



PLYMOUTH-CANTON
COMMUNITY SCHOOLS

GLOBALLY FOCUSED. LOCALLY CONNECTED.

**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 - October 8, 2024 - 7:00 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 #25-10-21

1. Human Resources

New Hires

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

Retirements

[Retirements \(p. 12\)](#)

2. Approval of Minutes

[Regular Meeting Minutes - September 24, 2024 \(p. 13\)](#)

[Special Meeting Minutes - October 1, 2024 \(p. 18\)](#)

3. First Reading Policies

[Policy #9150 School Visitors \(p. 20\)](#)

4. Final Reading Policies

[Policy #6520 Payroll Deductions \(Final Reading\) \(p. 23\)](#)

5. Out-of-Country Field Trips

[Out-of-Country Field Trips \(p. 26\)](#)

6. Action Items

Consider Approval of a Resolution for a Tentative Agreement with the Plymouth-Canton Association of Education Office Personnel (PCAEOP)

[Resolution-PCAEOP Tentative Agreement \(p. 27\)](#)

Consider Approval of a Resolution for a Tentative Agreement with the Plymouth-Canton Plant Engineers (PCPE)

[Resolution-Tentative Agreement PCPE \(p. 30\)](#)

B. Celebrating Success

Civic Bee Students

Presenter: Member McCoin

C. Board Committee Reports/Action

1. President's Report

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

Next Meeting: Wednesday, November 6, 2024 - 5 p.m.

3. Policy Committee-Patti McCoin

Next Meeting: Tuesday, October 22, 2024 - 5:30 p.m.

4. Finance and Operations Committee-Patrick Kehoe

Next Meeting: Thursday October 17, 2024 - 5 p.m.

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

Next Meeting: Monday, October 21, 2024 - 4:30 p.m.

D. Administrative Reports/Recommendations

1. Superintendent's Report

2. Teaching and Learning - Bethany Rayl

Middle School Program Highlights (Presentation) (Strategic Goals A & B)

[P-CCS Middle Level Program Highlights \(Presentation\) \(p. 33\)](#)

Action Item #25-10-22: Consider Approval of a Resolution for High School ELA Course Materials for Multicultural Literature (Final Reading)

[Resolution-Multicultural Literature Course Materials \(p. 48\)](#)

3. Finance and Operations - Jill Minnick

Consider Approval of a Resolution for the Purchase of a Chiller Unit for Plymouth High School (First Reading)

[Resolution-Approval of a Chiller Purchase for Plymouth HS \(p. 50\)](#)

Action Item #25-10-23: Consider Approval of a Resolution for a Custodial Contract Renewal with ABM Industries (Final Reading)

[Resolution- ABM Industries Custodial 2-Year Contract Renewal \(p. 63\)](#)

E. Citizens' Comments

F. Discussion

G. Follow-up Board Questions

[Follow-up Board Questions from 9-24-24 \(p. 67\)](#)

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.

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

DATE	TIME	MEETING TOPIC	LOCATION
October 8, 2024	5:30 p.m.	Special Meeting/Workshop	E.J. McClendon Center
October 8, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
October 22, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
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. 10-4-24

New Contracts

2024/2025 School Year

<u>NAME/POSITION/SCHOOL CERTIFICATION</u>	<u>HIRE DATE SALARY</u>	<u>DEGREE/UNIVERSITY EXPERIENCE</u>
TAGGART, DEBORAH L RESOURCE ROOM ERIKSSON CERTIFICATE: PROFESSIONAL TEACHING CERTIFICATE: EXP: 06/30/2029 K-8 ZG K-12 SM	10/07/2024	BA-Wayne State Univ. MA-Wayne State Univ. 1.5 YRS FERNDAL, 10 YRS CHARTER
VANKREVELEN, SAMANTHA COGNITIVE IMP BENTLEY CERTIFICATE: PROFESSIONAL TEACHING CERTIFICATE: EXP: 06/30/2029 K-12 SV K-12 SA K-12 SM	09/30/2024	BA-Minnesota MA-Minnesota MA+30-South Dakota 11 YRS MINNESOTA

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 _____

MEMORANDUM

TO: Dr. Monica Merritt, Superintendent
Board of Education Members

FROM: Abdul Madyun
Chief Human Resource Officer

RE: Abbigail Gasparovich

DATE: October 8, 2024

Attached is the resume of Abbigail Gasparovich, who is being recommended for the Accounting Specialist - Accounts Payable position. It is the consensus of the committee that Abbigail Gasparovich be appointed to the position.

BOARD RESOLUTION

It was moved by _____ and seconded by _____ that the Board of Education approves the appointment of Abbigail Gasparovich to the position of Accounting Specialist - Accounts Payable.

Ayes _____ Nays _____

ABBIGAIL GASPAROVICH

Education

New Horizons Beauty College Logan, UT Cosmetologist License (2018)

Rich High School Randolph, UT High School Diploma (May 2017)

Experience

Plymouth Canton Community Schools Plymouth, MI Administrative Assistant for Maintenance and Operations Feb 2023-present

Associated Retinal Consultants Ypsilanti, MI Medical Office Specialist April 2021-Feb 2023

Hawx Pest Control Ogden, UT Customer Service Lead Mar 2020-Mar 2021

Dollar Cuts Roy, UT Cosmetologist Jan 2019-Mar 2020

Ideal Beach Resort Garden City, UT Receptionist May 2017-Aug 2017 June 2016-Aug 2016

Additional Skills

- Answering customer service phone calls, helping them with any questions or concerns they have.
- Computer skills (example: excel, word, power point, documents)
- Handling billing in pest routes and collecting payment and running cards over the phone.
- Scheduling service appointments for customers in pest routes
- Assisted departments at the Education Support Center with copies, projects and tasks that they need help with.
- Organized and cleaned the front desk area.
- Assisted visitors by letting them in the building and directing them where they need to go.
- Assisted with all the deliveries in the loading dock during the day.
- Processing invoices and quotes through Smart for school and bond accounts.
- Creating reports and assigning Key Fobs with Ward Fuel System.
- Creating departments and employees in the Ward Fuel System.
- Processing Journal Entries, New Vendor Forms and Budget Transfers through Informed K-12.
- Maintaining employee time records.

Certifications

- Cosmetology License

References

Dr. Ashvani Dass – Associated Retinal Consultants

Lisa Vance – Payroll Specialist – Plymouth Canton Community School

Rich Welch – Director of Operations – South Lyon Community Schools

MEMORANDUM

TO: Dr. Monica Merritt, Superintendent
Board of Education Members

FROM: Abdul Madyun
Chief Human Resource Officer

RE: Lisa Vance

DATE: October 8, 2024

Attached is the resume of Lisa Vance, who is being recommended for the Assistant to the Director of Special Education position. It is the consensus of the committee that Lisa Vance be appointed to the position.

BOARD RESOLUTION

It was moved by _____ and seconded by _____ that the Board of Education approves the appointment of Lisa Vance to the position of Assistant to the Executive Director of Special Education.

Ayes _____ Nays _____

Lisa M. Vance

Hard working self motivated individual looking to advance in the school district.

EXPERIENCE

Plymouth-Canton Community Schools-

JANUARY 2024 - CURRENT, *Payroll Specialist*

- Process payroll for district; audit and error-check data, research errors and omissions, and process stipends prior to finalizing submission
- Process new hires and load all information into payroll system
- Manage employee deductions and ongoing changes, including understanding and staying current on bargaining units contracts
- Calculate, manage and process adjustments and pay rate changes, including prorations for leave of absences and resignations/retirements; calculate retirement allowance
- Calculate and process longevity payments; maintaining an organized tracking system based on union
- Calculate and process vacation payoffs for terminating/retiring employee
- Manage various attendance banks and calculate prorations
- Monitor emergency sick banks, extension time, borrowed time, catastrophic banks
- Process jury duty payments and related mileage
- Prepare employee verification reports

FEBRUARY 2022 - JANUARY 2024, *Administrative Assistant to Director of Operations*

- Process purchase orders and check requests for department
- Create and maintain attendance logs for Maintenance employees
- Process payroll
- Maintain a database for all district work orders, including the School Dude work order management system.
- Purchase supplies and items needed for work orders, grounds, playgrounds and buildings.
- Make purchases, monitor and process HomeDepot vendor account for the district
- Equipment repair cost tracking, monitor licenses/renewals
- Monitor and Maintain budgets for Operations & Transportation
- Monitor and Maintain contracts for grounds
- Maintain and order supplies for department

FEBRUARY 2020 - FEBRUARY 2022, *Special Education Records Secretary*

- Maintain student files for accuracy
- Process record requests/Obtain Records
- Obtain documentation and process for deadline oriented audits
- Create and maintain logs for all documents received
- Communication with staff and parents
- Assist with data entry and reports

SEPTEMBER 2018- JANUARY 2020, *Special Education Paraprofessional*

Primary Care Specialists, P.C. — *Office Manager*

MARCH 2012 – SEPTEMBER 2018

- Over see workflow
- Prepare reports for payroll and CMS
- Manage deadline for reports and referrals
- Prepare referrals and authorizations
- Maintain inventory and ordering of office supplies
- Scheduling for doctors and employees
- Written communications to patients and other authorities
- Oral communication with patients
- Banking/deposits/balance accounts
- Hiring of Employees and Interns
- Employee Relations

Dickinson Wright, PLLC, Mark F. Makower, Esq. — *Collection Specialist*

JANUARY 2004 – SEPTEMBER 2006

- Maintain court schedule and deadlines
- Prepare complaints, court documents and letters to co-owners
- Order title work
- Written and oral communication with co-owners and management companies

Mark F. Makower & Assoc— *Collection Specialist/Receptionist*

JUNE 1994- DECEMBER 2003

- Answer phones
- Written and oral communication with co-owners and management companies
- Maintain court calendar and deadlines
- Maintain payment arrangements
- Order title work, prepare court documents
- Maintain inventory and order office supplies
- Payroll
- Banking/deposits/pay invoices balance accounts

EDUCATION

Ross Business Institute, Canton Mi— *Certified Medical Assistant*

AUGUST 2011 – MARCH 2012

Walsh College, Troy, MI—

1999-2002

Business and Accounting classes

Schoolcraft College

1995-1999

General, Business and Accounting Classes

REFERENCES

Available upon request

2024/25 SCHOOL YEAR

RETIREMENTS

NAME, ASSIGNMENT, DATE OF HIRE

REASON, EFFECTIVE DATE

MACKRAIN-SKWIRSK, TANYA
CURRICULUM COORD. SCIENCE, HEALTH & PE
PCCS EDUC. SUPPORT CENTER
08/30/1999

Retirement effective November 30, 2024.

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 REGULAR MEETING MINUTES
September 24, 2024

The Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, met in a Regular Meeting on Tuesday, September 24, 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 7:00 p.m. in the Boardroom.

Present: Members Christenson, Kehoe, McCoin, *Picard Sidhu, and Westra
Absent: None

Administrators Present: 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
Mr. Abdul Madyun, Chief Human Resource Officer
Mr. Frank Ruggirello, Director of Partnerships and External Affairs

Others Present: Ms. Diane Robertson, Executive Assistant to the Superintendent and Board
Ms. Sae Pawar, SVA Student Co-Chair
Mr. Brian Gesaman, McCarthy & Smith Senior Project Manager
Mr. Joe Ross, McCarthy & Smith Project Manager
Mr. Nick Tindall, McCarthy & Smith Assistant Project Manager

President Christenson led the Pledge of Allegiance.

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

Action Item #25-09-10: It was moved by Member Sidhu and seconded by Member Kehoe to Adopt the Agenda and the Consent Agenda as presented. The Consent Agenda consisted of New Hires, Leaves, Retirements, Regular Meeting Minutes of September 10, 2024, First Reading Policies, Final Reading Policies, and a Tentative Agreement with the Plymouth-Canton Education Association (PCEA).

Ayes: Members Christenson, Kehoe, McCoin, Sidhu, and Westra

Nays: None

The motion was carried 5-0

New Hires

Daguanno, Elyssa	Life Management Family and Consumer Science Discovery Middle School	Effective 9-9-24
Evans, Kayla	Elementary Classroom Tonda Elementary School	Effective 9-23-24
Hand, Ryan	Language Arts Liberty Middle School	Effective 9-26-24
Jackson, Chelsea	Elementary Classroom Farrand Elementary School	Effective 9-23-24
Kotlinski, Lea	Integrated Science Discovery Middle School	Effective 9-12-24
Raymond, Jessica	Integrated Science Elective 21 st Century East Middle School	Effective 9-23-24
Young, Jennifer	Resource Room Co-Teach w/General Ed Teacher Plymouth High School	Effective 9-12-24
Pettovello, Stephanie	Technical Coordinator Educational Support Center	Effective 9-9-24

Leaves

Kozlowski, Angela	Resource Room East Middle School	Unpaid Leave of Absence Effective 8-26-24 to 6-11-25
Lee, Jennifer	Elementary Classroom Eriksson Elementary School	Childcare Leave of Absence Effective 8-26-24 to 6-11-25
Wiessner, Carol	Elementary Classroom Bentley Elementary School	Leave of Absence Effective 9-3-24 to 6-11-25

Retirements

Archer, Brent	Elementary Classroom Isbister Elementary School	Retirement Effective 12-11-24
Senkbeil, Jamie	Employment Coordinator Administration Building	Retirement Effective 1-10-25

Approval of Minutes

The Regular Meeting Minutes of September 10, 2024, were approved as presented.

First Reading Policies

- Policy #6520 – Payroll Deductions

Final Reading Policies

- Policy #6350 – Prevailing Wage

B. Celebrating Success

Member Christenson presented Mr. Joe Bublitz, student support coordinator at Isbister Elementary, with the Mary Beth Carroll Extra Miler Award in recognition of his tireless dedication to Isbister students and colleagues. His unwavering commitment of time and energy positively impacts the Isbister school community every day.

Ms. Crystal Madera-Ghadieh, a paraprofessional at Isbister Elementary, was also honored with the Mary Beth Carroll Extra Miler Award for her role in brightening the lunchroom and office with her warm smile and positive energy, creating an inviting and uplifting environment for all.

C. Board Committee Reports/ActionPresidents Report – Lauren Christenson

President Christenson spoke about the open seat on the Board of Education, reminding community members that applications will be accepted until 4:30 p.m. tomorrow, September 25, 2024. She also shared that interviews will occur on Tuesday, October 1, 2024, at 6 p.m. during the public Board meeting.

Additionally, she invited Mr. Frank Ruggirello to share information about a potential new partnership with the City of Plymouth to install an artificial turf field at East Middle School. This field would not only serve the district's students but also be accessible for city recreation programs during evenings and weekends. Mr. Ruggirello introduced Plymouth Mayor Suzi Deal and City Manager Paul Sincock, who expressed excitement about this potential opportunity and look forward to sharing additional information later this year.

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

Member Sidhu shared that the SPA Committee met on September 18, 2024, to review assistive technology programs and how these resources support students. The committee also reviewed a presentation on Counseling Professional Learning Updates and curriculum materials for a high school multicultural literature course. Additionally, the committee addressed ongoing discussions at the state level regarding cell phone use in classrooms. The next SPA meeting is scheduled for October 2, 2024, at 5 p.m. in the Boardroom, and everyone is encouraged to attend.

***Member Picard arrived at 7:22 p.m.**

Policy Advisory Committee - Patti McCoin

Member McCoin shared that the Policy Committee met this evening and reviewed several policies, including those concerning animals on district property, purchasing policies, religious and patriotic services, and school visitors. A representative from the district's legal counsel was present to offer guidance and address any questions. The next Policy meeting is scheduled for October 22, 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 Kehoe shared that the F&O Committee met on September 19, 2024, and reviewed a presentation on summer bond construction projects. The committee also discussed the district's custodial services contract renewal and air conditioning challenges. The next F&O meeting is scheduled for October 3, 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 – Lauren Christenson

Saeel Pawar, a student co-chair, shared that the SVA committee met on September 16, 2024, where they reviewed the process for new members, assigned current members to schools, and started planning initiatives. Invitations were recently sent to students in grades 6-12, with the application window closing on October 6, 2024. The next SVA committee meeting will be held on October 21, 2024, at 4:30 p.m. at Discovery MS auditoria, and everyone is encouraged to attend.

D. Administrative Reports/Recommendations**Finance and Operations – Jill Minnick**2024 Summer Bond Program Update (Presentation)

Team members from McCarthy and Smith delivered a presentation showcasing key highlights and progress updates on the various P-CCS summer bond construction projects currently underway throughout the district. Several slides were displayed and reviewed, including renovations and additions at Hoben Elementary School, Pioneer, East, and West Middle Schools, Canton, Plymouth, and Salem High Schools, and Starkweather Academy. The presentation included details about upcoming projects and next steps.

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

First Reading Resolutions

- Consider Approval of a Resolution for a Custodial Contract Renewal with ABM Industries. It is recommended that a contract renewal be issued to ABM Industries for two additional years, from July 1, 2024, to June 30, 2026, following the completion of their initial three-year contract. Adjustments to the contract result in a total increase of \$468,950 over two years. The district is happy with its partnership with ABM, and the contract adjustments were discussed thoroughly at the last Finance and Operations Committee Meeting. (First Reading)

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

Final Reading Resolutions

- **Action Item #25-09-11:** It was moved by Member Kehoe and seconded by Member Westra to Approve a Resolution to Purchase a GMC Terrain SUV for the Safety and Security Department to meet the expanded needs and provide safer transportation for students and staff. It is recommended that this purchase be made from Todd Wenzel Buick GMC in Westland, MI, for an amount not to exceed \$34,079, including lights, radios, and security lettering. The cost of this vehicle will be funded from the State School Aid Act Section 31aa funds and the Security Department operating budget. (Final Reading)

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, and Westra

Nays: None

The motion was carried 6-0

- **Action Item #25-09-12:** It was moved by Member Kehoe and seconded by Member Picard to Approve a Resolution to Purchase Building Entry Intercom Systems. The P-CCS Safety and Security Department has identified the need to replace outdated building entry intercom and access control systems, which have been failing and lack compatibility with existing security cameras. It is recommended that this contract be awarded

to Safeware, with installation managed by Security 101, in an amount not to exceed \$153,904.62. This project will be funded from the State School Aid Act Section 31aa funds (Final Reading)

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, and Westra

Nays: None

The motion was carried 6-0

- **Action Item #25-09-13:** It was moved by Member Kehoe and seconded by Member Westra to Approve a Resolution to Purchase Additional Building Access Control Points. The P-CCS Safety and Security Department seeks to enhance security by adding access control points across the district. Each access point will be equipped with a card reader, compatible hardware for the upcoming encrypted system, and 3,000 new proximity cards. It is recommended that this contract be awarded to Safeware in an amount not to exceed \$88,113.44. The State School Aid Act Section 31aa funds will fund the project. (Final Reading)

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, and Westra

Nays: None

The motion was carried 6-0

- **Action Item #25-09-14:** It was moved by Member Kehoe and seconded by Member Westra to Approve a Resolution for the Purchase of Two Avigilon AVR Servers. The P-CCS Safety and Security Department seeks approval to purchase two AI NVR Avigilon Video servers for visible weapon detection. This technology will enable existing and new cameras to identify visible firearms and alert the security operations center, enhancing overall safety. It is recommended that this contract be awarded to Safeware in an amount not to exceed \$95,174.35. This project will be funded from the State School Aid Act Section 31aa funds and 2020 and 2023 bond funds. (Final Reading)

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, and Westra

Nays: None

The motion was carried 6-0

- **Action Item #25-09-15:** It was moved by Member Kehoe and seconded by Member Sidhu to Approve a Resolution for the Purchase of Two Electronic Signs. This recommendation requests approval to purchase two Daktronics Galaxy Outdoor Electronic Message Centers based on pricing from Sourcewell Contract 030223-DAK. The cost of the two signs will be \$44,336, and the installation, masonry, and electrical work for both signs is estimated at an amount not to exceed \$24,000 and includes a contingency amount of \$10,000. The total cost for this project will not exceed \$78,336 and will be paid with 2020 and 2023 bond funds. (Final Reading)

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, and Westra

Nays: None

The motion was carried 6-0

Teaching and Learning - Beth Rayl

First Reading Resolutions

- Consider Approval of a Resolution for High School ELA Course Materials for Multicultural Literature. The curriculum team has recommended the Latin American novel *Clap When You Land* by Elizabeth Acevedo as a first-semester whole-class text. Implementing this novel into the Multicultural Literature course will be free of additional cost since it is currently available in the P-CEP book room and has been used as a choice book in the past. This recommendation was discussed extensively at the SPA committee and would be implemented for the 2024-2025 school year and beyond. (First Reading)

E. Citizens' Comments

- Lisa Capatina spoke about student nutrition and community voice
- Rijvana Patel spoke about elementary playground fencing
- Jennifer Vos spoke about bond updates, custodial services, recess time, and board goals
- Steve Gentilia spoke about P-CEP football fields, maintenance, and a concession stand wall
- Natalie Sharpe spoke about bike racks at district schools

F. Action Items/Discussion

- **Action Item #25-09-16:** It was moved by Member Kehoe and seconded by Member Sidhu to Approve a Resolution to Adopt 2024-2025 Superintendent Goals (First and Final Reading)
Ayes: Members Christenson, Kehoe, McCain, Picard, Sidhu, and Westra
Nays: None
The motion was carried 6-0
- **Action Item #25-09-17:** It was moved by Member Kehoe and seconded by Member Westra to Approve a Resolution to Adopt 2024-2025 Board of Education Goals. (First and Final Reading)
Ayes: Members Christenson, Kehoe, McCain, Picard, Sidhu, and Westra
Nays: None
The motion was carried 6-0
- **Action Item #25-09-18:** It was moved by Member Kehoe and seconded by Member McCain to Adopt Policy #2410 (Rescind) Prohibition of Referral or Assistance. This policy update is being recommended by the policy committee following the repeal of the state law on which it was based. It was removed from the consent agenda to provide an opportunity for additional Board discussion. (Final Reading)
Ayes: Members Christenson, Kehoe, McCain, Sidhu, and Westra
Nays: Member Picard
The motion was carried 5-1
- **Discussion** - Member Sidhu spoke about her recent attendance at the Michigan Association of School Boards (MASB) Behind the Scenes at the Capitol Workshop. She shared several legislative updates from the session and their potential impact on public schools and the community.

G. Follow-up Board Questions

- The Board requested that a copy of the Multicultural Literature course materials from this evening's recommendation be made available for review.
- A request was made to confirm that all district website pages be updated to show the latest construction bond updates.
- Senate Bill 567 regarding Dyslexia - Clarity was requested to determine whether this bill referenced all students or only those identified in this group.

H. Adjournment

President Christenson adjourned the Regular Meeting at 8:55 p.m.

Judy Westra
Secretary, Board of Education

BOARD OF EDUCATION SPECIAL MEETING MINUTES
October 1, 2024

The Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, met in a Special Meeting on Tuesday, October 1, 2024, at 7:00 p.m. at the E.J. McClendon Educational Center, 454 S. Harvey, Plymouth, Michigan 48170.

President Christenson called the Special Meeting to order at 6 p.m. in the Boardroom.

Present: Members Christenson, Kehoe, McCain, Picard, Sidhu, and Westra

Absent: None

Administrators Present: Dr. Monica L. Merritt, Superintendent of Schools
Dr. Liz Vartanian-Gibbs, Assistant Superintendent of Student & Family Engagement
Mr. Kurt Tyszkiewicz, Assistant Superintendent of Student Services
Ms. Bethany Rayl, Chief Academic and Innovation Officer
Mr. Abdul Madyun, Chief Human Resource Officer
Ms. Carly Rays, Assistant Director of Marketing and Promotion

Others Present: Ms. Diane Robertson, Executive Assistant to the Superintendent and Board

President Christenson led the Pledge of Allegiance.

Adoption of the Agenda

Action Item #25-10-19: It was moved by Kehoe and seconded by Member Sidhu to adopt the Special Meeting Agenda as presented.

Ayes: Members Christenson, Kehoe, McCain, Picard, Sidhu, and Westra

Nays: None

The motion was carried 6-0

Citizens' Comments

- Mr. Michael Woodyard spoke about a judicial candidate endorsement made by an announcer at a recent Plymouth High School football game.

Special Meeting Topic

School Board Candidate Interviews

Nine (9) candidates were interviewed for the Board of Education Trustee vacancy to replace Trustee Shawn Wilson, whose resignation was effective September 9, 2024.

Board Member Votes							
Candidates	Member Christenson	Member Kehoe	Member McCain	Member Picard	Member Sidhu	Member Westra	TOTALS
Myla Harris			2				2
Hachem Ossieran	2	1				2	5
Rockland Johnson		2	1	2	2		7
Aamina Ahmed	3	3	3		3	3	15
Nagwa Ali					1	1	2
Paul Luskin				1			1
Darlene Hider							0
Gabriel Jim	1			3			4
Christine Tervo							0

Based on the tally of votes (3 points for first choice, 2 points for second choice, and 1 point for third choice), the following three (3) candidates with the most votes, as noted above, were selected to participate in the second-round interviews immediately following:

Hachem Ossieran
Rockland Johnson
Aamina Ahmed

Final Round School Board Candidate Interviews

The Board of Education interviewed the three (3) finalists to fill the vacant Board Trustee position. Each candidate answered the same set of questions. Based on the tally of votes (2 points for first choice and 1 point for second choice), **Aamina Ahmed scored the highest points.**

Board Member Votes							
Candidates	Member Christenson	Member Kehoe	Member McCoin	Member Picard	Member Sidhu	Member Westra	TOTALS
Hachem Ossieran						1	1
Rockland Johnson	1	1	1	2	1		6
Aamina Ahmed	2	2	2	1	2	2	11

The highest points scored = 11 for candidate Aamina Ahmed, as noted above

President Christenson expressed appreciation to all the candidates who interviewed and encouraged everyone to stay engaged with the district by serving on committees, volunteering, or attending Board meetings.

Action Item #25-10-20: It was moved by Member Kehoe and seconded by Member McCoin to Approve a Resolution to Appoint Aamina Ahmed to the vacant School Board Trustee seat (First and Final Reading).

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, and Westra

Nays: None

The motion was carried 6-0

Adjournment

President Christenson adjourned the Special Meeting at 8:47 p.m.

Judy Westra
Secretary, Board of Education

PLYMOUTH-CANTON COMMUNITY SCHOOLS
Plymouth, Michigan

M E M O

MEMO TO: Members of the Board of Education
Dr. Monica L. Merritt, Superintendent

FROM: Abdul Madyun, Chief Human Resources Officer

DATE: October 8, 2024

SUBJECT: **Policy 9150-School Visitors**

Date to Administrator for review: August 2024 Reviewed by: Abdul Madyun

Date reviewed and approved by the Policy Advisory Committee September 24, 2024

This policy from NEOLA: ☐ reflects current state of the law and should be adopted to have accurate policies

☒ is recommended but not required

☐ is optional

This policy is being brought to the Board of Education for first reading.

KEY IDEA:

This policy is being brought forward as part of the policy review process to reflect current practices.

RECOMMENDED RESOLUTION

It was moved by member _____ and seconded by member _____ to approve the first reading of **Policy 9150** for the Plymouth-Canton Community Schools. A period of at least two weeks will be allowed for stakeholder input prior to a second reading at a public board meeting, at which time a majority vote of the board voting in favor of this policy will cause it to be adopted.

Ayes: _____

Nays: _____

The Motion was: _____

Attachments X New/Revised/Replacement Policy
 Current Policy

Book	Policy Manual
Section	Ready for Policy Meeting
Title	SCHOOL VISITORS
Code	po9150
Status	
Adopted	August 23, 1993
Last Revised	January 10, 2023
Last Reviewed	September 24, 2024

9150 - **SCHOOL VISITORS**

The Board of Education welcomes and encourages visits to school by parents/guardians, other adult residents of the community, and interested educators. But in order for the educational program to continue undisturbed when visitors are present and to prevent the intrusion of disruptive persons into the schools, it is necessary to establish visitor guidelines.

The Superintendent or the principal has the authority to prohibit the entry of any person to a school of this District or to expel any person when there is reason to believe the presence of such person would be detrimental to the good order of the school (i.e. Threatening or assaultive behavior, aggressive behavior, causing a disturbance, abusive language toward staff or students; or any other behavior that has the potential to adversely impact the safety or security of the school). If such an individual refuses to leave the school grounds or creates a disturbance, the Superintendent or their designee, principal is authorized to request from the local law enforcement agency whatever assistance is required to remove the individual. The process outlined in AG9150 should be followed when enforcing this provision.

All visitors, including parents/guardians, must sign-in through the visitor management kiosk, present a form of identification (ID) or at a minimum provide their name and date of birth, upon entering during the school hours and when children are present. All visitors will be subject to a screen against the national sex offender registry. Any information received from the process is viewed only by the building administrator.

Individuals who are registered sex offenders and wish to participate in school activities may be allowed on campus. Conditions may be imposed by the Superintendent/designee on the individual's campus visit(s) governing the terms and conditions of the visit. These conditions may include, but are not limited to, the need to receive prior permission before entering campus, required check-in, an approved escort in the building or at an event, and time or location limitations while on campus.

A visitor who fails to submit a form of identification or their name and date of birth shall not be allowed on school property. Plymouth-Canton Community Schools shall comply with all legal restraining and protective orders.

Non-staff access to students and classes must be limited and only in accordance with a schedule which has been determined by the principal after consultation with the teacher whose classroom is being visited. Classroom visitations must be non-obtrusive to the educational process and learning environment and should not occur on an excessive basis.

Parent/guardian concerns about any aspect of their child's educational program should be presented through the procedure set forth in Board Policy 9130 - Public Complaints, a copy of which is available at the Board office and at each school.

The Superintendent shall promulgate such administrative guidelines as are necessary to protect students and employees from disruption to the educational program or the efficient conduct of their assigned tasks.

Rules regarding entry of persons other than students, staff, and faculty upon school grounds or premises shall be posted conspicuously at or near the entrance to such grounds or premises if there are no formal entrances, and at the main entrance to each school building.

Individual Board members who are interested in visiting schools or classrooms on an unofficial basis shall make the appropriate arrangements with the principal. In keeping with Board procedures, such Board member visits shall not be considered to be official unless designated as such by the President.

The Board member shall be visiting as an interested individual in a similar capacity of any parent or citizen of the community. These visits should not be considered to be inspections nor as supervisory in nature.

If, during a visit to a school or program, a Board member observes a situation or condition which causes concern, the Board member should discuss the situation first with the Superintendent as soon as convenient and then the Board member may discuss with the principal if serious enough. Such a report or discussion shall not be considered an official one from the Board member.

Revised 4/8/08

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PLYMOUTH-CANTON COMMUNITY SCHOOLS
Plymouth, Michigan

MEMO

MEMO TO: Members of the Board of Education
Dr. Monica L. Merritt, Superintendent

FROM: Abdul Madyun, Chief Human Resources Officer

DATE: October 8, 2024

SUBJECT: Policy 6520-Payroll Deductions

Date to Administrator for review: August 2024 Reviewed by: Abdul Madyun

Date reviewed and approved by the Policy Advisory Committee August 27 2024

This policy from NEOLA:

☒	reflects current state of the law and should be adopted to have accurate policies
☐	is recommended but not required
☐	is optional

This policy is being brought to the Board of Education for second and final reading.

KEY IDEA:

This policy is being brought forward as part of the policy review process to reflect current law.

RECOMMENDED RESOLUTION

It was moved by member _____ and
seconded by member _____ to approve the second reading
of **Policy 6520** for the Plymouth-Canton Community Schools.

Ayes: _____

Nays: _____

The Motion was: _____

Attachments X New/Revised/Replacement Policy
 Current Policy

Book	Policy Manual
Section	Ready for Policy Meeting
Title	Vol. 38, No. 2 - February 2024 Revised PAYROLL DEDUCTIONS
Code	po6520
Status	
Adopted	August 23, 1993
Last Revised	August 27, 2024
Last Reviewed	August 27, 2024

Revised Policy - Vol. 38, No. 2

6520 - PAYROLL DEDUCTIONS

The Board of Education authorizes in accordance with the provisions of law or upon proper authorization on the appropriate form that deductions be made from an employee's paycheck form for the following purposes:

- A. Federal and State income tax
- B. Social Security
- C. Municipal income tax
- D. Public School Employees Retirement System
- E. Michigan Public School Employment Retirement System (MPSERS) Tax Deferred Payment (TDP) plan
- F. other legally permissible deductions established through an applicable collective bargaining agreement
- G. (X) Section 125 deductions (cafeteria plans)
- H. (X) U.S. Savings Bonds
- I. (X) direct deposit in a chartered credit union and/or bank
- J. (X) contributions to charitable corporations, not-for-profit, and community fund organizations
- K. (X) payment of group insurance premiums for a plan in which at least ten percent (10%) of the District employees participate
- L. (X) payment for benefits of part-time employees who elect to participate in benefits provided to full-time staff
- M. (X) court ordered judgments

~~Deductions are not allowed for dues or service fees for a labor organization or for contributions to political action committees. [Note: The prohibition on deduction of union dues or services fees is effective as of March 16, 2012, unless a collective bargaining agreement was in effect as of that date, then it becomes effective with the date of expiration, renewal or extension of that bargaining agreement.]~~

To the extent permitted by law and in accordance with the procedures set forth below, the Board of Education declares its willingness to enter into an agreement with any of its employees whereby the employee agrees to take a reduction in salary with respect to amounts earned after the effective date of such agreement in return for the Board's agreement to use a corresponding amount to purchase an annuity for such employee (or group of employees desiring the same annuity

company) from any company authorized to transact the business as specified in law in accordance with Section 403(b) of the Internal Revenue Code, and in accordance with the District's administrative guidelines. However, it shall be clearly understood that the Board's only function shall be the deduction and remittance of employee funds.

In any case where the employee designates the agent, ~~broker, broker~~ or company through whom the Board shall arrange for the placement or purchase of the tax-sheltered annuity, the agent, ~~broker, broker~~ or company must execute a reasonable service agreement, an information sharing agreement, and/or other similar agreements as determined at the discretion of the District. The service agreement shall include a provision that protects, indemnifies, and holds the District harmless from any liability attendant to procuring the annuity in accordance with provisions of the Internal Revenue Code and other applicable Federal or State law.

☒] The agent, ~~broker, broker~~ or company must be designated by a number of employees equal to at least one percent (1%) of the Board's full-time employees or at least five (5) employees, whichever is greater (except under no circumstances shall the agent, ~~broker, broker~~ or company need to be designated by more than fifty (50) employees).

☒] The Board may waive this requirement for new employees who have already purchased annuities from an agent, ~~broker, broker~~ or company, not utilized by current employees in the District, while the individuals were employed by another public entity.

☒] The Board may limit the number of participating providers and select approved providers.

The Board, by providing employees with payroll deduction services for annuities, is not providing any financial advice to employees, and is not vouching for the suitability of any investment or any annuity provider. The District assumes no responsibility or liability for any investment decisions or losses with respect to employee annuity purchases.

Said agreement shall comply with all of the provisions of law and may be terminated as said law provides upon notice in writing by either party. Employees shall notify the Superintendent's Office in writing if they wish to participate in such a program.

M.C.L. 380.1224, 408.477; ~~423.210 (2012 P.A. 53)~~

~~M.E.A. v. Secretary of State, (on rehearing) 489 Mich. 104 (2011)~~

~~Mich. OAG 7187 (2006)~~

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Legal

M.C.L. 380.1224, 408.477

Out-of-Contiguous United States Field Trips - October 8, 2024 Board of Education Meeting

Grade Levels	Building	Destination of Trip	Purpose	# of students	# of chaperones	Date of Student Performance and Achievement Committee Review
9-12	Salem	Hawaii	Students will explore Polynesian Music, perform at a Choral Festival, and participate in a workshop at University of Hawaii.	Approx 52	Approx 20	October 2, 2024

MEMORANDUM

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

From: Abdul Madyun
Chief Human Resources Officer

Subject: Tentative Agreement with Plymouth-Canton Association of Education Office
Personnel(PCAEOP)

Date: October 8, 2024

Attached is the tentative agreement reached with the Plymouth-Canton Association of Education Office Personnel(PCAEOP). The Union has already ratified this agreement.

RESOLUTION

It was moved by Trustee_____and supported by Trustee_____that the Board of Education ratifies the Tentative Agreement between the Plymouth-Canton Board of Education and the Plymouth-Canton Association of Education Office Personnel(PCAEOP). This agreement is effective until June 30, 2026

Ayes_____ Nays_____ Abstain_____

TENTATIVE AGREEMENT
Between
PLYMOUTH-CANTON BOARD OF EDUCATION
and the
Plymouth Canton Association of Education Office Personnel

The following items, which will be memorialized in the master agreement between the Plymouth-Canton Board of Education and the Plymouth-Canton Association of Education Office Personnel, represents the agreement between the parties for the 2024/2025, and 2025/2026 school years.

Compensation:
Year 1: All eligible employees move one step on scale
\$400.00 Signing Bonus
All Employees moved onto new pay scale (Attached)
Year 2: All eligible employees move one step on scale
\$.50 increase to all steps on scale

Language Changes:
Article 8.3-Employees will be eligible for paid holidays upon successful completion of 45 work days
All 227 day & 240 day employees placed on work calendars
Article 6.1- Payroll deduction of dues
Annualized Pay
Admin Assistant to APAA moves to 240 day Calendar
Article X-Subcontracting language
Dental Coverage-Increased to \$1500 annually
Article 13.3-All employees within the bargaining unit will work 8 hours per day

Year 1		New Wage Scale					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 6 - Proposed		18.75	19.80	20.87	21.92	22.72	24.30
Level 6		18.50	19.02	19.69	20.18	20.72	22.04
Increase		0.25	0.78	1.18	1.74	2.00	2.26
Level 5 - Proposed		18.63	19.58	20.53	21.48	22.25	23.54
Level 5		18.38	18.85	19.29	19.76	20.25	21.38
Increase		0.25	0.73	1.24	1.72	2.00	2.16
Level 4 - Proposed		17.37	18.40	19.42	20.44	21.24	22.73
Level 4		17.12	17.69	18.24	18.93	19.44	20.70
Increase		0.25	0.71	1.18	1.51	1.80	2.03
Level 3 - Proposed		16.70	17.70	18.70	19.70	20.48	21.93
Level 3		16.45	17.04	17.64	18.11	18.68	19.91
Increase		0.25	0.66	1.06	1.59	1.80	2.02
Year 2		\$.50 increase on all steps plus a step					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 6 - Proposed		19.25	20.30	21.37	22.42	23.22	24.80
Level 6		18.75	19.80	20.87	21.92	22.72	24.30
Increase		0.50	0.50	0.50	0.50	0.50	0.50
Level 5 - Proposed		19.13	20.08	21.03	21.98	22.75	24.04
Level 5		18.63	19.58	20.53	21.48	22.25	23.54
Increase		0.50	0.50	0.50	0.50	0.50	0.50
Level 4 - Proposed		17.87	18.90	19.92	20.94	21.74	23.23
Level 4		17.37	18.40	19.42	20.44	21.24	22.73
Increase		0.50	0.50	0.50	0.50	0.50	0.50
Level 3 - Proposed		17.20	18.20	19.20	20.20	20.98	22.43
Level 3		16.70	17.70	18.70	19.70	20.48	21.93
Increase		0.50	0.50	0.50	0.50	0.50	0.50

MEMORANDUM

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

From: Abdul Madyun
Chief Human Resources Officer

Subject: Tentative Agreement with Plymouth-Canton Plant Engineers(PCPE)

Date: October 8, 2024

Attached is the tentative agreement reached with the Plymouth-Canton Plant Engineers(PCPE). The Union has already ratified this agreement.

RESOLUTION

It was moved by Trustee _____ and supported by Trustee _____ that the Board of Education ratifies the Tentative Agreement between the Plymouth-Canton Board of Education and the Plymouth-Canton Plant Engineers(PCPE). This agreement is effective until June 30, 2027

Ayes _____ Nays _____ Abstain _____

TENTATIVE AGREEMENT
Between
PLYMOUTH-CANTON BOARD OF EDUCATION
and the
Plymouth Canton Plant Engineers(PCPE)

The following items, which will be memorialized in the master agreement between the Plymouth-Canton Board of Education and the Plymouth-Canton Plant Engineers represents the agreement between the parties for the 2024/2025, 2025/2026, and 2026/2027 school years.

Compensation:
Year 1: All eligible employees move one step on scale
Eliminate Step 1
\$600.00 Signing Bonus
3% increase to Top Step
Year 2: All eligible employees move one step on scale
3% increase to entire salary scale
Year 3: Wage Reopener

Language Changes:
Article IX-Holidays: Employees are eligible for paid holidays upon completion of 45 work days within the 90 day probation and successful completion of the 30 day probationary evaluation
Article XIV-Uniforms: The District will allocate \$425.00 annually for the purchase, replacement or repair of uniforms and \$250.00 every other year for work boots to be purchased at a store mutually agreed upon between both parties.
Dues Deduction language added
Subcontracting language added

2024/2025 Plant Engineer Salary Schedule

Step	1	2	3	4	5	6	7
Class A-High School		\$20.92	\$21.67	\$22.42	\$23.32	\$24.07	\$26.08
Class B-Middle School		\$19.32	\$20.11	\$20.85	\$21.69	\$22.44	\$24.36
Class C-Elementary School		\$18.31	\$19.23	\$20.16	\$21.06	\$21.81	\$23.70

2025/2026 Plant Engineer Salary Schedule

Step	1	2	3	4	5	6	7
Class A-High School		\$21.54	\$22.32	\$23.09	\$24.01	\$24.79	\$26.86
Class B-Middle School		\$19.89	\$20.71	\$21.47	\$22.34	\$23.11	\$25.09
Class C-Elementary School		\$18.85	\$19.80	\$20.76	\$21.69	\$22.46	\$24.41

P-CCS Middle Level Program Highlights 2024-2025

Middle School Deans of Student Support

**P-CCS Board of Education
Meeting
October 8, 2024**



Purpose of Today's Presentation

- Share highlights from P-CCS middle level programming during the 2024-25 school year that support the P-CCS Dynamic Plan and Learner Profile.
- Explore the impact of the Middle School Dean of Student Success as an integral component of a Multi-Tiered System of Supports (MTSS).



Plymouth-Canton Community Schools (P-CCS)

Dynamic Plan 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.



AMLE: Essential Attributes of Successful Middle Schools



Responsive

Using the distinctive nature and identities of young adolescents as the foundation upon which all decisions about school are made.



Challenging

Cultivating high expectations and advancing learning for every member of the school community.



Empowering

Facilitating environments in which students take responsibility for their own learning and contribute positively to the world around them.



Equitable

Providing socially just learning opportunities and environments for every student.



Engaging

Fostering a learning atmosphere that is relevant, participatory, and motivating for all learners.

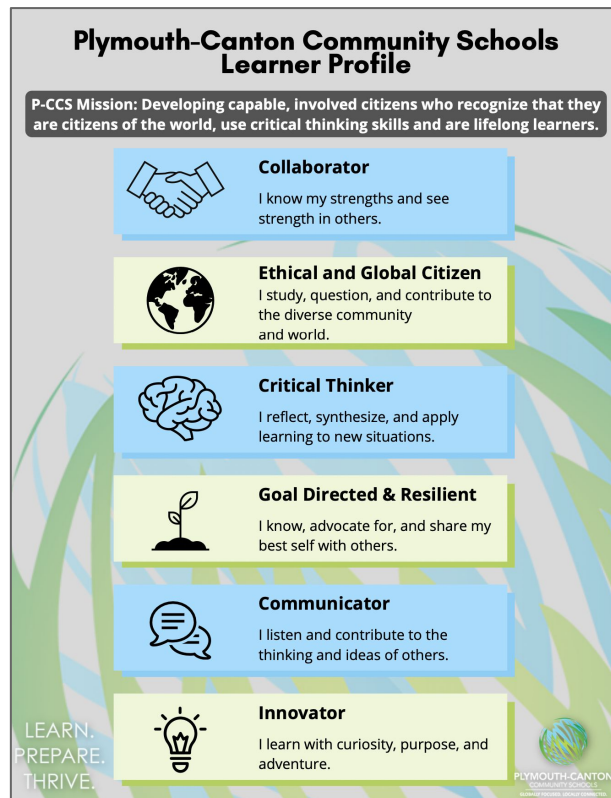


PLYMOUTH-CANTON

COMMUNITY SCHOOLS
GLOBALLY FOCUSED, LOCALLY CONNECTED.

Learner Profile

- Collaborator
- Ethical and Global Citizen
- Critical Thinker
- Goal Directed & Resilient
- Communicator
- Innovator



Logic Model

Purpose Statement: P-CCS middle schools will engage all students in experiences that support their academic and social emotional growth.

Inputs:

Strong MTSS Framework

Foundation of developmental best practice

Professional learning for staff

Student and family feedback

Activities:

Staff PD: equity, Multi-tiered system of supports (MTSS), SEL, instructional practices

Wide range of co & extracurricular activities

Space for student voice and choice

Intentional elementary to middle transition activities

Outputs:

More equitable practices and culturally responsive environment

At-risk students identified and receiving tailored interventions

All students can identify a trusted adult in school

Improved student attendance, behavior, achievement & growth

Outcomes:

Students and staff feel safe, represented, valued, and challenged

Closing of achievement and opportunity gaps

Students prepared for future success



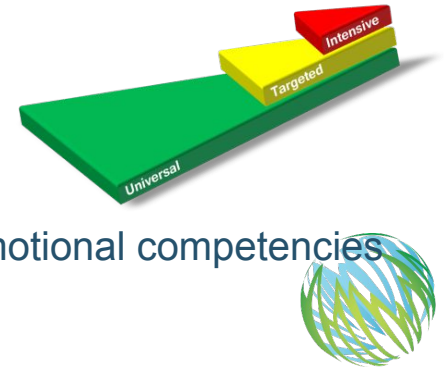
Deans - An Essential Component of the MTSS Framework

Tier 1 (Whole School - Universal)

- Support school-wide climate and culture through active supervision and building relationships with students.
- Provide instruction to students in conflict avoidance.
- Use Restorative Practices resolution to build community and repair harm.
- Provide support for alternatives to suspension for different minor infractions.

Tier 2 & 3 (Caseload - Targeted)

- Provide Caseload students with more intense support and monitoring of progress toward targeted goals in one or more of the following:
 - Academics
 - Behavior
 - Attendance
 - Social & emotional competencies



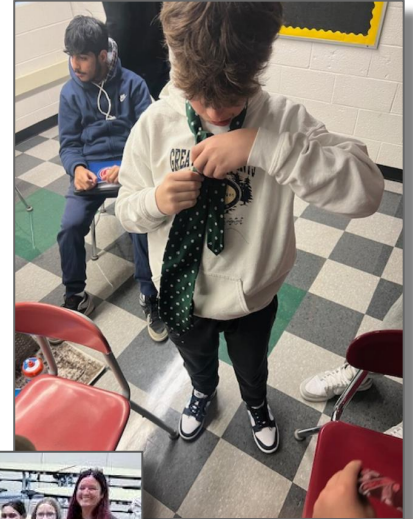
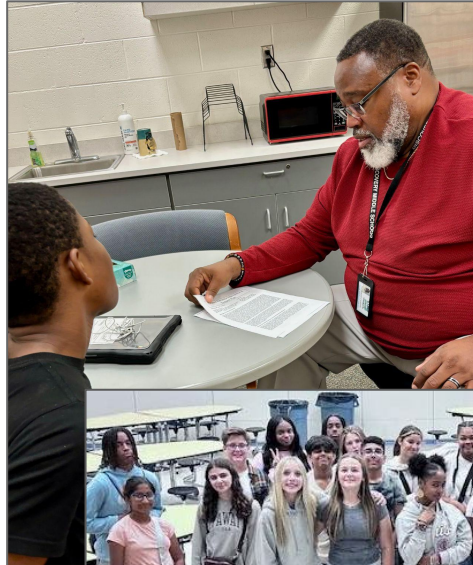
Deans - An Essential Component of the MTSS Framework

Partner with Administrators, Counselors, & Behavior Specialists



Deans - An Essential Component of the MTSS Framework

Work Directly With Students



Deans - An Essential Component of the MTSS Framework

Are an In-Class Presence



Deans - An Essential Component of the MTSS Framework

Build Community



Deans - An Essential Component of the MTSS Framework

Additional Duties & Responsibilities

This is an inclusive list of all Deans, some are shared and a few are individual.

- Building Emergency Operations Team Member
- Medical Emergency Response Team Member
- MTSS Team Member
- PBIS Team Member/ Building Coach
- Building Equity Team Member
- Rising 6th Grade Shadow Day Coordinator

- Academic Lunch Coordinator
- PBIS Reward Detention Room Supervisor
- 504 Coordinator
- AM/PM Bus Loop Supervisor
- Lunch/ Recess Supervisor
- Student club advisor
 - Black Student Union
 - Student United Nations



Impact - Administrator Perception

The Dean of Student Support has been an incredible addition to our middle schools. It is amazing that our students have another trusted adult whose primary focus is to help them succeed socially, behaviorally and academically.

Our Dean has been such an important part of helping students repair relationships that have been damaged by poor choices.

Our Dean's positive attitude, and willingness to help all students, have improved our school culture and climate.

Our Dean strives to make sure all stakeholders feel safe, cared for, and heard. The bridges they help build result in stronger connections than would have otherwise happened on their own.

Our Dean has continued to impact the dynamics and culture of our school by bringing fresh ideas and ways to support, not only their caseload, but all of our students. All of our tiers of support have have been strengthened due to our Dean' passion to ensure students, parents, and staff have everything they need to be successful.



2023-24 School Year Impact

Dean of Student Success Caseload Data

2023-24 Success Rate by Numbers of Individual Student Goals

Count of Students that Met 51% or More of Individual Goals	# of Total Caseload Students With Goals	Percentage of Students that Met 51% or More of their Goals
154	189	81.5%

2023-24 Success Rate by Students With Goals

Count of Individual Goals Met	Total Individual Goals	Percentage of Individual Goals Met
552	694	79.5%

Schoolwide Impact

Out of School Suspension Counts

22-23 SY	23-24 SY
472	439
7% decrease	



Middle School Deans of Student Support





PLYMOUTH-CANTON
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Board Meeting 10-8-2024
Action Item #25-10-22
Final Reading

MEMO

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

From: Beth Rayl, Chief Academic and Innovation Officer

Subject: Multicultural Literature Course Materials (FINAL READING)

Date: October 8, 2024

Multicultural Literature is a yearlong English Language Arts (ELA) course for 11th and 12th-grade students launched in the 2023-24 school year. This course examines how individual voices shape our culture and society. Texts explore various cultures, all reflecting distinct voices but shared experiences. The cultures studied include Native American, Latin American, African American, Asian American, Middle Eastern American, and students' own cultures.

The ELA Curriculum Team has recommended the Latin American novel *Clap When You Land* by Elizabeth Acevedo as a first-semester whole-class text. The Multicultural Literature instructors would like students to read this text because it encompasses many of the themes covered in the course over the year: women's lives, immigration, trauma, resilience, and reconciliation. *Clap While You Land* also allows students to practice reading text from the perspectives of multiple narrators, infer character traits, recognize craft in writing, and learn to read poetry effectively.

Clap When You Land is a novel-in-verse that explores the lives of two sisters who have grown up in different countries, shaped by differing cultures, unaware of each other. Camino Rios lives in the Dominican Republic and looks forward to the summers when her father visits. Yahaira Rios resides in New York City with both of her parents. The girls learn of each other's existence through the devastating loss of their father. Together, they process the difficulty of forgiveness and form a bond despite their differences.

Implementing *Clap When You Land* as a whole-class novel would be free of additional cost because it is currently available in the P-CEP book room and has been used as a choice book in the past.

RECOMMENDED RESOLUTION:

It was moved by member _____ and seconded by member _____
to approve the implementation of *Clap When You Land* as a whole-class novel for Multicultural
Literature for the 2024-25 school year and beyond. FINAL READING at the Board of Education
meeting on October 8, 2024.

Ayes: _____

Nays: _____

The motion was: _____

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: October 8, 2024

RE: Approval to Purchase Chiller for Plymouth High School – First Reading

Background:

During the past summer at Plymouth High School, a storm caused a brownout that damaged the chiller motor. Following a comprehensive assessment, we concluded that the chiller was beyond repair. We subsequently filed a claim with our district liability insurance carrier, SetSeg, to cover the damage to the equipment and the costs associated with renting temporary air conditioning units.

In response to our situation, Trane has submitted a proposal for the replacement of the damaged equipment, totaling \$179,852.04, under the OMNIA Vendor Contract #3341. We anticipate a lead time of approximately 12 weeks before the new equipment is delivered.

Please be aware that expenses related to the chiller replacement will be reimbursed through the proceeds of our insurance claim.

This matter was discussed by the Finance & Operations Committee during meetings on September 5 and September 19, 2024.

Recommended Resolution:

It was moved by member _____ and seconded by member _____ to approve the purchase of a replacement chiller for Plymouth High School from Trane U.S., Inc., at a cost of \$178,582.04 to be paid with insurance claim proceeds.

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 8, 2024

RE: **Plymouth HS Chiller, Control Upgrade & Earthwise Purge Pump Replacement**

On June 20, 2024 a severe storm resulted in an electrical brownout at Plymouth High School. This event caused substantial damage to the school's chiller system, rendering it inoperable and beyond repair.

In light of this situation, Plymouth-Canton Community Schools (P-CCS) filed an insurance claim to address the extensive damage sustained. This claim not only encompasses the urgent need for temporary air conditioning solutions to ensure a comfortable learning environment for our students but, also includes the costs associated with the replacement of the damaged chiller system.

After careful assessment, we are recommending the replacement of the chiller at Plymouth High School. The pricing for the proposed replacement system has been derived from the OMNIA Vendor Contract #3341, ensuring we are utilizing an established and competitively priced source. The total cost for the new chiller, along with the control panel upgrade and Earthwise purge pump, is estimated at \$179,852.04.

We respectfully request that Trane U.S. Inc. be awarded the contract to supply the replacement equipment and carry out the necessary installation work. Their experienced team is well-equipped to handle the requirements of this project efficiently and effectively.

Attached to this proposal, you will find a comprehensive document detailing the equipment specifications and necessary components required for the successful implementation of this project. It is important to note that the financial obligations associated with this contract will be covered through the proceeds from the insurance claim, thereby minimizing any direct impact on the school's budget.

We appreciate your attention to this urgent matter and your consideration of this recommendation. The timely replacement of the chiller system is crucial in maintaining a conducive learning environment for our students and staff.

Thank you for your support.



Trane U.S. Inc.
37001 Industrial Road
Livonia, MI 48150
Phone: (734) 452-2000
Fax: (734) 452-2020

October 3, 2024

Plymouth Canton Schools
14967 PILOT DRIVE
Plymouth, MI 48170-4817
Omnia Contract Number 3341

Site Address:
PCCS Plymouth High School
8400 N Beck Rd
Canton, MI 48187

ATTENTION: Matt Lents

PROJECT NAME: PCCS Plymouth HS New Starter, Control Upgrade & Earthwise Purge Pump

TRANE ADAPTIVE FREQUENCY™ DRIVE UPGRADE FOR CENTRAVAC™ CHILLER

We are pleased to offer you this proposal for the Adaptive Frequency Drive™ upgrade for your CenTraVac chiller. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious and aligns expectation of work scope while providing efficient and productive delivery of services.

Trane's Adaptive Frequency Drive™ (AFD) upgrade adds variable speed control to CenTraVac chiller compressors. This may help to reduce energy consumption, improve chiller unloading range, allow softer starts, increase motor life, and provide quieter chiller operation.



TRANE ADAPTIVIEW™ DISPLAY UPGRADE WITH SYMBIO® CONTROLLER FOR CENTRAVAC® CHILLER

We are pleased to offer you this proposal for the AdaptiView™ Display Upgrade with Symbio® Controller for your CenTraVac® system. Services will be performed using Trane's exclusive service procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious and aligns expectation of work scope while providing efficient and productive delivery of services.

The Trane AdaptiView display with Symbio controller combines color graphic operator interface with advanced processing and communications capability to enhance the usability and functionality of your chiller system. It also allows open protocols for direct communication with other building control systems. By giving a better view into a chiller's inner workings, AdaptiView display with Symbio controller helps keep building occupants cool and critical processes operational.



An added benefit of the Symbio controller is that it allows our service technicians to use our newest generation of laptop computer-based service tools when working on your chiller. In the years to come, you will see how these tools will help improve the speed of chiller diagnosis and repair work. It will also provide you with better records logging of our work and your equipment's performance.

EARTHWISE PURGE

The Earthwise purge is designed to be the best-performing, most maintenance-free purge ever. The advanced R-404a refrigeration system allows the Earthwise purge to operate in a much wider range than other purges. Such a wide operating range means that the Earthwise purge will function more reliably and efficiently in applications such as chillers in series, free cooling, ice-making, and outdoor chillers.

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

PCCS Plymouth High School

The following "Covered Equipment" will be serviced at PCCS Plymouth High School:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHF091FA1	L01E08817	

ADAPTIVE FREQUENCY DRIVE UPGRADE PROPOSAL

The conversion of existing Trane CenTraVac™ compressor from constant speed operation to variable speed operation using Trane AFD controls and Frequency drive.

SCOPE OF SERVICE

- Evaluation of present unit condition*.
- Upgrade of chiller unit controls to variable speed compatibility.
- Removal and salvage of existing CenTraVac starter or drive components.
- Installation of new Trane UL listed CenTraVac AFD drive assembly.
- Reconfiguration of building power to work with new drive.
- Startup and logging of the chiller.
- Operator training of usage and features of new control system.

*** Any additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.**

UNIT CONTROLS UPGRADE PROPOSAL

The conversion of the existing Trane CenTraVac® chiller control processor and operator interface to the current production CenTraVac AdaptiView™ display with Symbio® controller.

SCOPE OF SERVICE

- Inspection of chiller to validate operating condition*. Recording present chiller DynaView™ operating configuration and logged data.
- Removal and salvage of existing control panel door and door-mounted CenTraVac Dynaview chiller controller.
- Installation of new control panel door, CenTraVac UC800 chiller controller, and power supply.
- Installation of spring-loaded mounting arm and Adapt iView color graphic operator display.
- Use of Trane service tool to reformat existing chiller data into Symbio format and download to new chiller control.
- Startup and logging of the chiller.
- Operator training of usage and features of the new control system.

* Any additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.

WARRANTY

STANDARD WARRANTY – 36-month Parts Only Warranty.

OPTIONAL WARRANTY – Extended parts and labor warranty options of various lengths up to 5 years from AFD sale date are available. If selected, a Trane warranty certificate documenting parts and labor coverage for the above scope will be issued for the duration indicated.

PRICING AND ACCEPTANCE

TOTAL PRICE APPROVED BY OMNIA COOPERATIVE:\$178,582.04 USD
Omnia Contract Number #3341

CLARIFICATIONS

1. Price does not include applicable sales taxes, which will be added and reflected in the invoice(s).
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. Any additional repairs will be brought to your attention, quoted separately, and will be done only following your approval

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, which Cancellation Fee represents unbilled labor, non-labor expenses, and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 7 of the attached Terms and Conditions – Quoted Service.

This proposal is valid 30 days from October 3, 2024.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Rich Starr
_____ Printed Name	_____ Proposal Date: August 19, 2024
_____ Title	_____ Cell: (734) 679-0088
_____ Purchase Order	_____ Office: (734) 452-2000
_____ Acceptance Date	_____ License Number:
	_____ Authorized Representative
	_____ Title
	_____ Signature Date

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. 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 services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

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. Acceptance. 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. 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 the 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 Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. 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 Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 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 or otherwise enforcing these terms and conditions.

8. Customer 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 connection with 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 the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company 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. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; 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 or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. 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 REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. 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

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify 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 personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or 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 or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. 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), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). 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 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 any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract 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 or its insurer waive its right of subrogation

18. 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 ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services 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; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor 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.

19. 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 Services are 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 Services are 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 premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States 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 Services. 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, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their 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. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States 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; and 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.

21. U.S. Government Contracts.

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 / Purchase Order 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: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby 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 contractor's 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 Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. 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.

1-10.48 (0821)
Supersedes 1-10.48 (0720)

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

APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



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

TO: Monica Merritt, Superintendent
Board of Education

FROM: Jill Minnick, Chief Finance & Operations Officer

DATE: October 8, 2024

RE: **Two-Year Optional Renewal with ABM Industries for Custodial Services – Final Reading**

OVERVIEW:

We are asking for approval to renew the service agreement with ABM for custodial services for two additional years, from July 1, 2024, to June 30, 2026, following the completion of their initial three-year contract on June 30, 2024.

Highlights of the renewal for fiscal year 2025 include a 2% increase in management salaries and custodial hourly wages at a cost of about 2.5%, capturing savings with the elimination of COVID hiring incentives, and the addition of three (3) full-time custodial positions at high schools for lunch support. In fiscal year 2026 the renewal will be an additional 1.5% salary increase for ABM staff at an approximate cost of 2%.

Overall, this results in a total increase of \$468,950 over the two years.

This item was presented for first reading at the Board of Education meeting held on September 24, 2024.

RECOMMENDED RESOLUTION:

It was moved by Member _____ and seconded by Member _____ to approve a two-year optional renewal with ABM Industries, which will result in a total increase of \$468,950 over two years.

Ayes: _____

Nays: _____

The motion was: _____



To: Dr. Monica Merritt, Superintendent
Board of Education Finance & Operations Committee

From: Jill Minnick, Chief Finance & Operations Officer

Date: September 23, 2024

RE: **ABM Contract – Two Year Optional Renewal**

P-CCS entered into a service agreement with ABM for custodial services, which commenced on July 1, 2021. The initial agreement was for a three-year term, running from July 1, 2021, to June 30, 2024, with the option of two one-year renewals, extending from July 1, 2024, to June 30, 2026.

During late spring and summer, members of the district administration engaged in discussions with ABM leadership to negotiate the terms of an extension. We propose a two-year agreement, effective from July 1, 2024, to June 30, 2026, which includes the following negotiated adjustments to the existing contract:

For Fiscal Year 2025:

- Renew with a 2% increase in management salaries and custodial hourly wages at an approximate cost of 2.5% for the P-CCS ABM team this year, and eliminate wage and salary subsidies, aligning generally with P-CCS negotiated wages but remaining slightly below custodial industry standards. **Cost:** \$209,500
- Renew with a discontinuation of COVID hiring incentives. **Savings:** (\$23,229)
- Add three (3.0) full-time equivalent (FTE) custodial positions at each high school to assist during lunch hours, as discussed at June 20 F&O Committee Meeting. **Cost:** \$189,092

For Fiscal Year 2026:

- Renew with a 1.5% increase in management salaries and custodial hourly wages at an approximate cost of 2% for the P-CCS ABM team, consistent with previous adjustments and still slightly below industry standards, without subsidy offset. **Cost:** \$93,587.

The total estimated cost increase will be \$375,363 for FY 2025 and \$93,587 for FY 2026, resulting in an overall total increase of \$468,950 to be charged to the general fund over the two years. The total value of the contract for FY25 will be \$4,679,356 and for FY26 will be \$4,772,943.



FIFTH MEMORANDUM OF UNDERSTANDING TO SERVICE AGREEMENT

THIS FIFTH MEMORANDUM OF UNDERSTANDING TO SERVICE AGREEMENT (the “MOU 5”), effective as of July 1, 2024, is made by and between **Plymouth-Canton Community Schools** (“School District”) and **ABM Industry Groups, LLC** (“Contractor”). Contractor and School District are hereinafter referred to as the “Parties” to this Fifth Memorandum of Understanding.

RECITALS:

- A. **WHEREAS**, the Parties have entered into a Service Agreement with an effective date July 1, 2021, which was previously modified in First Memorandum of Understanding (“MOU 1”) effective December 1, 2021, Second Memorandum of Understanding (“MOU 2”) effective December 1, 2021, Third Memorandum of Understanding (“MOU 3”) effective July 1, 2022, and Fourth Memorandum of Understanding (“MOU 4”) effective January 1, 2024 (collectively referred to as the “Agreement”), whereby School District retained Contractor to perform various services specified in the Agreement itself;
- B. **WHEREAS**, the Parties desire to make certain modifications, revisions and amendments to the Agreement itself.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Term.** Section II.A. of the Agreement is hereby amended to extend the term, which extended term shall commence as of **July 1, 2024** and terminate **June 30, 2026** (the “Term”), unless sooner extended or terminated as provided in the Agreement.
2. **Pricing.** Attachment C to the Agreement, as modified in MOU 1, MOU 2, MOU 3, and MOU 4 shall be modified and replaced with **Attachment A** to this MOU 5, as set forth below.
3. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Fifth Memorandum of Understanding, all terms, covenants, conditions, and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.
4. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this Fifth Memorandum of Understanding, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.
5. **Counterparts.** This Fifth Memorandum of Understanding may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

**PLYMOUTH-CANTON COMMUNITY
SCHOOLS**

ABM INDUSTRY GROUPS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A PRICING

Pricing Effective July 1, 2024 - June 30, 2026

The Cost increase is due to adding four (3) full time employees:

- 3 Mid-Shift Custodians for the High Schools

I. Contract Summary (FTE's & Wages)	Custodial FTE's	Custodial Average Wage Rate	Working Leads	Lead Average Wage Rate	COVID FTE's	COVID Average Wage Rate
Initial Contract (7/1/21)	60	\$14.25	24	\$15.50	20	\$16.00
MOU #1 & #2	60	\$16.50	24	\$17.50	20	\$16.50
MOU #3	60	\$16.75	24	\$17.75	0	\$0.00
MOU #4	63	\$17.09	24	\$18.11	0	\$0.00
Proposed MOU #5	66	\$17.81	24	\$18.56	0	\$0.00

Notes
Initial Contract ERI Wage Analysis = \$14.92/hr (Feb '21)
MOU #1 & #2: Split wage increase with P-CCS
MOU #3 ERI Wage Analysis = \$16.35/hr (May '22)
MOU #5 ERI Wage Analysis = \$18.28/hr (Jul '24)

II. Contract Financial Summary YTD	Cost Period	Annualized Contract Value	YOY % Increase	% Increase vs. Inception
Initial Contract	7/1/21 - 11/30/21	\$4,305,849	-	-
MOU #1 & #2	12/1/21 - 6/30/22	\$4,305,849	0.0%	0.0%
MOU #3	7/1/22 - 6/30/23	\$4,101,831	-4.7%	-4.7%
MOU #3 (Year 2)	7/1/23 - 1/31/24	\$4,183,868	2.0%	-2.8%
MOU #4	2/1/24 - 6/30/24	\$4,303,993	2.9%	0.0%
MOU #5 (Proposed)	7/1/24 - 6/30/25	\$4,679,356	8.7%	8.7%
Current Variance to Initial Contract (4 Years of Operation):		\$373,507		8.7%

III. MOU #5 Financial Analysis vs. MOU #4

MOU #5 Increase Summary				
Category	MOU #4	MOU #5	Variance	Increase %
Annual Amount	\$4,303,993.00	\$4,679,356.00	\$375,363.00	8.72%
Total Management Labor	\$289,876.00	\$338,741.00	\$48,865.00	16.86%
Total Hourly Labor	\$3,696,701.00	\$3,939,321.00	\$242,620.00	6.56%
Total Variable Expenses	\$126,522.00	\$102,546.00	-\$23,976.00	-18.95%
Total Depreciated Equipment	\$33,473.00	\$42,120.00	\$8,647.00	25.83%
Total Administrative Fees	\$157,421.00	\$256,628.00	\$99,207.00	63.02%

MOU #5 Increase Detailed "Walk" / Explanation		
Increase Category	Description	Increase Amt.
Management Labor	Increased salary wages to meet current wages	\$68,448.89
Hourly Labor	Added 3 Mid-Shift FTE's for High Schools	\$189,092.08
Hourly Labor	2.5% Wage Increase for CPI	\$141,051.09
Variable Expenses	Removal of Sign-On, Retention & Attendance Bonuses	-\$23,229.06
TOTAL:		\$375,363.00

IV. MOU #5 Pricing Summary

Service Year	Annual Price	Monthly Price	% Increase
7/1/2024 - 6/30/2025	\$4,679,356.00	\$389,946.33	-
7/1/2025 - 6/30/2026	\$4,772,943.12	\$397,745.26	2%

Follow-up Board Questions (as of 9-24-24)

- The Board requested that a copy of the recommended Multicultural Literature course materials from the 9-24-24 resolution be made available for their review.
- A request was made to confirm that all district website pages be updated to show the latest construction bond updates.
- Senate Bill 567 regarding Dyslexia— Clarity was requested to determine whether this bill referenced all students or only those identified in this group.