

**EAST CHINA SCHOOL DISTRICT  
REGULAR BOARD OF EDUCATION MEETING**

**Innovation Center Conference Room  
Monday, April 24, 2023  
6:00 PM**

Jeanne Frank, President  
Pat Biebuyck, Vice-President  
Todd Distelrath, Secretary  
Karen Cedar, Treasurer

Michael Westrick, Trustee  
Jessica Becker, Trustee  
Ronald Miller, Trustee  
Suzanne Cybulla, Superintendent

**AGENDA**

- 1. Call to Order/Moment of Silence/Pledge of Allegiance**
- 2. Items of Interest, Recognition and Inquiry**
  - a. Board of Education Members
  - b. Administration
- 3. Consent Agenda**
  - a. Approval of Minutes
    - i. Regular Board of Education Meeting March 20, 2023
  - b. Approval of Payment of Bills
  - c. Financial Statement
  - d. Schedule of Investments
- 4. Department Reports**
- 5. Committee Reports**
- 6. Bond 2020 Discussion/Action Items**
  - a. Marine City High School Abatement Services, *Kirk Grzelka*
  - b. Belle River Elementary School Site Work and Paving - Bid Pack #1, *Kirk Grzelka*
  - c. Black and White Laser Multifuntion Copiers, *Craig Headlee*
  - d. Classroom Sit-Stand Mobile Desks, *Craig Headlee*
  - e. Classroom Smart TV Interactive Displays and Motorized Adjustable Wall Mounts, *Craig Headlee*
- 7. Information/Discussion Items**
  - a. Bond 2020 Update, AUCH General Contractors
  - b. RESA 2023-24 Budget Resolution, *Brenda Tenniswood*
  - c. Vaping Litigation Resolution, *Suzanne Cybulla*
  - d. P.A. 152 of 2011 Resolution 80/20, *Angie Gleason*

e. 2015 Debt Balance Transfer, *Angie Gleason*

f. Food Service Contract, *Angie Gleason*

g. Curriculum/Grant Purchases, *Michael Walling*

**8. Closed Session Recommended Action: That the Board of Education goes into Closed Session pursuant to section 8 of the Open Meetings Act (Act 267 of 1976) Board discussion connected to the discipline of a student and negotiations of a collective bargaining agreement.**

**9. Recognition of Persons Wishing to Address the Board**

This portion of the agenda is for citizens to address any questions or comments to the Board. The Board will listen, take comments and questions under advisement, and not respond at this time. The presiding officer will refer questions to the superintendent for research and response.

**10. Action Items**

a. Vape Marketing to Students Lawsuit

b. Purchase of Cafeteria Tables

c. Student Discipline

**11. Adjournment**

## Regular Board of Education Meeting

Monday, March 20, 2023 6:00 PM

Innovation Center Conference Room, 1585 Meisner Road, East China, MI 48054

Jessica Becker: Present, Pat Biebuyck: Absent, Karen Cedar: Present, Todd Distelrath: Present, Jeanne Frank: Present, Ronald Miller: Present, Michael Westrick: Absent.

1. Call to Order/Moment of Silence/Pledge of Allegiance
2. Items of Interest, Recognition and Inquiry
  - 2.a. Board of Education Members  
*None*
  - 2.b. Administration  
*None*
3. Academic Spotlight Palms Elementary, *Mr. Michael Domagalski, Principal*  
***Supporting the Teacher Pipeline***

Mr. Michael Domagalski presented how Palms Elementary is Supporting the Teacher Pipeline with the help of Mrs. Visnaw, Kya Vettraino, Blake Duetsch & Lexi Messina.

4. Consent Agenda
  - 4.a. Approval of Minutes  
Motion to approve items under the consent agenda as presented:.  
This motion, made by Ronald Miller and seconded by Todd Distelrath, Carried.  
Yea: 5, Nay: 0, Absent: 2
    - 4.a.i. Special Board of Education Workshop March 13, 2023
    - 4.a.ii. Regular Board of Education Meeting March 13, 2023
  - 4.b. Approval of Payment of Bills
  - 4.c. Financial Statement
  - 4.d. Schedule of Investments
  - 4.e. Appointment of SSW
5. Department Reports  
The following departments gave a report: Safety & Security.
6. Committee Reports  
Superintendent Cybulla gave a Progress Towards Goals update.
7. Information/Discussion Items
  - 7.a. ECEA Points of Pride, *Kristy Nickles*  
Kristy Nickles presented ECEA Points of Pride.
  - 7.b. Purchase of Cafeteria Tables, *Dawn Demick*  
Dawn Demick reviewed a grant that was received that will allow for the purchase of new cafeteria tables for elementary buildings.
8. Closed Session That the Board of Education goes into Closed Session pursuant to section 8 of the Open Meetings Act (Act 267 of 1976) Board discussion connected to the discipline of a student.  
That the Board of Education goes into Closed Session pursuant to section 8 of the Open Meetings Act (Act 267 of 1976) Board discussion connected to the discipline of a student at 6:42 p.m. This motion, made by Karen Cedar and seconded by Todd Distelrath, Carried.  
Yea: 5, Nay: 0, Absent: 2  
The Board of Education returned to Open Session at 6:52 p.m.
9. Recognition of Persons Wishing to Address the Board

This portion of the agenda is for citizens to address any questions or comments to the Board. The Board will listen, take comments and questions under advisement, and not respond at this time. The presiding officer will refer questions to the superintendent for research and response.

*None*

10. Action Items

10.a. Appointment of Special Services Administrator

That the Board of Education approves the appointment of Jessica Brohl as Special Services Administrator. This motion, made by Karen Cedar and seconded by Ronald Miller, Carried.

Yea: 5, Nay: 0, Absent: 2

10.b. Provision of Custodial Services

That the Board of Education direct the Administration to explore alternative methods of providing cleaning services within the District with a final contract to be approved at a later date. This motion, made by Ronald Miller and seconded by Todd Distelrath, Carried.

Yea: 5, Nay: 0, Absent: 2

10.c. Student Discipline

Per administration recommendation, the Board of Education accepts the recommendation for student 2022-01 presented at the March 20, 2023 student discipline review hearing. This motion, made by Todd Distelrath and seconded by Karen Cedar, Carried.

Yea: 5, Nay: 0, Absent: 2

11. Adjournment - There being no further business before the Board, President Frank declared the meeting adjourned at 6:52 p.m.

*The East China School District will work in partnership with parents, students, and the community to ensure every child will learn successfully.*

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Board Secretary

**EAST CHINA SCHOOL DISTRICT  
REGULAR BOARD OF EDUCATION MEETING  
April 24, 2023**

**FOR ACTION: Manifest and Payment of Bills**

A manifest of the bills for March, 2023 is enclosed.

**RECOMMENDATION:**

The administration is recommending that the Board approve bills paid in the amounts of:

- General Fund - \$5,217,055.89
- Cafeteria Fund - \$108,613.63
- Latchkey Fund - \$4,180.31
- Internal Service Fund - \$30,638.08
- Sinking Fund – \$24,995.00
- Capital Projects - \$258,301.57
- Student Activity - \$59,392.31

**Bills to be Approved**  
**East China Sch District**  
**03/31/2023**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00076058	03/15/2023	A PLUS AUTO GLASS	4150	REPAIRS-BUSES	440.00
				Vendor Total:	440.00
00076059	03/15/2023	ADVANCE AUTO PARTS	5730	SUPPLIES-FLEET REPAIR PARTS	291.87
				Vendor Total:	291.87
00004589	03/23/2023	AFLAC	9440	A/P AMERICAN FAMILY CANCER	287.75
				Vendor Total:	287.75
00004587	03/21/2023	AMAZON CAPITAL SR INC	4120	REPAIRS-EQUIPMENT	219.99
00004587	03/21/2023		5100	SUPPLIES- GENERAL	3,627.87
00004587	03/21/2023		5107	SUPPLIES- SCIENCE	30.42
00004587	03/21/2023		5108	SUPPLIES- SOCIAL SCIENCE	5.40
00004587	03/21/2023		5110	SUPPLIES- READING	50.97
00004587	03/21/2023		5200	TEXTBOOKS & WORKBOOKS	84.56
00004587	03/21/2023		5910	SUPPLIES-OFFICE	672.88
00004587	03/21/2023		5915	SUPPLIES-PRODUCTION	78.26
00004587	03/21/2023		5950	SUPPLIES-CUSTODIAL	199.12
00004587	03/21/2023		5955	SUPPLIES-MAINTENANCE	1,377.54
00004587	03/21/2023		5960	SUPPLIES-ATHLETICS	57.54
00004587	03/21/2023		5980	SUPPLIES-SMALL TOOLS	19.99
00004587	03/21/2023		5990	SUPPLIES-ELECTION	390.54
00004587	03/21/2023		5991	Supplies - PAC	103.47
00004587	03/21/2023		7900	OTHER EXPENSES	37.47
00004588	03/21/2023		5100	SUPPLIES- GENERAL	1,855.55
00004588	03/21/2023		5110	SUPPLIES- READING	96.66
00004588	03/21/2023		5121	SUPPLIES-BUS. ED.	30.91
00004588	03/21/2023		5910	SUPPLIES-OFFICE	107.36
00004588	03/21/2023		5950	SUPPLIES-CUSTODIAL	26.57
00004588	03/21/2023		5955	SUPPLIES-MAINTENANCE	691.25
00004588	03/21/2023		5980	SUPPLIES-SMALL TOOLS	251.18
00004588	03/21/2023		5990	SUPPLIES-ELECTION	497.46
00004588	03/21/2023		7900	OTHER EXPENSES	34.49
				Vendor Total:	10,547.45
00076060	03/15/2023	ANCHOR BAY HIGH SCHOOL	7905	TOURNAMENT	350.00
				Vendor Total:	350.00
00076061	03/15/2023	APAC PAPER & PACKAGING CORP	5950	SUPPLIES-CUSTODIAL	2,336.86
				Vendor Total:	2,336.86
00076062	03/15/2023	ASCENSION MICHIGAN	3190	OTHER PROFESSIONAL SERVICES	528.00
				Vendor Total:	528.00
00004600	03/28/2023	AT & T MOBILITY	3410	TELEPHONE/DATA COMMUNICATION	780.82
				Vendor Total:	780.82
00076064	03/15/2023	AUSTIN, KARYSSA	3112	CONTRACTED SERVICES	23.00
				Vendor Total:	23.00
00076065	03/15/2023	AUSTIN, KHLOE	3112	CONTRACTED SERVICES	69.00
				Vendor Total:	69.00
00076066	03/15/2023	AUTO VALUE PORT HURON	5730	SUPPLIES-FLEET REPAIR PARTS	1,156.34

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00076066	03/15/2023		5955	SUPPLIES-MAINTENANCE	979.99
				Vendor Total:	2,136.33
00076067	03/15/2023	AUTO ZONE LLC	5730	SUPPLIES-FLEET REPAIR PARTS	57.94
				Vendor Total:	57.94
00076069	03/15/2023	BISCORNER, PATTY	3112	CONTRACTED SERVICES	138.00
				Vendor Total:	138.00
00076070	03/15/2023	BISCORNER, WAYNE DALE	3112	CONTRACTED SERVICES	34.50
				Vendor Total:	34.50
00076071	03/15/2023	BLB ENGRAVING SERVICES	9570	DUE TO SUPPORTERS	48.00
				Vendor Total:	48.00
00076072	03/15/2023	BLUE WATER FUEL	5710	SUPPLIES-Gas	997.04
				Vendor Total:	997.04
00004599	03/27/2023	BMO	3112	CONTRACTED SERVICES	600.00
00004599	03/27/2023		3220	PROFESSIONAL DEVELOPMENT FEES	2,048.67
00004599	03/27/2023		3221	PROF DEVELOPMENT TRAVEL	153.69
00004599	03/27/2023		3410	TELEPHONE/DATA COMMUNICATION	560.30
00004599	03/27/2023		3430	POSTAGE	167.86
00004599	03/27/2023		3450	SOFTWARE LICENSES	676.75
00004599	03/27/2023		3510	ADVERTISING	610.49
00004599	03/27/2023		3600	PRINTING	103.23
00004599	03/27/2023		4123	REPAIRS-COPIERS/DUPLICATORS	176.44
00004599	03/27/2023		5100	SUPPLIES- GENERAL	3,544.03
00004599	03/27/2023		5116	SUPPLIES- VOCAL MUSIC	700.00
00004599	03/27/2023		5200	TEXTBOOKS & WORKBOOKS	212.00
00004599	03/27/2023		5710	SUPPLIES-Gas	105.01
00004599	03/27/2023		5910	SUPPLIES-OFFICE	373.99
00004599	03/27/2023		5950	SUPPLIES-CUSTODIAL	-20.78
00004599	03/27/2023		5955	SUPPLIES-MAINTENANCE	240.30
00004599	03/27/2023		5960	SUPPLIES-ATHLETICS	601.72
00004599	03/27/2023		5991	Supplies - PAC	640.57
00004599	03/27/2023		7400	DUES & FEES	298.00
00004599	03/27/2023		7900	OTHER EXPENSES	348.13
00004599	03/27/2023		7920	OTHER STD/SCH ACTY XP	24.50
00004599	03/27/2023		9195	INVENTORY-CENTRAL STORES	607.70
				Vendor Total:	12,772.60
00076074	03/15/2023	BRADY'S BUSINESS SYSTEMS	4123	REPAIRS-COPIERS/DUPLICATORS	204.83
				Vendor Total:	204.83
00076075	03/15/2023	BUMLER MECHANICAL	4110	REPAIRS-MISC.	2,575.00
				Vendor Total:	2,575.00
00076076	03/15/2023	C AND S MOTORS INC	5730	SUPPLIES-FLEET REPAIR PARTS	304.10
				Vendor Total:	304.10
00076077	03/15/2023	CAMFIL USA INC	5957	SUPPLIES - FILTERS	3,064.96
				Vendor Total:	3,064.96

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00076078	03/15/2023	CAPITAL ONE TRADE CENTER	5950	SUPPLIES-CUSTODIAL	126.01
00076078	03/15/2023		5955	SUPPLIES-MAINTENANCE	787.86
				Vendor Total:	913.87
00076079	03/15/2023	CARMAN, HEATHER C	3112	CONTRACTED SERVICES	138.00
				Vendor Total:	138.00
00076080	03/15/2023	CENTRAL MICHIGAN PAPER	5100	SUPPLIES- GENERAL	6,755.50
				Vendor Total:	6,755.50
00076057	03/08/2023	CHAPTER 13 TRUSTEE T TERRY	9436	A/P GARNISHMENTS	921.46
00076169	03/23/2023		9436	A/P GARNISHMENTS	901.46
				Vendor Total:	1,822.92
00076081	03/15/2023	CINTAS CORPRATION LOC724	5790	SUPPLIES-TRANSPORTATION	60.89
				Vendor Total:	60.89
00076082	03/15/2023	CITY OF MARINE CITY	3130	PUPIL SERVICES-GENERAL	17,500.00
				Vendor Total:	17,500.00
00076083	03/15/2023	CITY OF ST CLAIR	3830	WATER & SEWAGE	651.33
				Vendor Total:	651.33
00076084	03/15/2023	CITY OF ST CLAIR #285795818000	3152	SERVICES-CABLE CONSORTIUM	15,000.00
				Vendor Total:	15,000.00
00076085	03/15/2023	COCHRANE SUPPLY	5955	SUPPLIES-MAINTENANCE	1,045.44
				Vendor Total:	1,045.44
00076086	03/15/2023	CULLIGAN	3112	CONTRACTED SERVICES	33.75
				Vendor Total:	33.75
00076087	03/15/2023	CUMMINS BRIDGEWAY LLC	5730	SUPPLIES-FLEET REPAIR PARTS	4,076.41
				Vendor Total:	4,076.41
00076088	03/15/2023	DELTA NETWORK SERVICES	5955	SUPPLIES-MAINTENANCE	3,600.00
				Vendor Total:	3,600.00
00076089	03/15/2023	DEMCO.COM	5300	LIBRARY BOOKS	84.08
				Vendor Total:	84.08
00004578	03/08/2023	DEPT OF TREASURY FICA	9447	A/P FICA/MED	126,520.91
00004590	03/23/2023		9447	A/P FICA/MED	113,075.47
				Vendor Total:	239,596.38
00004579	03/08/2023	DEPT OF TREASURY FIT	9446	A/P FED INCOME TAX W/H	80,589.60
00004591	03/23/2023		9446	A/P FED INCOME TAX W/H	63,840.81
				Vendor Total:	144,430.41
00004580	03/08/2023	DEPT OF TREASURY MEDICARE	9447	A/P FICA/MED	29,589.57
00004592	03/23/2023		9447	A/P FICA/MED	26,445.07
				Vendor Total:	56,034.64
00004602	03/28/2023	DETROIT EDISON	5520	ELECTRICITY	6,926.63
				Vendor Total:	6,926.63

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00004603	03/28/2023	DETROIT EDISON COMPANY	5520	ELECTRICITY	29,349.19
				Vendor Total:	29,349.19
00004604	03/28/2023	DIRECT ENERGY BUSINESS	5520	ELECTRICITY	21,583.07
				Vendor Total:	21,583.07
00076091	03/15/2023	DYCK SECURITY SERVICES INC	3192	SERVICES-CONTRACTED SECURITY	1,776.75
				Vendor Total:	1,776.75
00076092	03/15/2023	EAST CHINA CHARTER TOWNSHIP	0115	TAXES- EAST CHINA TWP.	607.43
00076092	03/15/2023		0125	INTEREST TAXES DELINQUENT	-32.53
				Vendor Total:	574.90
00076093	03/15/2023	EDF ENERGY SERVICES LLC	5510	NATURAL GAS	30,351.10
				Vendor Total:	30,351.10
00076094	03/15/2023	ELECTRIC MOTOR SR LLC	5955	SUPPLIES-MAINTENANCE	349.54
				Vendor Total:	349.54
00076095	03/15/2023	EMTERRA ENVIRONMENTAL USA	3840	TRASH REMOVAL	500.00
				Vendor Total:	500.00
00076096	03/15/2023	ENVIRO-CLEAN	3150	OTHER CONTRACTED SERVICES	97,078.66
				Vendor Total:	97,078.66
00076097	03/15/2023	EXECUTIVE ENERGY SERVICES	3190	OTHER PROFESSIONAL SERVICES	850.00
				Vendor Total:	850.00
00076098	03/15/2023	FERGUSON ENTERPRISES INC	5955	SUPPLIES-MAINTENANCE	265.42
				Vendor Total:	265.42
00076099	03/15/2023	FIDELITY SECURITY LIFE INS	9460	A/P VISION UHC/EYEMED	741.41
				Vendor Total:	741.41
00076100	03/15/2023	FLINN SCIENTIFIC INC	5100	SUPPLIES- GENERAL	345.00
				Vendor Total:	345.00
00076101	03/15/2023	FOSTER BLUE WATER OIL LLC	5700	SUPPLIES OIL GREASE GAS	1,035.65
00076101	03/15/2023		5710	SUPPLIES-Gas	20,325.35
				Vendor Total:	21,361.00
00076102	03/15/2023	GRAINGER	5955	SUPPLIES-MAINTENANCE	1,339.07
				Vendor Total:	1,339.07
00076103	03/15/2023	HARRIS, MARY KAY	3112	CONTRACTED SERVICES	287.50
				Vendor Total:	287.50
00004581	03/08/2023	HEALTH EQUITY	9465	HSA	18,679.60
00004593	03/23/2023		9465	HSA	17,809.60
				Vendor Total:	36,489.20
00076104	03/15/2023	HOEKSTRA TRANSPORTATION	5730	SUPPLIES-FLEET REPAIR PARTS	303.78
				Vendor Total:	303.78
00076105	03/15/2023	HOPP, BRIAN	3112	CONTRACTED SERVICES	80.00

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				Vendor Total:	80.00
00076107	03/15/2023	IMAGINE LEARNING LLC	3450	SOFTWARE LICENSES	37,920.00
				Vendor Total:	37,920.00
00076108	03/15/2023	ISOLVED BENEFIT SERVICES	7410	DUES & FEES	123.75
				Vendor Total:	123.75
00076109	03/15/2023	JOHNSTONE SUPPLY	5955	SUPPLIES-MAINTENANCE	192.12
				Vendor Total:	192.12
00076110	03/15/2023	JOSTENS	7900	OTHER EXPENSES	549.79
				Vendor Total:	549.79
00076111	03/15/2023	KERR ALBERT OFFICE SUPPLY CO	5100	SUPPLIES- GENERAL	1,088.82
				Vendor Total:	1,088.82
00076112	03/15/2023	KOWALSKI, NELDA JOYCE	3112	CONTRACTED SERVICES	172.50
				Vendor Total:	172.50
00076113	03/15/2023	LAFORCE INC	5955	SUPPLIES-MAINTENANCE	230.00
				Vendor Total:	230.00
00076114	03/15/2023	LUZYNSKI, GERALD	3112	CONTRACTED SERVICES	80.00
				Vendor Total:	80.00
00076115	03/15/2023	MANHART, MATT	4120	REPAIRS-EQUIPMENT	100.00
				Vendor Total:	100.00
00076116	03/15/2023	MARINE CITY CHAMBER OF	7400	DUES & FEES	90.00
				Vendor Total:	90.00
00076117	03/15/2023	MARSHALL E CAMPBELL	5955	SUPPLIES-MAINTENANCE	1,230.10
				Vendor Total:	1,230.10
00076119	03/15/2023	MCLAREN PORT HURON	3190	OTHER PROFESSIONAL SERVICES	411.00
				Vendor Total:	411.00
00004605	03/28/2023	MESSA	9452	A/P MESSA/VSP	344,848.21
				Vendor Total:	344,848.21
00004606	03/28/2023	METLIFE GROUP BENEFITS	9442	A/P LIFE INSURANCE W/H	1,981.00
00004606	03/28/2023		9449	A/P LONG TERM DISABILITY	2,486.61
				Vendor Total:	4,467.61
00004612	03/28/2023	METS	3150	OTHER CONTRACTED SERVICES	15,683.62
00004612	03/28/2023		3190	OTHER PROFESSIONAL SERVICES	140.37
				Vendor Total:	15,823.99
00076120	03/15/2023	MICHIGAN ASSOC OF	3220	PROFESSIONAL DEVELOPMENT FEES	99.00
				Vendor Total:	99.00
00004582	03/08/2023	MICHIGAN DEPT OF TREASURY	9445	A/P STATE INCOME TAX W/H	35,012.11
00004594	03/23/2023		9445	A/P STATE INCOME TAX W/H	31,506.49
				Vendor Total:	66,518.60

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00076121	03/15/2023	MICHIGAN SCHOOL BUSINESS	3221	PROF DEVELOPMENT TRAVEL	385.00
				Vendor Total:	385.00
00076122	03/15/2023	MINTON, SCOTT B	3112	CONTRACTED SERVICES	75.00
				Vendor Total:	75.00
00004583	03/08/2023	MPSERS	9405	A/P RETIREMENT	411,083.57
00004583	03/08/2023		9444	A/P RETIRE TDP W/H	310.00
00004595	03/23/2023		9405	A/P RETIREMENT	360,354.42
00004595	03/23/2023		9444	A/P RETIRE TDP W/H	308.20
00004607	03/28/2023		9406	A/P UAAL 147c	1,606,127.34
				Vendor Total:	2,378,183.53
00076124	03/15/2023	NEFF COMPANY	7900	OTHER EXPENSES	1,725.38
				Vendor Total:	1,725.38
00076125	03/15/2023	NEIMAN'S FAMILY MARKET	5100	SUPPLIES- GENERAL	86.93
				Vendor Total:	86.93
00076126	03/15/2023	NICHOLS PAPER AND SUPPLY CO	5950	SUPPLIES-CUSTODIAL	264.65
				Vendor Total:	264.65
00004584	03/08/2023	NORTH STAR BANK	9450	A/P ACH DIRECT DEPOSIT	634,936.59
00004596	03/23/2023		9450	A/P ACH DIRECT DEPOSIT	617,408.13
				Vendor Total:	1,252,344.72
00076127	03/15/2023	NWEA NORTHWEST EVALUATION	8135	SERVICES-PUPIL TESTING	5,005.50
				Vendor Total:	5,005.50
00004585	03/08/2023	OMNI GROUP, THE	9438	A/P Check 403b, 457, Roth	59,092.25
00004585	03/08/2023		9455	A/P ACH 403b, 457, Roth	2,930.00
00004597	03/23/2023		9438	A/P Check 403b, 457, Roth	59,040.03
00004597	03/23/2023		9455	A/P ACH 403b, 457, Roth	2,930.00
				Vendor Total:	123,992.28
00076128	03/15/2023	OVERHEAD DOOR WEST	4110	REPAIRS-MISC.	752.50
				Vendor Total:	752.50
00076129	03/15/2023	PARTS TOWN LLC	5955	SUPPLIES-MAINTENANCE	188.65
				Vendor Total:	188.65
00076130	03/15/2023	PHILLIPS SIGN & LIGHTING	4110	REPAIRS-MISC.	583.34
				Vendor Total:	583.34
00076131	03/15/2023	PORT HURON AREA SCHOOL	3600	PRINTING	108.27
				Vendor Total:	108.27
00076132	03/15/2023	PORT HURON MUSIC CENTER	5100	SUPPLIES- GENERAL	87.00
				Vendor Total:	87.00
00076133	03/15/2023	PRECISION CARE LLC	3153	CONTRACTED SERVICES-GROUNDS	13,817.00
				Vendor Total:	13,817.00
00076135	03/15/2023	PREMIER BUSINESS PRODUCTS	4123	REPAIRS-COPIERS/DUPLICATORS	83.68
				Vendor Total:	83.68

**Bills to be Approved**  
**East China Sch District**  
**03/31/2023**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00076137	03/15/2023	PROMAXIMA MANUFACTURING	5100	SUPPLIES- GENERAL	2,854.90
				Vendor Total:	2,854.90
00076138	03/15/2023	QUILL CORPORATION	5100	SUPPLIES- GENERAL	1,438.56
00076138	03/15/2023		5910	SUPPLIES-OFFICE	381.77
00076139	03/15/2023		5100	SUPPLIES- GENERAL	1,339.86
00076139	03/15/2023		5910	SUPPLIES-OFFICE	1,095.89
				Vendor Total:	4,256.08
00076172	03/29/2023	ROAD RUNNER TIMING	9570	DUE TO SUPPORTERS	720.00
				Vendor Total:	720.00
00076140	03/15/2023	ROESCHKE, DENISE	3112	CONTRACTED SERVICES	25.00
				Vendor Total:	25.00
00076142	03/15/2023	ROSE PEST SOLUTIONS	4110	REPAIRS-MISC.	153.00
				Vendor Total:	153.00
00076143	03/15/2023	SCHOOL SPECIALTY LLC	5100	SUPPLIES- GENERAL	860.38
00076143	03/15/2023		5910	SUPPLIES-OFFICE	90.84
				Vendor Total:	951.22
00076144	03/15/2023	SCIENCE ALIVE	9570	DUE TO SUPPORTERS	350.00
				Vendor Total:	350.00
00076145	03/15/2023	SEG WORKER'S COMPENSATION	9448	A/P WORKER'S COMP	4,682.00
				Vendor Total:	4,682.00
00004608	03/28/2023	SEMCO ENERGY INC	5510	NATURAL GAS	20,395.09
				Vendor Total:	20,395.09
00076146	03/15/2023	SHREDCORP	3112	CONTRACTED SERVICES	307.00
				Vendor Total:	307.00
00076147	03/15/2023	SIDELINE ELECTRIC	4114	REPAIRS - ELECTRICAL	100.00
00076147	03/15/2023		5955	SUPPLIES-MAINTENANCE	160.00
				Vendor Total:	260.00
00076150	03/15/2023	ST CLAIR COUNTY RESA	3112	CONTRACTED SERVICES	13,867.13
				Vendor Total:	13,867.13
00076151	03/15/2023	STELPFLUG, RANDY B	3112	CONTRACTED SERVICES	150.00
				Vendor Total:	150.00
00076153	03/15/2023	SUPERIOR DIESEL REPAIR CO	5730	SUPPLIES-FLEET REPAIR PARTS	1,058.24
				Vendor Total:	1,058.24
00004610	03/28/2023	TELNET WORLDWIDE	3410	TELEPHONE/DATA COMMUNICATION	888.03
				Vendor Total:	888.03
00076156	03/15/2023	THRUN LAW FIRM PC	3170	SERVICES-LEGAL	1,230.00
				Vendor Total:	1,230.00
00076158	03/15/2023	TOBII DYNAVOX LLC	3450	SOFTWARE LICENSES	22,866.75
				Vendor Total:	22,866.75

**Bills to be Approved  
East China Sch District  
03/31/2023**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00076159	03/15/2023	TOMASEK, KIMBERLY S	3112	CONTRACTED SERVICES	287.50
				Vendor Total:	287.50
00076162	03/15/2023	TRANE COMPANY	4110	REPAIRS-MISC.	2,351.00
				Vendor Total:	2,351.00
00076163	03/15/2023	TRI-STAR ROOFING &	4111	REPAIRS - ROOFING	4,401.69
				Vendor Total:	4,401.69
00076164	03/15/2023	TRUE NORTH RIGGING	3112	CONTRACTED SERVICES	2,100.00
				Vendor Total:	2,100.00
00004586	03/08/2023	VALIC	9438	A/P Check 403b, 457, Roth	600.00
00004598	03/23/2023		9438	A/P Check 403b, 457, Roth	600.00
				Vendor Total:	1,200.00
00076166	03/15/2023	VOLKMAN, ISABELLA	3112	CONTRACTED SERVICES	23.00
				Vendor Total:	23.00
00076167	03/15/2023	WARD'S SCIENCE	5100	SUPPLIES- GENERAL	38.31
				Vendor Total:	38.31
00004613	03/28/2023	WILL SUB PCMI	3113	Contracted Substitute Teachers	98,140.11
				Vendor Total:	98,140.11
00076168	03/15/2023	YALE HIGH SCHOOL	7905	TOURNAMENT	250.00
				Vendor Total:	250.00
253125	03/23/2023	BECKER, SHERRI	3221	PROF DEVELOPMENT TRAVEL	254.79
				Vendor Total:	254.79
252756	03/23/2023	CYBULLA, SUZANNE M	3210	LOCAL MILEAGE	64.58
252756	03/23/2023	CYBULLA, SUZANNE M	3221	PROF DEVELOPMENT TRAVEL	248.90
				Vendor Total:	313.48
252957	03/23/2023	D'HONDT, EDWARD J	3210	LOCAL MILEAGE	167.68
				Vendor Total:	167.68
252760	03/23/2023	GLEASON, ANGELA J	3210	LOCAL MILEAGE	250.87
				Vendor Total:	250.87
253004	03/23/2023	HANNON, LORI K	5100	SUPPLIES- GENERAL	27.00
				Vendor Total:	27.00
252851	03/23/2023	HARGRAVE, MEGAN L	3210	LOCAL MILEAGE	41.26
				Vendor Total:	41.26
252763	03/23/2023	JARSKEY, TIFFANY J	3210	LOCAL MILEAGE	102.84
				Vendor Total:	102.84
253089	03/23/2023	JUSTA, ANGELLA Y	3221	PROF DEVELOPMENT TRAVEL	165.85
				Vendor Total:	165.85
253094	03/23/2023	MCNABB, DALE R	5107	SUPPLIES- SCIENCE	13.26
				Vendor Total:	13.26

\*\*\*\*\*Grand Total 5,217,055.89

Bills to be Approved  
East China Sch District  
03/31/2023

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00076072	03/15/2023	BLUE WATER FUEL	5700	SUPPLIES OIL GREASE GAS	347.32
				Vendor Total:	347.32
00004601	03/28/2023	CHARTWELLS	3150	OTHER CONTRACTED SERVICES	52,021.11
00004601	03/28/2023		5610	FOOD	55,282.99
				Vendor Total:	107,304.10
00076090	03/15/2023	DEPENDABLE REFRIGERATION	4120	REPAIRS-EQUIPMENT	380.50
				Vendor Total:	380.50
00076142	03/15/2023	ROSE PEST SOLUTIONS	4110	REPAIRS-MISC.	548.00
				Vendor Total:	548.00
00004609	03/28/2023	STATE OF MICHIGAN	9421	ACCRUED SALES TAX	33.71
				Vendor Total:	33.71
				<b>Total CAFETERIA FUND</b>	<b>108,613.63</b>
				<b>*****Grand Total</b>	<b>108,613.63</b>

Bills to be Approved  
 East China Sch District  
 03/31/2023

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00004587	03/21/2023	AMAZON CAPITAL SR INC	5100	SUPPLIES- GENERAL	726.40
00004588	03/21/2023		5100	SUPPLIES- GENERAL	1,324.97
				Vendor Total:	2,051.37
00004599	03/27/2023	BMO	5100	SUPPLIES- GENERAL	1,217.68
				Vendor Total:	1,217.68
00076170	03/27/2023	NBS	5100	SUPPLIES- GENERAL	506.15
				Vendor Total:	506.15
00076143	03/15/2023	SCHOOL SPECIALTY LLC	5100	SUPPLIES- GENERAL	396.14
				Vendor Total:	396.14
00004610	03/28/2023	TELNET WORLDWIDE	3410	TELEPHONE/DATA COMMUNICATION	8.97
				Vendor Total:	8.97
<b>Total LATCHKEY FUND</b>					<b>4,180.31</b>
<b>*****Grand Total</b>					<b>4,180.31</b>

**Bills to be Approved  
East China Sch District  
03/31/2023**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00004611	03/28/2023	HUMANA DENTAL	2133	Dental Claims	28,890.81
00004611	03/28/2023		2134	Dental Admin Fees	1,747.27
				Vendor Total:	30,638.08
				<b>Total INTERNAL SERVICE FUND</b>	<b>30,638.08</b>

**\*\*\*\*\*Grand Total 30,638.08**

Bills to be Approved  
East China Sch District  
03/31/2023

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00076154	03/15/2023	THERMAL NETICS	6420	EQUIP & FURN >\$1,000/<\$5,000	24,995.00
				Vendor Total:	24,995.00
				<b>Total 2006 Sinking Fund</b>	<b>24,995.00</b>
				<b>*****Grand Total</b>	<b>24,995.00</b>

**Bills to be Approved  
East China Sch District  
03/31/2023**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00004587	03/21/2023	AMAZON CAPITAL SR INC	6415	TECH CAPITAL OUTLAY<\$1,000	9,467.20
00004587	03/21/2023		6420	EQUIP & FURN >\$1,000/<\$5,000	1,932.58
00004588	03/21/2023		6410	BQ & FUR > \$5,000	5,586.77
00004588	03/21/2023		6415	TECH CAPITAL OUTLAY<\$1,000	7,389.22
				Vendor Total:	24,375.77
00076073	03/15/2023	BLUUM	6415	TECH CAPITAL OUTLAY<\$1,000	165,624.30
				Vendor Total:	165,624.30
00076106	03/15/2023	IKO PRODUCTIONS LLC	6415	TECH CAPITAL OUTLAY<\$1,000	19,920.00
				Vendor Total:	19,920.00
00076136	03/15/2023	PRESIDIO NETWORKED	6415	TECH CAPITAL OUTLAY<\$1,000	41,444.00
				Vendor Total:	41,444.00
00076157	03/15/2023	THUNDER VALLEY ENTERPRISE	6415	TECH CAPITAL OUTLAY<\$1,000	6,937.50
				Vendor Total:	6,937.50
				<b>Total 2020 BOND</b>	<b>258,301.57</b>
				<b>*****Grand Total</b>	<b>258,301.57</b>

**Bills to be Approved**  
**East China Sch District**  
**03/31/2023**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00004587	03/21/2023	AMAZON CAPITAL SR INC	7920	OTHER STD/SCH ACTY XP	2,214.87
00004588	03/21/2023		7920	OTHER STD/SCH ACTY XP	1,718.83
				Vendor Total:	3,933.70
00076063	03/15/2023	ATTACK SPORTS LLC	7920	OTHER STD/SCH ACTY XP	360.00
				Vendor Total:	360.00
00076068	03/15/2023	BIRDY BOUTIQUE LLC	7920	OTHER STD/SCH ACTY XP	3,125.00
				Vendor Total:	3,125.00
00004599	03/27/2023	BMO	7920	OTHER STD/SCH ACTY XP	20,558.25
				Vendor Total:	20,558.25
00076086	03/15/2023	CULLIGAN	7920	OTHER STD/SCH ACTY XP	42.00
				Vendor Total:	42.00
00076118	03/15/2023	MCBRIDE, PAUL	7920	OTHER STD/SCH ACTY XP	200.00
				Vendor Total:	200.00
00076123	03/15/2023	NATURALIST ENDEAVORS	7920	OTHER STD/SCH ACTY XP	445.00
				Vendor Total:	445.00
00076125	03/15/2023	NEIMAN'S FAMILY MARKET	7920	OTHER STD/SCH ACTY XP	15.87
				Vendor Total:	15.87
00076131	03/15/2023	PORT HURON AREA SCHOOL	7920	OTHER STD/SCH ACTY XP	380.81
				Vendor Total:	380.81
00076134	03/15/2023	PREFERRED CHARTER SERVICES	7920	OTHER STD/SCH ACTY XP	450.00
				Vendor Total:	450.00
00076141	03/15/2023	ROGERS ATHLETIC COMPANY	7920	OTHER STD/SCH ACTY XP	6,051.00
				Vendor Total:	6,051.00
00076144	03/15/2023	SCIENCE ALIVE	7920	OTHER STD/SCH ACTY XP	284.50
				Vendor Total:	284.50
00076148	03/15/2023	SILKS FLOWER SHOP	7920	OTHER STD/SCH ACTY XP	241.00
				Vendor Total:	241.00
00076149	03/15/2023	SORINEX EXERCISE EQUIPMENT	7920	OTHER STD/SCH ACTY XP	7,015.85
				Vendor Total:	7,015.85
00076152	03/15/2023	STOLIKER'S CUSTOM DESIGNS	7920	OTHER STD/SCH ACTY XP	100.00
				Vendor Total:	100.00
00076171	03/27/2023	STUDENT ADVENTURES	7920	OTHER STD/SCH ACTY XP	7,190.00
				Vendor Total:	7,190.00
00076155	03/15/2023	THORPE PRINTING SERVICES	7920	OTHER STD/SCH ACTY XP	131.94
				Vendor Total:	131.94
00076160	03/15/2023	TOP CAT SALES LLC	7920	OTHER STD/SCH ACTY XP	4,087.00
				Vendor Total:	4,087.00
00076161	03/15/2023	TP LOGOS LLC	7920	OTHER STD/SCH ACTY XP	800.00

**Bills to be Approved  
East China Sch District  
03/31/2023**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
				Vendor Total:	800.00
00076165	03/15/2023	VISION LACROSSE ACADEMY	7920	OTHER STD/SCH ACTY XP	3,488.00
				Vendor Total:	3,488.00
253081	03/23/2023	DURHAM, JACOB N	7920	OTHER STD/SCH ACTY XP	300.00
				Vendor Total:	300.00
253094	03/23/2023	MCNABB, DALE R	7920	OTHER STD/SCH ACTY XP	96.06
				Vendor Total:	96.06
253100	03/23/2023	NICKLES, KRISTY N	7920	OTHER STD/SCH ACTY XP	96.33
				Vendor Total:	96.33
				<b>Total STUDENT ACTIVITY</b>	<b>59,392.31</b>
				<b>*****Grand Total</b>	<b>59,392.31</b>

**East China School District**  
**General Fund Financial Statement**  
3/31/2023

<b>REVENUES</b>	<b>AMENDED BUDGET (R1)</b>	<b>RECEIVED</b>	<b>BALANCE DUE</b>	<b>PERCENT DUE</b>
LOCAL SOURCES	11,755,624	12,999,752	(1,244,128)	-10.6%
STATE SOURCES	29,760,183	18,619,381	11,140,802	37.4%
FEDERAL SOURCES	5,616,693	2,523,192	3,093,501	55.1%
OTHER TRANSACTIONS	936,102	662,661	273,441	29.2%
<b>TOTAL REVENUES</b>	<b>48,068,602</b>	<b>34,804,986</b>	<b>13,263,616</b>	<b>27.6%</b>

<b>EXPENDITURES</b>	<b>AMENDED BUDGET (R1)</b>	<b>EXPENSED &amp; ENCUMBERED</b>	<b>BALANCE AVAILABLE</b>	<b>PERCENT AVAILABLE</b>
<b>INSTRUCTIONAL SERVICES</b>				
<b>BASIC INSTRUCTION:</b>				
ELEMENTARY	10,231,764	6,489,717	3,742,047	36.6%
MIDDLE SCHOOL	5,972,294	3,434,208	2,538,086	42.5%
HIGH SCHOOL	8,604,473	5,239,047	3,365,426	39.1%
SPECIAL ED	4,333,985	2,580,799	1,753,186	40.5%
COMPENSATORY ED	2,035,490	887,790	1,147,700	56.4%
VOCATIONAL ED	21,003	1,392	19,611	93.4%
OTHER INSTRUCTION	316,312	252,537	63,775	20.2%
<b>SUPPORTING SERVICES</b>				
PUPIL SERVICES	3,643,570	2,183,307	1,460,263	40.1%
INST. STAFF SERVICES	1,215,337	869,935	345,402	28.4%
GENERAL ADMINISTRATION	488,905	394,707	94,198	19.3%
SCHOOL ADMINISTRATION	2,554,553	1,803,682	750,871	29.4%
FISCAL SERVICES	526,748	429,264	97,484	18.5%
INTERNAL SERVICES	13,995	11,900	2,095	15.0%
OPERATIONS/MAINTENANCE	3,801,228	2,999,854	801,374	21.1%
SECURITY SERVICES	120,101	214,566		
PUPIL TRANSPORTATION	1,701,368	1,312,312	389,056	22.9%
CENTRAL SERVICES (HR/TECH)	1,133,535	873,756	259,779	22.9%
ATHLETIC ACTIVITIES	1,373,983	937,737	436,246	31.8%
COMMUNITY SERVICES	31,826	24,237	7,589	23.8%
OTHER TRANSACTIONS	292,145	292,145	-	
<b>TOTAL EXPENDITURES</b>	<b>48,412,615</b>	<b>31,232,892</b>	<b>17,274,188</b>	<b>35.7%</b>

**EAST CHINA SCHOOL DISTRICT  
SCHEDULE OF INVESTMENTS  
AS OF MARCH, 2023**

<b>FUND</b>	<b>ACCOUNT</b>	<b>TYPE</b>	<b>ISSUER</b>	<b>MATURITY DATE</b>	<b>INTEREST RATE</b>	<b>INVESTED AMOUNT</b>
DS	DEBT SERVICE	POOL	NORTHSTAR	3/31/2023	1.00 APY	43,770
DS	DEBT SERVICE	INVEST	MILAF	3/31/2023		5,788,622
GF	OPERATING	POOL	NORTHSTAR	3/31/2023	0.60 APY	3,545,857
GF	OPERATING	INVEST	NORTHSTAR	3/31/2023	2.44 APY	5,685,070
SF	SINKING FUND	POOL	NORTHSTAR	3/31/2023	0.30 APY	77,894
SF	SINKING FUND	INVEST	NORTHSTAR	3/31/2023	2.44 APY	2,909,378
CP	CAPITAL PROJECTS	POOL	NORTHSTAR	3/31/2023	0.40 APY	114,219
CP	CAPITAL PROJECTS	INVEST	NORTHSTAR	3/31/2023	2.44 APY	3,811
CP	CAPITAL PROJECTS	INVEST	MILAF	3/31/2023		50,637,253
APY	ANNUAL % YIELD					

**EAST CHINA SCHOOL DISTRICT  
REGULAR BOARD OF EDUCATION MEETING  
April 24, 2023**

**FOR ACTION: Marine City High School abatement services**

In order to prepare for the upcoming Marine City High School renovations, specifications were developed to conduct the necessary abatement.

In conjunction with Arch Environmental Inc., bids were solicited for the Marine City High School abatement services. A post bid interview was conducted with the lowest bidder. As a result of this interview process, it is being recommended that Global Green Service Group, LLC. be awarded the contract.



CONTRACT AWARD REQUEST
Environmental Projects

April 17, 2023

Mr. Kirk Grzelka
Director of Operations
East China School District
1585 Meisner Road
East China, Michigan 48054
kgrzelka@ecsd.us

RE: Contract Award Request for Bid No. 23.01
Asbestos Abatement
Global Green Service Group, LLC
Marine City High School and Marine City Middle School

Dear Mr. Grzelka:

Sealed bids for asbestos abatement activities at Marine City High School and Marine City Middle School were received on Monday, April 17, 2023, and opened by representatives of Arch Environmental Group, Inc. (AEG) and East China School District. AEG has reviewed and evaluated the submitted bid from the low bidder, Global Green Service Group, LLC and conducted a post-bid meeting to discuss the scope of work and schedule for Bid No. 23.01 ("Asbestos Abatement for 2023 Summer Renovations at Marine City High School and Marine City Middle School"). AEG has determined that the submitted bid was inclusive and correct. AEG requests that a Purchase Order or contract be issued in the amount shown to:

Table with 2 columns: Contractor, Contract Award. Contractor: Global Green Service Group, LLC, 27113 Powers Avenue, Dearborn Heights, Michigan 48125, Phone: (313) 291-2528, Fax: (313) 291-2399. Contract Award: \$96,800.00

A complete bid tabulation for the bid with the selected bid highlighted is attached, as well as copies of Global Green Service Group, LLC's submitted bid form for Bid No. 23.01, "Familial Relationship Disclosure Statement", and "Affidavit of Compliance - Iran Economics Sanctions Act".

Please show your approval to issue a Purchase Order or contract to Global Green Service Group, LLC by signing the "Approved By" section below (following formal approval by the Board of Education) and returning one copy of this letter to our office. AEG will coordinate with East China School District for the issuance of a Purchase Order or contract after receiving your approval of this Contract Award Request.

Approved By: \_\_\_\_\_
East China School District

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

**Contract Award Request for Bid No. 23.01**

Global Green Service Group, LLC

East China School District

Marine City High School and Marine City Middle School

Page 2

Arch Environmental Group, Inc. looks forward to working with you in the future and helping you to address any concerns regarding environmental health and safety. If you have any questions regarding this recommendation or require any additional documentation in support of Global Green Service Group, LLC, please feel free to contact me at (248) 426-0165.

Sincerely,

**Arch Environmental Group, Inc.**

Environmental Services



Roosevelt Austin III

Arch Environmental Group, Inc.

Attachments: Bid No. 23.01 Bid Tabulation  
Submitted bid forms for Bid No. 23.01  
Submitted "Familial Relationship Disclosure Statement"  
Submitted "Affidavit of Compliance – Iran Economics Sanctions Act"

cc: Mr. David Bennett, Global Green Service Group, LLC

File: AE230338



BID TABULATION



East China School District

Bid No. 23.01

Asbestos Abatement

Asbestos Abatement for 2023 Summer Renovations @ Marine City High School and Marine City Middle School

Bids Due: 9:00 A.M., Monday, April 17, 2023

Bid Opening: 9:00 A.M., Monday, April 17, 2023

BID RESULTS Contractor / Planholder	Bidder Acknowledgements					Bid No. 23.01	Bid No. 23.01	Bid No. 23.01	Bid No. 23.01	Bid No. 23.01	
	BB	IRAN	FRDS	PBM	A1	Qualified	Base Bid	Per Linear Foot/Per Fitting	Per Man Hour Rate	Power/Water	Mobilization
Dore & Associates											
Environmental Maintenance Engineers, Inc.	✓	✓	✓	✓	✓		\$103,400.00	\$35.00	\$85.00	\$8,000.00	\$700.00
Global Green Service Group	✓	✓	✓	✓	✓		\$46,800.00	\$35.00	\$95.00	\$3,000.00	\$1,500.00
Qualified Abatement Services, Inc.											
Total Environmental Services	✓	✓	✓	✓	✓		\$234,600.00	\$40.00	\$110.00	\$5,000.00/\$3,000.00	\$1,200.00

Notes:

1 - Qualified Bid: All necessary acknowledgements have been made and a bid bond has been submitted.

2 - All bids opened by [Signature] (AEG), [Signature] (ECSD), [Signature] (ECSD).

**Bid No. 23.01 -  
Marine City High School and Marine City Middle School - Asbestos Abatement for 2023 Summer  
Renovations (Base Bid)**

The Bidder hereby agrees and certifies to comply with all requirements described within this Project Specification and the listed and acknowledged Addenda and agrees to accept a payment of

<b>Base Bid</b> ninety six thousand eight hundred***** dollars (\$ <u>96,800.00</u> )
--

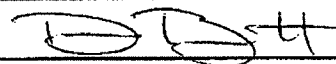
<b>Per Linear Foot/Pipe Fitting Price</b> thirty five***** dollars (\$ <u>35.00</u> )
--

<b>Per Man Hour Rate</b> ninety five***** dollars (\$ <u>95.00</u> )
---

for all work regarding this bid as described in the "Project Scope of Work and Requirements", including the Project Summary, Abatement Activities, Abatement Requirements, Additional Requirements and Information, Project Diagrams and the Time Schedule.

The Bidder agrees and certifies that the above stated cost includes all charges for all wages, overtime, taxes, materials, supplies, equipment, disposal costs, general conditions, supervision, insurance, overhead, profit and incidental expenses and fees. The Bidder hereby agrees and certifies that if the projects are not completed by the final due date the Bidder will accept a penalty as described in the project specifications.

The Undersigned, a Representative of the Bidder, hereby authorizes and requests any person, firm, or corporation to furnish any information requested by East China School District and/or their Representatives in verification of the recitals comprising the Bidder's Statement of Qualifications. When requested, a breakdown of the bid by building will be submitted following award of a contract.

<b>COMPANY NAME</b>	<u>Global Green Service Group, LLC</u>
<b>PRINT NAME</b>	<u>David Bennett</u>
<b>TITLE</b>	<u>Project Manager</u>
<b>SIGNATURE</b>	<u></u>

**Alternate Bids Provided:**  
 None  
 Attached - List Below:

**Bidder Noted Conditions/Restrictions on Bid:**  
 None  
 Listed Below:

**Bid No. 23.01 -  
Marine City High School and Marine City Middle School - Asbestos Abatement for 2023 Summer  
Renovations (Power, Water & Mobilization)**

The Bidder hereby agrees and certifies to comply with all requirements described within this Project Specification and the listed and acknowledged Addenda and agrees to accept a payment of

**Power/Water**  
three thousand\*\*\*\*\* dollars (\$ 3,000.00 )

**Mobilization**  
one thousand five hundred\*\*\*\*\* dollars (\$ 1,500.00 )

to supply a source for sufficient amounts of electrical power and water necessary to complete all work regarding this bid as described in the "Project Scope of Work and Requirements," including the Project Summary, Abatement Activities, Abatement Requirements, Additional Requirements and Information, Project Diagrams and the Time Schedule.


The Bidder agrees and certifies that the above stated cost includes all charges for all wages, overtime, taxes, materials, supplies, equipment, disposal costs, general conditions, supervision, insurance, overhead, profit and incidental expenses and fees (limited to actual costs plus fifteen percent).

**Details and Determination of Costs - Electrical Power (attach additional sheets if necessary):**

generator rental & usage

**Details and Determination of Costs - Water (attach additional sheets if necessary):**

meter rental & usage

COMPANY NAME	Global Green Service Group, LLC
PRINT NAME	David Bennett
TITLE	Project Manager
SIGNATURE	

**Bidder Noted Conditions/Restrictions on Bid:**

- None
- Listed Below:

FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT

Important: This disclosure statement must be included with your bid as required by state law (Public Act 232 of 2005).

As required by Public Act 232 of 2005, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the East China School District's Board of Education or the Superintendent of Schools. The Board of Education shall not accept a bid that does not include this sworn and notarized disclosure statement.

++++

The undersigned, the owner or authorized officer of Global Green Service Group, LLC (the "Bidder"), pursuant to the familial disclosure requirement provided in the East China School District advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the company and any member of the East China School District's Board of Education or the Superintendent of Schools. If such a relationship exists, please explain:

no relationship exists

Attach additional pages if necessary

By: [Signature] (bidder signature)

Title: Aaron Tucker, President (type or print)

Date: 4/12/2023

Subscribed and Sworn to Before Me:

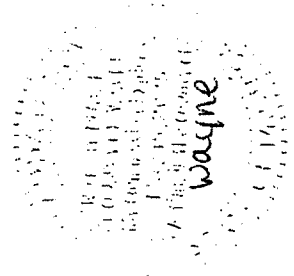
This 12th day of April, 2023 A.D., in and for the County of Wayne, Michigan.

My commission expires: May 15, 2025

Acting in the County of: Wayne

[Signature of Notary]
Signature of Notary

Amanda G. Boyd, Notary Public
State of Michigan, County of Wayne
My Commission Expires 5/15/2025
Acting in the County of Wayne



**AFFIDAVIT OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT**

**Important: This disclosure statement must be included with your bid as required by state law (Public Act 517 of 2012).**

The undersigned, the owner or authorized officer of Global Green Service Group, LLC (the "Contractor"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that, in the event Contractor is awarded a contract as a result of the aforementioned Request For Proposal, the Contractor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract.

The Contractor understands and agrees that, if East China School District receives credible information that this Affidavit includes false information, East China School District will conduct an investigation that may lead to the termination of this contract as provided in the Act. The Contractor agrees to indemnify East China School District (including its agents, employees and representatives), and hold them harmless, for all actual attorneys' fees and costs, settlements, awards, judgments, interest and bonds arising from or relating to any such investigation.

The Contractor further acknowledges that any person who is found to have submitted a false certification may be responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the East China School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

By: [Signature] (bidder signature)

Title: Arnon Tucker, President (type or print)

Date: 4/12/2023

Subscribed and Sworn to Before Me:

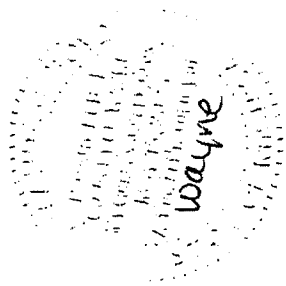
This 12th day of April, 2023 A.D., in and for the County of Wayne, Michigan.

My commission expires: May 15, 2025

Acting in the County of: Wayne

[Signature]  
Signature of Notary

**AMANDA G. BOYD, Notary Public**  
State of Michigan, County of Wayne  
My Commission Expires 5/15/2025  
Acting in the County of Wayne



**EAST CHINA SCHOOL DISTRICT  
REGULAR BOARD OF EDUCATION MEETING  
April 24, 2023**

**FOR ACTION: Belle River Elementary School Site Paving - BP #01 Recommendation**

Due to the deteriorated condition of the Belle River sidewalks and parking lots, bids were solicited for the asphalt and cement replacement at Belle River Elementary School. The bid opening was held on April 14, 2023. The following week, bids were reviewed and a post bid interview was conducted with the low bidders. As a result of this interview process, it is recommended that the lowest bidder be awarded the contract.



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Mr. Kirk Grzelka  
Director of Operations, East China School District  
1585 Meisner Road  
East China, MI 48054

04/17/23

**RE: Recommendation for Award  
East China School District  
Belle River Elementary School Site Work and Paving – BP #01**

Dear Mr. Grzelka,

We have completed the review of the bids received on April 14<sup>th</sup>, 2023 for the Belle River Elementary School Site Work and Paving – Bid Pack #1 with your architectural/engineering consultants. We recommend the District approve awarding contracts to the bidder in the attached bid recommendation summary, based on the low responsive bids.

We have also attached the bid tabulation sheets for each bid category. If you have any questions, please do not hesitate to call.

Regards,

**AUCH CONSTRUCTION**

Colleen Koffel  
Project Manager

Enclosure

Cc: Suzanne Cybulla, Kirk Grzelka – East China School District  
Melanie Hall – TMP Architecture  
Gerry McClelland – AUCH Construction

**East China School District**  
**St. Clair 6-12 School Site Paving BP #3**  
 AUCH Construction (Proj. #9197)  
 Letter of Recommendation #1



COMPANY	TRADE	BID DESCRIPTION	BID AMOUNT	ALTERNATE BID AMOUNTS	CONTRACT AMOUNT
<b>Boddy Construction Company, INC.</b> 3741 Dove Road Port Huron, MI 48060 P: 810-364-3970 F: --- Contact: Ronald G. Boddy	<b>PROPOSAL 32.1: Asphalt Paving and Site Concrete</b> Belle River Elementary Site Work & Paving - BP #01	Base Bid	\$ 523,000.00		
		Alternate #1. Northern portion of sidewalk around building		\$ 18,217	
		Alternate #2. Northern portion of sidewalk around building		\$ 16,867	
		Alternate #3. Basketball Hoops		\$ 31,280	
				<b>\$ 523,000</b>	<b>\$ 66,364</b>

<b>TRADE CONSTRUCTION SUBTOTAL</b>		<b>\$ 589,364.00</b>
------------------------------------	--	----------------------

**Trade Proposal - Proposal 32.1 Sitework and Paving**

Location: East China Central Office  
Date: April 14, 2023

Recorded by: Dalton Burgan  
Witnessed by: Kirk Grzelka

Contractor Name & Location	Bid Security	Bid Formality				East China School District				Comments / Voluntary Alternates
		ADD.	EEO	Fam. Dis.	IESA	Belle River Elementary Bid Pack #1	Alternate #1: Replace Northern Portion of Sidewalk	Alternate #2: Replace Southern Portion of Sidewalk	Alternate #3: Replace Basketball Court	
Asphalt Specialist, LLC	X	X	X	X	X	\$699,400	\$43,000	\$42,000	\$57,000	
Boddy Construction	X	X	X	X	X	\$523,000	\$18,217	\$16,867	\$31,280	
M.L. Chartier	X	X	X	X	X	\$713,584	\$26,019	\$26,133	\$39,384	
Teltow	X	X	X	X	X	\$689,750	\$27,500	\$26,750	\$36,900	
James P. Contracting	X	X	X	X	X	\$668,744	\$24,030	\$20,350	\$31,940	

**EAST CHINA SCHOOL DISTRICT  
REGULAR BOARD OF EDUCATION MEETING**

**April 24, 2023**

**FOR ACTION: Black and White Laser Multifunction Copiers**

The copier replacement project has been planned for and is part of the 2020 bond. As part of the 2009 Technology Bond, 27 copiers were purchased in 2011 for all district facilities. In 2016 we bought 11 copiers to add additional devices in the schools and replace some older ones that were end of life and failing. Many copiers from the 2011 purchase are still in use today, with some having over 10 million copies. All of them are now at end of life and are experiencing many breakdowns and maintenance issues.

Working with our copier vendor, we evaluated our current fleet and usage. We determined which existing devices we will keep, and for flexibility, we selected two models to purchase. After talking with each principal and additional personnel, we devised a copier solution for each building, included the number of devices, type, and location. They chose between a full-sized and desktop version copiers.

We are keeping the eleven copiers purchased in 2016 and are replacing all remaining copiers in the district. The district will move to a ‘find me, follow me” printing strategy. Staff and students will be able to print a document from their device and retrieve it from any district copier by scanning their ID badge, and logging in with their ID number or network credentials. It is secure, efficient, and cost-effective. To accomplish “find me, follow me” printing capabilities, we are adding Paper Cut software to our network and copiers. Paper Cut has a wide range of printing and management capabilities.

You cannot lease copiers with bond funds, so we are taking advantage of a State of Michigan bid contract (MiDEAL) to purchase them. These bids and contracts are managed by the Department of Technology, Management, and Budget and allow us to utilize the purchasing power of the state to get the best price for what we need. This is a turnkey solution and costs include delivery, setup and installation.

The quantity, type and models are:

14 - Ricoh IM7000 Full Sized B/W Copier with Paper Cut: \$9,253.51 each  
Paper Cut, copy, scan, scan to email, document feeder, hole punch, staple, finisher, 70 PPM, 5-year term, .005 per copy that includes supplies and maintenance

11 - Ricoh IM430F Desktop B/W Copier with Paper Cut: \$2,499.51 each  
Paper Cut, copy, scan, scan to email, document feeder, 43 PPM, 5-year term, .0095 per copy that includes supplies and maintenance

**RECOMMENDED ACTION:**

That the board approves the bid to Ricoh USA for 14 full sized and 11 desktop copiers with Paper Cut software in the total amount of \$157,043.75.

**EAST CHINA SCHOOL DISTRICT  
REGULAR BOARD OF EDUCATION MEETING**

**April 24, 2023**

**FOR ACTION: Ergotron LearnFit – Sit-Stand Mobile Desks**

New classroom technology (Classroom SmartSuites) have been planned for and is part of the 2020 bond. We installed and have piloted new classroom equipment in 41 classrooms over the last few months. The new technology is very flexible and has been well received. We appreciate our pilot classroom teachers' willingness to work with the equipment and provide feedback. The pilot has been very successful.

We plan to install the new Classroom SmartSuites in all of our remaining classrooms in the district from now thru the summer. One of the items that are necessary to provide flexibility and mobility for teachers are rolling desks. These 22x24 inch adjustable height desks have the classroom 2in1 Chrome Tablet, SmartTV remote, laser pointer, board eraser, and document camera on them. These allow the teachers to be mobile and present and teach from anywhere in their classroom wirelessly.

We need to purchase the remaining number of LearnFit desks to outfit our classrooms. We are taking advantage of the State of Michigan REMC bid and received a quote to purchase. This state bid allows us to utilize the purchasing power of the state to the best price. Costs include shipping and handling.

The quantity and model numbers are:

214 – Ergotron – LearnFit – Sit-Stand Mobile Desk and Storage Bin: \$467.00 each

Desk part number: 24-547-003, \$422.00 each

Storage bin part number: 97-926-064, \$45.00 each

**RECOMMENDED ACTION:**

That the board approves the bid to Yeo & Yeo Technology, for 214 Ergotron LearnFit Sit-Stand Desks, with Storage bin, in the total amount of \$99,938.00

**EAST CHINA SCHOOL DISTRICT  
REGULAR BOARD OF EDUCATION MEETING**

**April 24, 2023**

**FOR ACTION: SMART TV interactive displays and motorized adjustable wall mounts**

New classroom technology (Classroom SmartSuites) has been planned for and is part of the 2020 bond. We installed and have piloted new classroom equipment in 41 classrooms over the last few months. The new technology is very flexible and has been well received. We appreciate our pilot classroom teachers' willingness to work with the equipment and provide feedback. The pilot has been very successful.

We plan to install the new Classroom SmartSuites in all of our remaining classrooms in the district, from now thru the summer. Two key components in each room are the SmartTV (75", 4K, touchscreen) and motorized adjustable mount.

We need to purchase the remaining required numbers needed of Smart TV's and mounts to outfit our classrooms. We are taking advantage of the State of Michigan REMC bid and received a quote to purchase. This state bid allows us to utilize the purchasing power of the state to get the best price. Costs include shipping and handling.

The quantity and model numbers are:

219 – Smart board MX075-V4 interactive display with iQ: \$2,935.00 each

149 – eBox Motorized height adjustable wall mount: \$1,199.00 each

**RECOMMENDED ACTION:**

That the board approves the bid to Bluum, for 219 Smart board MX075-V4 interactive displays and 149 eBox Motorized height adjustable wall mounts, in the total amount of \$821,416.00

EAST CHINA SCHOOL DISTRICT  
BUDGET RESOLUTION

A regular meeting of the Board of Education of the East China School District was held on May 22, 2023, at 6:00 p.m.

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

Present: Members

Absent: Members

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

WHEREAS:

This Board received the St. Clair County RESA Budget on or before May 1, 2023; and

WHEREAS:

In accordance with Section 380.624 of the Revised School Code, this Board must now adopt a resolution expressing its support or disapproval of the proposed RESA budget, and must submit to the RESA Board any specific objections and/proposed changes the Board may have to the budget prior to June 1, 2023.

THEREFORE, BE IT RESOLVED THAT:

(1) The board of education has received and reviewed the proposed intermediate school district budget in accordance with Section 624 of the Revised School Code, as amended, and by the adoption of this resolution, expresses its \_\_\_\_\_ **(insert support OR nonsupport)** of the proposed intermediate school district budget.

(2) The Secretary of the Board is hereby directed to submit a copy of this resolution to the Secretary of the RESA Board of Education, along with any specific objections or proposed changes to the budget no later than June 1, 2023.

Ayes: Members

Nays: Members

Motion declared adopted.

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

The undersigned duly qualified and acting Secretary of the Board of Education of East China School District, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on Monday, May 22, 2023, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

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



# THRUN

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Jessica E. McNamara  
Ryan J. Murray  
Erin H. Walz

Mackenzie D. Flynn  
Kathryn R. Church  
MaryJo D. Banasik  
Cathleen M. Dooley  
Margaret M. Hackett (of counsel)

Re: Vaping Litigation

Dear Retainer Client:

In 2019, several California schools sued Juul Labs, Inc., Altria, and other vaping manufacturers in a California federal court. The lawsuit turned into a nationwide effort, and currently over 100 Michigan schools are included in that lawsuit.

The lawsuit alleges that the defendants fraudulently and intentionally marketed their products to children. Frantz Law Group (Frantz), a California law firm with a background in representing schools, is representing schools in that lawsuit.

Frantz requested Thrun to facilitate contact between Frantz and Michigan schools that are interested in joining the lawsuit. School districts, intermediate school districts, and public school academies are eligible to join.

The lawsuit seeks monetary compensation for damages incurred by schools related to the vaping epidemic created by the defendants. These damages are separated into past and future damages.

For past damages, schools are seeking reimbursement for costs associated with purchasing and installing vape detectors. In addition, they are seeking any lost state aid associated with vaping suspensions and expulsions.

As to future damages, the focus is on obtaining compensation for schools to appropriately handle the vaping epidemic going forward without having to take money out of their general fund. The focus is on deterrence, support, and education. This will be done by seeking compensation for the cost to purchase and install vape detectors in all school bathrooms, staff to supervise students, counselors in middle schools and high schools to assist students with the social and emotional issues associated with nicotine addiction, and educational programs on the harms of vaping. Schools are also seeking an order prohibiting the defendants from selling flavored products and from marketing their products to minors.

Schools that join the lawsuit will need to respond to a questionnaire and produce requested documents. Frantz estimates school staff involvement in the lawsuit will not exceed 3 hours. There will be no obligation for any school Board members, administrators, or staff to be deposed.

Frantz is representing schools in the lawsuit on a contingent fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz will receive 25% of



Vaping Litigation  
Page 2 of 2

any recovery. Thrun will receive a portion of that 25%, specifically 25% for referring a client to Frantz or 35% for both referring a client to Frantz and assisting that client with the lawsuit questionnaire. Thrun's fees are derivative of fees received by Frantz, and Thrun will not bill clients at its hourly rates for work associated with the lawsuit. If there is a recovery, schools will reimburse Frantz for costs incurred by Frantz during the lawsuit, such as court filing costs. Fees and costs are described in more detail in the Attorney-Fee Client Contract, which is attached to the resolution enclosed with this letter. Because Thrun has a financial interest in this matter, you may wish to seek independent legal counsel.

A recovery in the lawsuit is not guaranteed. Thrun is not co-counsel in the lawsuit – our role is limited to referring clients to Frantz and assisting with the lawsuit questionnaire upon request.

A proposed settlement with Juul and Juul-related defendants (including Juul executives) is currently pending. *Schools that join the lawsuit now are not expected to be eligible for settlement funds from the settlement with Juul and the Juul-related defendants.* Those schools would, however, be eligible for settlement funds if there is a future settlement with any remaining defendants in the lawsuit, including Altria.

To join the vaping lawsuit, the next step is for your Board to approve the enclosed resolution and the contract attached to that resolution. Signed resolutions and contracts should be returned by April 20, 2023 to [pmatusiak@thrunlaw.com](mailto:pmatusiak@thrunlaw.com). If your District would like more information about the lawsuit, please contact Piotr Matusiak at [pmatusiak@thrunlaw.com](mailto:pmatusiak@thrunlaw.com) or call (517) 374-8824.

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

**EAST CHINA SCHOOL DISTRICT  
BOARD OF EDUCATION RESOLUTION**

A special meeting of the East China School District (“School”) Board of Education (“the Board”) was held on the 24th day of April, 2023 at the following time: 6:00 p.m.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

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

**WHEREAS:**

1. In 2019, several public schools sued Juul Labs, Inc. and other producers of vaping products in a California federal court, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Lawsuit”).
2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants marketing vaping products to students.
3. Schools in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation (“Frantz”).
4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.
5. The Board believes it is in the School’s best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.
6. The Board believes it is in the School’s best interests to authorize and direct the Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

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

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.
2. The Board authorizes and directs the Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.
3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes: [redacted]

Nays: [redacted]

Absent: [redacted]

Motion Passed: [redacted]

[redacted]  
Todd Distelrath, Board Secretary

The undersigned Board Secretary certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at a special meeting held on April 24, 2023, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

[redacted]  
Todd Distelrath, Board Secretary

Date: April 24, 2023

## ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between the East China School District, whose address is 1585 Meisner Road, East China, MI 48054 (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until the Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
  - A. **CLIENT REPRESENTATIVES.** Client designates the Superintendent, or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims in the Electronic Cigarette (e-cigarette) litigation, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

If money recovered from defendants in the Action ("Defendants") is less than twenty five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.

- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value, using a firm mutually selected by Attorney and Client.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
- B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:
  - A. Is a Thrun retainer client.
  - B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
  - C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

7. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

8. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
9. DISCHARGE AND WITHDRAWAL.
  - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
  - B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.
10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.
11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the

handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

12. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
13. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.
14. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the

Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of any settlement of the Client's case.

15. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by Client and Attorneys.
16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.
17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Frantz Law Group, APLC

Dated: \_\_\_\_\_, 2023

Frantz Signature: \_\_\_\_\_

Frantz Print Name: \_\_\_\_\_

Dated: April 24, 2023

Signature: 

Print Name: Suzanne Cybulla

School Client Name: East China School District

Position of Signatory: Superintendent

East China School District, St. Clair County, Michigan (the “District”).

A regular meeting of the Board of Education of the District was held in the Innovation Center Conference Room on the 22<sup>rd</sup> day of May, 2023, at 6 o'clock p.m.

The meeting was called to order at 6 o'clock, p.m. by President Jeanne Frank.

Present:

Absent:

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

**WHEREAS**, the Publicly Funded Health Insurance Contribution Act, Act 152 of 2011 (the “Act”), was filed with the Secretary of State on September 27, 2011 and became immediately effective on that date; and

**WHEREAS**, Section 4(1) of the Act allows the Board to elect to comply with the Act by paying not more than 80% of the total annual costs of all the medical benefit plans that the District offers or contributes to for its employees, including the premium or illustrative rates of the medical benefit plans, as well as all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care, instead of paying the specific monetary limitations (*i.e.*, “hard caps”) described in Section 3 of the Act; and

**WHEREAS**, the District offers or contributes to one or more such medical benefit plans for its eligible employees (and their eligible dependents); and

**WHEREAS**, this Board of Education has determined to comply with the Act for the initial medical benefit plan coverage year beginning on or after July 1, 2023 by paying not more than eighty percent (80%) of the total annual costs of all medical benefit plans offered by this District or for which this District makes contributions for its eligible employees (and their eligible dependents) as an alternative to compliance with the requirements of Section 3 of the Act.

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

1. The District declares that beginning with the initial medical benefit plan coverage year occurring on or after July 1, 2023 and through June 30, 2024, it shall comply with the Publicly Funded Health Insurance Contribution Act by limiting its expenditures for medical benefit plans to not more than eighty percent (80%) of the total annual costs of all medical benefit plans it offers or contributes to for its eligible employees (and their eligible dependents), including the premium or illustrative rates of the medical benefit plans, as well as all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts,

flexible spending accounts, or similar accounts used for health care, instead of paying the specific monetary limitations (*i.e.*, “hard caps”) described in Section 3 of the Act. The District reserves the right to allocate the employees’ share of these total annual costs of the medical benefit plans among employees of the District as it sees fit.

2. Unless this Board of Education further extends its decision to comply with the Act by establishing the eighty percent (80%) contribution limit as permitted in Section 4 of the Act, the requirements of Section 3 of the Act shall become effective on July 1, 2023.

3. The President and Secretary of this Board of Education are hereby authorized and directed to execute any and all documents which are necessary for the District to comply with the requirements of the Act and to implement this resolution of the Board of Education.

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

Ayes:

Abstentions:

Nays:

Resolution declared adopted.

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Secretary, Board of Education

The undersigned, duly qualified and acting Secretary of the Board of Education of the East China School District, St. Clair County, Michigan (the “District”), hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a regular meeting held on May 22, 2023, the original of which is part of the Board’s minutes. The undersigned certifies that notice of the meeting was given to the public pursuant to the provisions of the Michigan Open Meetings Act, 1976 PA 267, as amended.

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Secretary, Board of Education

### **For Discussion: The Purchase of Raptor Technologies Visitor Software**

The district is in receipt of Section 97 funding, through the State School Aid Act, which is intended for improving school safety. Allowable expenditures under this section can include safety infrastructure.

In an effort to solidify our infrastructure and systems that are in place around school safety and security, it was determined that the Raptor Technologies program represented the “Gold Standard” in School Safety and Visitor Management software.

This program represents a proprietary technology that integrates with our Student Information System and would be available at each of our district’s buildings.

### **For Discussion: The Purchase of Economics and Government Textbooks and Licenses**

The district is in receipt of ESSER II funding, to be utilized in accordance with the stakeholder surveys that have been conducted. On these surveys updated curriculum sources were noted as one of the top priorities. In working with our teaching staff of these courses, we conducted a curriculum/programmatic review of available sources. Following that review, TCI was selected as the top choice for updated Economics and Governments resources for our students and staff.

### **For Discussion: The Purchase of New Microscopes Across the District (Grades 6-12)**

The district is in receipt of ESSER II and III funding, to be utilized in accordance with the stakeholder surveys that have been conducted. Throughout those surveys, updated materials, lab equipment, and resources were noted among the top priorities. In working with a group of our secondary science teaching staff, we conducted a review of available microscopes that were on the market. Following that review, Benz Microscopes was selected as the top choice for new microscope purchases across the district.