

**Fowlerville Community Schools  
Board of Education  
Special Board Meeting  
Agenda**

Fowlerville High School, Media Center, 6:00 p.m.

August 29, 2024

**District Mission Statement**-Fowlerville Community Schools are committed to providing a quality educational experience for all students in a safe, orderly, healthy and nurturing environment.  
The district's guiding principles are educational excellence, effective leadership, personal integrity, mutual respect and continuous improvement through staff, student and community involvement.

- I. Call to Order
- II. Pledge of Allegiance
- III. Consent Agenda
  - A. Roll Call
  - B. Approval of Minutes from August 20, 2024
- IV. Call to the Public (See Guidelines Below)
- V. New Business Items
  - A. Recommendation to Approve the 2024-2025 School Liaison Officer Contract
  - B. Recommendation to Approve Purchase of HVAC Equipment for Smith Elementary
- VI. Information
  - A. Next Regular Meeting, September 17, 2024, at 7:00 p.m., FHS media center
- VII. Adjournment

**CALL TO THE PUBLIC GUIDELINES:**

- Any audience member may address the Board about topics on the agenda or not on the agenda.
- Each person shall be allowed to speak for a maximum of 3 minutes.
- Individuals addressing the Board should take into consideration the rules of common courtesies.
- Comments cannot be used to make personal attacks against Board members, District employees, or students.
- Call to the Public is not a question and answer period.
- Board members may ask questions of the speaker, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public.
- The Board President may refer questions/issues to the Superintendent for investigation, study, or recommendation. He may ask the Superintendent to address questions directly during the Superintendent's report.

V. New Business Items

- A. Recommendation to Approve the 2024-2025 School Liaison Officer Contract – The District is again entering into a contract with the Village of Fowlerville, Conway Township, Handy Township and Iosco Township to fund the School Liaison Officer. This agreement is identical to past years.

Recommendation: Administration recommends approval of the Supplemental Law Enforcement Services (School Liaison Officer) as presented. [Appendix A]

- B. Recommendation to Approve Purchase of HVAC Equipment for Smith Elementary School

Recommendation: Administration recommends the purchase of HVAC Equipment for Smith Elementary School in the amount of \$148,900. from the Bond Issue funds. [Appendix B]

VI. Information – See Agenda

VII. Adjournment

**FOWLerville COMMUNITY SCHOOLS**  
**Board of Education Minutes**  
**Regular Meeting**  
**August 20, 2024**

The meeting was called to order by School Board President, Mrs. Amy Sova, at 7:03p.m. in the media center at Fowlerville High School.

The Pledge of Allegiance was recited.

Members Present: Mr. John Belcher, Mr. Justin Braska, Mrs. Susan Charron, Mrs. Danielle DeVries, Mrs. Diana Dombrowski, Mr. Robert Hinton and Mrs. Amy Sova

Members Absent: NONE

Motion by Mr. Belcher, supported by Mrs. Dombrowski, to approve the consent agenda including Board minutes from July 9, 2024, and July Payables. The motion was passed.

During the Call to the Public community members and staff addressed the Board with their concerns.

Reports/Recognition: Mrs. Amy Sova, School Board President, read a statement.

Motion by Mr. Belcher, supported by Mrs. DeVries, Recommends to table approving the School Liaison Officer Contract – The District is again entering into a contract with the Village of Fowlerville, Conway Township, Handy Township, and Iosco Township to fund the School Liaison Officer. This agreement is the same as in past years. The motion was tabled.

Ayes: Mr. Belcher, Mr. Braska, Mrs. Charron, Mrs. DeVries, Mrs. Dombrowski, Mr. Hinton and Mrs. Sova

Nays: NONE

The motion passed.

The Assistant Superintendent's Report was given by Mrs. Adva Ringle.

The Superintendent's Report was given by Mr. Matt Stuard

Motion by Mr. Hinton, supported by Mr. Braska recommends the hiring of Mrs. Dana Coon as Fowlerville Junior High School Principal. The motion passed.

Motion by Mr. Belcher, supported by Mrs. DeVries recommends the hiring of Mr. Ross Richard for Fowlerville Smith (K-2) Elementary Principal. The motion passed.

Motion by Mr. Belcher, supported by Mrs. DeVries recommends hiring Mr. Nick Zajas as the Principal of Fowlerville High School. The motion passed.

Motion by Mr. Belcher, supported by Mrs. Dombrowski, recommending hiring Mrs. Tammy

Steffee as the Assistant Principal of Fowlerville High School. The motion passed.

Old Business:

Introduction of Other Matters by the Board:

Introduction of Other Matters by the Superintendent:

Information:

Motion by Mr. Belcher, supported by Mr. Hinton, recommending going into a closed session for the purpose of negotiations at 8:55pm.

Ayes: Mr. Belcher, Mr. Braska, Mrs. Charron, Mrs. DeVries, Mrs. Dombrowski, Mr. Hinton and Mrs. Sova

Nays: NONE

The motion passed.

Motion by Mr. Belcher, supported by Mr. Hinton, recommending the Board reconvene Open Session at 10:01p.m.

Ayes: Mr. Belcher, Mr. Braska, Mrs. Charron, Mrs. DeVries, Mrs. Dombrowski, Mr. Hinton and Mrs. Sova

Nays: NONE

The motion passed.

Motion by Mr. Belcher, supported by Mrs. DeVries, recommending approval of the closed session minutes. The motion carries.

Motion by Mr. Belcher, supported by Mrs. DeVries, recommending Fowlerville Community Schools and the FEA enter into mediation barring a tentative agreement on 08/26/2024.

Motion by Mrs. Charron, supported by Mrs. Dombrowski, recommending adjournment of the meeting at 10:02 p.m. The motion passed.

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Susan Charron, Board Secretary  
Fowlerville Community Schools

# Appendix A

## AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES (School Liaison Officer)

This **Agreement**, made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **FOWLerville COMMUNITY SCHOOLS**, a Michigan Public Agency, of 7677 Sharpe Road, Fowlerville, Michigan 48836 (hereinafter referred to as the "Schools"), the **TOWNSHIP OF CONWAY**, a Michigan Municipal Corporation, of 8015 N. Fowlerville Road, P.O. Box 1157, Fowlerville, Michigan 48836 (hereinafter referred to as the "Conway"), the **TOWNSHIP OF HANDY**, a Michigan Municipal Corporation, of 135 N. Grand Avenue, P.O. Box 189, Fowlerville, Michigan 48836 (hereinafter referred to as the "Handy"), the **TOWNSHIP OF IOSCO**, a Michigan Municipal Corporation, of 2050 Bradley Road, Webberville, Michigan 48892 (hereinafter referred to as the "Iosco"), and the **VILLAGE OF FOWLerville**, a Michigan Municipal Corporation, of 213 South Grand Avenue, Fowlerville, Michigan 48836 (hereinafter referred to as the "Village").

### WITNESSETH:

**WHEREAS**, the Village of Fowlerville is willing and able to provide school liaison supplemental law enforcement services to the Fowlerville Community Schools; and

**WHEREAS**, the Fowlerville Community Schools desire such supplemental law enforcement services for the benefit of students and staff, including students from the Townships of Conway, Handy, and Iosco (hereinafter collectively referred to as the "Townships").

**WHEREAS**, due to budget constraints, the Schools can no longer fund all of its portion of the Liaison Officer position, and, while the Village is willing to continue its share of the position, the Village cannot further increase its portion of the position's funding; and

**WHEREAS**, the Townships desire to enter an Agreement to partially defray the costs of providing for the operation of the School Liaison Officer position and for providing for the continuation of the School Liaison Officer services to the school system and its students, including students that are residents of the Townships.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**1. Services to be Performed by the Village.** The Village shall provide the Schools with School Liaison Officer supplemental law enforcement services. These supplemental law enforcement services shall be performed through the assignment of an officer that will work in the school environment both in the schools and in the field. The service shall consist of one (1) police officer and one (1) vehicle over and above those services otherwise provided by regular patrol. These law enforcement services shall be performed in accordance with the following:

A. The School Liaison Officer's normal hours shall be 7:00 a.m. to 3:00 p.m. Monday through Friday. The School Liaison Officer shall adjust hours for special events (sporting events, meetings, and school-related functions) where practical, otherwise, overtime shall be provided. The School Liaison Officer shall report directly to the Fowlerville High School Principal or his designee during school hours.

B. The total hours of law enforcement services authorized in subsection A of this section may be increased or decreased when mutually agreed upon by the Schools and the Village.

C. The School Liaison Officer shall be considered to be providing the School's services when he/she is required to appear in court on matters relating to law enforcement services provided under this Agreement.

D. The Fowlerville High School Principal will approve the School Liaison Officer's vacation time in conjunction with the Village of Fowlerville Police Chief. The School Liaison Officer will be encouraged to take vacation time on non-instructional school days.

E. As is common in all law enforcement jurisdictions, it is occasionally necessary for an officer to respond to other situations, or to assist the Village of Fowlerville Police Department with serious crimes or life-threatening emergencies. In instances such as this, the Village of Fowlerville Police Department may authorize the School Liaison Officer to provide this needed assistance. The officer will return to school duties as soon as reasonably possible.

F. The officer assigned to perform School Liaison Officer supplemental law enforcement services under this contract shall be MCOLES certified.

**2. Equipment to be Provided by the Village.** The Village shall provide necessary support services required to administer the services to be provided to the Schools under this Agreement. These support services shall include necessary equipment, uniforms, weapons, and radios. The Village shall also provide evidence processing and storage, L.E.I.N. usage, warrant storage, breathalyzer operator service, all records storage and retention required, and property and evidence room facilities.

**3. Vehicle.** The vehicle used by the School Liaison Officer shall be the property of the Village of Fowlerville Police Department. The Village of Fowlerville Police Department shall be responsible for the cost of maintaining and equipping the vehicle and shall supply the fuel for

the vehicle during the school year. The Fowlerville Community Schools will be billed for the cost of the fuel.

4. **Office Space, Parking, and Telephone.** The Schools shall provide and maintain office space at the high school, including parking space, desk, telephone, office equipment and supplies, computer and related peripherals, curriculum aids, and accessories. A basic cell phone or cell phone stipend will be provided during the school year for school business only.

5. **Administrative Services, Training.** The Village Police Department shall provide all necessary administrative services supervision, and training for the police officer assigned to the Fowlerville Community Schools. (The Fowlerville Community Schools acknowledges the necessity for the police officer to be excused from school liaison duties for training, vacation, or sick leave.) The Schools and the Village will split the cost of all School Liaison Officer-related training, seminars, and conferences.

6. **Payment For Services.**

A. In return for supplemental law enforcement services, and in addition to the costs and reimbursements provided in Sections 3, 4, and 5 above, the Schools, and the Townships shall pay for seventy percent (75%) of the salary and fringe benefits, including any payroll taxes, for the assigned officer.

B. Each of the Townships, being Conway, Handy, and Iosco, shall pay and the Village shall receive the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) pursuant to this Agreement, which funds shall be used to partially defray a portion of the School's seventy-five percent (75%) costs of the salary and fringe benefits for the School Liaison Officer services during the 2024-2025 school year.

C. The exact compensation cost will be determined during the annual Village budgeting process, but the Townships cost shall not exceed the amount provided for in Section 6, B, above.

D. Should the compensation rates increase, notification would be made to the Schools and each of the participating Townships as soon as possible.

E. The Schools and the Townships shall be invoiced every six (6) months (January and July). The invoices to each of the Townships are not to exceed \$5,000.00 for each six (6) month period.

7. **Selection And Evaluation of School Liaison Officer.** Selection of the School Liaison Officer will be a collaborative process between representatives of the Village of Fowlerville Police Department and the Fowlerville Community Schools. Fowlerville Schools will be given the opportunity for input into the evaluation process for the School Liaison Officer.

8. **Status of School Liaison Officer.** The Village Police Officer assigned as the School Liaison Officer under this Agreement will remain an employee of the Village and under the Village's supervision, direction, management, and control. The School Liaison Officer under this Agreement shall in no way be deemed to be and shall not hold themselves out as an employee of the Schools or the Townships and shall not be entitled to any fringe benefits of the Schools or the Townships, such as but not limited to, health and accident insurance, life insurance, paid vacation or sick leave. All rights in the management of the Village and the Village's Manager and Police Chief will remain with the Village. The School Liaison Officer shall at all times, whether on or off school premises and whether during the school day or otherwise, be subject to the chain of command of the Village of Fowlerville Police Department and all rules and regulations, union contracts governing the Village of Fowlerville Department employees. Fowlerville Community Schools, Conway, Handy, and Iosco assume neither responsibility nor liability for the officer executing his/her duties as a School Liaison Officer, a police officer, or for the operation of said police vehicle by the officer. The School Liaison Officer shall be under the jurisdiction of and solely responsible to the Village of Fowlerville Police Department.

9. **Insurance.** The Village shall provide liability and worker's disability compensation insurance coverage for any officer assigned to duty at the Schools as the School Liaison Officer; and shall provide insurance for motor vehicle(s) that may be used in the performance of the services described in Section 3 of this Agreement. Nothing within this Agreement shall be construed as a waiver of any governmental immunity that has been provided to the Village, the Schools, the Townships, or its employees by statutes or court decisions.

10. **Meetings/Consulting/Reports Services.**

A. The Village of Fowlerville Police Chief, or his representative, shall be available at reasonable times for consultation and assistance to the Fowlerville Community Schools. Consultation services may include, but are not limited to, matters relative to investigative services, crime prevention, public safety, traffic safety, emergency planning, and other matters relative to the general safety and peace of the Fowlerville Community Schools.

B. Representatives of the Village, the Schools, and the Townships shall, upon request of any party, meet at mutually convenient times for the purpose of providing reports and discussions regarding of the School Liaison Officer program and any



problem areas perceived by any party to this Agreement. Village of Fowlerville Police Chief, or his representative, shall also submit two (2) reports, one with the January invoice, and one after the end of the school year, specifying how such funds were utilized in rendering the School Liaison services. Prior to the expiration of the Agreement, representatives of the parties shall meet to discuss the possible extension and/or revisions to the program and this Agreement.

**11. Nondiscrimination.** The parties hereto, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs. A breach of this covenant shall be regarded as a material breach of this Agreement.

**12. Agreement Does Not Affect Collective Bargaining Agreements.** It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting any collective bargaining agreement covering officers that could be assigned to the Schools under this Agreement including, but not limited to, the adding of provisions thereto or subcontracting provisions therefrom.

**13. Waivers.** No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**14. Modification of Agreement.** Modifications, amendments, extensions, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**15. Assignment or Subcontracting.** The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

**16. Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**17. Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, or any part thereof, shall have any validity or bind any of the parties hereto.

18. **Invalid Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

19. **Agreement Term.** This Agreement shall become effective, and performance thereon shall commence on the 1<sup>st</sup> day of September 2024 and shall continue to the 31<sup>st</sup> day of August 2025, at which time it shall terminate unless renewed as provided in Section 20 of this Agreement. In the event this Agreement is prematurely terminated, the Schools shall pay the Village the total sum due for services performed by the officer assigned to the Schools up to the effective date of termination, and the contributions of each of the Townships will be prorated based upon the effective date of termination.

20. **Renewal.** It is expressly understood and agreed by the parties hereto that the parties may agree to mutually extend this Agreement for an additional one (1) year period, subject to all the terms and conditions of this Agreement. If any party desires to renew the Agreement, a renewal may be exercised only by delivery to the other parties of written notification of the desire option to renew prior to June 1, 2025, and by the parties mutually approving and executing a renewal agreement. In no event shall the contribution of any Township be increased beyond \$10,000.00 without the prior written consent of the Township.

21. **Certification of Authority to Sign Agreement.** The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written.

**THE FOWLerville COMMUNITY  
SCHOOLS**

By \_\_\_\_\_  
Amy Sova, President

By \_\_\_\_\_  
Susan Charron, Secretary

**THE VILLAGE OF FOWLerville**

By Carol K Hill  
Carol K. Hill, President

By Kathryn R Gutzki  
Kathryn R. Gutzki, Clerk/Manager

**THE TOWNSHIP OF CONWAY**

By Bill Grubb  
Bill Grubb, Supervisor

By Rachel Kreeger  
Rachel Kreeger, Clerk

**THE TOWNSHIP OF HANDY**

By W. Edward Alverson  
W. Edward Alverson, Supervisor

By Laura A. Eisele  
Laura A. Eisele, Clerk

**THE TOWNSHIP OF IOSCO**

By Joe Parker  
Joe Parker, Supervisor

By Julie Dailey  
Julie Dailey, Clerk



**AUCH**  
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*Appendix B*

65 University Drive  
Pontiac, Michigan 48342  
P (248) 334-2000  
F (248) 334-3404  
www.auchconstruction.com

August 28, 2024

Mr. Matthew Stuard  
Superintendent  
Fowlerville Community Schools  
7677 W. Sharpe Rd., Suite A  
Fowlerville, MI 48836

**RE: Fowlerville Community Schools – 2021 Bond  
Smith Elementary  
AUCH Project #9345**

**Recommendation #1 – Pre-Purchase – HVAC Equipment**

Dear Mr. Stuard,

We have completed our review of the proposal received on August 20, 2024, for the FCS Smith Elementary Project. Based on our review conducted in conjunction with the District's consultants we are recommending to the District approval of the award of the purchase order to ThermalNetics. The purchase of the HVAC equipment identified in the attached proposal is through OMNIA Partners, which does not require to be bid.

Please contact me should you have any questions or concerns.

Very Truly Yours,

**GEORGE W. AUCH COMPANY**

Matthew Shock  
Project Manager

Enclosures  
Cc  
Jeff Johnson, Val Grant – IDS  
Shawn Verlinden, AUCH

**Date:** 8/20/2024  
**To:** Fowlerville Community Schools  
**Subject:** Fowlerville Smith VUVs Cooling Addition  
ThermalNetics OMNIA Offering



**Terms & Conditions:**

F.O.B. Destination, No Taxes Included. In The Event They Were Not Transmitted With This Proposal, Thermal-Netics, Incorporated Standard Terms And Conditions Are Applicable. If You Have Any Questions, Please Contact Our Office. Pricing is Valid for 30 Days. Separate Purchase Orders are required. If applicable to the equipment in this scope, a DTE Energy Efficiency discount credit has been included within this quoted amount.

**OMNIA Certified Proposal # R200401-MI-321203**

OMNIA Member Number: 4043698

Proposal is in accordance with Region 4 ESC Contract #R200401 available via OMNIA Partners.

**OMNIA**  
PARTNERS

ThermalNetics is pleased to offer the equipment herein:

**MARK: VUV-A**

**Qty: (16)**

Changeair DX Cooling Coils, complete with the following:

- Support plates
- TXV (Shipped loose and installed by others)
- Drain hoses
- New Unit Controller
- Coils shipped loose installed by others
- One (1) year parts-only warranty
- Startup
- Freight included for First Destination

**Not Included**

- Installation
- Drain pans (Already installed on existing units)
- Condensate pumps (Condensate to be spilled on grade through wall louver)
- Separate Commission Days (See add cost)
- Unloading, loading and storage

**MARK: ACCU-A**

**Qty: (16)**

Condensing Units, complete with:

- 3.5-tons nominal capacity-Single State
- 208/1/6 Voltage
- R-410A refrigerant
- Standard Ambient control
- Portal curbs (Shipped loose and installed by others)
- One (1) year parts-only warranty
  - Warranty valid 12 months from start-up or 18 months from ship date, whichever occurs first.

**Not Included**

- Check, test, & start
- Labor Warranty
- Two Stage Operation
- Installation
- Rubber & Spring Vibration Isolators
- Disconnect Switch
- Piping specialties
- Line sets
- Filter dryers

**BASE BID PRICING (Taxes NOT Included)**

The Total Net Price, F.O.B. Destination, Freight Allowed & Prepaid, for equipment and services described above shall be...

**\$148,900.00 (Taxes NOT Included)**

**OPTIONAL ADD PRICING (not included in Base Bid pricing above)**

ThermalNetics to provide commissioning support services... **ADD \$1,800.00 (per day)**

***TAXES ARE NOT INCLUDED IN ANY PRICING AND MUST BE ADDED BY PURCHASER IF REQUIRED.  
PRICING IS VALID FOR 30 DAYS.***

Please call me if you have any questions regarding this offer, or if I can be of any other assistance at (248) 276-3300.

Sincerely,

Kevin W. Reid  
Sales Engineer

Corey Peterson  
Sales Engineer

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.