



PLYMOUTH-CANTON
COMMUNITY SCHOOLS

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**454 S. Harvey
Plymouth, Michigan**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the
School District's business and is not to be considered a public community meeting.

There is a time for public participation during the meeting as indicated in the agenda item Citizens' Comment.

Citizens' Comment Cards must be submitted before the start of the Board meeting per district policy #0167.3

Regular Meeting - Tuesday, November 12, 2024 - 7 p.m.

2024-2025 Meeting Calendar

[Calendar of Board Meetings 2024-2025 \(p. 4\)](#)

Call The Meeting to Order

- o Roll Call
- o Pledge of Allegiance

A. Adoption of Agenda/Approval of Consent Agenda

Action Item #25-11-27

1. Human Resources

New Hires

[New Hires \(p. 5\)](#)

Resignations and Retirements

[Resignations and Retirements \(p. 6\)](#)

2. Approval of Minutes

[Special Meeting Minutes - October 22, 2024 \(p. 7\)](#)

[Regular Meeting Minutes - October 22, 2024 \(p. 8\)](#)

B. Celebrating Success

Yusra Hamadeh and Molly Long - East Middle School Counselors

Presenter: Member Picard

C. Board Committee Reports/Action

1. President's Report

2. Student Performance & Achievement Committee (SPA)-Anupam Sidhu

Next Meeting: Wednesday, December 4, 2024 - 5 p.m.

3. Policy Committee-Patti McCain

Next Meeting: Tuesday, November 26, 2024 - 5:30 p.m.

4. Finance and Operations Committee-Patrick Kehoe

Next Meeting: Thursday, November 21, 2024 - 5 p.m.

5. Student Voice in Action Committee (SVA)-Lauren Christenson

Next Meeting: Monday, November 18, 2024 - 4:30 p.m.

D. Administrative Reports/Recommendations

1. Superintendent's Report

2. Teaching and Learning - Bethany Rayl

2024-2025 Fall Data Review (Strategic Goal A) (Presentation)

[2024-25 Fall Data Review Presentation \(p. 12\)](#)

Action Item #25-11-28: Consider Approval of a Resolution for a New Course (Sports Officiating) (Final Reading)

[Resolution-New Course Proposal \(Sports Officiating\) \(p. 52\)](#)

Action Item #25-11-29: Consider Approval of a Resolution for a Course Name Change & Credit Attainment Proposal (Personal Finance) (Final Reading)

[Resolution-Personal Finance Course Name Changes & Credit Attainment \(p. 54\)](#)

Action Item #25-11-30: Consider Approval of a Resolution for a New Course (Peer-to-Peer Connections) (Final Reading)

[Resolution-New Course Proposal \(Peer-to-Peer Connections\) \(p. 56\)](#)

Action Item #25-11-31: Consider a Resolution to Rename Existing Course (HSE Arts to Peer-to-Peer Connections: Arts) (Final Reading)

[Resolution-Course Name Change \(HSE Arts to Peer-to-Peer Connections Arts\) \(p. 58\)](#)

Action Item #25-11-32: Consider Approval of a Resolution to Rename Existing Course (HSE Foods to Peer-to-Peer Connections: Foods) (Final Reading)

[Resolution-Course Name Change \(HSE Foods to Peer-to-Peer Connections Foods\) \(p. 59\)](#)

3. Finance and Operations - Jill Minnick

Consider Approval of a Resolution for a Fire Alarm System Expansion for Allen Early Learning Academy (First Reading)

[Resolution-Allen Early Childhood Fire Alarm System Expansion \(p. 60\)](#)

Action Item #25-11-33: Consider Approval of a Resolution for the Purchase of Two Rooftop Units (RTUs) for Canton High School (Final Reading)

[Resolution-Purchase Two RTUs for Canton HS \(p. 64\)](#)

E. Citizens' Comments

F. Discussion

Resolution of Support - Protect MI Kids Bill Package to Address the Lack of Effective Statewide Tobacco Prevention Policies

[Resolution of Support-Protect MI Kids Bill Package - Tobacco Prevention \(p. 78\)](#)

G. Follow-up Board Questions

[Follow-up Board Questions from 10-22-24 \(p. 80\)](#)

H. Adjournment

District Vision: P-CCS will deliver an innovative educational experience which propels each student to excellence.

District Mission: P-CCS will develop capable, involved citizens who recognize that they are citizens of the world, use critical thinking skills, and are lifelong learners.

E.J. McClendon Educational Center
454 S. Harvey, Plymouth, MI 48170

Meeting of the Board of Education
2024-2025
(subject to change)

DATE	TIME	MEETING TOPIC	LOCATION
November 12, 2024	5:30 p.m.	Special Meeting	E.J. McClendon Center
November 12, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
November 26, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
December 10, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
January 14, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center
January 28, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center
February 6, 2025	6:30 p.m.	Special Meeting	E.J. McClendon Center
February 11, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center
February 25, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center
March 11, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center
April 8, 2025	5:30 p.m.	Special Meeting	E.J. McClendon Center
April 8, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center
April 22, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center
May 13, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center
May 27, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center
June 10, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center
June 24, 2025	7 p.m.	Regular Meeting	E.J. McClendon Center

Regular meetings of the Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, shall be held on the second and fourth Tuesdays of each month. Exceptions: There will only be one meeting in July (7-23-24), one meeting in December (12-10-24), and one meeting in March (3-11-25).

The Board shall comply with Subtitle A of Title II of the Americans with Disabilities Act of 1990, being Public Law 101-336, 42 USC 12101 et. Seq. or successor law. Requests for reasonable accommodation to participate in the meeting may be made by calling Diane Robertson, Executive Assistant to the Superintendent, at 734-416-3048 for voice & TDD calls or email to diane.robertson@pccsk12.com five days in advance of the meeting. Video recording of any open meeting is permitted with prior approval of the Superintendent. 11-7-24

New Contracts

2024/2025 School Year

<u>NAME/POSITION/SCHOOL CERTIFICATION</u>	<u>HIRE DATE SALARY</u>	<u>DEGREE/UNIVERSITY EXPERIENCE</u>
APOSTOLOU, AMANDA BEHAVIOR SPECIALIST PLYMOUTH CERTIFICATE: BOARD CERTIFIED BEHAVIOR ANALYST: EXP: 10/24/2026	10/30/2024	BA-Alabama MA-Indiana 1 YR SALINE AREA SCHOOLS
GAWENDA, ASHLEIGH K LANGUAGE ARTS/VIRTUAL MENTOR EAST CERTIFICATE: STANDARD TEACHING CERTIFICATE: EXP: 06/30/2029 6-12 BA 6-12 CE	10/28/2024	BA-Univ. of Mich. - Ann Arbor
HOPP-LEE, TAYLOR ELEM. CLSRM. BENTLEY CERTIFICATE: STANDARD TEACHING CERTIFICATE: EXP: 06/30/2027 K-5 ZG K-12 SA	11/11/2024	BA-Eastern Mich. Univ. MA-Wayne State Univ. 2 MO. LINCOLN CON., 5 YRS ROYAL OAK, 3 YRS COLORADO
POLA, ANDREW BIOLOGY/CHEMISTRY CANTON CERTIFICATE: STANDARD TEACHING CERTIFICATE: EXP: 06/30/2029 6-12 DA 6-12 DI	11/18/2024	BA-Indiana MA-Univ of Mich - Dearborn MA+30-Ohio 2 MO. NOVI, 12 YRS GROSSE POINT WOODS, 3 YRS INDIANA

MOTION:

AUTOMATICALLY ACCEPT AS PART OF THE CONSENT AGENDA ACTION.

"Move that the Board of Education approve the new hires as listed above."

MOVED _____ **SECONDED _____** **VOTE _____**

2024/25 SCHOOL YEAR

RESIGNATIONS

NAME, ASSIGNMENT, DATE OF HIRE

HAMMOUD, WASEEM
COMPUTER TECHNICIAN
PCCS EDUC. SUPPORT CENTER
03/16/2015

REASON, EFFECTIVE DATE

Resignation effective December 2, 2024.

RETIREMENTS

NAME, ASSIGNMENT, DATE OF HIRE

DAVENPORT, SUSAN
ACCOUNTING SPECIALIST - ACCTS PAYABLE
ADMIN. BLDG.
03/09/2006

REASON, EFFECTIVE DATE

Retirement effective January 17, 2025.

MOTION:

AUTOMATICALLY ACCEPT AS PART OF THE CONSENT AGENDA ACTION.

"Move that the Board of Education approve the above Leaves, Resignations and Retirements as listed above."

**BOARD OF EDUCATION SPECIAL MEETING MINUTES
October 22, 2024**

The Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, met in a Special Meeting on Tuesday, October 22, 2024, at 6:15 p.m. at the E. J. McClendon Educational Center, 454 S. Harvey Street, Plymouth, Michigan, 48170.

Present: Members Ahmed, Christenson, McCoin, Picard, and Sidhu

Absent: Member Kehoe and Westra

President Christenson called the Special Meeting to order at 6:15 p.m. in the Collaboration Room.

Citizens' Comments:

- Phil Venables spoke about the best interests of students and the UFLI program.

Closed Session:

It was moved by Member Sidhu and seconded by Member Westra to move into Closed Session Pursuant to Section 8(h) of the Open Meetings Act to Consider Materials Exempt from Disclosure by State or Federal Statute, being Attorney-Client Privilege Documents that are exempt from the Freedom of Information Act Pursuant to MCL 15.243(1) (g).

Ayes: Members Ahmed, Christenson, McCoin, Picard, and Sidhu

Nays: None

The motion was carried 5-0

The Board moved into a Closed Session at 6:18 p.m.

A roll call vote was taken.

Ayes: Members Ahmed, Christenson, McCoin, Picard, and Sidhu

Nays: None

The motion was carried 5-0

Administrators Present: Dr. Monica L. Merritt, Superintendent of Schools
Ms. Jill Minnick, Chief Finance and Operations Officer
Ms. Bethany Rayl, Chief Academic and Innovation Officer

Others Present: Ms. Diane Robertson, Executive Assistant to the Superintendent and Board
Ms. Lorie Steinhauer, Collins and Blaha Legal Counsel
Ms. Daria Majewski, Collins and Blaha Legal Counsel

It was moved by Member McCoin and seconded by Member Sidhu to adjourn the Closed Session at 6:54 p.m.

Ayes: Members Ahmed, Christenson, McCoin, Picard, and Sidhu

Nays: None

The motion was carried 5-0

President Christenson adjourned the Special Meeting at 6:55 p.m.

Judy Westra
Secretary, Board of Education

BOARD OF EDUCATION REGULAR MEETING MINUTES
October 22, 2024

The Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, met in a Regular Meeting on Tuesday, October 22, 2024, at 7 p.m. at the E. J. McClendon Educational Center, 454 S. Harvey Street, Plymouth, Michigan, 48170.

President Christenson called the Regular Meeting to order at 7 p.m. in the Boardroom.

Present: Members Ahmed, Christenson, McCoin, Picard, and Sidhu

Absent: Members Kehoe and Westra

Administrators Present: Dr. Monica Merritt, Superintendent of Schools
Dr. Liz Vartanian-Gibbs, Assistant Superintendent of Student & Family Engagement
Mr. Kurt Tyszkiewicz, Assistant Superintendent of Student Services
Ms. Jill Minnick, Chief Finance and Operations Officer
Ms. Bethany Rayl, Chief Academic and Innovation Officer
Dr. Denise Lilly, Executive Director of Elementary Education
Mr. Matthew Lents, Director of Capital Programs and Facilities
Mr. Kevin Karr, Executive Director of Curriculum, Instruction, Assessment & Prof. Dev.
Ms. Rania Hammoud, Curriculum Coordinator, Social Studies, World Language, Climate

Others Present: Ms. Diane Robertson, Executive Assistant to the Superintendent and Board
Ms. Sae Pawar, SVA Student Co-Chair
Mr. Josh Patterson, SVA Student Co-Chair
Mr. Jeff Higgins, Plante Moran Partner-CPA
Ms. Renee Esper, Plante Moran Audit Manager

President Christenson led the Pledge of Allegiance.

A. Adoption of the Agenda/Approval of the Consent Agenda

Action Item #25-10-24: It was moved by Member Sidhu and seconded by Member Picard to Adopt the Agenda and the Consent Agenda as presented. The Consent Agenda consisted of New Hires, Leaves, Special Meeting Minutes of October 8, 2024, Regular Meeting Minutes of October 8, 2024, and Final Reading Policies.

Ayes: Members Ahmed, Christenson, McCoin, Picard, and Sidhu

Nays: None

The motion was carried 5-0

New Hires

Fournier, Diane	MTSS Academic Instructional Support Teacher Starkweather Academy	Effective 10-28-24
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Leaves of Absence

VanValkenburg, Lauren	Counselor (Non-Instructional) Canton High School	Childcare Leave of Absence Effective 9-19-24 to 12-10-24
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Approval of Minutes

The Special Meeting Minutes of October 8, 2024, and Regular Meeting Minutes of October 8, 2024, were approved as presented.

Final Reading Policies

- Policy #9150 - School Visitors-Combined

B. Celebrating Success

Member Sidhu presented Ms. Jordan Fisher, a media center paraprofessional at Tonda Elementary, with the Mary Beth Carroll Extra Miler Award in recognition of her dedication to nurturing and maintaining the school's garden spaces. Often working after hours, Jordan's creativity and care greatly enhance Tonda's positive and inviting atmosphere for students, staff, and families.

Parent volunteers Steve and Gretchen Harrington were also honored with V.I.P. Awards for their steadfast support of the Tonda school community. Through their organization of student sports leagues, including flag football and baseball, they provide students with opportunities to engage in activities and create lasting memories. Their commitment and many hours of hard work make these valuable programs possible, and their contributions are greatly appreciated.

C. Board Committee Reports/Action

Presidents Report – Lauren Christenson

President Christenson shared highlights from the recent Wayne RESA General Membership meeting, which she attended along with Members McCoin and Sidhu. The meeting covered key topics, including details on the crucial Wayne County Enhancement Millage renewal. Attendees also received updates from MASB on current legislative initiatives and participated in a workshop focused on discussing legislative priorities to support student success.

Student Performance and Achievement Committee (SPA) - Anupam Chugh Sidhu

Member Sidhu shared that the SPA Committee has not met since the last Board meeting. The next SPA meeting is scheduled for November 6, 2024, at 5 p.m. in the Boardroom, and everyone is encouraged to attend.

Policy Advisory Committee - Patti McCoin

Member McCoin shared that the Policy Committee has not met since the last Board meeting. The next Policy meeting is scheduled for November 26, 2024, at 5:30 p.m. in the Collaboration Room at the E.J. McClendon Educational Center, and everyone is encouraged to attend.

Finance and Operations Committee - Patrick Kehoe

Member Christenson shared that the F&O Committee met on October 17, 2024, and reviewed the 2023-2024 Fiscal Year-End Audit Presentation as well as Farrand Elementary School bond updates. The committee also discussed the purchase of rooftop units for Canton High School and a summer tax levy. The next F&O meeting is scheduled for November 7, 2024, at 5 p.m. in the Boardroom at the E.J. McClendon Educational Center, and everyone is encouraged to attend.

Student Voice in Action Committee (SVA) - Lauren Christenson

Sae Pawar and Josh Patterson, SVA student co-chairs, shared that the SVA committee met on October 21, 2024, welcomed new members, and tried food samples from the P-CCS Food and Nutrition Services to provide feedback. The meeting also included a presentation on mental health and wellness by Ms. Kathy Grodus, Mental Health Manager and Psychologist, and Ms. Liz Vartanian-Gibbs, Assistant Superintendent of Student and Family Engagement. The next SVA committee meeting will be held on November 18, 2024, at 4:30 p.m. at Discovery MS auditoria, and everyone is encouraged to attend.

D. Administrative Reports/Recommendations

Superintendent's Report

Superintendent Merritt reminded the community of the Wayne RESA Millage Renewal, appearing on the November ballot. This renewal has been a critical source of funding for Wayne County schools, supporting career technical education, special education, class size reduction, and school safety.

She also encouraged the community to join in celebrating Principal Appreciation Month, recognizing the dedication of P-CCS principals who work tirelessly to support students and staff, often arriving early and staying late to build a positive school culture. She expressed gratitude for the talented leadership within P-CCS.

Additionally, she spoke about the exceptional work of Director of School Safety Josh Meier and his team, who were recently featured by Channel 4 (WDIV) for their proactive approach to student safety. The segment showcased the district's Security Operation Center, emphasizing the importance of increased state funding to further enhance school safety. P-CCS takes pride in its high standards for school safety and remains committed to ongoing improvements in this area.

Finally, Superintendent Merritt shared that the Rock Cafe, run by students in P-CCS's award-winning culinary program, has reopened for the 2024-2025 school year. Guided by chefs Diana Woodward, Polly Brown, and Andy Lehmann, students handle everything from menu design to meal preparation and restaurant management. Open to the public, the Rock Cafe invites the community to enjoy a meal and support this outstanding student-led program.

Finance and Operations – Jill Minnick

2023-2024 Annual Audit-Plante Moran (Presentation)

Representatives from Plante Moran, Mr. Jeff Higgins, Partner, and Ms. Renee Esper, Audit Manager, provided a comprehensive overview of the district's 2023-2024 Annual Financial Audit Reports, which is required by state auditing standards. Their findings included a clean, unmodified audit opinion, which is the highest level of assurance. The presentation covered the audit process and provided detailed insights into the district's revenue, expenditures, foundation allowance, enrollment numbers, and a historical overview of the district's fund balance. Ms. Jill Minnick, Chief Finance and Operations Officer, thanked Ms. Jody Malbon, Director of Finance and Accounting, and the entire finance team for their dedication and assistance throughout the audit process. Superintendent Merritt also expressed appreciation to Ms. Minnick for her oversight and strong leadership.

Board members were given an opportunity to comment and ask questions.

First Reading Resolutions

- Consider Approval of a Resolution for the Purchase of Two Rooftop Units (RTUs) for Canton High School. Ms. Jill Minnick, Chief Finance and Operations Officer, provided an overview of this recommendation, which is necessary to replace units that are beyond their useful life and no longer functional. Trane, U.S., Inc. is the recommended vendor at a cost of \$89,893.32, including installation. This project will be funded with 2020 and 2023 bond funds. (First Reading)

Board members were given an opportunity to comment and ask questions.

Final Reading Resolutions

- **Action Item #25-10-25:** It was moved by Member McCoin and seconded by Member Ahmed to Approve a Resolution for Annual Financial Audit Reports for Fiscal Year 2023-2024 (First and Final Reading)

Ayes: Members Ahmed, Christenson, McCoin, Picard, and Sidhu

Nays: None

The motion was carried 5-0

- **Action Item #25-10-26:** It was moved by Member Ahmed and seconded by Member Picard to Approve a Resolution for the Purchase of a Chiller Unit for Plymouth High School. This recommendation is being brought forward to replace a chiller damaged beyond repair during a storm in June 2024. Trane U.S. Inc. is the recommended vendor at a cost of \$178,582.04. The cost of this purchase will be funded with insurance claim proceeds from SetSeg, the district's liability insurance carrier. (Final Reading)

Ayes: Members Ahmed, Christenson, McCoin, Picard, and Sidhu

Nays: None

The motion was carried 5-0

Teaching and Learning - Beth Rayl

P-CCS Elementary Program Highlights (Presentation) (Strategic Goal A)

Dr. Denise Lilly, Executive Director of Elementary Education, presented a detailed overview of P-CCS Elementary School Programs. Her presentation highlighted various aspects of academic instruction, student engagement, and the supportive culture and climate thriving in our district's elementary schools. Multiple slides were reviewed showing how these initiatives foster a well-rounded educational experience for our youngest learners and align with the district's Dynamic Plan. Dr. Lilly also reviewed key supports that were implemented to support students and spoke about the positive impact provided through instructional coaching, co-teaching, and collaboration. She also addressed recent questions about instructional guidelines and class schedules. In closing, she expressed appreciation to P-CCS teachers and administrators for their tireless work to support our students.

Board members were given an opportunity to comment and ask questions.

First Reading Resolutions

- Consider Approval of a Resolution for a New Course (Sports Officiating). The P-CEP physical educational team proposes adding Sports Officiating as a new one-semester elective course for 10th-12th grade students. This course gives students the knowledge and skills to become sports referees, umpires, and judges. The proposed cost for materials for the course (\$1,250) and course development (\$780) with a total of \$2,015. This course will be implemented during the 2025-2026 school year and beyond. (First Reading)

- Consider Approval of a Resolution for a Course Name Change and Credit Attainment Proposal. P-CCS social studies department members are bringing a recommendation forward to integrate the personal finance content expectations into two existing courses. This proposal is for the renaming of Political and Economic Systems (PES)-Economics to Political and Economic Systems (PES)-Economics and Personal Finance and also renaming Advanced Placement (AP) Macroeconomics to Advanced Placement (AP) Macroeconomics and Personal Finance. Additionally, this proposal would approve increasing the credit earned in each course from $\frac{1}{2}$ to 1.0 while allowing them to remain as one-semester courses. (First Reading)
- Consider Approval of a Resolution for a New Course (Peer-to-Peer Connections). Members of the P-CEP team propose adding this new one-semester elective course for 11th and 12th-grade students. Peer-to-Peer Connections is a general education course designed to foster positive peer relationships between neurotypical and neurodiverse students. Students in general education will learn about special needs populations, leadership, and advocacy, while students who receive special education services will develop increased independence and social skills. This course will be implemented during the second semester of the 2024-2025 school year and beyond. (First Reading)
- Consider Approval of a Resolution to Rename Existing Course (HSE Arts to Peer-to-Peer Connections: Arts) Members of the P-CEP Team propose changing the name of the HSE course to align all similar programming to a standard name structure. There would be no cost for this proposed course name change. This change would be implemented during the 2025-2026 school year and beyond. (First Reading)
- Consider Approval of a Resolution to Rename Existing Course (HSE Foods to Peer-to-Peer Connections: Foods). Members of the P-CEP team propose changing the name of the HSE course to align all similar programming to a standard name structure. There would be no cost for this proposed course name change. This change would be implemented during the 2025-2026 school year and beyond. (First Reading)

E. Citizens' Comments

- Natalie Sharpe spoke on raising awareness of the benefits of riding bikes to school
- Darrin Silvester, Sara Tebben, Shanel Talbert, Toni Conell, Ginny Yurich, and Katie Bennett spoke about elementary recess time.

F. Follow-up Board Questions

- A board member asked for clarity on the bid threshold for purchase services and Board approval.
- A board member asked the Plante Moran representative how does the amount of debt service P-CCS carries in the General Fund compare to other districts our size.
- A board member inquired about the number of P-CCS physical education teachers currently certified as sports officials.
- A board member requested information on research regarding on the optimal length of recess time.

Discussion - Member Sidhu shared information about a resolution she would like the Board to consider, which supports senate bills being drafted that will implement stricter penalties for establishments that sell tobacco and vaping products to minors. She will share this resolution with President Christenson for consideration at the next Board meeting.

G. Adjournment

President Christenson adjourned the Regular Meeting at 9:29 p.m.

Judy Westra
Secretary, Board of Education

2024-25 Fall Data Review



PLYMOUTH-CANTON
COMMUNITY SCHOOLS
GLOBALLY FOCUSED. LOCALLY CONNECTED.

***P-CCS
Board of Education
Meeting on
November 12, 2024***

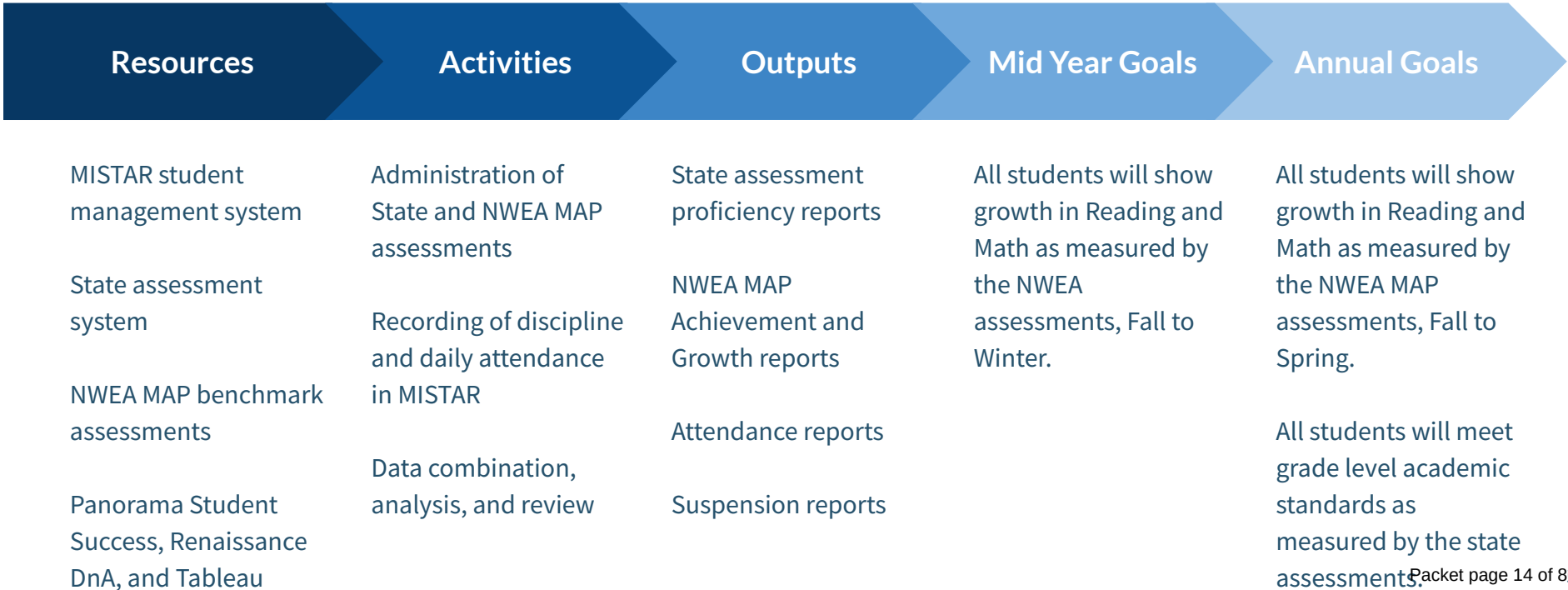


Purpose of Tonight's Presentation

- Reconfirm the mode of instruction for 2024-25
- Provide an update on progress toward the goals and strategic objectives in the P-CCS Dynamic Plan
- Share an overview of available data from the fall
- Explain the connection between the data and our Multi-Tiered System of Supports (MTSS)

Data Presentation Logic Model

Problem statement: To provide transparency and to ensure achievement for all students and elimination of achievement gaps, a comprehensive data review is needed to understand how students perform on state standards, their current level of achievement, and their growth in comparison to similar peers. Additional academic, attendance, discipline, and social-emotional data are reviewed that may contribute to student achievement.



Continuity of Learning Plan (ECOL) for 2024-2025

In-person instruction for all Early Childhood through post-secondary programs.

Virtual option for students in grades 3 through 12.



PLYMOUTH-CANTON
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P-CCS Dynamic Plan: Goals & Objectives

STRATEGIC GOALS:

- A** P-CCS will increase achievement for all students and close achievement gaps.
- B** All P-CCS students and staff will report they feel physically, psychologically, and emotionally safe and represented at school.
- C** P-CCS will increase, enhance, and sustain community partnerships to improve student outcomes, student and family engagement, student enrollment, and opportunities.
- D** P-CCS will incorporate student voice and input throughout the educational experience.
- E** P-CCS will be recognized as a leader and innovator for student learning and growth.

Teaching & Learning Strategic Objectives:

TL-I: Ensure all students increase their achievement and performance to a level of proficiency or higher and eliminate gaps in achievement and performance between demographic groups.

TL-V: Review, revise, and consistently implement a comprehensive and culturally responsive Multi-Tiered System of Supports to provide the needed support for the academic, social-emotional, and behavioral growth of all PreK through post-secondary students.

Key Findings: Overview



‘Satellite Data’

- Large grain size
- Illuminate patterns
- Point us in a general direction for further investigation

Demographics

Attendance

Behavior

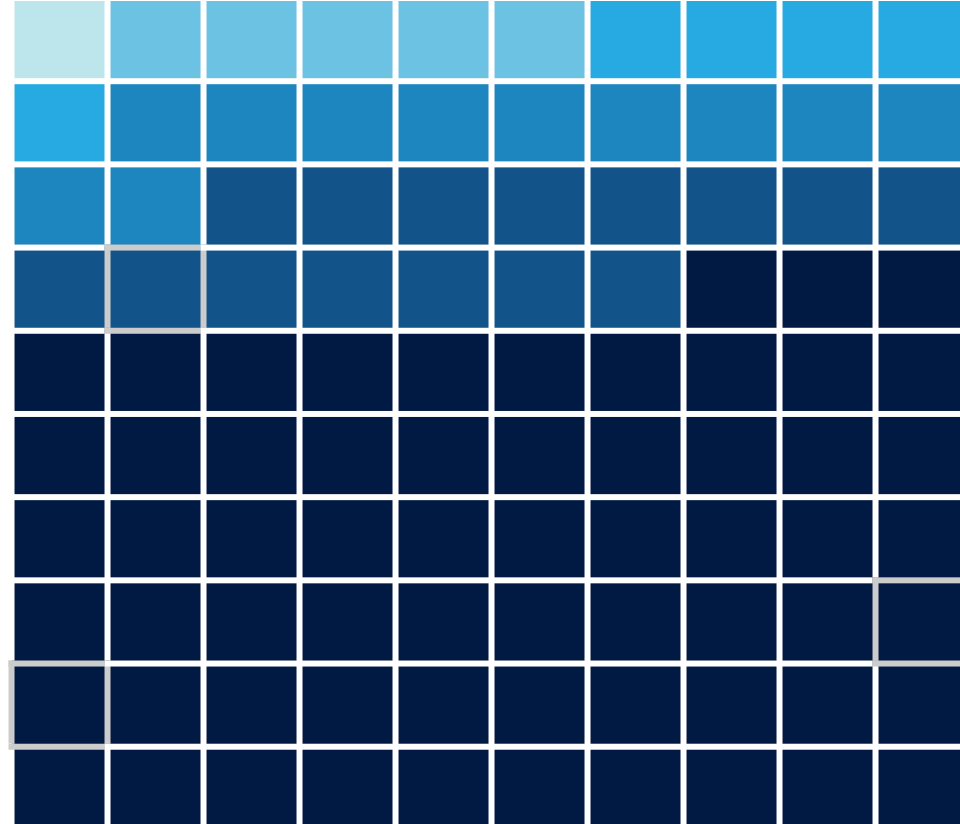
Achievement

State
Assessment

Benchmark
Assessment

Key Findings: Student Demographics

Race/Ethnicity



<1% Amer. Indian or Alaskan Native,
Native Hawaiian or Other Pacific Isl.

5% Hispanic

5% Two or More races

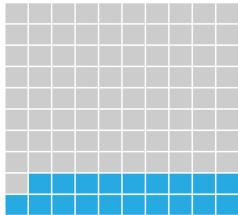
11% Black or African American

15% Asian

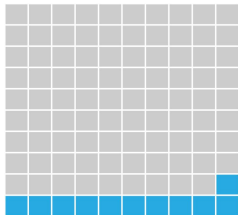
63% White

Key Findings: Student Demographics Unofficial

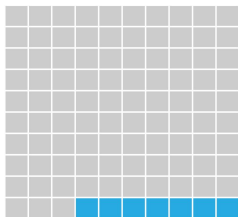
Additional student groups



19% **Economically Disadvantaged** (about 3,100 students)



11% **Students with an IEP** or individualized education program (about 1,750 students)



7% **Multilingual Learners** (about 1,120 students)

Attendance

Key Findings: Average Daily Attendance Rate Trend

Attendance is improving.

	Official 21-22	Official 22-23	Official 23-24	Unofficial 24-25 Fall	Trend	Change from 21-22
All Students	91.8%	92.5%	92.7%	94.9%		↑ 3.1%
American Indian or Alaska Native	91.3%	92.7%	93.0%	94.2%		↑ 2.9%
Asian	93.4%	93.3%	93.3%	95.3%		↑ 1.9%
Black or African American	89.0%	89.8%	90.6%	93.8%		↑ 4.8%
Hispanic	91.6%	91.8%	92.1%	94.2%		↑ 2.6%
Two or More Races	91.1%	92.3%	92.8%	94.7%		↑ 3.6%
White	91.9%	92.8%	93.0%	95.1%		↑ 3.2%
Economically Disadvantaged	87.8%	89.1%	89.5%	92.8%		↑ 5.0%
Students with IEPs	89.3%	90.0%	90.3%	92.9%		↑ 3.6%
Multilingual Learners	91.8%	92.0%	91.5%	94.0%		↑ 2.2%

Attendance is counted if a student is present 50% or more of the school day.

Key Findings: Percent Chronically Absent Trend

Chronic Absenteeism is decreasing.

	Official 21-22	Official 22-23	Official 23-24	Unofficial 24-25 Fall	Trend	Change from 21-22
All Students	25.5%	22.0%	21.3%	14.4%		✓ -11.1%
American Indian or Alaska Native	35.7%	20.4%	22.5%	15.7%		✓ -20.0%
Asian	19.8%	21.2%	21.3%	13.3%		✓ -6.5%
Black or African American	37.1%	35.0%	31.9%	18.9%		✓ -18.2%
Hispanic	29.2%	27.3%	24.4%	16.0%		✓ -13.2%
Two or More Races	27.9%	23.5%	20.4%	14.8%		✓ -13.1%
White	24.3%	19.3%	19.2%	13.7%		✓ -10.6%
Economically Disadvantaged	44.1%	38.7%	38.0%	22.6%		✓ -21.5%
Students with IEPs	35.8%	32.9%	30.4%	21.8%		✓ -14.0%
Multilingual Learners	27.7%	26.5%	31.5%	17.5%		✓ -10.2%

Behavior

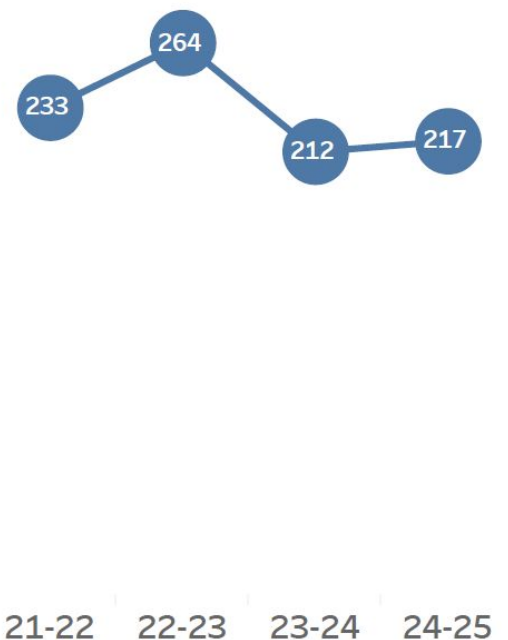
Key Findings: Behavior

Suspensions

Total suspensions in the Fall maintain lower trend.

Count of Suspensions

September & October Trend



Achievement

State Assessment: Purpose



WHY?

State and federal laws require schools to assess student learning every year in specific grade levels and content areas.

Measure how much a student knows in terms of the **state content standards** (M-Step) & measure if students are **college ready** (PSAT/SAT) or on track to being college ready. Data shown as Percent Met (Proficient or Advanced).

Provide stakeholders with information on how students, schools, and districts are performing.

For the State to target **supports and resources** for schools that need them most.

State Assessment: Metrics

Achievement: Percent Met

Reports display the **percent of students who achieved the Proficient or Advanced** performance level (Meeting state standards or On Track for College Readiness)

State Assessment: Key Findings

Comparing the percent of students proficient or advanced in the same grade from 22-23 to 23-24:

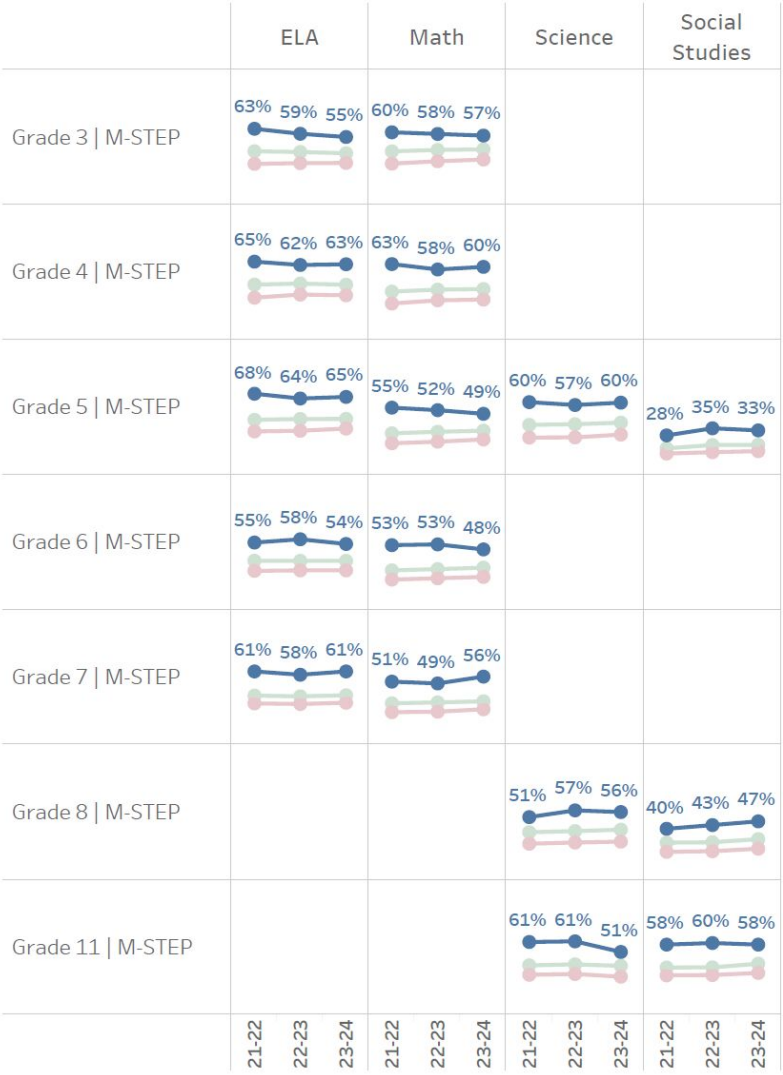
- Progress was made in English Language Arts in grades 4, 5, and 7.
- Progress was made in Mathematics in grades 4, and 7.
- Progress was also made in Science in grade 5 and Social Studies in grade 8.
- Performance in English Language Arts and Mathematics in grades 8 and 11 are new with the redesigned PSAT/SAT. Comparison to prior years is not recommended.

Key Findings: State Assessment Trend

M-Step Percent Met

All Students

Legend:
P-CCS
 Wayne RESA
 Statewide



PSAT/SAT Purpose & Changes

Purpose: SAT Suite of Assessments help students and educators assess student progress toward the skills and knowledge needed to be successful in college and career.

Changes in Spring 2024: Fully digital | Two-stage computer adaptive | Shorter | Math: Calculators allowed throughout | Reading & Writing: Shorter passages with one question tied to each

Math results look different across state when compared to Paper & Pencil versions in the past.

What does “College Ready” mean?

Cut scores are based on a 75% chance of earning at least a C in first-semester, credit-bearing college courses in that subject area.

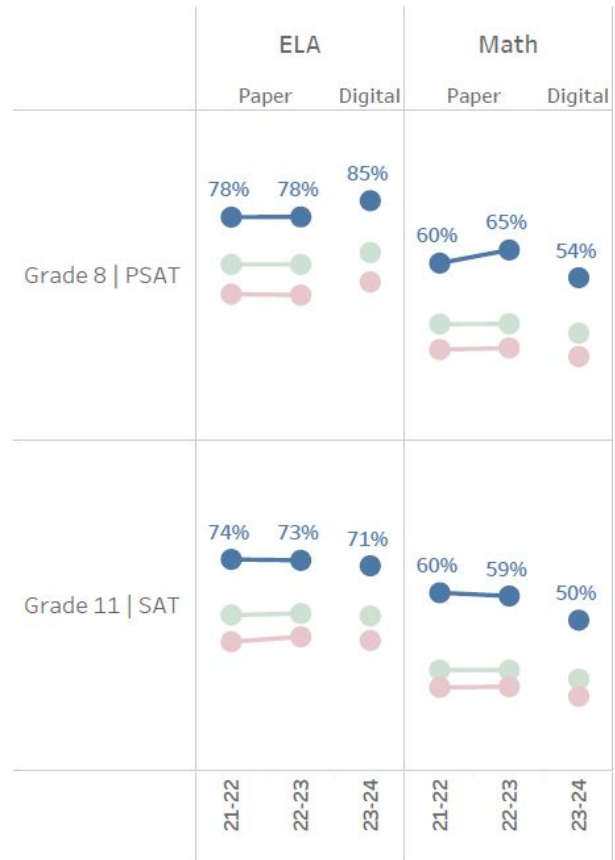
[Benchmarks – SAT Suite | College Board](#)

Key Findings: State Assessment Trend

PSAT/SAT Percent Met

All Students

Legend:
P-CCS
 Wayne RESA
 Statewide



Note similar shifts from paper to digital for all districts in Wayne RESA and Statewide

NWEA MAP: Purpose



NWEA MAP serves a different purpose than the state assessments.

These tests are designed to measure **student achievement** and **growth over time** and their national norms provide a **comparison to typical students**.

Scores are **descriptive, not prescriptive**. Scores show where students are; not where they ought to be.

Combined with other information, NWEA MAP data informs:

Student goal setting, additional support decisions for students, Individual Reading Improvement Plans (IRIPs), 31a identification, Title I support identification, Talented & Gifted (TAG) identification, teacher instructional planning, school/district program improvement, educator evaluations

NWEA MAP: Fall, Winter, & Spring at P-CCS



WHY?

Fall

Fall data are intended to give teachers and leaders a **starting data point** to describe where individual students and groups of students are academically at the beginning of the year, compared to a national norm.

Winter

Winter data serve as an important **checkpoint at the middle of the year** to help support instruction, intervention planning & monitoring, reading improvement plans, advanced course placement, and other programming decisions. Winter and Fall scores are also used to identify students for the Talented & Gifted Program (TAG).

Spring

Spring data are used, along with other information, to indicate **where students are at the end of the year**, describing **how much they grew**, compared to a national norm.

NWEA MAP: Changes for Spring 2025

State legislature updated language in the State School Aid Act regarding approved funding for benchmark assessments (p.101, Section 104h, [Public Act 120 of 2024](#)). Michigan Department of Education updated guidance and clarified language for districts after the start of this school year (October 2024).

Requirement: Students in grades K-8 are to be assessed in mathematics and reading in the Fall (first nine weeks) and in the Spring (last marking period).

P-CCS will administer the NWEA MAP in the Fall, Winter, and Spring in grades Y5K/K-8 for the 2024-25 school year and re-evaluate the plan for future school years to best meet all needs.

NWEA MAP Growth
Grades Y5K/K-8

Fall
September 23 -
October 11

Winter
January 21 -
February 7

Spring
May 5 -
May 23

NWEA MAP: Clarifying concepts & terms

Represented in
the following
reports

Adaptive. Most students answer about half of the questions correctly (common on adaptive tests). Designed to **meet students where they are** to capture all ranges of achievement. Students may see content above, at, or below their grade level.

RIT. Measures student achievement and growth. Stands for Rasch unit and is a measurement **scale developed to simplify the interpretation** of test scores. It is an equal-interval scale, like feet and inches on a ruler.

Achievement percentile. A normative statistic that describes where a student is in **comparison** to similar students in the norm group.

RIT projection. What a **typical student grows** in RIT points. Based on the average RIT growth of students in the same grade, at the same level, in the same subject, and with the same instructional exposure.

Met growth projection. A normative statistic that indicates if a student is **at or below the typical (or average) growth for similar students**. Does not indicate level of growth. Often displayed at percent of students who met their projection.

Conditional growth percentile. A normative statistic that describes **how much a student grew** in **comparison** to similar students in the norm group.

NWEA MAP: Achievement and Growth

Key Findings

Achievement

P-CCS is a high performing district. All grade levels performed well above the national norm in Reading and Mathematics. Most student groups performed within or above the national average range.

Growth

Most grade levels and all student groups performed within or above the Fall to Fall national norm growth expectations.

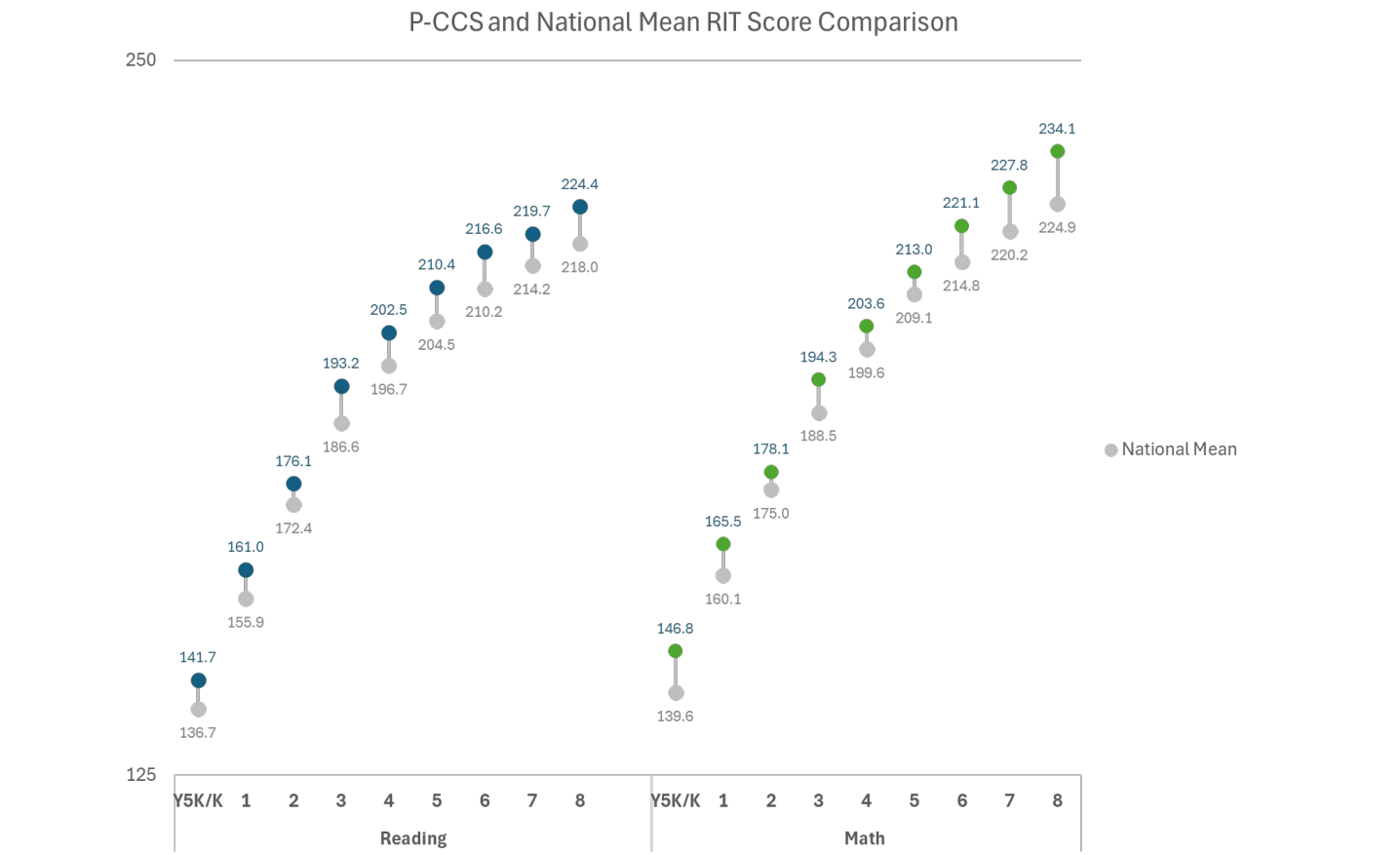
Key Findings:
NWEA
Fall 2024

Achievement
by Grade

District
Average RIT

P-CCS ranks high nationally in overall grade-level achievement

- Legend
- Reading
 - Math

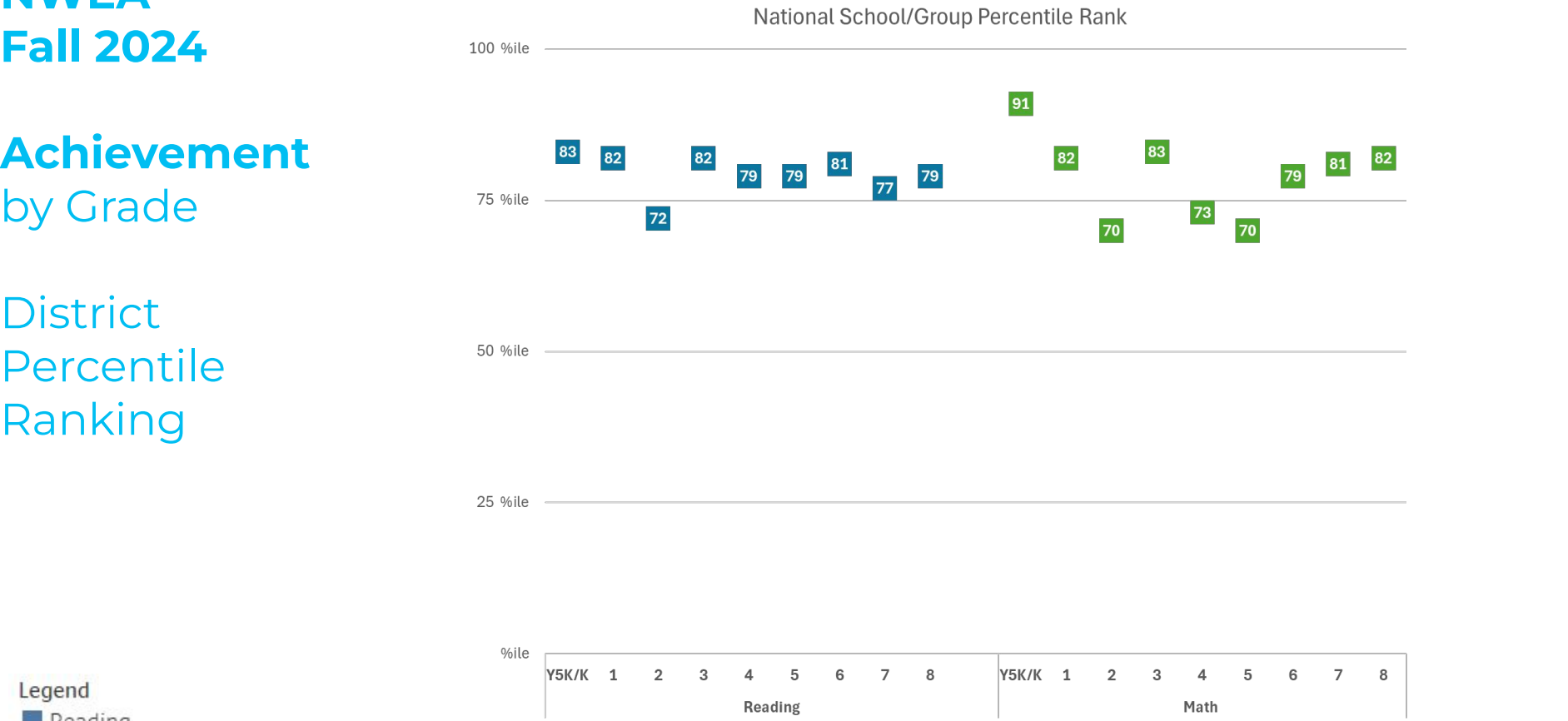


Key Findings: NWEA Fall 2024

Achievement by Grade

District Percentile Ranking

P-CCS ranks high nationally in overall grade-level achievement

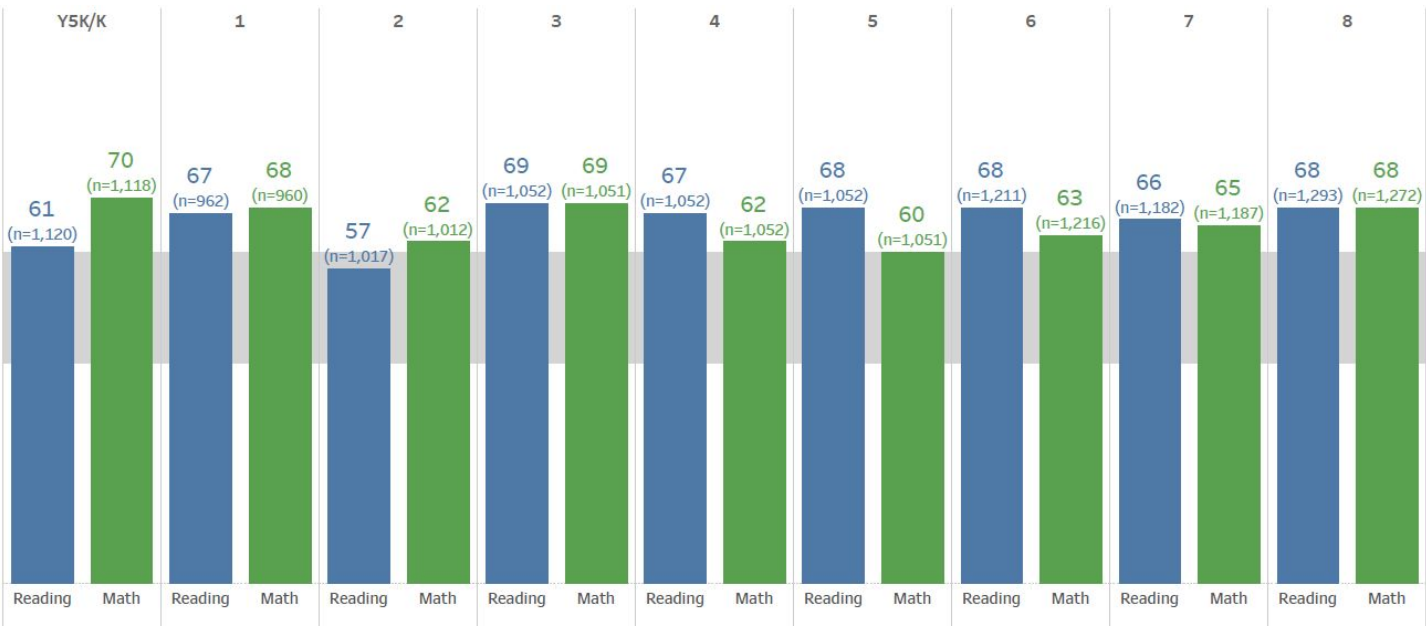


Key Findings: NWEA Fall 2024

All grade levels performed within or above the national norm range in Reading and Mathematics achievement.

Achievement by Grade

Median
Student
Percentile



Legend
■ Reading
■ Math

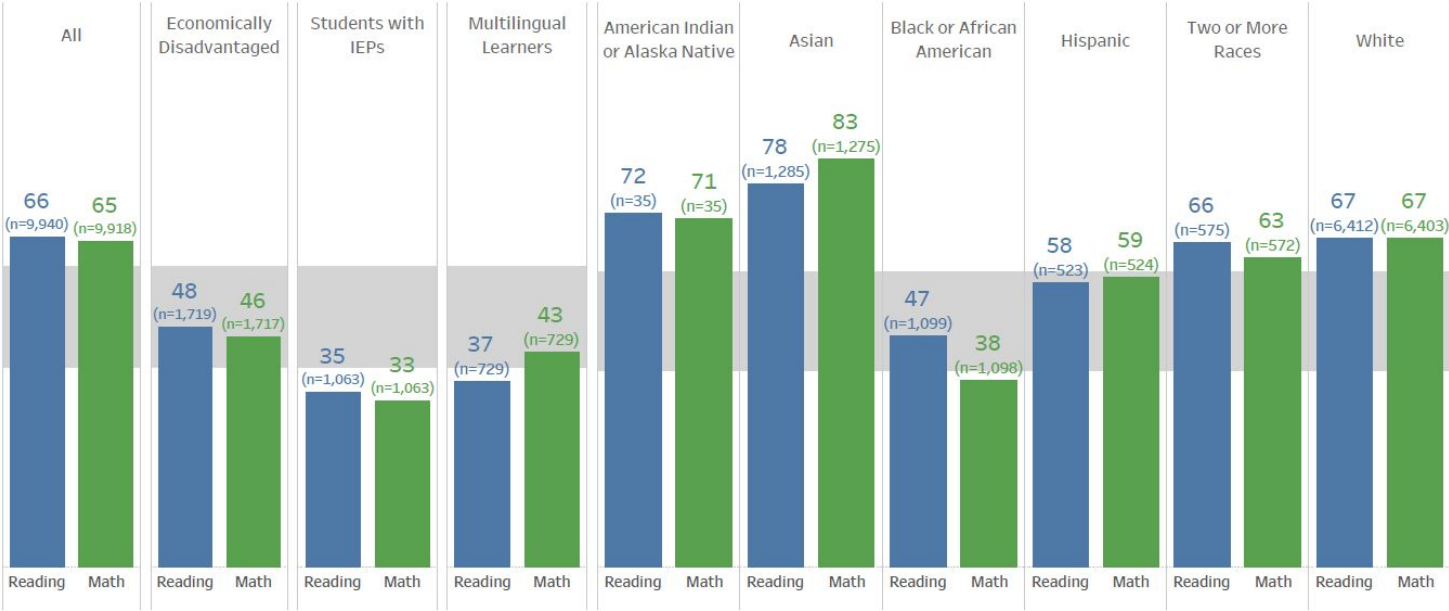
Note: 2nd grade students in P-CCS take the 2-5 NWEA MAP versus the K-2 Assessment with support.

Key Findings: NWEA Fall 2024

Most student groups performed within or above the national norm range in Reading and Mathematics achievement.

Achievement by Group

Median
Student
Percentile



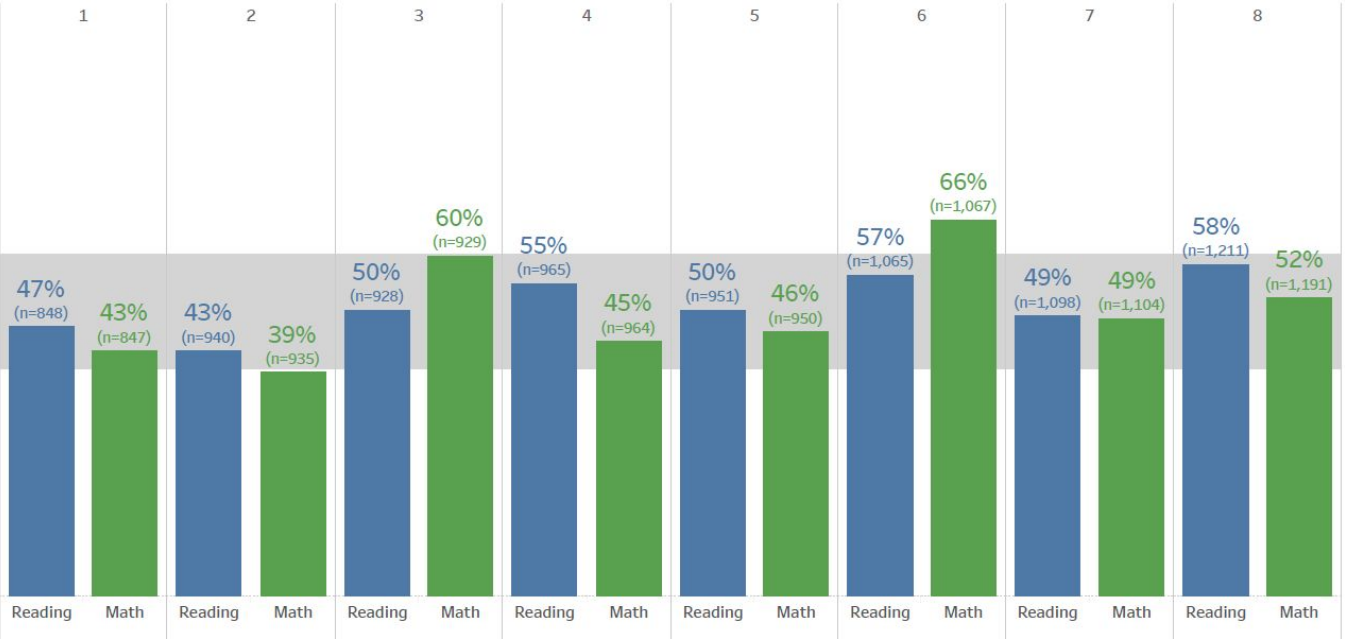
Legend
■ Reading
■ Math

Key Findings: NWEA Fall 2024

Growth Fall to Fall by Grade

Percent Met Typical Growth

Most grade levels performed within or above the national norm range in Reading and Mathematics growth.



Legend
■ Reading
■ Math

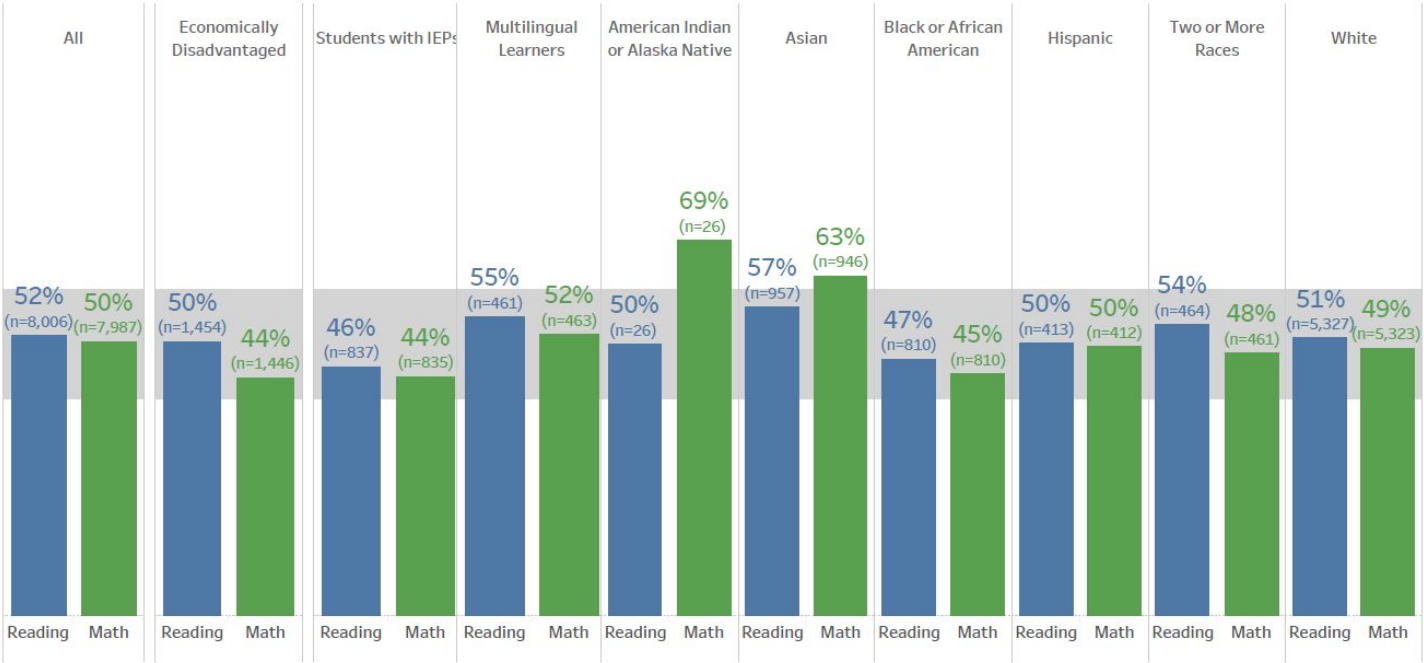
Note: 2nd grade students in P-CCS take the 2-5 NWEA MAP versus the K-2 Assessment with support.

Key Findings: NWEA Fall 2024

All groups performed within or above the national norm range in Reading and Mathematics growth.

Growth
Fall to Fall
by Group

Percent Met
Typical
Growth



Legend
■ Reading
■ Math

2024 - 2025 Key Activities

Attendance, Behavior, and Academics

Supporting Student Success:

- Elementary building-based instructional coaches to provide Tier I and Tier II implementation support
- Implementation of UFLI Foundations (K-2) and Morphology (3-5)
- Training on and implementation of Collaborative Classroom (PreK-5)
- Ongoing training and implementation of enVision Mathematics including Topic Overview, Step 1, Step 2 and Step 3
- Ongoing implementation of additional student support personnel:
 - Elementary Student Success Specialists
 - Middle School Deans of Student Success
 - High School Student Success Teacher

2024 - 2025 Key Activities to Support Student Success

Support Implemented	Focus of the Support / Intervention	What data will be used to measure success?
Elementary Student Success Specialists - 8 FTE	Implement individual and small group support with SEL skillbuilding by developing behavior support plans and friendship groups, supporting work completion, building foundational ELA and math skills, working on problem solving skills, and facilitating restorative conversations.	Panorama Teacher Perception of Student Reports (K-2) Panorama Student Competency & Well-Being Measures (3-5) Office referrals

2024 - 2025 Key Activities to Support Student Success

Support Implemented	Focus of the Support / Intervention	What data will be used to measure success?
Middle School Deans of Student Support - 5 FTE	Tier 1 (Whole School) Support school-wide climate and culture through active supervision, building relationships with students, and implementing Restorative Practices. Tier 2 & Tier 3 (Caseload) Provide individualized intervention through the implementation of individual intervention plans.	Tier 1 (Whole School) ● Building-wide PBIS and suspension data. ● Panorama SEL Survey Data Tier 2 & Tier 3 (Caseload) Caseload intervention plan progress. Possible data include one or more of: ● Course grades ● Office referrals ● Attendance

2024 - 2025 Key Activities to Support Student Success

Support Implemented	Focus of the Support / Intervention	What data will be used to measure success?
High School Student Success Room (SSR) as Tier 2 behavior intervention - 1.0 FTE	Boost academic and behavior outcomes for students Empower teachers in classroom management Reduce office discipline referrals Implement Restorative Practices to reduce suspensions Improve academic performance by lowering recidivism for students with persistent behavior challenges	Discipline referral and consequence data Out-of-school suspension data Recaptured instructional time data Attendance/truancy data

2024 - 2025 Key Activities to Support Student Success

Support Implemented	Focus of the Support / Intervention	What data will be used to measure success?
Training on and Implementation of UFLI Foundations (K-2) and Morphology (3-5) Training on and Implementation of Collaborative Classroom (PreK-5) Ongoing training and implementation of enVision Mathematics including Topic Overview, Step 1, Step 2 and Step 3	Focus on explicit and systematic instruction in the foundational skills necessary for proficient reading and mathematics	Number of teachers trained and supported NWEA achievement and growth (K-5)

2024 - 2025 Key Activities to Support Student Success

Support Implemented	Focus of the Support / Intervention	What data will be used to measure success?
Instructional Coaching K-5 - 14 FTE building-based coaches	Support teachers in improving Tier I and Tier II instruction and student learning through a collaborative partnership between a coach and a teacher	Number of teachers trained and supported Coaching logs indicating time spent and areas of coaching focus NWEA achievement and growth (K-8)

Next Steps

- Continue to strengthen Tier I instruction with support from Instructional Coaches
- Continue the implementation of additional support for identified demographic groups
- Provide continued training on UFLI foundations (K-2) and Envisions math (K-5)
- Implement Collaborative Classroom (PreK-5) to enhance literacy skills
- Provide additional Tier II and Tier III supports using 31a/other grant funds
- Support the Equity Cohorts, MTSS teams, and Early Warning and Intervention Monitoring System (EWIMS) teams as they identify site-based needs
- Continue to engage in county-wide and local initiatives around attendance to reduce chronic absenteeism

Next Steps

- Continue to identify appropriate data to drive decision making
- Continue to create systems and structures that allow P-CCS educators to access and make sense of data that is aligned with a continuous improvement process

QUESTIONS / FEEDBACK?



PLYMOUTH-CANTON
COMMUNITY SCHOOLS

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PLYMOUTH-CANTON COMMUNITY SCHOOLS

REACH HIGHER





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Board Meeting 11-12-2024
Final Reading
Action Item #25-11-28

MEMO

To: Members of the P-CCS Board of Education
Dr. Monica Merritt, Superintendent

From: Beth Rayl, Chief Academic and Innovation Officer

Subject: Sports Officiating - New Semester Elective Course Proposal (FINAL READING)

Date: November 12, 2024

The P-CEP physical education team proposes adding a new one-semester Sports Officiating elective course for 10th through 12th-grade students. This course gives students the knowledge and skills to become sports referees, umpires, and judges.

In the course, students will learn the rules and regulations for various sports through the Michigan High School Athletic Association (MHSAA) and National Federation of State High School Associations (NFHS) handbooks and understand how to become a registered MHSAA Official. Students will apply what they have learned in the classroom through hands-on experiences by officiating their peers during in-class athletic competitions in this and other physical education department courses. Physical Education students were surveyed regarding their interest in this course, and nearly half expressed interest in taking a Sports Officiating elective course.

According to current high school sports referee assignors, Michigan has a shortage of sports officials. Fewer referees and umpires are available for sporting competitions, causing some events to be canceled. Offering a Sports Officiating course would be an innovative approach to developing interpersonal skills and leadership while promoting employment opportunities that serve the local community.

The total proposed cost for materials for the course (\$1235.00) and course development (\$780.00) is \$2015.00. The materials purchased would include two electronic time clocks at \$600.00 each and whistles for all students (total of \$35.00). The development cost for six days of substitute coverage for a PE teacher to work with the Curriculum Coordinator to develop all units and assessments.

RECOMMENDED RESOLUTION:

It was moved by member _____ and seconded by member _____
to approve the addition of a one-semester high school physical education elective *Sports*
Officiating course in the Plymouth-Canton Community Schools. This change would be
implemented during the 2025-26 school year and beyond. FINAL READING at the Board of
Education meeting on November 12, 2024.



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Board Meeting 11-12-2024
Final Reading
Action Item #25-11-29

MEMO

To: Members of the P-CCS Board of Education
Dr. Monica Merritt, Superintendent

From: Beth Rayl, Chief Academic and Innovation Officer

Subject: Personal Finance - Course Name Changes and Credit Attainment Proposal
(FINAL READING)

Date: November 12, 2024

Michigan's [Section 380.1278a](#) of the Revised School Code requires students entering 8th grade in 2023 and beyond to complete a ½ credit in personal finance that meets the personal finance [content expectations](#) developed by the Michigan Department of Education (MDE) and approved by the State Board of Education (SBE). MDE issued a [guidance document](#) to assist school districts in preparing for the new mandate. While MDE stipulates a ½ credit requirement, it is important to note that this requirement does not have to be a separate course or require extended seat time as long as all of the content expectations are covered.

Following a thorough review of various options for fulfilling this requirement and in consultation with various committees that reviewed data gathered from administrators, teachers, and students, P-CCS social studies department members have arrived at a recommendation to integrate the personal finance content expectations into two existing courses: Political and Economic Systems (PES) - Economics for 10th through 12th-grade students and Advanced Placement (AP) Macroeconomics courses for 11th and 12th-grade students. Six out of seven of the personal finance content expectations are already covered in PES - Economics. At the same time, AP Macroeconomics offers an additional three weeks of instructional time post-AP exams, allowing the opportunity to incorporate personal finance standards into the current course's curriculum. This approach ensures comprehensive coverage of economics principles and personal finance topics within the two courses.

By incorporating personal finance content into the current PES - Economics and AP Macroeconomics courses, P-CCS students will maintain their ability to choose elective courses freely, preventing additional constraints from adding another ½ credit course to their high

school graduation requirements. This recommendation also considers the unique needs of Starkweather Academy students, addressing any potential challenges that may arise from adding another new course requirement for graduation. Lastly, this recommendation will avoid negatively impacting the high school schedule and staffing.

In summary, Michigan's new high school personal finance credit requirement will be integrated into the existing PES - Economics and AP Macroeconomics courses. Both courses will remain semester-long but will shift to earn both a $\frac{1}{2}$ credit covering the economics standards and an additional $\frac{1}{2}$ credit to fulfill the personal finance requirement. As a result, the credit for each course will increase from $\frac{1}{2}$ to 1.0 without changing the seat time. To ensure personal finance is reflected on student transcripts, the course titles and credits will be updated as follows:

- PES - Economics will become PES - Economics & Personal Finance (1.0 credit)
- AP Macroeconomics will become AP Macroeconomics & Personal Finance (1.0 credit)

This revision would be free of additional cost. Existing course textbooks and materials would be used, with supplemental Open Educational Resources (OER) implemented where appropriate.

RECOMMENDED RESOLUTION:

It was moved by member _____ and seconded by member _____ to approve the renaming of Political and Economic Systems (PES) - Economics to Political and Economic Systems (PES) - Economics & Personal Finance and Advanced Placement (AP) Macroeconomics to Advanced Placement (AP) Macroeconomics & Personal Finance. Additionally, the P-CCS Board of Education approves increasing the credit earned in each course from $\frac{1}{2}$ to 1.0 while allowing them to remain as one-semester courses. This change would be implemented in the 2025-26 school year and beyond. FINAL READING at the Board of Education meeting on November 12, 2024.



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**Board Meeting 11-12-2024
Final Reading
Action Item #25-11-30**

MEMO

To: Members of the P-CCS Board of Education
Dr. Monica Merritt, Superintendent

From: Beth Rayl, Chief Academic and Innovation Officer

Subject: Peer-to-Peer Connections - New Semester Course Proposal (FINAL READING)

Date: November 12, 2024

Members of the P-CEP team propose adding a new one-semester Peer-to-Peer Connections elective course for 11th and 12th-grade students. Peer-to-Peer Connections is a general education course designed to foster positive peer relationships between neurotypical and neurodiverse students. Students in general education will learn about special needs populations, leadership, and advocacy, while students who receive special education services will develop increased independence and social skills.

In this course, a general education student (Connection Peer) provides a support system for a peer with special needs. The Connection Peer works alongside a peer with special needs in assigned classrooms and social settings. Connection Peers build effective problem-solving skills to enhance social communication with others. This course also assists students in acquiring an understanding and acceptance of diversity in everyday life and the world of work.

The comprehensive course is designed to implement the START (Systematic, Therapeutic, Assessment, Resources, and Treatment) Secondary Curriculum and Secondary Peer-to-Peer Program Playbook developed by Grand Valley State University (GVSU). This curriculum focuses on supporting students with Autism Spectrum Disorder (ASD) and other developmental disabilities in secondary school settings by integrating evidence-based practices that foster social skills, emotional regulation, and academic success while promoting peer interaction and support.

The peer-to-peer component emphasizes creating an inclusive school environment by training neurotypical students to become peer mentors who foster empathy, understanding, and natural support within the school community.

Implementing this course would be free of charge regarding resources or materials, as curricular resources are available at no cost through Wayne RESA, and the curriculum is provided through the [START website](#).

RECOMMENDED RESOLUTION:

It was moved by member _____ and seconded by member _____ to approve the addition of a one-semester elective *Peer-to-Peer Connections* course in the Plymouth-Canton Community Schools. This change would be implemented during the second semester of the 2024-25 school year and beyond. FINAL READING at the Board of Education meeting on November 12, 2024.



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MEMO

To: Members of the P-CCS Board of Education
Dr. Monica Merritt, Superintendent

From: Beth Rayl, Chief Academic and Innovation Officer

Subject: Human Service Exploration: Arts to Peer-to-Peer Connections: Arts
Course Name Change Proposal (FINAL READING)

Date: November 12, 2024

Members of the P-CEP team propose changing the name of the current Human Service Exploration (HSE): Arts course to Peer to Peer Connections: Arts. This name change is requested to align all similar programming to a standard naming structure. Historical data indicates that students routinely request to take the current HSE Foods and HSE Arts courses multiple times. Adding a new Peer-to-Peer Connections course and changing the names of HSE: Foods and HSE: Arts to Peer-to-Peer Connections: Foods and Peer-to-Peer Connections: Arts supports the ability to take these courses more than once for credit by providing them with unique names that better identify them on a transcript.

The P-CCS Board of Education previously approved this course with its current name, and it is offered in the high school course catalog. The course is based on the same START (Systematic, Therapeutic, Assessment, Resources, and Treatment) Secondary Curriculum and Secondary Peer-to-Peer Program Playbook developed by Grand Valley State University (GVSU) that will be used in the proposed Peer-to-Peer Connections course and is specific to the Food and Arts pathways at Plymouth-Canton Educational Park (PCEP). There would be no cost for this proposed course name change.

RECOMMENDED RESOLUTION:

It was moved by member _____ and seconded by member _____ to approve changing the name of the current Human Service Exploration (HSE): Arts course to Peer to Peer Connections: Arts in the Plymouth-Canton Community Schools. This change would be implemented during the 2025-26 school year and beyond. FINAL READING at the Board of Education meeting on November 12, 2024.



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MEMO

To: Members of the P-CCS Board of Education
Dr. Monica Merritt, Superintendent

From: Beth Rayl, Chief Academic and Innovation Officer

Subject: Human Service Exploration: Foods to Peer-to-Peer Connections: Foods
Course Name Change Proposal (FINAL READING)

Date: November 12, 2024

Members of the P-CEP team propose changing the name of the current Human Service Exploration (HSE): Foods course to Peer to Peer Connections: Foods. This name change is requested to align all similar programming to a standard naming structure. Historical data indicates that students routinely request to take the current HSE Foods and HSE Arts courses multiple times. Adding a new Peer-to-Peer Connections course and changing the names of HSE: Foods and HSE: Arts to Peer-to-Peer Connections: Foods and Peer-to-Peer Connections: Arts supports the ability to take these courses more than once for credit by providing them with unique names that better identify them on a transcript.

The P-CCS Board of Education previously approved this course with its current name, and it is offered in the high school course catalog. The course is based on the same START (Systematic, Therapeutic, Assessment, Resources, and Treatment) Secondary Curriculum and Secondary Peer-to-Peer Program Playbook developed by Grand Valley State University (GVSU) that will be used in the proposed Peer-to-Peer Connections course and is specific to the Food and Arts pathways at Plymouth-Canton Educational Park (PCEP). There would be no cost for this proposed course name change.

RECOMMENDED RESOLUTION:

It was moved by member _____ and seconded by member _____ to approve changing the name of the current Human Service Exploration (HSE): Foods course to Peer to Peer Connections: Foods in the Plymouth-Canton Community Schools. This change would be implemented during the 2025-26 school year and beyond. FINAL READING at the Board of Education meeting on November 12, 2024.



PLYMOUTH-CANTON COMMUNITY SCHOOLS
Office of the Chief Finance & Operations Officer

TO: Monica Merritt, Superintendent
Board of Education

FROM: Jill Minnick, Chief Finance & Operations Officer

DATE: November 12, 2024

RE: **Allen Early Childhood Fire Alarm System Expansion– First Reading**

Background:

A recent fire safety inspection at Allen Early Learning Academy (AELA) identified that the current fire alarm system does not comply with the state's fire safety regulations for Pre-K facilities. Originally installed in 2012 when the building operated as an elementary school, the system was designed to meet K-12 standards. However, since the school's conversion to a Pre-K facility, the system no longer satisfies the additional smoke detection requirements for child-occupied areas and egress routes, as mandated by state regulations for early childhood education settings.

As a result of this non-compliance, we have requested a proposal from National Time & Signal (NT&S), the company responsible for the system's installation and maintenance, to upgrade the fire alarm system in line with the inspector's findings. NT&S has provided a quote of \$47,234.00 for the necessary upgrades, which will include the installation of additional smoke detection units throughout the facility.

In order to ensure the safety of our students and staff, we recommend awarding the contract to NT&S to complete this work. The cost of the upgrade will be covered by the General Fund, through the facility maintenance and operations budget.

This matter was discussed at the Finance & Operations Committee meeting on November 7, 2024.

Recommended Resolution:

It was moved by member _____ and seconded by member _____ to approve the expansion of the fire alarm system at Allen Early Learning Academy, to be implemented by National Time & Signal, at a cost of \$47,234.00. This expense will be funded using the facility maintenance and operations budget.

Ayes: _____

Nays: _____

Passed: _____

PLYMOUTH-CANTON COMMUNITY SCHOOLS
Operations Department

TO: Jill Minnick, Chief Finance & Operations Officer

FROM: Matthew Lents, Director of Capital Programs and Facilities

DATE: November 12, 2024

RE: **Recommendation for Allen Early Learning Academy Fire Alarm Expansion**

The fire alarm system at Allen Early Learning Academy (ELA) was installed in 2012 when Allen was an Elementary School. The system was designed and installed to the regulations for a K-12 school. Fire alarm system regulations require more smoke detection in a Pre-K facility, yet the fire alarm system was not identified by the state as needing upgrading when the school was converted into a Pre-K facility. During the most recent state inspector's Fire Safety Compliance Record for Child Facilities report, however, Allen ELA was found to have a non-complaint fire alarm system because of the lack of additional smoke detection units. This is the only fire alarm system element the inspector noted as being deficient for licensing. No other alarm systems concerns were indicated or brought to our attention.

The fire alarm system at Allen was installed and is maintained by National Time & Signal (NT&S) and they continue to service it. We requested National Time & Signal to provide a quote to expand the current system according to the state inspector's report to ensure compliance with ELA regulations within NT&S' proprietary monitoring system by adding smoke detection to all child occupied areas and egress routes throughout the school.

We are requesting the installation of the additional smoke detection to the current fire alarm monitoring system to achieve compliance with current Pre-K facility regulations, and as such, recommending National Time & Signal be awarded a contract to perform the work at a quoted cost of \$47,234.00. The work included in this contract will be funded by the General Fund through the facility maintenance and operations budget.

VENDOR	Base Bid	Alternates (if needed)	PRICE
National Time & Signal	\$47,234.00	n/a	\$47,234.00

Quote number 55323-1

October 17, 2024

Plymouth-Canton Community Schools
Allen Early Learning Academy Fire Alarm Addition

National Time & Signal

As an experienced (over 100 years of family ownership) Michigan based manufacturer, National Time & Signal is prepared to offer our services to assist you with the fire/life safety system issue at Allen ELA

The Problem

The current fire/life safety system at Allen ELA was installed back in 2011/12 when Allen was an elementary school. The system was designed/engineered/installed to meet the Bureau of Fire Services (BFS) code/rules for K-12 schools. When it was converted to a pre-K facility, the fire system fire/life safety system was not upgraded to meet the state requirements for Pre-K, which are different from the K-12 requirements. The state Bureau of Community and Health Systems (BCHS), the licensing agency for pre-K, has separate, and in some cases different, requirements for the fire/life safety systems. Among them is the requirement for area smoke detection in all child occupied areas along with their egress path from the building. This level of smoke detection does not exist at Allen currently. This was pointed out in the state inspectors most recent Fire Safety Compliance Record For Child Care Facilities report.

The Solution

The solution would be to install area smoke detectors into all child occupied areas and egress paths. Fortunately, the existing fire alarm system can easily accommodate the additional devices so there would be no need to do any additional work on the system.* This should satisfy the inspector's concerns.

Included:

- Equipment & labor/material to provide area smoke detection (83 total detectors with surface mount back boxes) in all child use areas and egress paths
- Engineering, update drawings & submittal documents
- Final testing/system certification
- State BCC permits & BFS submittal fee's
- Participation in the final inspection with the state inspector



October 17, 2024

Assumptions/Clarifications:

- *This work is intended to address the state inspector's safety concern on the latest report. It will **not** bring the building's fire/life safety system into complete, current, code compliance.
- Sales/use taxes are not included, if applicable.

Project Equipment & Labor Cost.....\$47,234

At National time & Signal, we appreciate the opportunity to provide our customers with the personalized services they desire. With that said, please feel free to share your questions or concerns along with any requests for additional information you may have.

Thank you,

Keith Ruff

Sales Engineer

National Time & Signal Corporation | 28045 Oakland Oaks Court | Wixom, MI 48393-3342

kruff@natsco.net P 248.380.6264 F 248.380.6268 C 248.755.9437A History of Craftsmanship...Since 1870.

A History of Craftsmanship...Since 1870.



PLYMOUTH-CANTON COMMUNITY SCHOOLS

Office of the Chief Finance & Operations Officer

TO: Monica Merritt, Superintendent
Board of Education

FROM: Jill Minnick, Chief Finance & Operations Officer

DATE: November 12, 2024

RE: **Approval to Purchase Two Rooftop Units (RTUs) for Canton HS– Final Reading**

Background:

During this past spring and summer, our maintenance team has been addressing air conditioning issues at P-CEP. They worked on the Rooftop Units (RTUs) at Canton High School but discovered that two units are no longer functional and need replacement. We have received a proposal from Trane, U.S. to replace these units at a cost of \$89,893.32, including installation, as detailed in the attached quote.

This project will be funded through the 2020 or 2023 Bond Funds.

This matter was presented for first reading at the Board of Education meeting held on October 22, 2024.

Recommended Resolution:

It was moved by member _____ and seconded by member _____ to approve the purchase of two rooftop units (RTUs) for Canton HS from Trane U.S., Inc., at a cost of \$89,893.32 to be paid with 2020 and 2023 bond funds.

Ayes: _____

Nays: _____

Passed: _____

PLYMOUTH-CANTON COMMUNITY SCHOOLS
Operations Department

TO: Jill Minnick, Chief Finance & Operations Officer

FROM: Matthew Lents, Director of Capital Programs and Facilities

DATE: October 15, 2024

RE: Recommendation to Replace Two (2) Rooftop Units at Canton HS

Since this past spring, maintenance has been tasked with continuous repairs to the Rooftop Units (RTUs) at Canton High School. The district identified two (2) RTUs that are beyond the end of useful life and are no longer operational. The two (2) RTUs are responsible for the air conditioning failure during late May and throughout the summer. Maintenance worked to extend the life of the units as long as possible, however, the units can no longer be repaired and are currently not operating.

We are recommending the replacement of these two (2) RTUs at Canton High School at a cost of \$89,893.32 including installation. The attached quote has been provided by Trane US and utilizes the OMNIA Vendor Contract #3341 (Racine). Trane has successful history of installations and services with the District.

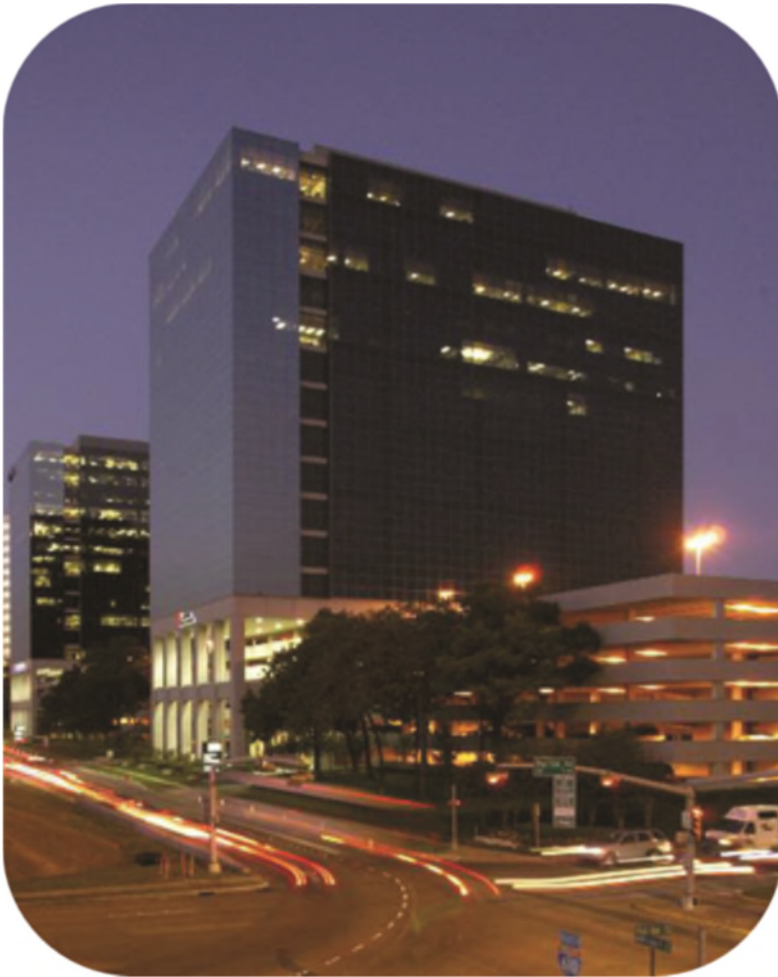
The RTU replacements at Canton High School were not identified as a planned bond program project. However, the chiller unit at Plymouth High School was identified as a bond program project but will now be replaced using insurance proceeds, allowing a shift of those earmarked funds to support the Canton High School replacement.

The units have a lead time of 14 weeks with installation planned upon arrival. The warranty included with this contract is 3-years for parts, coils, & controls along with a 5-year warranty for compressor parts only.

We are requesting that Trane U.S. Inc. be awarded a contract to procure and install the RTU at a cost of \$89,893.32 to be funded by the 2020 or 2023 Bond Funds.



Trane Turnkey Proposal



Turnkey Proposal For:
Canton High School
Plymouth Canton Schools
Matthew Lents

Local Trane Office:
Trane U.S. Inc.
37001 Industrial Road
Livonia, MI 48150

Local Trane Representative:
Rich Starr
Account Manager
E-mail: Rich.starr@Tranetechnologies.com
Cell: (734) 679-0088
Office Phone: (734) 452-2050

Proposal ID: 7926207
COOP Quote Number: M1-yE8AAK-24-007
COOP or Federal Contract ID: OMNIA
Racine #3341

Date: October 08, 2024



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Plymouth Canton Schools reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Plymouth Canton Schools to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$89,893.32 USD. This investment will provide Plymouth Canton Schools with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Plymouth Canton Schools for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Rich Starr
Account Manager, Trane U.S. Inc.

Prepared For:
Plymouth Canton Schools

Date:
October 08, 2024

Job Name:
PCCS Canton High School RTU 5&6 Replacement

Proposal ID:
7926207

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

Turnkey Installation of HVAC Equipment

Item	Tag(s)	Qty	Description	Model Number
A1	PREC-2, PREC-2-1	2	3 - 25 Ton PKGD Precedent Unitary Rooftop	YSK150A4S0H**02C0A101

Product Data - 3 - 25 Ton PKGD Precedent Unitary Rooftop

Item: A1 Qty: 2 Tag(s): PREC-2, PREC-2-1

DX Cooling

Ultra High Efficiency

R-454B Refrigerant

10 Ton

460/60/3

Symbio 700

Downflow Low Leak Economizer, Comparative Enthalpy with Barometric Relief

Single Zone Variable Air Volume with Standard Motor

Hinged Access Panels with 2-in MERV 8 Filters

Through the Base Electric

Non-Fused Disconnect Switch

Advanced Controls and BACnet BAS

Low Ambient

3-year parts, coils & controls warranty

5-year compressor parts only warranty

Low Ambient Cooling to 0°F

Discharge Air Temperature Sensing Kit

Indoor Options Module

Mechanical Installation

Provide all labor and materials to:

- Isolate and lock out power feed to both defective RTUs.
- Recover refrigerant from both existing RTUs and dispose of it properly.
- Unwire and remove existing electrical feed and control wiring from both defective RTUs.
- Using a crane hoist both defective units down from the roof and place them on trailers to be disposed of.
- Using a crane, hoist (2) new Curb Adapters up onto the roof and place them on existing curb adapters.
- Using a crane hoist (2) new Trane YSK150A4S0H**02CA101 12.5 Ton RTU up onto the roof and place them on the newly installed curb adapters.
- Mount (2) new Outdoor Rated Electrical Junction Box to newly installed curb adapters and pull existing power feeds into them.
- Using new Electrical Wiring and Raceways, extend power feed into both new Non-Fused Disconnect Switch and terminate.
- Wire existing thermostat control wiring into both new RTUs.
- Assemble any loose components that may be shipped with new RTUs.
- Unlock and restore power feeds to both newly installed cooling-only RTUs.
- Perform start-up on newly installed units to ensure all operations are working properly.
- Clean up all used materials and dispose off site.
- Permits.

Pricing and Acceptance

Plymouth Canton Schools

Site Address:
PCCS Canton High School
8415 Canton Center
Wayne, MI 48184

Price

Total Net Price *(Including appropriate Sales and/or Use Tax, if required by law)*.....\$89,893.32 USD

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Rich Starr
Account Manager
Trane U.S. Inc.
E-mail: Rich.starr@Tranetechnologies.com
Office Phone: (734) 452-2050

ACCEPTANCE

This proposal is subject to the Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Rich Starr	Cell: (734) 679-0088 Office: (734) 452-2050 Proposal Date: October 08, 2024
CUSTOMER ACCEPTANCE Plymouth Canton Schools	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labor do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or

undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

Resolution of Support of *Protect Mi Kids Bill Package* in the Michigan Legislature To Address the Lack of Effective Statewide Tobacco Prevention Policies.

WHEREAS, tobacco use is the leading cause of preventable disease, disability and death in Michigan. Tobacco kills more than 16,200 Michiganders annually – more than AIDS, alcohol, car accidents, illegal drugs, murders, and suicides combined; and

WHEREAS, Michigan is one of 12 states that make up “Tobacco Nation” where the smoking prevalence is higher compared to the rest of the country. Tobacco costs Michigan over \$5.33 billion in health care expenditures and \$11.5 billion in lost productivity each year; and

WHEREAS, flavored tobacco increases youth usage. In 2023, 90.3% of high school students and 87.1% of middle school students who use e-cigarettes reported using a flavored e-cigarette. Youth who vape, use the product "because they come in flavors I like."

WHEREAS, historically, cigarette companies have disproportionately marketed menthol products in predominantly Black communities by using culturally tailored advertising images and messages. 85% of African American adult smokers use menthol products. This is three times the rate of menthol use among white adult smokers worsening tobacco-related health disparities; and

WHEREAS, Michigan state law prohibits local governments from enacting policies that regulate the sale of tobacco and nicotine products and require tobacco retailer licensure, preventing local communities from protecting kids’ health; and

WHEREAS, Senate Bill 647 restores local control and repeals state law prohibiting local governments from enacting ordinances and regulations pertaining to the sale or licensure of tobacco products. Allowing localities to pass stronger tobacco control measures and;

WHEREAS, Senate Bill 648 proposes to establish a new tax on e-cigarettes and increase taxes on cigarettes and other tobacco products, with revenue generated dedicated to tobacco prevention and cessation programs, and enforcement of tax and smoke-free air laws, aligning with evidence-based strategies to reduce tobacco use, especially among youth; and

WHEREAS, Senate Bills 649 and 650 aim to prohibit the sale of flavored tobacco products, including flavored e-cigarettes and menthol-flavored cigarettes, recognizing the significant role flavors play in driving tobacco-related inequities and youth initiation; and

WHEREAS, Senate Bills 651 and 652 establishes a statewide Tobacco Retail Licensing program, requiring all establishments selling nicotine or tobacco products to obtain a license. Improving compliance with existing tobacco sales regulations and reducing youth initiation to nicotine and;

WHEREAS, Senate Bills 653 and 654 repeal provisions in the Youth Tobacco Act that impose civil and criminal penalties on minors for purchasing, using or possessing tobacco products;

WHEREAS, (insert something about why these bills are important for our youth).

NOW THEREFORE BE IT RESOLVED, that the Plymouth-Canton Community School District Board of Education supports the Protect MI Kids Bill Package (SB 647-654) and urges the Michigan Senate Committee on Regulator Affairs begin hearings on these bills as soon as possible.

Be it further resolved, that the Plymouth-Canton Community School District Board of Education calls on the Legislature to swiftly pass these critical bills ***in their entirety*** to protect the health and well-being of Michigan's residents.

Be it Further Resolved, that a copy of this resolution be sent to the members of the Senate Committee on Regulatory Affairs, the members of the Michigan Senate who represent the Plymouth-Canton Community School District, and to the Michigan Association of School Boards.

Resolved and adopted this ____ day of _____, 2024

Follow-up Board Questions (as of 10-22-24)

- A board member asked for clarity on the bid threshold for purchase services and Board approval.
- A board member asked the Plante Moran representative how does the amount of debt service P-CCS carries in the General Fund compare to other districts our size.
- A board member inquired about the number of P-CCS physical education teachers currently certified as sports officials.
- A board member requested information on research regarding on the optimal length of recess time.