

**PROCEEDINGS
OF
THE BOARD OF EDUCATION
OF THE
GRAND RAPIDS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN**

OFFICIAL

**BOARD MEETING/ANNUAL ORGANIZATION MEETING
BOARD CHAMBERS, 1331 FRANKLIN, SE**

MONDAY, JANUARY 3, 2017

Meeting called to order at 6:30 p.m., Dr. Baker in the chair.

Present: Baker, Falb, Flores, Grant, Lewis, Matias, Ross, Schottke, Slade – 9.

Absent: 0.

PLEDGE OF ALLEGIANCE

Dr. Baker led the Board and audience in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA

President Baker asked if there were any corrections or additions to the agenda. There being none, the agenda is approved as written.

Motion by Mr. Ross, supported by Ms. Schottke, that the agenda be approved as written.

Carried: Yeas: Baker, Falb, Flores, Grant, Lewis, Matias, Ross, Schottke, Slade – 9.

Nays: 0.

OATH OF OFFICE

Reverend Matias administered the “Oath of Office” to re-elected and newly-elected board members: Mr. Raynard Ross (Second Term), Ms. Jen Schottke (First Term), Ms. Kristian Grant (First Term), and Ms. Katherine Downes Lewis (First Term).

ELECTION OF OFFICERS

Temporary Chairperson

Dr. Baker called for nominations for the office of Temporary Chairperson.

Dr. Falb nominated Dr. Tony Baker. There were no other nominations.

Motion by Dr. Falb, supported by Mr. Ross, that the nominations be closed and the Secretary instructed to cast a unanimous ballot for Dr. Baker as Temporary Chairperson.

Carried.

Temporary Secretary

Dr. Baker, the Temporary Chairperson, appointed Reverend John Matias as Temporary Secretary.

Slate Nominations for Board Officer Positions

Reverend Matias reported that a slate nomination was submitted for the officer positions with the following board members nominated for the respective positions:

President: Dr. Wendy Falb

Vice President: Mr. Raynard Ross

Treasurer: Dr. Tony Baker

Secretary: Ms. Jen Schottke

Dr. Baker requested that if there were any other nominations, they be brought forward. There were none.

Motion by Ms. Slade, supported by Mr. Ross, to accept the slate nomination for the board officer positions and the Temporary Secretary be instructed to cast a unanimous ballot for Dr. Wendy Falb as President, Mr. Raynard Ross as Vice President, Dr. Tony Baker as Treasurer, and Ms. Jen Schottke as Secretary.

Carried.

President Wendy Falb took the seat of the President to preside over the meeting.

CELEBRATIONS

None.

REPORT OF THE STUDENT REPRESENTATIVES TO THE BOARD

None.

PUBLIC COMMENT- AGENDA ITEMS

None.

SECRETARY'S REPORT

Ms. Jen Schottke, Board Secretary provided the following report:

Grand Rapids Urban League: Dr. Martin Luther King Jr. Corporate Breakfast

The Board is invited to attend the annual Dr. Martin Luther King Jr. Corporate Breakfast on January 16, 2017 at 7:00 a.m. at DeVos Place. This year's theme is "Where Do We Go From Here," based on Dr. King's fourth and final book. A table has been reserved for the Board.

Giant's Awards

The Board is invited to the 35th Annual GIANTS Awards & Banquet to honor and celebrate African American individuals and/or organizations that are recognized for their exceptional contributions shaping the history and quality of life of Greater Grand Rapids. The event will take place February 4, 2017 at 6:00 p.m. at DeVos Place.

SUPERINTENDENT'S REPORT

School Board Member Recognition Month

Mr. John Helmholdt, Executive Director of Communications and External Affairs, read the School Board Member Recognition Month Resolution on behalf of Superintendent Neal to express her appreciation for their service and efforts:

SCHOOL BOARD MEMBER RECOGNITION MONTH RESOLUTION

January 2017

WHEREAS, the Governor of the State of Michigan has declared the observance of January 2017 as School Board Member Recognition Month; and

WHEREAS, Grand Rapids Public School Board members represent a tremendous resource as local decision makers who consistently respond to the needs of their community; and

WHEREAS, Grand Rapids Public School Board members represent the voice of this community in serving the interests of our school children and preparing them for the future; and

WHEREAS, Grand Rapids Public School Board members continually strive for improvement and progress in education, with an understanding of the need for commitment to change and growth; and

WHEREAS, the men and women elected by the people as members of the Grand Rapids Public School Board deserve recognition for countless hours of public service to public education in this community;

THEREFORE, BE IT RESOLVED, that I, Teresa Weatherall Neal, Superintendent of the Grand Rapids Public Schools, do hereby declare January 2017 as School Board Member Recognition Month in the Grand Rapids Public Schools. I commend the members of the Grand Rapids Public School Board for their dedicated service to the children of this community and urge all citizens to join me in demonstrating gratitude to these outstanding individuals.

BE IT FURTHER RESOLVED, that the Student Representatives to the Board also be recognized for their dedication and service to the Board in providing input on a wide variety of student issues in the district.

BE IT FURTHER RESOLVED, that this Resolution is recorded in the Proceedings of the Board and a copy be placed on file.

TERESA WEATHERALL NEAL
SUPERINTENDENT,
Grand Rapids Public Schools

January 3, 2017

ACTION ITEM

2017 Regular Board Meeting Schedule Calendar

The 2017 Board of Education Meeting Schedule was presented with no changes requested.

Motion by Ms. Slade, supported by Mr. Ross to approve the Regular Board Meeting Schedule for 2017.

Carried: Yeas: Baker, Flores, Grant, Lewis, Matias, Ross, Schottke, Slade, President Falb – 9.

Nays: 0.

GRAND RAPIDS PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING SCHEDULE
JANUARY 2017 – DECEMBER 2017

TO WHOM IT MAY CONCERN:

PLEASE TAKE NOTICE that the dates and times of all regularly scheduled meetings of the Board of Education of the Grand Rapids Public Schools, a general powers school district, are as follows:

<u>DATE</u>	<u>TIME</u>
* Tuesday, January 3, 2017 (Annual Organizational Meeting).....	6:30 p.m.
* Tuesday, January 17, 2017.....	6:30 p.m.
Monday, February 6, 2017	6:30 p.m.
Monday, February 20, 2017	6:30 p.m.

Monday, March 6, 2017	6:30 p.m.
Monday, March 20, 2017	6:30 p.m.
Canceled - Monday, April 3, 2017	
Monday, April 17, 2017	6:30 p.m.
Monday, May 1, 2017	6:30 p.m.
Monday, May 15, 2017	6:30 p.m.
Monday, June 5, 2017	6:30 p.m.
Monday, June 19, 2017	6:30 p.m.
Canceled - Monday, July 3, 2017	
Monday, July 17, 2017.....	6:30 p.m.
Monday, August 7, 2017	6:30 p.m.
Monday, August 21, 2017	6:30 p.m.
* Tuesday, September 5, 2017	6:30 p.m.
Monday, September 18, 2017	6:30 p.m.
Monday, October 2, 2017	6:30 p.m.
Monday, October 16, 2017	6:30 p.m.
Monday, November 6, 2017	6:30 p.m.
Monday, November 20, 2017	6:30 p.m.
Monday, December 4, 2017	6:30 p.m.
Monday, December 18, 2017.....	6:30 p.m.

NOTE: Meetings marked with an * asterisk vary from the first/third Monday schedule outlined in the Board Governance Policy #4.0 in order to accommodate state/federal holiday periods and training sessions.

PLACE

All meetings of the Board will be held in the Board auditorium of the Rev. Lyman S. Parks Administrative Offices, 1331 Franklin, SE, unless otherwise specifically posted. This notice is given pursuant to the requirements of Public Act 267 of 1976 (Open Meetings Act).

THE BOARD OF EDUCATION OF THE
 GRAND RAPIDS PUBLIC SCHOOLS
 GRAND RAPIDS, MICHIGAN
 (616) 819-2197

Dated: January 3, 2017

 Julie Anderson
 Executive Assistant to the Superintendent

*Minutes of all G.R. Board of Education meetings are kept on file and are available for inspection at the Board of Education Office of the GRPS, 1331 Franklin, SE, during regular business hours.
 The Grand Rapids Public Schools is an Equal Opportunity Institution – F/M/V/D
 If you need special accommodation due to a disability, please contact the Equal Opportunity Office, 1331 Franklin, SE PO Box 117, Grand Rapids, MI 49501-0117 or call 819-2100 prior to the meeting.
 The advance notice will enable us to better accommodate you.*

CONSENT AGENDA

The following items are being presented for the acceptance/approval of the Board:

1. Designation of Staff Responsible to Post Meeting Notices in Accordance with the Open Meetings Act
2. Approval of Minutes
 - a. Regular Board Meeting – December 5, 2016
3. Reports of Committees

- a. Ad Hoc Legislative Committee Meeting – November 21, 2016
 - b. Ad Hoc Legislative Committee Meeting – December 6, 2016
 - c. Finance Committee Meeting – December 19, 2016
4. Business Items
- a. Blandford Program Services Agreement
 - b. Blandford Shared Use Agreement
 - c. Purchases
 - d. Financials – November 2016
 - e. Donation – United Way in partnership with Wolverine Worldwide
 - f. Administrative Appointment
 - g. Student Reinstatement
5. Motions & Resolutions
- a. Dr. Martin Luther King, Jr. Holiday
 - b. Annual Banking and Investment Resolution

Motion by Ms. Slade, supported by Dr. Baker that the Consent Agenda items be approved/accepted minus the Student Reinstatement.

Carried: Yeas: Baker, Flores, Grant, Lewis, Matias, Ross, Schottke, Slade, President Falb – 9.

Nays: 0.

POSTING PUBLIC NOTICE

Designation of Staff Responsible to Post Meeting Notices in Accordance with the Open Meetings Act

In accordance with Open Meetings Act – 5(1), the following staff shall be appointed by the Board of Education as responsible for implementing the notice of requirements of the Open Meetings Act as required by law (i.e. post meeting notices on behalf of the Board). The following staff serve as the Board Assistants Team:

Julie Anderson, Executive Assistant to the Superintendent
Dana Bialk, Executive Assistant to the Superintendent
Cinovia Buchanan, Executive Assistant to the Chief of Staff
Diane Clayton-Triggs, Executive Assistant to the Assistant Superintendent of
Curriculum and Instruction
Sandra Harvey, Executive Assistant to the Assistant Superintendent
of PK-12 Instructional Support
Lisa Krieter, Executive Assistant to the Chief Financial Officer

REPORTS OF COMMITTEE

Ad Hoc Legislative Committee Meeting Minutes

The November 21, 2016 and December 6, 2016 Ad Hoc Legislative Committee Meeting minutes were approved under the Consent Agenda and posted to the District's website.

Finance Committee Meeting Minutes

The December 19, 2016 Finance Committee Meeting minutes were approved under the Consent Agenda and posted to the District's website.

BUSINESS ITEMS

Blandford Program Services Agreement

The Blandford Program Services Agreement was accepted under the Consent Agenda.

PROGRAM SERVICE AGREEMENT
FOR
GRAND RAPIDS PUBLIC SCHOOLS at
BLANDFORD NATURE CENTER

Between

GRAND RAPIDS PUBLIC SCHOOLS

And

BLANDFORD NATURE CENTER

GRAND RAPIDS PUBLIC SCHOOLS

THIS CONTRACT (the "Contract") is made and entered into as of July 1, 2016 between Blandford Nature Center ("Blandford"), a Michigan non-profit corporation located at 1715 Hillburn Ave NW, Grand Rapids, Michigan 49504 and Grand Rapids Public Schools ("GRPS"), a Michigan general powers school district, located at 1331 Franklin Street SE, P.O. Box 117, Grand Rapids, Michigan 49501-0117.

PREMISES

A. GRPS desires to provide its students with access to quality environmental education opportunities.

B. The Parties desire to confirm the terms and conditions under which GRPS will contract with Blandford to provide certain educational programming services in connection with the Blandford.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES UNDER THE CONTRACT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
TERM

- 1.1 Term. The initial term of the Contract shall commence July 1, 2016 and terminate June 30, 2018, with provision for extension.
- 1.2 Contract Extension. The parties shall meet during April, 2018 to consider and negotiate the extension of the Contract for an additional Contract year. For purposes of the Contract, the term "Contract Year" shall mean each one-year period commencing July 1 and ending June 30.
- 1.3 Option to Terminate. Either party may terminate the Contract for any or no reason upon providing thirty (30) days written notice.

ARTICLE II
THE SERVICES

- 2.1 Meaning of the "Services". "Services" to be provided by Blandford generally mean all obligations and responsibilities of Blandford under the Contract, and in particular includes the following Scope of Services:
 - a. Blandford will provide programming for every first and third grade student in GRPS . It is anticipated that there are just under 3000 students.
 - b. Blandford will accommodate up to 60 students (two classes of 30 students) at one time.
 - c. It is anticipated that Blandford will offer a maximum of 10 field trips per month. Field trips will be available September through May and will be spread throughout the year.
 - d. Blandford will hold four days per month for GRPS students provided that teachers register by the fourth week of the prior month. If not, the GRPS held dates will be released to other schools on the first of the month.
 - e. Blandford will randomly survey teachers and students in order to evaluate customer service.
 - f. Blandford will provide a year-end report that provides the number of students swerved by each school in order to readjust contract numbers from year to year.

In order for the above services to be provided, GRPS will do the following:

- a. GRPS teachers will be responsible for selecting the program of their choice. See Attachment A with examples of programs offered by Blandford
 - b. GRPS will provide transportation to Blandford for students.
- 2.2 Additions. Additions to the Services may be made at any time with the written approval of Blandford and GRPS.

- 2.3 Deletions. Deletions from the Services shall be made during the Contract term only for just cause that has been discussed by both parties or with the written approval of Blandford and GRPS.
- 2.4 Limitation of GRPS Obligations. GRPS is not at any time obligated to pay Blandford for Services cancelled due to any act of nature, civil disturbance, fire, flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond GRPS' control.

ARTICLE III
Compensation

GRPS agrees to compensate Blandford for educational programming services in the amount of \$32,500.

ARTICLE IV
Assigned Employees

- 4.1 Background Checks. All Blandford personnel assigned to either full or part time to the Center must undergo background checks in accordance with applicable legal requirements.

ARTICLE V
INDEMNIFICATION AND INSURANCE

- 5.1 Indemnification by Blandford. Blandford shall hold harmless, defend and indemnify GRPS, its Board, and agents and representatives, from all losses, damages, claims, causes of action, liabilities, fees, and costs, of every kind and nature, caused by, relating to or arising from (i) any act, neglect, default, or omission of Blandford Nature Center, or by any person, firm, or corporation employed by Blandford or acting directly or indirectly for or on behalf of Blandford (excluding GRPS employees), in connection with Blandford performance under the Contract.
- 5.2 Indemnification by GRPS. GRPS advises Blandford that it cannot lawfully indemnify it or any other third party. However, to the extent authorized by law, GRPS shall hold harmless, defend and indemnify Blandford, its officers, agents and representatives from all losses, damages, claims, causes of action, liabilities, fees, and costs, of every kind and nature, caused by, relating to or arising from any act, neglect, default, or omission of GRPS, or by any person, firm, or corporation employed by GRPS or acting directly or indirectly for or on behalf of GRPS, in connection with this Contract. However, nothing herein shall waive GRPS, its board members, officers, employees or assigns' right to sovereign, governmental or official immunity.

5.3 Insurance. Blandford shall obtain and maintain in full force and effect the following insurance covering all insurable risks associated with its obligations under the Contract and insuring the interests of itself and GRPS, generally of the following types and limits:

(a) Workers' Compensation Insurance on Blandford employees in accordance with Michigan statutory requirements;

(b) Comprehensive General Liability Insurance, covering the actions, activities and performance of Blandford and its employees and agents assigned under this Contract; coverage to be broad form including contractual liability, not excluding sexual harassment and molestation; limits of coverage shall be no less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate.

If during the Contract, changed conditions or other pertinent factors should in the reasonable judgment of GRPS render the insurance limits inadequate, Blandford will furnish or request such additional coverage as may reasonably be required and available under the circumstances. The limits of coverage as may be agreed upon by the Parties shall not be construed as a limit on Blandford's potential liability to GRPS.

GRPS shall obtain and maintain in full force and effect the following insurance covering all insurable risks associated with its obligations under the Contract and insuring the interests of itself and Blandford, generally of the following types and limits:

(a) Workers' Compensation Insurance on GRPS employees in accordance with Michigan statutory requirements.

5.4 Insurer Qualifications. The insurance must be effected under valid and enforceable policies issued by insurers licensed and admitted to do business in Michigan and have an A.M. Best rating of at least A.VI. Blandford's insurance carrier must be reputable and acceptable to GRPS, but acceptance of any licensed qualifying carrier shall not be unreasonably withheld.

5.5 Evidence of Insurance. GRPS, its Board, and employees shall be named as additional insureds for all insurance policies (excluding Workers Compensation) required by Section 5.3. An approved certificate of insurance evidencing the required insurance and the additional insureds shall be provided to GRPS prior to the commencement of service by Blandford under this Contract or upon request. The required insurance shall not be cancelable, non-renewable, reduced or materially changed without at least thirty (30) days written notice to GRPS. Failure to request or obtain evidence of insurance shall not be construed as a waiver of Blandford obligation to provide the required insurance.

ARTICLE VI
REMEDIES INCLUDING TERMINATION

- 6.1 GRPS Remedies. In addition to any other rights GRPS may have, GRPS shall have the right to declare Blandford in default if, after providing Blandford notice and 30 days to correct, Blandford fails to do so to the satisfaction of GRPS:
- (a) Blandford becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it;
 - (b) Blandford shall refuse to provide the Services when and as directed by this agreement;
 - (c) Blandford shall assign, transfer, or otherwise convey the Contract other than as herein specified;
 - (d) GRPS shall be of the opinion that Blandford is or has been negligently, willfully or in bad faith violating any of the provisions of the Contract and upon notice, fails to correct;
 - (e) Blandford or its agents, servants, or employees have violated any applicable legal requirements;
 - (f) The Services have been provided in a manner that imperils the safety of GRPS staff, students or other persons to whom services are provided;
 - (g) Blandford fails to adhere to the schedules reasonably requested by GRPS Administration.
 - (e) Blandford fails to comply with the anti-discrimination covenant outlined in Article VII, subsection 7.5.
- 6.2 Blandford Remedies. In addition to any other rights Blandford may have, Blandford shall have the right to declare GRPS in default if, after providing GRPS notice and 30 days to correct, GRPS fails to do so to the satisfaction of Blandford:
- (a) GRPS substantially refuses to provide payment on time or support and assistance to allow Blandford to reasonably perform its obligations under the Contract;
 - (b) Blandford shall be of the opinion that GRPS is or has been willfully or in bad faith violating any of the provisions of the Contract, including, but not limited to, in bad faith withholding approvals or imposing directives where the Contract gives GRPS authority to approve or direct;
 - (c) GRPS or its agents, servants, or employees have violated any applicable legal requirements.
 - (d) GRPS becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it.
 - (e) GRPS fails to adhere to the schedules outlined in the agreement and/or reasonably requested by Blandford.
- 6.3 Oversight. Blandford and a designated GRPS School Official shall meet at agreed upon intervals to review the quality of the Services or any other issue that may arise under the Contract. However, nothing herein shall be construed to

deem Blandford staff employees of GRPS or that Blandford and GRPS are joint employers.

- 6.4 Force Majeure. If and to the extent either Party is unable to perform its obligations under this Contract because of any act of nature, civil disturbance, fire, flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond such Party's control, such Party shall be excused from performance of the Contract.

ARTICLE VII WARRANTIES AND REPRESENTATIONS

- 7.1 Binding Contract. Blandford warrants and represents that (i) it is a duly organized nonprofit corporation with full power and authority to enter into and perform the Contract; (ii) all necessary approvals for the execution, delivery; and performance of the Contract by Blandford have been obtained; (ii) the Contract has been duly executed and delivered by Blandford; and (iv) the Contract constitutes the legal and binding obligation of Blandford enforceable in accordance with its terms.

GRPS warrants and represents that (i) it is a duly organized entity with full power and authority to enter into and perform the Contract; (ii) all necessary approvals for the execution, delivery, and performance of the Contract by GRPS have been obtained; (ii) the Contract has been duly executed and delivered by GRPS; and (iv) the Contract constitutes the legal and binding obligation of GRPS, enforceable in accordance with its terms.

- 7.2 General. Blandford and GRPS agree that their representations, warranties and covenants shall survive the execution and delivery, and if appropriate, the termination of the Contract.
- 7.3 Anti-Discrimination. Blandford agrees and covenants that it does not and will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, gender, gender identity and expression, age, sex, sexual orientation, height, weight, pregnancy, disability, veteran, marital status.

ARTICLE VIII COMPLIANCE WITH LAWS AND PLAN

- 8.1 Meaning of "Applicable Legal Requirements". The term "applicable legal requirements" as used in the Contract means all federal, state and municipal laws, ordinances and regulations.

8.2 Compliance with Applicable Legal Requirements. Blandford shall comply with all federal, state, and municipal laws and regulations bearing on the performance of the Contract as referred to throughout the Contract as "applicable legal requirements," Including the Federal Educational Rights Protection Act (FERPA) as outlined in Attachment B. Blandford shall also ensure that any employee, agent or representative who has access to protected student identifiable information is trained on the requirements of confidentiality outlined in Attachment B. Further, Blandford understands that its access to confidential protected student identifiable information is limited to "a need to know" in order to execute its obligations pursuant to this Agreement.

8.3 Change in Applicable Legal Requirements. If there is any change in applicable legal requirements requiring a material change in the Service, then at the request of either Party, the rate(s) of compensation payable under the Contract or other applicable provisions shall be renegotiated in good faith.

ARTICLE IX MISCELLANEOUS

- 9.1 Private Contractor Status. The relationship of Blandford to GRPS is that of private independent contractor, and nothing herein shall be construed to create a partnership, joint venture, agency, joint employer, or fiduciary relationship between Blandford and GRPS.
- 9.2 Non-Assignment. Neither the Contract nor any part of it shall be assigned or subcontracted by Blandford without prior written consent of GRPS.
- 9.3 Notices and Communications. All notices, requests, or other communications related to the Contract shall be made in writing and may be given by personal delivery or depositing the same in the United States mail, postage prepaid, to the signatory on the Contract or his/her authorized successor, addressed as set forth in the beginning of the Contract or a different representative as directed in writing by a Party.
- 9.4 Modifications, Amendments, or Waivers. Modifications, amendments, or waivers of any provision of the Contract may only be made upon the written mutual consent of the Parties.
- 9.5 Completeness of Contract. All prior agreements between the Parties regarding the provision of the Services are hereby terminated. The Contract and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties and no other agreement, oral or otherwise, regarding the subject matter of the Contract, or any part thereof, shall have any validity or bind the Parties.

- 9.6 Waiver of Breach. The waiver by a Party of any breach of any provision of the Contract by the other Party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Contract.
- 9.7 Severability. The terms and provisions of the Contract are severable and if any of them shall be held to be invalid, the Contract shall be interpreted as if such invalid term or provision were not part of the contract.
- 9.8 Attached Appendixes. All of the attached appendices form an integral part of the understandings and agreements between the Parties and are as such a part of the Contract.

GRAND RAPIDS PUBLIC SCHOOLS

Dated: _____

By: _____
Teresa Weatherall Neal,
Superintendent

BLANDFORD NATURE CENTER

Dated: _____

By: _____
Its: President & CEO

Appendices:

Appendix A - Programs

Appendix B - FERPA Compliance Agreement

Blandford Shared Use Agreement

The Blandford Shared Use Agreement was accepted under the Consent Agenda.

GRAND RAPIDS PUBLIC SCHOOLS
AND
BLANDFORD NATURE CENTER

AMENDED AND RESTATED SHARED-USE AGREEMENT

THIS AMENDED AND RESTATED SHARED-USE AGREEMENT ("Agreement") is made as of _____, 2016 (the "Effective Date"), by and between GRAND RAPIDS PUBLIC SCHOOLS, a Michigan general powers school district, ("GRPS"), whose address is 1331 Franklin Street S.E., Grand Rapids, Michigan 49506 and BLANDFORD NATURE CENTER, a Michigan nonprofit corporation ("BNC"), whose address is 1715 Hillburn, NW, Grand Rapids, Michigan 49504.

RECITALS:

- A. GRPS is a general powers school district governed by the Revised School Code, Act No. 451 of the Michigan Public Acts of 1976, as amended, organized and existing by virtue of the statutes of the State of Michigan.
- B. The City of Grand Rapids, Michigan (the "City") is the owner of a 143-acre parcel of property (the "Property"), located in Section 16, Town 7 North, Range 12 West, in the City of Grand Rapids and the City of Walker, Kent County, Michigan, commonly known as the Blandford Nature Center. A portion of the Property is leased by the City to BNC and a portion of the Property is leased by the City to GRPS, as described in more detail below.
- C. BNC is the lessee and occupant of a portion of the Property (the "BNC Leased Property"), pursuant to a Lease and Operation Agreement between BNC and the City, dated April 24, 2012 (the "BNC Lease"), subject to easements, restrictions, encumbrances, and reservations affecting it. The BNC Leased Property is currently occupied as the Blandford Nature Center and consists of all of the Property, excluding the portion of the Property leased by the City to GRPS, as described on Exhibit A attached hereto.
- D. GRPS is the lessee and occupant of a portion of the Property (the "GRPS Leased Property"), pursuant to a Lease between GRPS and the City dated May 1, 2012 (the "GRPS Lease"), as described on Exhibit B attached hereto.
- E. GRPS has constructed, furnished and equipped a new school building (the "Blandford School Building") and related site improvements on the GRPS Leased Property, including but not limited to parking facilities, an access drive with cul-de-sac and entrance gate, from Milo Street to the new Blandford School Building, lighting, an enclosed dumpster area with retaining wall, recreational and landscaping improvements, including but not limited to outdoor tables, tetherball post, bike racks, sidewalks, wood chip trails, basketball backstop, relocation of a totem pole, rain garden, drainage basins and storm water detention areas, and utilities including but not limited to sanitary sewer, water main, fire protection, electric, telephone and fiber optic service. GRPS is the owner and occupant of the Blandford School Building and the related site improvements. The Blandford School Building contains, among other things, classrooms, administrative offices, a community room, community kitchen, toilet rooms, and table storage rooms.
- F. GRPS wishes to continue to operate the environmental education program known as the Blandford Environmental Education Program (BEEP) on the GRPS Leased Property.
- G. The necessary approvals have previously been sought and obtained from all concerned third parties, specifically the Michigan Department of Natural Resources and the City of Walker, Michigan and the City of Grand Rapids, Michigan.

- H. BNC and GRPS desire to (1) permit shared use of the BNC Leased Property and the GRPS Leased Property for the purposes described herein and (2) define the parties' rights and obligations for the ongoing use and maintenance thereof, and they are restating and amending the original Shared-Use Agreement between the parties, dated July 1, 2007, for such purposes.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Grant of Licenses.

- (a) BNC grants to GRPS a nonexclusive license ("GRPS' License") to use a portion of the BNC Leased Property for the uses described below in Section III, which license shall be subject to the terms and conditions set forth in this Agreement.
- (b) GRPS grants to BNC a nonexclusive license ("BNC's License") to, from time to time, use a portion of the Blandford School Building located on the GRPS Leased Property for the uses described below in Section III, which license shall be subject to the terms and conditions set forth in this Agreement.

II. Duration and Effect.

- (a) GRPS' License. The term of GRPS' License shall be coterminous with the term of the BNC Lease, including any renewal terms.
- (b) BNC's License. BNC's License to use portions of the Blandford School Building as described herein shall be coterminous with the term of the GRPS Lease, including any renewal terms.
- (c) Binding Effect; Assignment. This Agreement shall bind and benefit BNC and GRPS and their respective successors and assigns. Provided that they are current on all of their obligations to the other party, either party shall be automatically released from all liability thereafter arising under this Agreement upon the termination of such party's lease with the City for a portion of the Property or such party's sale, assignment or other conveyance of its entire leasehold or ownership interest in the real property benefited or burdened by this Agreement. All rights granted hereunder shall not be further assignable by either party except as an appurtenance to and in conjunction with the sale, assignment or other conveyance of such party's entire leasehold or ownership interest in its portion of the Property, and only with the prior written consent of the other party.

III. Use and Maintenance.

- (a) GRPS' Use. GRPS' License shall entitle it to the following:

- (i) GRPS shall have full use of the various plots of land and extensive trail system comprising the BNC Leased Property, as needed, for educational programs and shall have full access to the BNC Leased Property, including but not limited to classrooms, interpretive building, workshop/garage, barns, and historic buildings, for tours and class projects when such use does not conflict with the scheduled activities of BNC.
 - (ii) The existing farm chicken coop on the BNC Leased Property which is owned by GRPS shall be available for use by GRPS for its egg business program.
- (b) BNC's Use. BNC's License shall entitle it to use of the GRPS Leased Property and all areas of the Blandford School Building except the classrooms and administrative offices, which shall not be available, subject to the terms and conditions set forth below and elsewhere in this Agreement:
 - (i) BNC may use the Blandford School Building, excluding the classrooms and administrative offices, solely for purposes of offering community education programs to local school groups and the general public. Neither the Blandford School Building nor the GRPS Leased Property shall be available for personal use of any BNC employees or other persons. The personal use of the Blandford School Building and the GRPS Leased Property, including but not limited to private parties and receptions, family reunions, anniversaries, birthdays and weddings, is prohibited;
 - (ii) BNC must file GRPS' standard "Building Use Application" with respect to each use, or period of use, of the Blandford School Building and/or the GRPS Leased Property. The Building Use Application shall include, without limitation, the times(s) and purpose of the proposed use of the facility by BNC. Any changes which may occur in the time and purpose of the proposed use after the Building Use Application is filed shall be promptly communicated to GRPS by updating the Building Use Application. All use will be subject to the terms and conditions set forth in GRPS' standard Building Use Application (including the Building Use Rules and Regulations which are part of said Application) and Use of District Facilities Policy #9250 and related Administrative Rule #9250-R, as the same may be amended from time to time at the sole discretion of GRPS. Such requirements include, but are not limited to, the restriction that BNC shall only be permitted to use the Blandford School Building and/or the GRPS Leased Property when such facilities are not being used by GRPS for school functions or activities, including but not limited to functions that are an extension of school daytime programs (i.e., athletics, drama and other student activities); evening academic, vocational and technical programs sponsored by the GRPS Board of Education;

parent(s)/guardian(s)/teacher association business meetings, parent(s)/guardian(s)/teacher/student organizational meetings or parent(s)/guardian(s) council business meetings; special meetings called by the Board of Education, the Superintendent, or administrative staff; uses for elections and meetings to explain school elections; and use pursuant to contractual agreements with employee groups. BNC shall have first priority of use over other local nonprofit groups not directly sponsored by the Board of Education or mentioned above. GRPS shall provide BNC with copies of the current Building Use Application, Use of District Facilities Policy #9250 and related Administrative Rule #9250-R within 60 days of the Effective Date of this Agreement and whenever such documents are amended in the future;

- (iii) BNC staff will be given appropriate key access to the community room during its periods of use between the hours of 6:00 a.m. until 10:00 p.m. No overnight activities shall be permitted;
- (iv) BNC will be required to follow the security and alarm procedures established by GRPS and/or its third party security alarm vendor from time to time. GRPS shall provide the alarm procedures to BNC in writing within 60 days of the Effective Date of this Agreement and whenever such procedures are modified;
- (v) BNC will be responsible for any and all fees assessed by the GRPS security alarm vendor for tripped alarms which occur during periods of BNC use of the Blandford School Building and/or the GRPS Leased Property; and
- (vi) BNC may use the dumpsters on the GRPS Leased Property, but only to dispose of waste and refuse generated from its use of the Blandford School Building pursuant to this Agreement.

(c) Maintenance.

- (i) GRPS' Responsibilities. GRPS shall be responsible for all maintenance and repair of the Blandford School Building and the GRPS Leased Property, including building and ground upkeep, janitorial services, mowing, snow plowing of the driveway that connects the GRPS Leased Property to Milo Street, N.W., landscaping, stormwater runoff facility management and parking lot repairs. GRPS shall be responsible for the repair and/or replacement and ongoing maintenance of its farm chicken coop; provided, however, that GRPS shall be entitled to demolish the farm chicken coop and return the site to its natural condition in the event it wishes to discontinue its egg business program or its responsibility to maintain and repair the farm chicken coop.

- (ii) BNC's Responsibilities. Except for the repair and/or replacement and ongoing maintenance of the chicken coop assumed by GRPS pursuant to Section III(c)(i) of this Agreement, BNC shall be responsible for all maintenance, repair and replacements of improvements and grounds comprising the BNC Leased Property. BNC shall be responsible for cleaning the community kitchen and other areas of the Blandford School Building and shall return such areas to their original condition after each use, except that GRPS shall be responsible for customary janitorial services such as emptying waste baskets and sweeping. To the extent that BNC is licensed to use portions of the Blandford School Building and the GRPS Leased Property, BNC shall assume the responsibility for the cost of the repair of any damage resulting from its use as further described in Section V of this Agreement.
 - (d) Utilities. GRPS shall pay for all utility costs associated with the Blandford School Building and the GRPS Leased Property, including refuse collection on a twelve (12) month basis, and BNC shall pay for all utility costs incurred in connection with its operations on the BNC Leased Property.
 - (e) Building Use Fees. All fees otherwise charged by BNC or GRPS for use of BNC Leased Property or the GRPS Leased Property, as applicable, shall be waived, except for charges for security personnel if such services are necessary or requested and except as provided in Section V below.
- IV. Compliance with Laws. BNC and GRPS shall comply with all laws, rules, regulations and requirements of all public authorities and utilities governing their leasehold and/or ownership interests and use of the GRPS Leased Property and the BNC Leased Property.
- V. Damages. In the event of any loss or theft of personal property or damage to the Blandford School Building or the GRPS Leased Premises caused by BNC, its guests, invitees, licensees or any other person or entity during BNC's use of the Blandford School Building or the GRPS Leased Property pursuant to this Agreement, BNC shall promptly (and in no event later than the next business day after the damage occurs) notify GRPS of the loss, theft or damage. GRPS shall arrange for such replacement or repairs as it deems appropriate and shall initially pay the costs thereof. GRPS may arrange for the repairs to be made by third party contractors or by its own employees on a time and materials basis, and shall invoice BNC for the costs of such repairs within thirty (30) days of the date on which GRPS receives an invoice for such work from a third party contractor or from the date that GRPS completes the repairs if the work is done by its own employees. The invoice shall be sent to BNC by certified mail, return receipt requested. BNC shall promptly pay the costs reflected on the invoice from GRPS. If BNC fails to pay any invoice provided by GRPS within thirty (30) days of the receipt thereof, interest shall accrue on the unpaid amount at the lesser of ten percent (10%) per annum or the maximum rate permitted by law

from the date of BNC's receipt of the invoice (as reflected by the return receipt) until paid in full.

VI. Indemnity.

- (a) To the extent permitted by law, BNC shall defend and indemnify GRPS, its successors, assigns, board members, officers, agents and employees against and hold them harmless from any and all loss, liability, damages, or expense, including without limitation reasonable attorney's fees, based upon any claims, demands, suits or judgments by any person or entity arising out of or in connection with the use of the GRPS Leased Property by BNC, its agents, employees, visitors, invitees or licensees, including but not limited to any personal injury (including death) or property damage, except for liability resulting from the intentional acts or gross negligence of GRPS, its agents or employees.
- (b) GRPS informs BNC that it cannot lawfully indemnify it or any other third party. However, to the extent permitted by law, GRPS shall defend and indemnify BNC, its successors, assigns, shareholders, directors, officers, agents and employees against and hold them harmless from any and all loss, liability, damages, expense, including without limitation reasonable attorney's fees, based upon any claims, demands, suits or judgments by any person or entity arising out of or in connection with the use of the BNC Leased Property by GRPS, its agents, employees, visitors, invitees or licensees, including but not limited to any personal injury (including death) or property damage, except for liability resulting from the intentional acts or gross negligence of BNC, its agents or employees. Notwithstanding the foregoing, GRPS does not waive any defenses it may have as a result of the doctrine of governmental immunity.
- (c) Each party agrees to notify the other party in writing within ten (10) business days of the receipt of any suit or claim related in any way to the GRPS Leased Property and/or BNC Leased Property. Notification to GRPS shall be to the GRPS Risk Manager, 1331 Franklin S.E., Grand Rapids, Michigan 49506. Notification to BNC shall be to Annoesjka Steinman, Blandford Nature Center, 1715 Hillburn, N.W., Grand Rapids, Michigan 49506. Notices shall be in writing and effective upon delivery, if delivered by hand, on the next business day following deposit with a reputable overnight courier for overnight delivery, and three (3) business days following mailing by certified mail, return receipt requested, postage prepaid, with the U.S. Postal Service.

VII. Liability Insurance.

- (a) Throughout the term of this Agreement, GRPS shall provide commercial general liability insurance with respect to the GRPS Leased Property insuring against injury to persons or damages to property, not excluding sexual harassment and molestation, in the minimum amount of \$1,000,000 per occurrence and

\$3,000,000 annual aggregate. Such a policy of insurance shall name BNC as an additional insured and shall provide that the policy may not be canceled, modified or terminated without thirty (30) days prior written notice to BNC. Any contractors hired by GRPS to maintain, repair or replace the GRPS Leased Property shall also provide commercial general liability insurance that meets the requirements of this paragraph.

- (b) Throughout the term of this Agreement, BNC shall provide commercial general liability insurance with respect to the BNC Leased Property insuring against injury to persons or damages to property, not excluding sexual harassment or molestation, in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Such a policy of insurance shall name GRPS as an additional insured and shall provide that the policy may not be canceled, modified or terminated without thirty (30) days prior written notice to GRPS. Insurance maintained by BNC shall be deemed primary to any and all insurance maintained by GRPS. Any contractors hired by BNC to maintain, repair or replace the BNC Leased Property shall also provide commercial general liability insurance that meets the requirements of this paragraph.
- (c) If, during the term of this Agreement, changed conditions or other pertinent factors should in the reasonable judgment of GRPS render the type of insurance and/or the insurance limits inadequate, BNC will furnish or request such additional coverage as may reasonably be required and available under the circumstances. The types and limits of coverage as may be agreed upon by the parties shall not be construed as a limit on BNC's potential liability to GRPS.
- (d) BNC and GRPS shall exchange certificates of insurance within sixty (60) days of the Effective Date of this Agreement reflecting the coverage required by subparagraphs VII (a) and VII (b).

VIII. Miscellaneous.

- (a) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Any assignee will be required to execute an instrument in writing assuming the obligations and liabilities of GRPS or BNC, as applicable, under this Agreement.
- (b) Nothing in this Agreement shall be construed to create any rights or obligations except between the parties, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.
- (c) The failure of any party to strictly enforce the provisions of this Agreement shall not be deemed a waiver of such provision or any remedy available under this Agreement unless so provided in writing signed by the party granting the waiver.

- (d) Except as otherwise provided in this Agreement, all notices required by this Agreement shall be in writing and shall be delivered to the parties at the addresses set forth above, or at such other place designated by like notice to the other party.
- (e) This Agreement may not be amended, altered, or modified unless done so in writing by the party against whom enforcement of any waiver, change, modification, or discharge is sought.
- (f) This Agreement and the exhibits to this Agreement contain all of the representations and statements by each party to the other and express the entire understanding between the parties with respect to the transactions contemplated hereby. All prior communications concerning the subject matter of this Agreement are merged in and replaced by this Agreement.
- (g) The parties acknowledge and agree that: (a) each party and its respective counsel have reviewed and negotiated, or have had the opportunity to review and negotiate, the terms and provisions of this Agreement and have contributed to its review and revision; (b) any rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be used to interpret this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties to this Agreement and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
- (h) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- (i) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. If any provision of this Agreement is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement.
- (j) At the request of either party, GRPS and BNC shall execute a Memorandum of this Agreement in recordable form setting forth the dates of the terms of GRPS' License and BNC's License and such other terms and conditions of this Agreement as either party may desire.
- (k) The parties have signed this Agreement in duplicate and it shall be effective as of the later of the dates set forth below, which date shall be inserted on page 1 as the Effective Date.

The parties have signed this Agreement as of the date set forth below.

GRAND RAPIDS PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

(Date) _____

BLANDFORD NATURE CENTER

By: _____

Name: _____

Title: _____

(Date) _____

#6366645v5

Purchases

The following purchases were approved under the Consent Agenda.

PURCHASING AGENDA
JANUARY 3, 2017 BOARD MEETING

I. General Fund

A. Instructional Supplies, Equipment, and Services

None at this time

B. Support Materials

Development and implementation of a district wide employee wellbeing program at a total cost of \$105,000.00

VENDORS: 1 Aon

C. Stock Inventory

None at this time

II. Other (Special Funds)

A. Instructional Supplies, Equipment, and Services

1. Payment for Kent School Services Network services for the 2016-2017 school year for the Title I Department at a total cost of \$437,500.00 (Funded: Title I Funds)
VENDORS: 1 Kent School Services Network
2. Permission to enter into a contract for staff leadership training for the 2016-2017 school year (including travel and related expenses) at a total estimated cost of \$240,000.00 (Funded: Title II and Steelcase Foundation)
VENDORS: 1 Harvard Leadership Academy

B. Support Materials

Payment for educational training services provided to Innovation Central High School at a total cost of \$26,800.00 (Funded: Centers for Innovation Grant)
VENDORS: 1 Life EMS

III. Building and Sites

A. General Building and Sites Projects

None at this time

B. Sinking Fund Projects

Permission to increase the purchase orders for the Ottawa Hills High School pool dehumidification system, bid package 1 & 2, for the Facilities Management Department in the amount of \$30,000.00. Original contract approved on 12/7/15 and 1/19/16 in the amount of \$711,868.00. New total \$741,868.00. (Funded: Warm, Safe, Dry)
VENDORS: 1 Triangle Associates

Financial Reports-November 2016

The following financial reports were accepted under the Consent Agenda:

On behalf of the Superintendent of Schools, your Chief Financial Officer submits the following:

Business Affairs: Fiscal Reports:

1. Expenditures for the period November 1, 2016 through November 30, 2016.
2. Cash Receipts & Disbursements for the period of November 1, 2016 through November 30, 2016.
3. Debt Retirement Fund Status Report.
4. Building & Site Fund Status Report.
5. General Fund Balance Sheet.
6. General Fund Status Reports.
7. Special Revenue Funds Report.

General Operations, Multi-Funded and Fully Funded Programs
Disbursements for the Period: November 1, 2016 – November 30, 2016

		<u>Operating Funds</u>	
Invoices – Materials and Services			\$10,855,907
Taxes:			
Federal		\$ 719,089	
State		264,378	
City		<u>74,990</u>	
Total Taxes			1,058,457
Payroll:			
Gross Payrolls		8,376,427	
Non-Tax Reimbursements		50,079	
Less:			
Income Tax Withholding	\$1,061,472		
Social Security Withholding	579,184		
Annuities	813,675		
Hospital & Life Insurance	610,796		
Other Deductions	<u>61,566</u>		
Total Deductions		<u>3,126,693</u>	
Net Payroll			5,299,813
Payroll Reclassified to Funds Below			<u>(1,726,024)</u>
Total Operating Funds Disbursement			15,488,153

Building & Sites, Special Revenue, Trust & Agency & Debt Retirement,
Disbursements for the Period: November 1, 2016 – November 30, 2016

		<u>Other Fund</u>	
		<u>Invoices</u>	<u>Payroll</u>
Building & Site Funds	793,994	0	793,994
Special Revenue Funds	819,184	1,724,625	2,543,809
Trust & Agency Funds	42,393	1,399	43,792
Debt Retirement Funds	<u>2,791</u>	<u>0</u>	<u>2,791</u>
Total Other Funds Disbursements	1,658,362	1,726,024	3,384,386
TOTAL DISBURSEMENTS: ALL FUNDS			<u>\$18,872,539</u>

Donation

The following donation was accepted under the Consent Agenda for approval under Policy 9350. Board Policy 9350 requires that the Business Division review any donations with a value greater than \$2,500.

- United Way is partnering with Wolverine WorldWide to donate a pair of shoes for each of the 420 students at MLK Elementary. Size information will be

collected in December, and students will receive shoes in January. This donation is valued at approximately \$10,500.

Administrative Appointment

The following administrative appointment was approved under the Consent Agenda:

- James Teahan, Manager of Design, Construction & Renovation

Student Reinstatement

President Falb requested that a motion be made for the student reinstatement.

Motion by Dr. Baker, supported by Ms. Slade to accept the student reinstatement.

Carried: Yeas: Baker, Grant, Lewis, Matias, Ross, Schottke, Slade, President Falb – 8.

Nays: Flores – 1.

A board member expressed their perspective having been a teacher and employee in the district for over 30 years and feels that the process for reinstatement should be scrutinized more than it is to secure the safety of all employees. The board members feels that when an infraction rises to the level of assault on anyone that it should be reconsidered to send the student back to the same school. The board member feels it sends the wrong message for a culture of academic pursuit and respect for authority and will respectfully vote against the reinstatement.

A board member expressed that there is a process that the board has spent time and board members have been at the reinstatement. Conditions have been met by the student. This is not a place where people are out (of school) for good. This is a place that people can learn to become students and working with children. The board member does not feel that there is evidence that this is causing harm to staff.

A board member shared that they sat on a number of the reinstatements with board colleagues. They spend a lot of time going through the incident, what happened since, what things happened with that student and the parents are with them. This runs an hour or more. Staff from the school is also present. These are students that need an opportunity to be in school and many are out of school for a year and fall behind. There is a lot of thought and consideration involved with the process.

A board member asked for clarification if the board member that opposes the reinstatement feels that if a student commits an assault that under no circumstance should they go back to the same school.

The board member clarified that they do not feel the student should go back to the same school where the incident occurred and feels that sends the wrong message. The board member feels the student deserves a second chance. It sends a message to the staff that the schools lack discipline and consequences. The board member cited that there is a nationwide movement to pushback on restorative justice.

The board member also feels that an offense as severe as an assault that rose to that level of severity of discipline with all things considered by sending them back to the classroom feels that staff would disagree with that. The board member's opinion is consistent and the board has been asked to reinstate students that have more severe circumstances as well as those that have brought weapons to school. The board member believes this message resonates in the community. The board member will be consistent on their vote on these. The board member noted that the student should return to the district at a different school or program that is appropriate. The student should be in a new environment with the opportunity to succeed.

A board member asked if the reinstatement process needs to be looked at again.

The board member expressed that they respect the people who made the decision it is just not a decision they support.

A board member shared that staff is generally there at the reinstatement hearing from the school and tend to not send the student back to the same school unless it is alright with the sending school. The board member asked if the board member had ever sat in on any of the reinstatements and noted that it is very rare to send the student back to the same school.

A board member shared that sometimes the recommendation is that they be reinstated but go to a different school. Those are all options when board members sit in on the reinstatement committee to give those recommendations of a particular case and situation as it is scrutinized. All those options are there when all involved are sitting at the table and presented to answer for their actions.

A board member shared that the board member has a point from the standpoint of decisions made at the board table and how they may affect school climate. Under the leadership of Superintendent Neal the district has made excellent strides and feels the next step is a climate improvement to make sure all students have a greater opportunity to be successful academically. There is something to be said that some students can impact the environment of everyone. This is not cut and dry but may be worth getting more understanding of the process.

President Falb shared that board member's role and responsibility is clear. Their role is in board governance and is not their role to adjudicate reinstatements. It is their role to be present to them and to ensure that due process is followed. There will be a more extensive discussion on role and responsibility at an upcoming meeting. She acknowledged that it is complicated when the board needs to be present to something but are not there to adjudicate or make the decisions. She looks forward to a robust discussion on what their responsibility is at the board work session/orientation.

A board member shared that board members have been participating in the reinstatement hearings and those that have been are impressed with the thoroughness and the ability to discuss them. There is speculation of hypothetical ideas of what problems might be by those that have not participated. The board member expressed concern that the process is being questioned publicly without any knowledge of a problem. There are a lot of people involved in the process and support it.

A board member shared they did not have the opportunity to participate and need a greater understanding of the process and looks forward to learning more.

MOTIONS & RESOLUTIONS

The following resolutions were approved under the Consent Agenda:

Martin Luther King Jr. Holiday

RESOLUTION
MARTIN LUTHER KING, JR. HOLIDAY
January 17, 2017

In recognition of the significant contributions made to the nation and the world by Dr. Martin Luther King, Jr., in the areas of civil rights, human suffering, and world peace; and in further recognition of the federal holiday established in Dr. King's honor, the Board of Education of the Grand Rapids Public Schools offers the following resolution:

WHEREAS, Martin Luther King, Jr., was a prominent and leading figure in the struggle to abolish laws and customs that institutionalized discrimination and segregation against African-Americans and other groups; and

WHEREAS, Dr. King's leadership and influence will give spirited and moral inspiration to generations yet unborn; and

WHEREAS, Martin Luther King dedicated his time, resources, and energy to further the concept of peace and brotherhood; and

WHEREAS, Dr. King organized and participated in the Montgomery bus boycott, the Southern Christian Leadership Conference to teach non-violent and passive resistance, the Albany movement to desegregate public facilities, the March on Washington to address the plight of the poor, the March from Selma to Montgomery to gain the right to vote for Blacks, and the anti-war protest to the war in Vietnam; and

WHEREAS, the above mentioned acts symbolize "the rare mixture of great national pride and a deep commitment to universal humanity exemplified by King's life;" and

WHEREAS, Dr. King's life epitomized the growing hope of light restored to a world stumbling in the darkness of hate, and challenges all men to ensure educational opportunity, brotherhood, and peace throughout the world;

THEREFORE, BE IT RESOLVED, the Board of Education recognizes January 17, 2017, as Martin Luther King Day in the Grand Rapids Public Schools and encourages staff to initiate and implement educational programs and activities appropriate to this occasion.

BE IT FURTHER RESOLVED, guided by the district's emphasis on multicultural education and school improvement, we embrace the day and initiate activities that focus on

improving academic achievement, recognizing cultural diversity, improving race relations, and promoting peaceful co-existence.

BE IT FURTHER RESOLVED, that a copy of this Resolution be placed on file with the official proceedings of the Board of Education.

THE BOARD OF EDUCATION
OF THE GRAND RAPIDS PUBLIC SCHOOLS
Grand Rapids, Michigan

January 3, 2017

Banking and Investment Resolution

The following banking and investment resolution was approved under the Consent Agenda:

GRAND RAPIDS PUBLIC SCHOOLS
COUNTY OF KENT, MICHIGAN

At a regular meeting of the members of the Board of Education of Grand Rapids Public Schools, County of Kent, Michigan (the "School District"), held in the School District on Monday, January 3, 2017.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Member _____ and seconded by Member _____:

WHEREAS, the Grand Rapids Public Schools is a School District duly constituted under Act 451 of the Michigan Public Acts of 1976, as amended ("Act 451"); and

WHEREAS, under the Michigan School Code and Grand Rapids Public School board policy, the school district shall make certain resolutions regarding the deposit and investment of district funds;

NOW, THEREFORE, be it resolved by the Board of Education of Grand Rapids Public Schools that:

1. The Grand Rapids Public Schools Board of Education hereby designates the following financial institutions as approved depositories of district funds:

Chase Bank
Fifth Third Bank
Huntington National Bank
PNC Bank

2. The Board Treasurer, Superintendent, Chief Financial Officer and the Director of Financial Services are authorized as signers on all Grand Rapids Public Schools bank accounts.

3. The Grand Rapids Public Schools Board of Education hereby designates the Chief Financial Officer or Director of Financial Services as Investment Officer, per Board Policy 3300.

4. The Grand Rapids Public Schools Board of Education hereby authorizes the Investment Officer to utilize the following providers for the investment of district funds:

Federated Securities
Fifth Third Securities
JP Morgan Chase
PNC Capital Markets
MBIA CLASS
Michigan Liquid Asset Fund Plus (MILAF)

Upon vote for the adoption of said Resolution, the vote was:

YEAS:

NAYS:

The Resolution was thereupon declared adopted.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Education of Grand Rapids Public Schools, County of Kent, State of Michigan, at a meeting held on January 3, 2017, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Michigan Public Acts of 1976, including in the case of a special or rescheduled meeting, notice by posting at least 18 hours prior to the time set for said meeting.

Dated: January 3, 2017

Secretary, Board of Education

DISCUSSION ITEMS

Reinstatements

President Falb thanked board members especially Reverend Matias and Ms. Slade who have shouldered the majority of the reinstatements and have done extra commitments and been present for them. She wants to even out this responsibility and will talk about how the board will

organize this. This will be communicated with them when they are scheduled and asks that all members participate so that students can return to school.

Work Session

President Falb is planning on a robust agenda that will serve as an orientation to new members and serve as a refresher to experienced board members. The meeting is scheduled for January 9, 2017 from 4:30 p.m. – 7:00 p.m. in Room 101.

2017 Committee Appointments/Scheduling

President Falb requested board members send their requests to her on the committees they wish to serve. The Legislative Committee has been disbanded and legislative updates will be presented at the work sessions. She is adding the Ad Hoc Policy Committee for 2017. Once the chairs are appointed, they will then speak with other members to set the schedule and agenda with the committee members.

Board Retreat

The board will hold a Retreat on January 23, 2017 at 8:30 a.m.

PUBLIC COMMENT – NON-AGENDA ITEMS

The following individuals addressed the Board:

- ◆ Mr. Eric John Szczepaniak – expressed his appreciation and congratulations to the newly elected and re-elected board members and wished board members well. He respected the engagement of the members for expressing their ideas in an open manner.
- ◆ Mr. W. Paul Mayhue thanked the board members for all they do and expressed appreciation for their engagement with one another.

SUPERINTENDENT’S COMMENTS

Superintendent Neal shared that the School Expo is scheduled for January 10, 2017 from 4:00 p.m. – 6:00 p.m. at the Gerald R. Ford Academic Center. It is important for anyone interested in coming to Grand Rapids Public Schools to attend the Expo. Theme school applications are due on January 31, 2017. The first round of selections will be taking place thereafter. She noted that there is a waitlist for some of the schools at this time so encouraged everyone to apply now.

BOARD MEMBER COMMENTS

Dr. Baker welcomed new board members. He recognized governmental colleagues in the audience and looks forward to 2017.

Ms. Slade congratulated the new officers.

Ms. Schottke welcomed new board members to the team and wished everyone a happy new year.

Mr. Ross welcomed new members and Ms. Schottke for her election. He asked folks to spread the word regarding the School Expo and to come and see what is taking place at the Grand Rapids Public Schools.

Dr. Flores wished everyone a happy new year and shared they are blessed to be living in interesting times a repeated quote shared by Mr. John McElheny one of his teachers. ¡Feliz Año Nuevo!

Rev. Matias welcomed new board members and shared the excitement of new ideas and engagement. School starts again and this is the time to steer students to finish school well. He encouraged parents to encourage students that school is exciting and this is a great new year.

Ms. Grant thanked everyone for the warm welcome and looks forward to learning and working with everyone.

Ms. Lewis thanked everyone for the warm welcome and her family and grandchildren.

President Falb welcomed Ms. Grant and Ms. Lewis. She is excited for their unique, powerful perspectives that they bring to the board. She looks forward to their contributions. She thanked everyone who attended the meeting who came out to support both of them. She congratulated Mr. Ross and Ms. Schottke for their election wins. She also thanked Dr. Baker for his leadership as President for the last two years and for the talent he brings to the board. She also welcomed back and thanked all the educators and administrators for their work.

ADJOURNMENT

The Board adjourned at 7:03 p.m.

Secretary

/ja