained from medical or psychological examinations or inquiries shall be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.
- 18. *No Tenure in Position.* The Superintendent agrees that he is not granted continuing tenure in the position of Superintendent or in any other administrative capacity by virtue of this Contract or any employment assignment within the District.
- 19. *Performance Evaluation*. The Superintendent's performance shall be evaluated by the Board, at least annually and no later than November 1st of each year. The 2022 evaluation shall be conducted no later than December 15, 2022. This evaluation process shall comply with Section 1249b of the Revised School Code (or its successor provision), using multiple rating categories that account for student growth data as a significant factor. See MCL 380.1249b. The Superintendent shall annually and in a timely manner provide written notice to the Board of its responsibility to evaluate his performance. Subject to the Board's ultimate authority, the Board and the Superintendent will collaborate on the way the Board will evaluate the Superintendent.
- 20. *Nonrenewal.* The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

- 21. Suspension and Termination. The Board is entitled to suspend or terminate the Superintendent's employment at any time during the term of this Contract for a material breach of this Contract or for just cause. The Board and the Superintendent, understanding the importance of reputation and cooperation, commit to bring issues about the performance of this Contract to each other's attention as soon as reasonably possible and to work collaboratively to resolve such concerns in a manner that promotes their respective interests.
 - A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.
 - B. If the Board undertakes to suspend or terminate the Superintendent during the term of this Contract, he shall be entitled to a hearing before the Board, which shall be scheduled no sooner than ten (10) calendar days after providing to the Superintendent written notice of the charges. This timeline may be waived if mutually agreed by the parties.
 - C. The Superintendent may be represented by legal counsel at this hearing, but at his expense.
 - D. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further contractual obligation to the Superintendent.
- 22. Contract Termination by Superintendent. This Contract may be terminated by the Superintendent upon written notice to the Board at least ninety (90) calendar days before the termination date specified in the Superintendent's written notice. The Board, in its sole discretion, may waive part or all of this ninety (90) day notice requirement.
- 23. Arbitration. If an unreconciled dispute relating to any provision of this Contract arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association except as expressly noted below, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
 - A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights); and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
 - B. This agreement to arbitrate means that the Superintendent waives his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate

- such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fees and costs, the parties expressly state their intent that the arbitrator's fees and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding and judgment thereon may be entered in the Eaton County Circuit Court.

- 24. *Limitations Period.* The Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no later than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than twelve (12) months but agrees to be bound by the six (6) month period of limitation set forth in this contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
- 25. *Entire Agreement*. This Contract contains the entire agreement and understanding between the Board and the Superintendent about his employment with the District. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
 - A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
 - B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the Board President and Secretary.
 - C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
- 26. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

- 27. *Applicable Law.* This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- 28. *Counterparts.* This Contract may be executed in one or more counterparts, including by electronic signature, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.
- 29. *Authorization*. This Contract is executed on behalf of the District pursuant to the authority contained in the Board motion adopted on August 8, 2022, and expressly authorized by Board motion adopted on October 24, 2022, the same being incorporated by reference.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

	Superintendent
October, 2022	Dr. Williams Barnes
	Board of Education of Grand Ledge Public Schools
October, 2022	Jon Shiflett, Its President
October, 2022	Nicole Shannon, Its Vice-President
October, 2022	Jarrod Smith, Its Secretary
October, 2022	Sara Clark Pierson, Trustee
October, 2022	Denise DuFort, Trustee
October, 2022	Ben Cwayna, Trustee
October, 2022	Toni Glasscoe, Trustee



NEW BUSINESS A

A. 98C Update

Assistant Superintendent of Academic Services Steve Gabriel will provide the board with information regarding 98C funding.

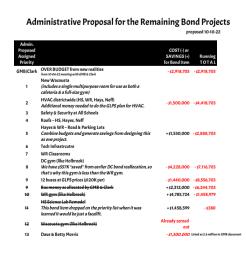


NEW BUSINESS

B. Bond Project Priority Discussion

Superintendent Barnes will lead a discussion with regard to bond project priorities for board input.

Click each image to view larger and in full context.







NEW BUSINESS C

C. 1st Reading of NEOLA Board Policies - 1000 Administration





COMMENTS FROM STAFF & BOARD



FUTURE TOPICS

- Board Bond Advisory Monday, November 14, 2022, 5:00 p.m., Sawdon Room 107
- Board Meeting Monday, November 14, 2022*, 6:00 p.m., Board Room

^{*}Only one meeting in November due to Thanksgiving Recess.



CLOSED SESSION

Attorney/Client Privilege - Per Section 8(1)(e) of the Open Meetings Act, PA 267 of 1976.

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education move into Closed Session for the purpose of receiving confidential Attorney / Client communication, as Per Section 8(1) (e) of the Open Meetings Act, PA 267 of 1976, Metcalf Arbitration.

ROLL CALL VOTE



RECONVENE IN OPEN SESSION

Time: _____



APPROVAL OF SETTLEMENT AGREEMENT AUTHORIZATION

PROPOSED MOTION: I move the Grand Ledge Public Schools Board of Education authorize District legal counsel to negotiate and sign a settlement agreement in the matter of the Metcalf Arbitration for an amount not to exceed the value of Brian Metcalf's employment contract.

ROLL CALL VOTE:



ADJOURNMENT

Time: _____