

C.O.O.R. Intermediate School District Board of Education Meeting

Wednesday, September 14, 2022 6:00 PM

C.O.O.R. ISD Central Office, PO Box 827, 11051 N. Cut Road, Roscommon, MI
48653

1. Call to order & Roll Call

2. Opening Ceremonies

- Pledge of Allegiance

- Mission Statement

*C.O.O.R. ISD provides programs and
services with our partners to support
the current and emerging teaching and
learning needs of our schools and
communities.*

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Pledge of Allegiance

I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all





Mission Statement

COOR ISD provides programs and services with our partners to support the current and emerging teaching and learning needs of our schools and communities

3. Adopt the Agenda

4. Presentation: Certificate of Appreciation:

- Roscommon County Sheriff's Auxillary

5. Department Updates

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-Career & Technical Education Department

-Early Childhood Department

-Instructional Services Department

-Special Education Department

-R.O.O.C., Inc.

-K12 ETA (Educational Technology Association)



BOARD OF EDUCATION

Dr. James Mangutz, D.D.S.
President

Nancy Persing,
Vice President

Ian Faulkner,
Treasurer

Lyn Sperry,
Secretary

Kara Mularz,
Trustee

Jim Gendernalik,
Trustee

Brie Molaison,
Trustee

To: Shawn Petri, Superintendent

From: Natalie Davis, CTE Director

Date: September 8, 2022

Subject: CTE Update

CTE Steering Committee:

The construction package has been finalized and we have final numbers for approval which are within budget at roughly \$2.3 million including the architect/engineers. Drawings will be finalized and the bid package will be ready to go out by 9/30/22. The goal is to break ground the week of October 24th to get footings poured before frost. Hopefully the shell will be constructed before serious weather conditions set in, and then put on hold until April for the rest of the work to be completed to avoid additional costs incurred in winter months. Target date for final completion is 8/15/2023, or possibly earlier.

ADMINISTRATION

Shawn Petri,
Superintendent

Katie Fuelling,
Director of
Instructional Services

Natalie Davis,
Director of Career &
Technical Education

Jill Radosta,
Director of
Special Education

Somer Quinlan,
Executive Director
of R.O.O.C., Inc.

Jared Socia,
Director of Operations

Katie Keith,
Early Childhood
Supervisor

Grants:

I did apply for the EMC expansion grant for an additional \$50,000. I will also apply for another Grow Your Own grant for our teachers to continue their education as soon as the application is available.

I'm applying for the 61C equipment grant once again, which should be around \$576,923 this year as the \$7.5 million is divided between 13 ISD's. Up to 50% of this grant may be used for capital infrastructure as long as it coincides with high wage, high demand opportunities, so this could allow \$288,461 toward our construction project.

Other:

Office of Civil Rights Compliance: We have been selected for an audit through the Office of CTE/MDE, which unfortunately will impact RAPS as our host district. They will be inspecting the middle school and the high school to determine accessibility of the identified compliance officers and CTE instructional space. I will be coordinating this effort and working with Cathy Erickson and Joe Meadows to provide the necessary documentation in preparation for the site visit on October 3rd.

Our enrollment numbers are solid at 178 as of this morning, with a few changes/additions coming in from counselors. This continues to change at this time of year so it will level off soon. We've had a great start to the school year, and both staff and students are excited about our programs.

We are working with both Denton and Gerrish townships to provide EMT training to our Medical Occupations 2nd year students and also Fire Safety to EMT and Public Safety students. This will be the beginning of a strong partnership to continue to develop programming for kids.

Our new program additions in marketing and education are also a welcome addition to our team. Fran Jacobs and Kurt Nothstine are an asset to our CTE team as well as supporting our annually authorized CTE teachers.

Alex has really stepped into the position of administrative assistant and has come up with some creative ideas to enhance our student experience. One of those is a Student of the Month celebration so that students will be nominated by their teachers for their outstanding work and then recognized monthly with a certificate and treat.

I've been working with Kurt Loll and Kim Murphy to clean up our CTE accounts and ensure we can track expenses by program. Kurt and Kim have been incredible to work with and I'm so happy to be able to monitor our budget easier.

I am now on the CEPD Executive Council for CEPD directors throughout the state, and recently appointed as the CTE representative on the MASSP (MI Association of Secondary School Principals) Board. I'm very excited to represent COOR in this capacity.



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 Executive Director
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Jared Socia,
 Director of Operations

Katie Keith,
 Early Childhood
 Supervisor

To: Shawn Petri, Superintendent

From: Katie Keith

Date: September 2022

Subject: Early Childhood Update

Early Childhood:

We are doing some reconfiguring of staff and making changes within the Resource Center and Great Start Collaborative. The priority is to make all staff COOR full time employees with benefits. Although a large expense for the grant budgets, it is a necessity in retaining our high quality staff. We are currently developing the budgets and then we will create contracts for all staff who are converting before September 30. All Resource Center and Great Start Collaborative staff contracts will be brought to the October board meeting.

Great Start Collaborative:

We received our FY23 allocation and are happy to report that we received a small increase to our allocation (161,333).

Our Summer Reading in the Mail program has wrapped up for FY22. From that feedback we received, families enjoyed the books that were mailed out. Here are a few comments from our families:

“We love the book that was sent for June”

“My daughter was so excited to open mail in her name and to find a new book!”

Great Start Parent Coalition/Great Start COOR/IOSCO hosted the Car Seat Safety Check/ Early Childhood Education distribution at the Mid Michigan Chemistry for Health, Health and Wellness Fair. Six CPST attended the event that were trained at the CarSeat Tech Event that Great Start partnered with last October. GS partnered with Michigan State Police to have a signoff proxy available to continue the new Techs certifications. GS Lead Parent Michelle Miller was able to volunteer at the event. 11 car seats were checked and four new seats were given to families in need.

Great Start hosted a Car Seat Safety Check Station and Early Childhood Education Information Distribution at the Oscoda County Neighborhood Connect 2022.



Our first Little Library has been installed at Dewey Durant Park in Iosco County. We were able to purchase this with the use of 32p carryover dollars. We recently received a grant from the Northeastern Michigan Community Foundation, from the Iosco Foundation to support the purchase of books and additional libraries in the county.

Neighborhood Connect Crawford County was a huge success after two years off due to Covid!

Tammy and Chris were the Board Chairs for the Neighborhood Connect Crawford County 2022. We utilized a google form registration to minimize the paper/data collection. 24 Vendors and Eastern Michigan Food Bank partnered to make the event a huge success for 128 households and a total impact to 396 household members. Car Seat Safety Checks and a Early Child Information distribution were offered, SNAP benefit assistance, preschool opportunities, health care assistance as well as free diapers, wipes, household supplies, hygiene supplies and back to school backpacks. 2400 lbs of food was distributed with the assistance of Chirstain Help Center of Crawford County and funding from DHHS Crawford County. We also had NHS volunteers from Grayling High School.

Great Start Readiness Program:

Most classrooms will be up and running by September 16th. Although we maintain 21 classrooms, our enrollment is still low. As of today, we are down approximately 64 students with the majority of our openings in Roscommon County. We also have a large waitlist due to income restrictions and not being able to enroll more over income children. The enrollment has impacted our plan to hire a new ECS in October. We are putting this on hold to determine what our budget will be able to support.

Great Start to Quality:

We are excited that our 3rd CDA (Child Development Associates) Cohort is starting off strong with 7 participants. We did transfer from Mott Community College to Bay Mills Community College, their program is set up to support licensed child care providers.

MDE opened up another round of the stabilization grant for the licensed child care providers which was not anticipated, we are seeing less applying for these grants.



September 2022 ETA Report

Any Questions Please contact Josh Hayes, jhayes@k12eta.org

Tickets (ETA Wide):

- Current Open: 656
- Created this month: 2557

Trainings Provided:

- Interactive TV
- PowerSchool Calendar Setup
- PowerSchool User Group
- Cyber Security

Updates:

- The start of school has begun. As you can see our tickets created this month have jumped 450% with staff returning. We are still dealing with shipment issues so we still have devices that have not arrived and also still waiting on damaged devices to be replaced.
- We have taken on Crawford Ausable School District. They are not a full member, we are supporting all of their networks and administrative services. They keep two technicians on their staff and will evaluate at the end of the school year to see how to proceed.
- We have hired Cheyenne Zimmerman as part-time support (1-2 days a week). She has been an intern for us over the past two years. With the addition of Crawford Ausable, we are looking forward to the help.
- Josiah Bandstra (Onekama's technician) has taken a job in Nashville TN. His last day is September 9th. We have a staff member (Alex Wolkow) who wants to work in Onekama, which leaves Mesick open. We currently have a posting out and so far have two applications.
- All backups have been verified and tested. This month backup tests were run on Baldwin, COOR ISD, Mesick, Manistee ISD, West Shore ESD, and Wexford-Missaukee ISD. We also had to restore data at Manton after an accidental deletion.

- On August 31st we had an outage at Crawford Ausable Elementary. Someone took out Spectrum's fiber from the middle school. The outage lasted all day and was restored around 9:00 pm. We had a backup solution ready to go if the outage were to last any longer.



BOARD OF EDUCATION

To: Shawn Petri, Superintendent

Dr. James Mangutz, D.D.S.
 President

From: Katie Fuelling

Nancy Persing,
 Vice President

Date: September 8, 2022

Ian Faulkner,
 Treasurer

Subject: Instructional Services Update

Lyn Sperry,
 Secretary

Kara Mularz,
 Trustee

Jim Gendernalik,
 Trustee

Brie Molaison,
 Trustee

ADMINISTRATION

Shawn Petri,
 Superintendent

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31n Team

The team held its first COOR ISD-wide Trust-Based Relational Intervention (TBRI) training on August 23rd at Kirtland Community College. Just under 500 people, including community resource agencies, participated in the training! The outstanding lineup of presenters came to us with an extensive background in research, treatment, and multi-disciplinary interventions for children that come from hard places and have experienced significant trauma and loss. We were honored to welcome back **Samantha Farris**, Children’s Trauma Assessment Center (CTAC) clinician and TBRI training coordinator for Michigan and **Dr. Mark Sloane**, CTAC Medical Director. New to our lineup was **Dr. David Cross**, Co-founder of TBRI and Director of the Karyn Purvis Institute of Child Development (KPICD) at Texas Christian University; **Daren Jones**, Associate Director of Training and Consultation at KPICD/TCU and **Dr. Jim Henry**, Co-founder of Western Michigan University’s CTAC.

The TBRI project is part of a statewide initiative Mental Health in Schools, sponsored by Michigan Department of Education in collaboration with the Western Michigan University Children’s Trauma Assessment Center and the WMU Resiliency Center for Families & Children (www.wmich.edu/traumacenter).

Professional Learning Menu

The Department released our [Professional Learning Menu](#) for the upcoming school year this past week! The Department is excited to offer learning opportunities based on feedback from the [COOR Professional Needs Assessment](#). The results showed an interest in receiving professional development on trauma-informed practices such as TBRI and social-emotional learning. We will continue to gather feedback throughout the school year on our professional learning offering to continue to inform our decision making moving forward.

Back-to-School Professional Development

The Department is excited with the support for districts for their back-to-school professional development prior to the start of school. Team members facilitated professional learning in six of our seven districts. Topics ranged from Professional Learning Communities, True Success, Phonics, and Zones of Regulation.

R.O.O.C. Inc.

11018 North Cut Road, P.O. Box 827, Roscommon, MI 48653

www.rooc.org

MEMORANDUM

To: Shawn Petri
From: Somer Quinlan
Re: ROOC Update
Date: September 8, 2022

- Our CARF Accreditation Survey is scheduled for the end of this month on September 26th & 27th. The Survey includes a two day audit-like process reviewing all areas of operations within our organization. We received our last three year accreditation in October of 2019.
- ROOC is continuing with planning a Concert Series Fundraiser in Crawford County with the Ausable Valley Animal Shelter scheduled for October 8, 2022.
- We recently enjoyed a day at the movies at the Rialto Theater in Grayling. Special thank you to The Rialto for offering a 10am show so that our clients could attend.
- The 3rd Annual ROOC “Teddy Bear Run” truck convoy will be coming through our area on September 14th at 12:30pm. The truck convoy consists of big rig trucks escorted by Roscommon County Sheriff and Gerrish Township Fire Department. The convoy will travel through Roscommon, up to the top of Pioneer Hill and past ROOC, COOR ISD and Roscommon Elementary. It is a favorite of many clients and is fun to see and hear!





To: Shawn Petri, Superintendent

BOARD OF EDUCATION

From: Jill Radosta

Dr. James Mangutz, D.D.S.
President

Date: September 2022

Nancy Persing,
Vice President

Subject: Special Education Update

Ian Faulkner,
Treasurer

Action Items

Lyn Sperry,
Secretary

Fun First Therapy

Kara Mularz,
Trustee

The C.O.O.R. ISD will be contracting with Fun First Therapy to provide Speech and Language Services for Crawford for up to five days and Houghton Lake for up to 1.5 days.

Jim Gendernalik,
Trustee

Consent Items

Brie Molaison,
Trustee

Fun First Therapy

ADMINISTRATION

The C.O.O.R. ISD will be continuing our contract with Fun First Therapy to provide Speech and Language Services for Mio and Fairview.

Shawn Petri,
Superintendent

Michigan Rehabilitation Services (MRS)

Katie Fuelling,
Director of
Instructional Services

The C.O.O.R. ISD and MRS enter into an agreement each year to partner to enhance transition services and improve employment outcomes for transition students with disabilities. The amount we pay for our part of the agreement is \$42,075. This amount covers 27% of the total amount of the agreement.

Natalie Davis,
Director of Career &
Technical Education

Amber Akin - Early Interventionist for Early On

Jill Radosta,
Director of
Special Education

Amber Akin's contract begins October 1, 2022, and ends September 30, 2023. Amber is our Early Interventionist for Early On. She provides services for children ages birth through three who experience developmental delays. The services Amber provides are done in either the home of the family or in the community. Amber's contract reflects a 3% increase in her wage.

Somer Quinlan,
Executive Director
of R.O.O.C., Inc.

Jared Socia,
Director of Operations

Katie Keith,
Early Childhood
Supervisor

CEC

We are off and running at the CEC and ATC. The students returned to school on August 25th. Melisa Akers, the school principal, and the school staff put a lot of work into making this happen. We have 70 students attending our program. The new elementary classroom has been put together and Emily Gubancsik has decorated it beautifully. Tracy Hendershott's new severe cognitive impairment classroom also looks great. Melisa is continuing to hire new independence facilitators.

On August 22nd, 23rd, and 24th, the CEC and ATC staff participated in professional development. The events were the C.O.O.R. ISD opening day, Trust-Based Relational Intervention (TBRI), and school-based topics.

The outside of the building looks great. The playground has been cleaned up and over the summer our maintenance crew and hired landscapers worked on the gardens. The old bushes are gone and beautiful shrubs and flowers were planted. New signs for the outside of the building have been ordered and we are waiting for them to arrive. The special education van has a new C.O.O.R. ISD decal on it so everyone in the community can see it when we are driving around.

Special Education Finance

The Michigan Department of Education/ Office of Special Education has notified us that the C.O.O.R. ISD has successfully met the Maintenance of Effort (MOE) eligibility requirement. In a nutshell, MOE requires ISD and the school districts to be consistent in the amount of money spent on special education. Meaning we cannot spend less money on special education from one year to the next. There are exceptions but basically, this is what MOE is.

Respectfully submitted by

Jill Radosta, Director of Special Education

6. Public Participation

-The public may submit comments by 3:00

PM: <https://forms.gle/LoHQRUpns9MKTvef6>

-The public may call 989-275-9575 and leave a voicemail by 3:00 PM, OR

-The public may raise his/her hand during this session of the meeting.

-Individuals may speak for a maximum of 5 minutes.

-Groups may speak for a maximum of 15 minutes.

7. Consent Agenda

(A single member's request shall cause an item on the Consent Agenda to be relocated as an Action Item, eligible for discussion and vote that evening.)

A. Approve minutes of previous meeting - August 10, 2022

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C.O.O.R. ISD Board of Education
Meeting at Fairview Area Schools
Wednesday, August 10, 2022 6:00 PM
Special Location: Fairview Area Schools



Meeting Minutes

A regular meeting of the Board of Education (the “Board”) was held on Wednesday, August 10, 2022 at 1879 Miller Road in Fairview, MI. President Mangutz called the meeting to order at 6:01 P.M.

1. Call to order & Roll Call

Attendance Taken at 6:01 PM. **Present:** Jim Gendernalik, Dr. Jim Mangutz, Brie Molaison, Nancy Persing, **Absent:** Ian Faulkner, Kara Mularz, Lyn Sperry.

2. Opening Ceremonies

- Pledge of Allegiance

- Mission Statement, read by President Mangutz

C.O.O.R. ISD provides programs and services with our partners to support the current and emerging teaching and learning needs of our schools and communities.

3. Adopt the Agenda

Adopt the agenda as presented. This motion, made by Nancy Persing and seconded by Brie Molaison, Carried. (4-0, 3 absent)

4. Department Updates – The Board reviewed the updates in advance of the meeting.

-Career & Technical Education Department

-Early Childhood Department

-Instructional Services Department

-Special Education Department

-R.O.O.C., Inc.

-K12 ETA (Educational Technology Association)

5. Public Participation (none)

-The public may submit comments by 3:00 PM: <https://forms.gle/LoHQRUpns9MKTvef6>

-The public may call 989-275-9575 and leave a voicemail by 3:00 PM, OR

-The public may raise his/her hand during this session of the meeting.

-Individuals may speak for a maximum of 5 minutes.

-Groups may speak for a maximum of 15 minutes.

6. Consent Agenda

(A single member's request shall cause an item on the Consent Agenda to be relocated as an Action Item, eligible for discussion and vote that evening.)

Approve all items on the Consent Agenda. This motion, made by Brie Molaison and seconded by Jim Gendernalik, Carried (4-0, 3 absent)

Ian Faulkner: Absent, Kara Mularz: Absent, Lyn Sperry: Absent, Jim Gendernalik: Yes, Jim Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes

6.A. Approve minutes of previous meeting, July 13, 2022

6.B. Approval of Bills for July 2022 totaling \$1,033,781.39

6.C. Approve Revenue & Expenditure Reports for July 2022

6.D. Approve Recruitment & Retainment Funding from Northern Lakes Community Mental Health to R.O.O.C., Inc.

7. Action Items

7.A. Approve updated lease agreement with Roscommon Area Public Schools for the Career & Technical Education programs at Roscommon Middle School. This agreement does not replace the 2021-24 lease agreement. The board chose to remain in open session for this action item.

Two attorneys from Thrun Law Firm joined the meeting remotely to discuss the lease and answer questions. They stated that COOR ISD and RAPS can extend the current lease if the condo agreement is not agreed upon. The ISD is currently renting rooms, and the rental rate for those rooms is proposed to remain the same. Thrun modeled this lease as a condominium lease, which is often thought of as residential. The ISD will own its portion of the building it builds.

The attorneys reported that the RAPS board had a discussion on long-term maintenance of the parking lot and facilities. The agreement should be fair to both parties; for example, the ISD doesn't have to pay to repair the older roof of the current RAPS building. Exhibit B to the floorplan will define the common areas. Cleaning of the new areas needs to be agreed upon yet. Both parties would have a first right of refusal: if you ever want to sell it, the other party has the first chance to purchase it.

Motion: Approve updated lease agreement with Roscommon Area Public Schools for the Career & Technical Education programs at Roscommon Middle School. This motion, made by Brie Molaison and seconded by Nancy Persing, Carried. (4-0, 3 absent)

Ian Faulkner: Absent, Kara Mularz: Absent, Lyn Sperry: Absent, Jim Gendernalik: Yes, Jim Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes

7.B. Approve registration & overnight expenses for interested board members to attend the MASB Annual Leadership Conference on October 20-23 at the Grand Traverse Resort in Acme. *The Early bird registration fee \$369 (\$198 virtual) ends on September 2nd. Regular registration for general sessions is \$399 (\$216 virtual). Additional CBA classes are available on Thursday and Sunday at an additional cost per class.*

Approve registration & overnight expenses for interested board members to attend the MASB Annual Leadership Conference October 20-23 at the Grand Traverse Resort in Acme. This motion, made by Brie Molaison and seconded by Nancy Persing, Carried. Carried (4-0, 3 absent) Ian Faulkner: Absent, Kara Mularz: Absent, Lyn Sperry: Absent, Jim Gendernalik: Yes, Jim Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes

7.C. Approve registration and overnight expenses for Superintendent Petri to attend the MASA Fall Conference at the Grand Traverse Resort on September 20-22, 2022 approve expenses. This motion, made by Jim Mangutz DDS and seconded by Jim Gendernalik, Carried. Carried (4-0, 3 absent) Ian Faulkner: Absent, Kara Mularz: Absent, Lyn Sperry: Absent, Jim Gendernalik: Yes, Jim Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes

7.D. Approve hire of Christina Pudvan, Student Engagement Coach, from August 22, 2022 to and including August 21, 2023. This is another position funded by 31n funds.

Superintendent Petri stated that it was two and one-half years of research to find positions to fill general education mental health positions funded by 31n funding.

Katie Fuelling, Director of Instructional Services, is building capacity within the districts through coaching. This Student Engagement Coach position will coach local staff through the TBRI (Trust-Based Relational Intervention) process as developed by Dr. Sloan of the Karen Purvis Child Development Institute. Ms. Pudvan will work with district staff to implement the TBRI principles and coach them through implementation process. She will also partner with Kristin Eagle for Professional Development on TBRI and zones of regulation. This will help teachers approach challenging behaviors that disrupt classroom instruction with a whole-child approach.

The COOR ISD whole child wellness team is now complete as a team of six. Kristin Eagle, Behavior Health Coordinator, oversees trauma assessments and the follow up process for two school years. Schools partner with community resources. The Student Engagement Coach supports teachers and district coaches. Whole Child Specialists work in each of our local districts at the classroom level with tier one and tier two interventions -- individual therapy & group work.

On August 23rd, the ISD is hosting a TBRI training at Kirtland to train local district staff. COOR ISD has received some statewide recognition for implementing these trainings.

Katie Fuelling has begun gathering feedback data to continually inform their work and improve the supports.

Approve the hiring of Christina Pudvan, Student Engagement Coach. This motion, made by Brie Molaison and seconded by Jim Gendernalik, Carried. Carried (4-0, 3 absent) Ian Faulkner: Absent, Kara Mularz: Absent, Lyn Sperry: Absent, Jim Gendernalik: Yes, Jim Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes

8. Information Items

Superintendent Petri thanked Cameron Kalthoff, Elena Rothney, and Jeremy Lundy for their work to clear out old technology and properly inventory and distribute technology to ISD staff.

Superintendent Petri reported that Kurt Loll is moving forward as Director of Finance and Carrie Macko is doing well at HLCS. Alexis Ferguson is doing well learning the Payroll & Benefits Coordinator position. The Audit is scheduled for August 23-25. The pre-audit went very smoothly, the best Weinlander-Fitzhugh has experienced.

Recording Secretary Rebecca Socia reviewed social media posts for the month of July.

9. Superintendent's Report

Superintendent Petri thanked Mr. Gendernalik for stepping up as Interim Superintendent at Fairview Area Schools through January. School begins in about two weeks. Shawn thanked the board for allowing him to work with Fairview during the time of transition. He was able to learn more about Fairview's inner workings. Brad Banasik at MASB gave counsel that he may continue to serve as an ISD board member.

State budget update: There was an increase in student aid to \$9,150 per full-time student. Legislators are finalizing some financial incentives to subsidize student teachers and give money back to college students earning a teaching certificate. The state has a new grant for school infrastructure improvements. Our MSP safety grant is going well. The first quarterly report has been submitted. It will take a few months for all the upgrades to be completely installed.

On Monday, Aug 22nd, the COOR ISD All-staff Meeting will be held at the Northern Center in Houghton Lake. Brie Molaison and Nancy Persing expressed interest in attending.

There are currently about 500 staff members from across the ISD registered for the Tuesday, Aug 23rd TBRI training held at the Kirtland campus.

Superintendent Petri does not plan to run again for House of Representatives.

An excavator has been delivered in preparation of demolishing the white storage building on the ISD campus.

Superintendent Petri has been working on a new radio tower lease, which will be brought to the board in September. The ham radio group has made some changes, so we will adjust as well.

10. Communications

President Mangutz and Secretary Sperry attended the NMSLA dinner on August 3rd. It was a good way to learn about state-level politics. NMSLA was founded just before Proposal A. The group has continued to function as a voice for Northern Michigan. They are lobbying to eliminate the 9-month restriction on retirees before working for a school district again. The state did eliminate the restriction from 1/3 final average compensation to unrestricted.

MASB's 2022 Delegate Assembly will meet on Thursday, Oct. 20 at 7 p.m. in Acme. Delegates selected by boards of education across the state will decide MASB's positions on a wide variety of issues affecting education. All delegates must be certified by Friday, Sept. 23.

11. Public Participation- (none)

12. Adjournment

Adjourn the meeting. This motion, made by Brie Molaison and seconded by Jim Gendernalik, Carried. (4-0, 3absent). Time: 7:00 PM

Respectfully submitted,

A handwritten signature in cursive script that reads "Rebecca Socia".

Rebecca Socia,
Recording Secretary

Board Secretary or Board Trustee

B. Approval of Bills for August 2022
totaling \$2,514,389.74

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A/P Check Register

Printed: 09/07/2022 1:11:53PM
 COOR ISD
 Check Date: 8/1/2022 to 8/31/2022

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
4100	CONSUMERS ENERGY PAYMENT CENTER	323	08/01/2022	99929	2,414.74	0.00	2,414.74
6781	FRONTIER	323	08/01/2022	99930	67.88	0.00	67.88
15860	PURCHASE POWER	323	08/01/2022	99931	529.95	0.00	529.95
13220	MICHIGAN STATE DISBURSEMENT UNIT	93	08/05/2022	99932	116.09	0.00	116.09
141729	THOMAS MCDONALD	93	08/05/2022	99933	455.00	0.00	455.00
20310	UNITED WAY OF ROSCOMMON COUNTY	93	08/05/2022	99934	2.00	0.00	2.00
225	AFLAC	99	08/05/2022	99935	754.38	0.00	754.38
13220	MICHIGAN STATE DISBURSEMENT UNIT	93	08/19/2022	99936	116.09	0.00	116.09
141729	THOMAS MCDONALD	93	08/19/2022	99937	405.00	0.00	405.00
19978	TSA CONSULTING GROUP INC	93	08/19/2022	99938	1,670.00	0.00	1,670.00
20310	UNITED WAY OF ROSCOMMON COUNTY	93	08/19/2022	99939	2.00	0.00	2.00
8392	CHARLTON HESTON ACADEMY	324	08/18/2022	99940	243,232.00	0.00	243,232.00
4900	DEAN TRANSPORTATION	324	08/18/2022	99941	131.08	0.00	131.08
6110	FAIRVIEW AREA SCH DIST	324	08/18/2022	99942	47,010.94	0.00	47,010.94
7160	ROSCOMMON AREA PUBLIC SCHOOLS BUSINESS OFFICE	324	08/18/2022	99943	1,550.36	0.00	1,550.36
141726	BLUE CROSS BLUE SHIELD OF MI	99	08/19/2022	99944	2,156.24	0.00	2,156.24
2045	BLUE CROSS BLUE SHIELD OF MI	99	08/19/2022	99945	477.93	0.00	477.93
141888	NORTHERN FLOORING AND DESIGN CENTER	333	08/18/2022	99946	9,038.23	0.00	9,038.23
4440	CRAWFORD AUSABLE SD	334	08/18/2022	99947	181,965.44	0.00	181,965.44
141200	AMAZON CAPITAL SERVICES INC	335	08/19/2022	99948	9,857.11	0.00	9,857.11
141731	AMBER AKIN	335	08/19/2022	99949	405.00	0.00	405.00
551	AMERICAN RED CROSS TRAINING SERVICES	335	08/19/2022	99950	35.00	0.00	35.00
950	ASCD	335	08/19/2022	99951	82.93	0.00	82.93
141726	BLUE CROSS BLUE SHIELD OF MI	335	08/19/2022	99952	3,176.89	0.00	3,176.89
2045	BLUE CROSS BLUE SHIELD OF MI	335	08/19/2022	99953	81,369.93	0.00	81,369.93
2045	BLUE CROSS BLUE SHIELD OF MI	335	08/19/2022	99954	9,938.51	0.00	9,938.51
2750	CARF	335	08/19/2022	99955	6,480.00	0.00	6,480.00
2772	CDW GOVERNMENT INC	335	08/19/2022	99956	292.69	0.00	292.69
19631	CHRISTINA TAPPAN	335	08/19/2022	99957	183.38	0.00	183.38
4100	CONSUMERS ENERGY PAYMENT CENTER	335	08/19/2022	99958	98.15	0.00	98.15
16940	COUNTY OF ROSCOMMON COUNTY TREASURER	335	08/19/2022	99959	14.55	0.00	14.55
4490	CRAWFORD CO AVALANCH	335	08/19/2022	99960	67.08	0.00	67.08
4580	CRISIS PREVENTION INSTITUTE	335	08/19/2022	99961	1,624.00	0.00	1,624.00
4470	CRWFD CNTY TRANSP AUTH	335	08/19/2022	99962	988.00	0.00	988.00
141894	CULLIGAN WATER CONDITIONING	335	08/19/2022	99963	13.00	0.00	13.00
4900	DEAN TRANSPORTATION	335	08/19/2022	99964	17,758.68	0.00	17,758.68
5045	DELTA NETWORK SERVICES	335	08/19/2022	99965	2,172.67	0.00	2,172.67
11056	DESIREE LIPSKI	335	08/19/2022	99966	182.50	0.00	182.50
141580	DIGITAL AGE TECHNOLOGIES, INC	335	08/19/2022	99967	98.00	0.00	98.00
141732	DM BURR GROUP	335	08/19/2022	99968	7,559.00	0.00	7,559.00
8420	EAST HIGGINS LAKE TRUE VALUE	335	08/19/2022	99969	231.27	0.00	231.27
141703	ELENA ROTHNEY	335	08/19/2022	99970	70.00	0.00	70.00
6781	FRONTIER	335	08/19/2022	99971	462.06	0.00	462.06
141903	FUHRS GRAYLING CAR CARE CORPORATION	335	08/19/2022	99972	1,219.57	0.00	1,219.57
141697	FUN FIRST THERAPY	335	08/19/2022	99973	569.38	0.00	569.38
7552	GRAYLING COOPERATIVE PRESCHOOL, INC.	335	08/19/2022	99974	17,425.67	0.00	17,425.67

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COOR ISD

Check Date: 8/1/2022 to 8/31/2022

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
141883	HANNAH KOEHLER	335	08/19/2022	99975	37.32	0.00	37.32
8520	HOEKSTRA TRANSPORTATION INC	335	08/19/2022	99976	281.09	0.00	281.09
85960	HOLIDAY INN EXPRESS & SUITES	335	08/19/2022	99977	467.42	0.00	467.42
8791	HOUGHTON LAKE COMMUNITY SCHOOL	335	08/19/2022	99978	10,390.10	0.00	10,390.10
8800	HOUGHTON LK UNITED METHODIST CHURCH PRESCHOOL	335	08/19/2022	99979	26,660.46	0.00	26,660.46
9160	IMPACT OFFICE PRODUCTS	335	08/19/2022	99980	311.94	0.00	311.94
9025	JIM GENDERNALIK	335	08/19/2022	99981	52.50	0.00	52.50
9950	KAPLAN EARLY LEARNING COMPANY	335	08/19/2022	99982	7,017.95	0.00	7,017.95
141667	KAREN WALTON EBNIT	335	08/19/2022	99983	1,852.50	0.00	1,852.50
19892	KATHRYN TOONSTRA	335	08/19/2022	99984	23.75	0.00	23.75
141488	KATIE FUELLING	335	08/19/2022	99985	151.25	0.00	151.25
10020	KEENAN THERAPEUTICS PC	335	08/19/2022	99986	3,505.74	0.00	3,505.74
141429	KIMBERLY MURPHY	335	08/19/2022	99987	38.35	0.00	38.35
10690	LAKESHORE LEARNING MTL	335	08/19/2022	99988	6,201.55	0.00	6,201.55
11219	LOVING GUIDANCE LLC	335	08/19/2022	99989	4,243.50	0.00	4,243.50
141656	MARK A SLOANE DO PC	335	08/19/2022	99990	2,000.00	0.00	2,000.00
12510	MASA	335	08/19/2022	99991	450.00	0.00	450.00
19773	MAXIMUM SECURITY	335	08/19/2022	99992	482.88	0.00	482.88
141271	MICHIGAN CHAMBER SERVICES	335	08/19/2022	99993	213.50	0.00	213.50
141678	MIO MINI STORAGE	335	08/19/2022	99994	780.00	0.00	780.00
13160	MSBO	335	08/19/2022	99995	950.00	0.00	950.00
141340	MSPRA	335	08/19/2022	99996	125.00	0.00	125.00
15652	NANCY PERSING	335	08/19/2022	99997	77.50	0.00	77.50
141772	NATALIE DAVIS	335	08/19/2022	99998	150.25	0.00	150.25
141899	NATIONAL SCHOOL PUBLIC RELATIONS ASSOCIATION	335	08/19/2022	99999	295.00	0.00	295.00
141765	NORTHERN MICHIGAN EVENT BANQUET CENTER LLC	335	08/19/2022	100000	982.80	0.00	982.80
15078	ORKIN PEST	335	08/19/2022	100001	183.00	0.00	183.00
15149	OTSEGO COUNTY TREASURER	335	08/19/2022	100002	8.07	0.00	8.07
15730	PETTY CASH ROOC	335	08/19/2022	100003	83.24	0.00	83.24
16250	QUILL CORP	335	08/19/2022	100004	425.73	0.00	425.73
19081	ROBERT J GORDON DOFAA-INS PLLC	335	08/19/2022	100005	15.00	0.00	15.00
141900	SABRINA WILKS	335	08/19/2022	100006	246.07	0.00	246.07
4380	SAGE PUBLICATIONS INC	335	08/19/2022	100007	30.90	0.00	30.90
141649	STAPLES	335	08/19/2022	100008	371.82	0.00	371.82
18782	STATE OF MICHIGAN	335	08/19/2022	100009	833.77	0.00	833.77
1415	TAMMY BAUDOUX	335	08/19/2022	100010	142.50	0.00	142.50
20152	TAMMY TYLER	335	08/19/2022	100011	485.00	0.00	485.00
19800	THRUN LAW FIRM P.C.	335	08/19/2022	100012	2,775.00	0.00	2,775.00
141901	TIA BOYCE	335	08/19/2022	100013	138.00	0.00	138.00
20900	WALMART BUSINESS CARD	335	08/19/2022	100014	187.09	0.00	187.09
20970	WASTE MANAGEMENT OF MI	335	08/19/2022	100015	122.02	0.00	122.02
21110	WEINLANDER-FITZHUGH-	335	08/19/2022	100016	9,350.00	0.00	9,350.00
141468	WPS Publishing	335	08/19/2022	100017	753.06	0.00	753.06
21770	XEROX CORP	335	08/19/2022	100018	922.46	0.00	922.46
19892	KATHRYN TOONSTRA	336	08/22/2022	100019	32.50	0.00	32.50
7160	ROSCOMMON AREA PUBLIC SCHOOLS BUSINESS OFFICE	336	08/22/2022	100020	731.77	0.00	731.77
19800	THRUN LAW FIRM P.C.	336	08/22/2022	100021	974.00	0.00	974.00
21181	WEST BRANCH ROSE CITY SCHOOL DISTRICT	337	08/23/2022	100022	416,132.00	0.00	416,132.00
4440	CRAWFORD AUSABLE SD	338	08/24/2022	100023	1,878.63	0.00	1,878.63
9385	IOSCO RESA	338	08/24/2022	100024	10,825.00	0.00	10,825.00
225	AFLAC	99	08/26/2022	100025	508.36	0.00	508.36

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Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
8791	HOUGHTON LAKE COMMUNITY SCHOOL	339	08/26/2022	100026	152,461.00	0.00	152,461.00
21181	WEST BRANCH ROSE CITY SCHOOL DISTRICT	339	08/26/2022	100027	583,291.52	0.00	583,291.52
141724	FIDELITY SECURITY LIFE INSURANCE COMPANY	99	08/26/2022	100028	389.70	0.00	389.70
141214	KRISTIN LUBS-EAGLE	341	08/26/2022	100029	837.59	0.00	837.59
141619	ALLEGRA	340	08/26/2022	100030	927.15	0.00	927.15
141200	AMAZON CAPITAL SERVICES INC	340	08/26/2022	100031	5,449.32	0.00	5,449.32
950	ASCD	340	08/26/2022	100033	47.74	0.00	47.74
3020	BEECHWOOD COMMUNICATIONS	340	08/26/2022	100034	5,385.47	0.00	5,385.47
141905	CHRIS FUHR	340	08/26/2022	100035	93.75	0.00	93.75
4085	COMFORT INN & SUITES	340	08/26/2022	100036	135.45	0.00	135.45
141909	COMFORT INN BAY CITY-RIVERFRONT	340	08/26/2022	100037	343.35	0.00	343.35
4400	CRAF CENTER	340	08/26/2022	100038	2,100.00	0.00	2,100.00
4580	CRISIS PREVENTION INSTITUTE	340	08/26/2022	100039	150.00	0.00	150.00
4860	DATA IMAGE SYSTEMS INC	340	08/26/2022	100040	1,573.00	0.00	1,573.00
5277	DOUBLE TREE BY HILTON HOTEL	340	08/26/2022	100041	374.85	0.00	374.85
5385	DTE ENERGY	340	08/26/2022	100042	268.20	0.00	268.20
5812	EMERGENCY SERVICES OF HOUGHTON LAKE	340	08/26/2022	100043	262.86	0.00	262.86
141724	FIDELITY SECURITY LIFE INSURANCE COMPANY	340	08/26/2022	100044	553.59	0.00	553.59
141890	GREAT WOLF LODGE	340	08/26/2022	100045	413.16	0.00	413.16
141883	HANNAH KOEHLER	340	08/26/2022	100046	108.33	0.00	108.33
8520	HOEKSTRA TRANSPORTATION INC	340	08/26/2022	100047	108,920.00	0.00	108,920.00
8700	HOME DEPOT CREDIT SERVICES	340	08/26/2022	100048	1,983.09	0.00	1,983.09
8791	HOUGHTON LAKE COMMUNITY SCHOOL	340	08/26/2022	100049	134.00	0.00	134.00
9385	IOSCO RESA	340	08/26/2022	100050	104,680.54	0.00	104,680.54
141904	JAMES WOJEY	340	08/26/2022	100051	51.75	0.00	51.75
141506	JOSH MEYER	340	08/26/2022	100052	90.73	0.00	90.73
9950	KAPLAN EARLY LEARNING COMPANY	340	08/26/2022	100053	1,980.00	0.00	1,980.00
10030	KATIE KEITH	340	08/26/2022	100054	118.65	0.00	118.65
5155	LI'L WILLIES	340	08/26/2022	100055	115.00	0.00	115.00
8099	MARIE HARRIS	340	08/26/2022	100056	20.00	0.00	20.00
141908	PARKSHORE RESORT	340	08/26/2022	100057	329.98	0.00	329.98
141622	PRESIDIO NETWORKED SOLUTIONS GROUP LLC	340	08/26/2022	100058	546.60	0.00	546.60
7160	ROSCOMMON AREA PUBLIC SCHOOLS BUSINESS OFFICE	340	08/26/2022	100059	1,800.00	0.00	1,800.00
17030	ROSCOMMON COUNTY TRANSPORTATION AU	340	08/26/2022	100060	1,392.00	0.00	1,392.00
141906	T & P TREE SERVICE	340	08/26/2022	100061	950.00	0.00	950.00
141907	T & W LANDSCAPING INC	340	08/26/2022	100062	21,540.00	0.00	21,540.00
141884	TRUGREEN COMMERCIAL	340	08/26/2022	100063	220.00	0.00	220.00
20571	VERIZON WIRELESS	340	08/26/2022	100064	1,179.59	0.00	1,179.59
141596	WENDY SCHLOSS	340	08/26/2022	100065	86.63	0.00	86.63
21775	XPRESS COPY CENTER	340	08/26/2022	100066	1,380.00	0.00	1,380.00
8392	CHARLTON HESTON ACADEMY	342	08/29/2022	100067	145,878.82	0.00	145,878.82
141852	TODD L SEIDELL ARCHITECT LLC	342	08/29/2022	100068	2,250.00	0.00	2,250.00
141105	HEALTH EQUITY	94	08/05/2022	20170509	0.00	2,294.33	2,294.33
20245	US TREASURY	94	08/05/2022	20170509	0.00	33,829.09	33,829.09
141103	ORS	94	08/12/2022	20170510	0.00	55,165.46	55,165.46
141105	HEALTH EQUITY	94	08/19/2022	20170510	0.00	2,294.33	2,294.33
20245	US TREASURY	94	08/19/2022	20170510	0.00	32,585.52	32,585.52
141103	ORS	94	08/26/2022	20170510	0.00	54,831.45	54,831.45

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Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
141106	MICHIGAN DEPT OF TREASURY	94	08/31/2022	201705106	0.00	10,826.01	10,826.01
20245	US TREASURY	96	08/26/2022	201705106	0.00	1,382.43	1,382.43
Report Totals					<u>\$2,321,181.12</u>	<u>\$193,208.62</u>	<u>\$2,514,389.74</u>

C. Approve Revenue & Expenditure
Reports for August 2022

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COOR Intermediate School District				
Career Tech				
Statement of Revenue & Expenditures				
August 30, 2022				
Revenues	Current Budget	Month to Date 8/30/2022	Encumbered Amount	Year to Date 8/30/2022
Local Sources	20,000	-	-	-
State Sources	1,727,692	-	-	-
Federal Sources	169,596	-	-	-
Incoming Transfers	395,817	-	-	-
Total Revenues	2,313,105	-	-	-
Basic Program	215,325	2,618	11,478	26,443
Added Needs	-	-	-	-
Skilled Trades Initiative	163,910	963	55,260	56,223
Support Services - Pupil	176,646	-	-	-
Technology	10,702	-	-	-
General Administration	381,396	16,018	14,944	48,889
Business	1,850	-	-	3,548
Repairs & Maintenance	-	-	-	-
Building Improvements	1,000,000	-	5,000	5,000
Outgoing Transfers	252,678	-	-	-
Total Expenditures	2,202,507	19,598	86,682	140,103
Current Change in Fund Balance		(19,598)		(140,103)

* New equipment for new and existing programs was ordered.

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11:00 AM

COOR Intermediate School District				
General Fund				
Statement of Revenue & Expenditures				
August 30, 2022				
Revenues	Current Budget	Month to Date 8/30/2022	Encumbered Amount	Year to Date 8/30/2022
Local Sources	1,023,800	36,151	-	41,644
State Sources	4,013,090	-	-	-
Federal Sources	628,122	-	49,425	99,103
Incoming Transfers	444,436	-	-	-
Total Revenues	6,109,448	36,151	49,425	140,747
Added Needs	31,257	-	-	-
School Administrative	1,039,312	81,087	108,557	239,508
Support Services - Instruction	766,978	51,847	36,376	141,230
General Administration	613,232	75,130	37,716	196,142
Business	8,948	6	306	6,912
Operations & Maintenance	70,480	11,106	4,141	19,863
Central	335,756	10,114	8,691	147,604
31N Services	372,579	17,011	19,498	51,545
Outgoing Transfers	2,709,863	45,860	58,803	104,664
Total Expenditures	5,948,405	292,161	274,088	907,466
Current Change in Fund Balance		(256,010)		(766,719)

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COOR Intermediate School District				
ROOC Inc				
Statement of Revenue & Expenditures				
August 30, 2022				
Revenues	Current Budget	Month to Date 8/30/2022	Encumbered Amount	Year to Date 8/30/2022
Northern Lakes	800,000	37,839	-	37,839
DHHS	40,000			-
Production	44,000	191	613	1,550
State Aid	40,157	-		-
Private	-	-		-
Donations	35,000	-		-
Interest	400	-		-
Snack Shack	-	-		-
Miscellaneous	8,000	-		28,000
Transfer from ROOC Unemployment	-	-		-
Total Revenues	967,557	38,031	613	67,389
General Administration	247,691	14,915	6,790	57,356
Operations & Maintenance	58,694	9,064	3,024	15,092
Activity Services	359,512	41,854	18,943	87,368
Support Employment Service	59,676	18,475	2,021	37,319
Production	41,563	9,304	1,349	12,263
Spencers	26,983	1,671	1,621	4,680
Respite	18,772	971	568	2,008
Transportation	125,700	3,651	1,200	48,959
Communications/Technology	300	-	-	-
Public Relations	-	-	-	-
Business	1,589	-	-	-
Total Expenditures	940,480	99,904	35,516	265,045
Current Change in Fund Balance		(61,874)		(197,655)

9/9/2022
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COOR Intermediate School District				
Special Education				
Statement of Revenue & Expenditures				
August 31, 2022				
Revenues	Current Budget	Month to Date 8/31/2022	Encumbered Amount	Year to Date 8/31/2022
Local Sources	3,245,513	146,078	-	215,084
State Sources	1,995,741	-	-	-
Federal Sources	2,935,955	-	-	-
Incoming Transfers	691,612	-	-	-
Total Revenues	8,868,821	146,078	-	215,084
Instruction - Added Needs	2,308,866	76,833	44,544	221,539
Support Services - Pupil	2,074,477	42,307	59,618	147,606
Support Services - Instructional Staff	498,877	33,694	15,051	82,874
Support Services - General Administration	144,610	5,731	3,190	15,325
Support Services - School Administration	251,503	18,707	31,640	70,332
Support Services - Business	23,285	16	765	19,821
Operations & Maintenance	195,342	26,989	34,036	88,705
Pupil Transportation Services	834,445	32,750	18,499	67,763
Support Services - Central	162,400	11,493	6,263	29,548
Support Services - Other	1,589	160	-	670
Outgoing Transfers	2,422,205	834	-	834
Total Expenditures	8,917,599	249,513	213,606	745,016
Current Change in Fund Balance		(103,435)		(529,932)

9/9/2022
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D. Renew contract with Amber Akin, Early On Home Visitor, Oct 1, 2022 through Sept 30, 2023.

E. Approve an interagency cash transfer agreement with Michigan Rehabilitation Services for Oct 1, 2022- Sept 30, 2023 in the amount of \$155,833.

33

Agreement #: 158

MRS District & Site: Northern Michigan/Traverse City

INTERAGENCY CASH TRANSFER AGREEMENT

This Agreement is entered into between the designated State unit and the state or local public agency named below:
DESIGNATED STATE UNIT NAME: Michigan Rehabilitation Services (MRS)
STATE OR LOCAL PUBLIC AGENCY NAME: C.O.O.R. Intermediate School District
AGREEMENT TYPE: New: <input type="checkbox"/> Continuation: <input checked="" type="checkbox"/>
AGREEMENT BEGIN AND END DATE: 10/01/2022-09/30/2023
FISCAL YEAR APPROPRIATE TO THIS DOCUMENT: 2023
GRAND TOTAL OF THIS AGREEMENT: \$155,833
AGREEMENT TITLE: ISD COOR

This Interagency Cash Transfer Agreement (Agreement) is created and agreed to by MRS and the state or local public agency designated above (Parties) to enhance and improve the provision of vocational rehabilitation services to individuals who meet the following MRS eligibility criteria, as set forth in 34 CFR 361.42(a)(1):

- (i) A determination by qualified personnel (employed by the designated State unit) that the applicant has a physical or mental impairment.
- (ii) A determination by qualified personnel (employed by the designated State unit) that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant.
- (iii) A determination by a qualified vocational rehabilitation counselor employed by the designated State unit that the applicant requires vocational rehabilitation services to

prepare for, secure, retain, advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

- (iv) A presumption, in accordance with paragraph (a)(2) of this section, that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

The provision of vocational rehabilitation services through this Agreement must be consistent with the MRS 2020-2023 State Plan, including but not limited to implementation of an Order of Selection for Services (OSS) [34 CFR 361.36(d)(1)]. The requirements specified in the MRS State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the above referenced state or local public agency will provide non-Federal share as an allowable source of match as referenced in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200.

I. Description of the Program

A. Purpose of the Program

1. Purpose Statement

Since FY 1996, Michigan Rehabilitation Services (MRS) and COOR ISD have partnered to enhance transition services and improve employment outcomes for transition students with disabilities. This is accomplished through a cooperative effort by both parties to provide a variety of individualized transition services that are focused on preparing for, obtaining, and maintaining employment.

2. Target Population

The recipient of services shall be transition students referred to MRS by COOR ISD and/or the local schools.

Services will not be extended to or include non-MRS customers.

3. Target Geographic Area

The program service area includes the entire region covered by COOR ISD. This region includes the counties of Crawford, Oscoda, Ogemaw, and Roscommon.

4. Outcome Goals

Both parties agree that we anticipate serving between 100 customers and plan to close 25 or more to competitive employment

B. Scope of Vocational Rehabilitation Services to be Provided Under the Program

1. Description of Services

MRS may provide, arrange, or purchase vocational rehabilitation services necessary for determining eligibility, priority for service, and vocational rehabilitation needs.

MRS may provide, arrange or purchase those vocational rehabilitation services related to an Individualized Plan for Employment necessary to assist the individual in preparing for, securing, retaining, or regaining an employment outcome in an integrated setting that is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

MRS may provide or arrange for the provision of Pre-employment Transition Services in collaboration with the local educational agencies for all students with disabilities or potentially Eligible students. Activities include: Job Exploration Counseling, Work-based Learning Experiences, Counseling on opportunities for Post-secondary Educational programs, Workplace Readiness Training, and Instruction in Self-advocacy.

Additionally, the Parties have identified the following VR service(s) as integral to achieving the program outcome goals: NA

C. Role of Each Participating Agency in the Provision of Services

1. Role of MRS

Todd Miner, District Manager, will serve as the primary administrative contact for MRS.

To achieve the outcome goals for this program:

- a. MRS staff will be responsible for the following: informing the designated school staff person(s) as to the outcome of all referrals. The MRS rehabilitation counselor will be responsible for the determination of eligibility of all applicants. The MRS rehabilitation counselor will work with the designated local school staff to develop a transitional plan. The school IEP and MRS employment plans should be shared to enhance coordination and continuity of planning. MRS case records will document progress towards the established vocational goals.

- b.
- c. Applicable workflow processes include: Explained in Section C 1a above.
- d. Training is not anticipated
 Training will be provided in the following area(s): Training needs will be identified and provided for MRS staff as needed for continuous improvement.

2. Role of state or local public agency

Jill Radosta, Director of Special Education, will serve as the primary administrative contact for the state or local public agency.

To achieve the outcome goals for this program:

- a. State or local public agency staff will be responsible for the following: assisting in identifying potential program participants and making referrals to the MRS counselor assigned to the project. The school or ISD will provide all pertinent school records including psychological testing, grade transcripts and most recent IEP report. As noted above, the rehabilitation counselor will inform the school staff person as to the outcome of all referrals and they will work together to develop a transition plan for eligible customers.
- b. Applicable workflow processes include: Explained in Section C 1a above.
- c.
- d. Training is not anticipated
 Training will be provided in the following area(s): Training needs for the school staff will be identified on an as needed basis.

D. Quality Assurance Activities

1. Data Sharing & Reporting Plan

At a minimum, the Parties have agreed to exchange the following data set(s): MRS will provide COOR ISD with reports concerning the number of customers served, current participant count, year to date activity, and spending report by service category. COOR ISD will provide information on the customers served as it relates the current grade level and academic progress in the form of verbal and written reports.

The primary administrative contacts or their designees will complete this activity
 Monthly Quarterly Biannually Other: Annually at a minimum or on an as needed basis

2. Progress Monitoring

The primary administrative contacts or their designees agree to meet
 Monthly Quarterly Biannually Other: Annually at a minimum
or on an as needed basis to review progress toward outcome goals, resolve
issues, and ensure the continuity of all Agreement components

Progress measures are identified in sections I(A)(4) and/or I(D)(1).

3. Program Evaluation

At a minimum, the Parties agree to an annual review of the programs overall
impact and outcomes. The primary administrative contacts will complete this
activity.

Program evaluation success indicators and measures are identified in sections
I(A)(4) and/or I(D)(1). The Parties have agreed to the following additional
success indicators: NA

E. Share of Cost to be Assumed by Each Agency

Agency	Share Type	Share %	Amount
State or Local Public Agency	Non-Federal	27	\$42,075
MRS	Federal	73	\$113,758
Agreement Grand Total	Combined	100	\$155,833

II. Funding Qualifications

Non-Federal share provided under this Agreement will not originate from any other
Federal grant or count towards satisfying a matching or cost sharing requirement of
another Federal grant agreement, contract, or any other award of Federal funds. Program
income generated or earned as a result of this Agreement cannot count toward satisfying
a Federal match or cost sharing requirement.

Program expenditures under this Agreement will be under the control of MRS. All services
provided under this Agreement are only available to MRS applicants and eligible
individuals.

The entire non-Federal share will be obligated first during the fiscal year in which this
Agreement pertains. Any funds remaining after the date identified below may be
redirected to the statewide MRS general fund and spent at the discretion of MRS.

Date after which funds may be redirected: August 1, 2023

In the event Federal share is unavailable or unsecured, this Agreement would be deemed
null and void.

III. Payment Terms and Conditions

A. Terms of Payment

The state or local public agency agrees to make payment of the non-Federal share based on the schedule below.

This Agreement increases or expands the scope of VR services available to individuals with disabilities. A waiver has been granted by the Rehabilitation Services Administration authorizing this Agreement. Failure to meet non-Federal share obligations by the state or local public agency may result in termination of this Agreement and all associated services.

B. Payment Schedule

Multiple Payment Schedule

Payment Options	Due Date	Amount
First Payment	On or before December 31, 2022	\$21,038
Second Payment	On or before February 28, 2023	\$21,037
Total State or Local Public Agency Share:		\$42,075

IV. Audits and Records

The state or local public agency agrees:

- A. To retain all financial and accounting records related to this Agreement through the term of this Agreement and for four years after the latter of termination, expiration, or final payment under this Agreement or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.
- B. To assure state personnel, federal personnel, and personnel authorized by MRS shall have full access to the records during the time the state or local public agency is obligated to retain the records.
- C. At the request of MRS, to provide access to and furnish whatever information is deemed necessary by MRS in order to fully, accurately and timely assess satisfactory performance of the terms and conditions of this Agreement.
- D. At the request of MRS, to permit onsite visits by designated State of Michigan employees or agents to conduct audits or otherwise review books and records for any reason connected with the administration of this Agreement.

V. Dispute Resolution

In the event of a dispute between the Parties concerning the interpretation or implementation of this Agreement, or the provision of services funded under this Agreement, the Parties agree to attempt in good faith to informally resolve the disagreement. To initiate dispute resolution under this section, the state or local public agency shall provide MRS with a written summary of the complaint. The state or local public agency should include the following information in the letter of the complaint: name and address of the person MRS should contact regarding the complaint, identification of the specific provision of this Agreement or its attachment in dispute and all documentation in support of the position. The following summarizes the dispute resolution process:

A. Step One, Informal

The Parties will meet to discuss the nature of the dispute and to discuss appropriate solutions pertaining to this Agreement. This must occur within fifteen (15) business days, from the date of receipt of the complaint or such additional time as the Parties agree in writing.

B. Step Two, Formal

If the informal dispute resolution process is unsuccessful, the appropriate MRS District Manager, Division Director and the administrative head of the state or local public agency shall meet within fifteen (15) business days of the first meeting (or such additional time as the Parties agree in writing) to review the efforts at resolution and to continue working at resolving the dispute(s). The Parties shall use their best efforts to identify in writing all disputed issues, the respective party's proposed resolution and any agreed upon resolutions relative to the issues identified (Written Summary).

C. Step Three, Formal

If the dispute(s) cannot be resolved at Step Two, the Parties shall, within seven (7) days following the meeting in B (unless extended in writing by the Parties), above, provide the MRS Director with the Written Summary and meet with the MRS Director or his or her designee to discuss the complaint. The MRS Director or designee will provide the Parties with a final written resolution within thirty (30) days of this meeting. The action of the MRS Director or designee is final and binding on the Parties.

VI. Mutual Drafting

Both Parties contributed equally to the drafting and negotiation of this Agreement. As such, the Parties agree that, in the event of a dispute, the provisions of the Agreement shall not be strictly construed against any Party as the drafter of this Agreement. The Parties acknowledge that they have had the opportunity to have their respective attorneys review and approve this Agreement as to its form and effect.

VII. Renegotiation or Modification

To be effective, any modifications or amendments to this Agreement must be in writing and signed by the Parties.

VIII. Cancellation

MRS or the state or local public agency, with or without cause, may cancel this Agreement upon no less than thirty (30) days written notice. If this Agreement is terminated prior to the end of the fiscal year, the unobligated non-Federal share will be returned to the state or local public agency within 30 days of the effective termination date. To terminate, the written notification must be sent by certified mail with return receipt requested to all signatories prior to August 1st of the current fiscal year.

This Agreement will end on the later of the specified termination date or 30 days after receipt of request for termination.

IX. Governing Statutes

The Parties shall comply with all applicable federal laws and regulations in carrying out the terms of this Agreement, including but not limited to the following:

- A. Title VI of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.
- C. Americans with Disabilities Act of 1990, which, among other things, prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and in telecommunications.
- D. Title IX of the Education Amendments of 1972, as amended, which, among other things, prohibits discrimination on the basis of gender in education programs and activities receiving or benefiting from federal financial assistance.
- E. The Age Discrimination Act of 1975, as amended, which, among other things, prohibits discrimination on the basis of age in program or activities receiving or benefiting from federal financial assistance.
- F. The Omnibus Budget Reconciliation Act of 1981, which, among other things, prohibits discrimination on the basis of gender or religion in programs and activities receiving or benefiting from federal financial assistance.
- G. Federal: Other applicable regulations including but not limited to OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the federally approved MRS State Plan and the State Program Regulations at 34 CFR 361.

- H. Title VII of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination with respect to employment, compensation, and terms and conditions of employment on the basis of race, color, religion, gender, or national origin.

The Parties shall comply with all applicable state laws and rules in carrying out the terms of this Agreement, including but not limited to the following:

- A. Persons with Disabilities Civil Rights Act – Act 220 of 1976, defines the civil rights of persons with disabilities; prohibits discriminatory practices, policies, and customs in the exercise of those rights; prescribes penalties and to provide remedies.
- B. Elliot Larsen Civil Rights Act – Act 453 of 1976, defines civil rights; prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; to preserve the confidentiality of records regarding arrest, detention, or other disposition in which a conviction does not result; to prescribe the powers and duties of the civil rights commission and the Department of Civil Rights; provides remedies and penalties; provides for fees; and to repeal certain acts and parts of acts.
- C. All other applicable state or federal laws, regulations, rules or standards that prohibit discrimination on any basis.

X. Safeguarding Information

The Parties shall not use or disclose any confidential or personally identifying information concerning applicants or recipients of services under or incidental to this Agreement for any purpose except as permitted or authorized by law (34 CFR 361.38).

XI. Standard Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties as to the subject matter covered in this Agreement. If any terms or provisions of this Agreement are found illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and the illegal or unenforceable terms or provisions shall be stricken.

Neither Party shall be responsible for the costs or obligations of the other party in carrying out the terms of this Agreement.

Effective Date, Approval, and Execution

This agreement is effective on October 1, 2022.

MRS and the state or local public agency have obtained all necessary approvals to enter into this Agreement and have caused this Agreement to be signed by their respective authorized officers or representatives as set forth below:

Signatures	Titles
MRS Representative Signature	State or Local Public Agency Representative Signature
	
TODD MINER	JILL RADOSTA
Printed Name of Signatory (all capital letters)	Printed Name of Signatory (all capital letters)
District Manager	Director of Special Education
Title	Title
Date	<i>Sept 15, 2022</i>

MRS Local Address: 701 South Elmwood Avenue Suite 18 Traverse City, MI 49684	State or Local Public Agency Name and Address: COOR ISD P.O. Box 827 Roscommon, MI 48653
Leave blank	Name, Title, and Phone Number of State or Local Public Agency Representative: Jill Radosta Director of Special Education 989-275-9562
Leave blank	Federal Identification Number: 38-2122076

8. Action Items

A. Approve Board Policy updates as
supplied by Thrun Law Firm and
reviewed by the Policy Committee:
2401, 2406, 2501, 2501A, 5101, 5104,
5206, 5206A, 5206E, 5506, 5710, 5711

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Series 2000: Bylaws

2400 Board Membership and Duties

2401 Board Member Elections

Board members are elected by the District's electors at the District's regular election, which is held on the first Tuesday after the first Monday in November of even-numbered years.

The Michigan Election Law governs the District's election procedures.

The District's elections are conducted by the District's election coordinator, as that term is defined by the Michigan Election Law.

Legal authority: MCL 168.301; 168.641, 168.642c; MCL 380.615-.617

Date adopted: November 11, 2020

Date revised: September 14, 2022

Series 2000: Bylaws

2400 Board Membership and Duties

2406 Board Officers' Duties

To ensure proper District oversight, a Board officer must fulfill the requirements of the respective position.

A. President

1. Preside over all Board meetings and act as a decision-maker on procedural issues.
2. Coordinate with the Superintendent or designee to prepare Board meeting agendas.
3. Serve as the Board's spokesperson unless another person is designated by the Board.
4. Sign contracts, correspondence, and other documents on behalf of the District as authorized by the Board or required under the law.
5. If both the President and Vice President are absent from a Board meeting, the Board may appoint a Board member to serve as acting President.
6. Perform other duties as prescribed by law, Policy, or Board action.
7. Accept complaints and coordinate investigations into allegations of misconduct against other Board members or the Superintendent, including placing the Superintendent on non-disciplinary, paid administrative leave during the pendency of an investigation.
8. Contact legal counsel on the Board's behalf or authorize individual Board members to contact legal counsel.

B. Vice President

1. In the President's absence, preside over Board meetings and perform the President's other duties.
2. Perform other duties as prescribed by law, Policy, or Board action.

C. Secretary

1. Ensure that an accurate record of Board meetings is maintained and published in compliance with law.
2. Sign the Board meeting minutes, orders, resolutions, and other proceedings of the Board.

3. Draw and sign orders upon the Treasurer's approval for money to be disbursed by the Board.
4. Perform other duties as prescribed by law, Policy, or Board action.

The Secretary may delegate duties to an assistant to the Secretary to the extent allowed by law.

In the Secretary's absence, the Vice President will serve as acting Secretary or, in the alternative, the Board may appoint a Board member to serve as acting Secretary.

D. Treasurer

1. Serve as the custodian and maintain accounting for District monies, credits, and property.
2. Sign checks and other Board-authorized documents.
3. Perform other duties as prescribed by law, Policy, or Board action.

The Treasurer may delegate duties to the person acting as the District's business official or to an assistant to the Treasurer to the extent allowed by law.

In the Treasurer's absence, the Vice President will serve as acting Treasurer or, in the alternative, the Board may appoint a Board member to serve as acting Treasurer.

E. Succession

1. Board office holders will promptly transfer authority to their respective successor in office, including access to District accounts, investments, files, and public records.
2. Board office holders will promptly deliver District property, including logs, ledgers, money, reports, files, books, equipment, and public records, to the Board officer's successor in office.
3. The transfer of District property will promptly occur at a location and time agreed upon by the Board officer and the Board officer's successor in office or at a location and time otherwise determined by the Board.

Legal authority: MCL 380.601a, 380.613, 380.614, 380.622-.625, 380.627, 380.628, 380.684, 380.701, 380.702, 380.902, 380.1535a, 380.1539b, 380.1613, 380.1728; MCL 389.52, 389.62; MCL 600.6094

Date adopted: November 11, 2020

Date revised: September 14, 2022

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501 Meetings

Board meetings must be conducted in accordance with the Open Meetings Act.

A. Notice

1. The Board must publicly post its regular meeting schedule within 10 calendar days after the Board's first meeting in each calendar or fiscal year. The notice must include the dates, times, and places of the regular meetings. If the regular meeting schedule is changed, the Board must publicly post the revised regular meeting schedule within 3 calendar days after the Board meeting at which the change was made.
2. Special meeting and rescheduled regular meeting notices must be posted at least 18 hours in advance of a special or rescheduled regular meeting.
3. Regular, rescheduled regular, and special meeting notices must be posted at the Board's principal offices. The notice, or a prominent and conspicuous link to the notice, also must be posted on the District website's homepage as required by the Open Meetings Act, if the District's website is updated at least monthly with meeting agendas or minutes.
4. Meeting notices must contain:
 - a. the name, address, and telephone number of the Board;
 - b. the time, date, and place of the meeting;
 - c. a statement where official minutes are stored and available for inspection; and
 - d. a disability accessibility notice.
5. Emergency meetings may be held without complying with the above-described notice requirements where a severe and imminent threat to the health and safety of the public exists. The Board will provide notice of an emergency meeting in compliance with the Open Meetings Act.
6. Public hearing notices must contain a description of the purpose(s) for which the public hearing will be conducted to the extent required by law.
7. The notice for an electronic Board meeting must comply with Policy 2501A.

B. Quorum

1. A quorum of the Board means a majority of the Board members elected or appointed to and serving on the Board, unless different quorum and voting rules are otherwise provided by law.
2. All deliberations of a quorum of the Board must take place at a meeting that is open to the public, unless closed session deliberations are permitted by law.
3. All decisions made by the Board constituting a quorum of its members must take place at a meeting that is open to the public, except as otherwise provided by the Open Meetings Act.

C. Meeting Types

1. The Board will hold its regular meetings at the dates, times, and locations specified in the District's annual notice published pursuant to the Open Meetings Act. If the notice is amended, then meetings will be held according to the amended notice.
2. Special, rescheduled regular, or emergency meetings may be called by the President, the Superintendent, or two Board members. Notice of such meetings will be provided in accordance with the Open Meetings Act.
3. The Board may, in compliance with the Open Meetings Act, hold work sessions and retreats to provide Board members and administrators with the opportunity to plan, research, and engage in discussion.
4. The Board may meet as a committee of the whole. See Policy 2505(C).

D. Closed Session

1. The Board may meet and deliberate in closed session for 1 or more purposes authorized by the Open Meetings Act.
2. Depending on the closed session purpose(s), the Open Meetings Act may require a 2/3 roll call vote for the Board to meet in closed session. A vote to enter closed session must be made in open session.
3. Closed session meeting minutes must be kept confidential. See Section G, below.
4. All discussions in closed session are limited to the purpose(s) identified in the motion calling the closed session.
5. Board members must keep matters discussed and documents received confidential unless otherwise authorized by the Board or law.
6. The Board will determine the non-member attendees for a closed session unless attendance is required by Policy or law.

7. No decisions will be made during a closed session.

E. Meeting Cancellation

The President or designee may cancel a Board meeting if the President or designee determines that a quorum of the Board will not be present for the meeting, there is no business for the Board to conduct at the meeting, or it would be unreasonable or dangerous for Board members or the public to attend the meeting (e.g., inclement weather). The President or designee will ensure that a District staff member posts notice of the cancellation on the District's website on the same day as the cancellation. If necessary, a cancelled meeting will be rescheduled.

F. Electronic Board Meetings and Remote Participation

Electronic Board meetings may be held, and a Board member may participate in a Board meeting remotely, as authorized by Policy 2501A.

G. Minutes

The Board will keep minutes of each Board meeting.

1. The Secretary will record and maintain meeting minutes.
2. The Secretary, or an acting Secretary in the absence of the Secretary, will sign meeting minutes.
3. Meeting minutes must comply with the Open Meetings Act.
 - a. Open session meeting minutes
 - i. Minutes for a meeting open to the public will include at least the following information:
 - A) the meeting date, time, and location;
 - B) the Board members present for or otherwise participating in the meeting;
 - C) the Board members absent from the meeting;
 - D) Board decisions;
 - E) the purpose(s) for which any closed session meeting was held and the specific Open Meetings Act provision(s) that permitted the closed session;
 - F) any roll call votes conducted by the Board; and
 - G) corrections, if any.

- ii. The Board must make proposed open session meeting minutes available for public inspection within 8 business days after the applicable Board meeting.
 - iii. The Board must make approved open session meeting minutes available for public inspection within 5 business days after the meeting at which the Board approved the minutes.
- b. Closed session meeting minutes
- i. Closed session meeting minutes must be prepared and maintained separately from open session meeting minutes.
 - ii. Closed session meeting minutes will not be made available to, or be disclosed to, the public, except as required by court order.
 - iii. Closed session meeting minutes may be destroyed by the District 1 year and 1 calendar day after the approval of the minutes of the regular meeting at which the closed session minutes were approved, or any time thereafter.
 - iv. Closed session meeting minutes must include at least the following information:
 - A) the meeting date, time, and, location;
 - B) the Board members present for or otherwise participating in the meeting;
 - C) the Board members absent from the meeting; and
 - D) the purpose(s) for which the closed session meeting was held and the specific provision(s) of the Open Meetings Act that permitted the closed session.
- c. Open session Board meeting minutes may be published on the District's website.

H. Accommodating Board Members and Other Individuals with Disabilities

Any Board member or other individual with a disability who requires reasonable accommodations to participate in, or attend, a Board meeting must contact the Superintendent's office in advance of the meeting to request an accommodation.

Legal authority: MCL 15.263, 15.263a, 15.267, 15.269; MCL 380.1201

Date adopted: August 11, 2021

Date revised: September 14, 2022

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501A *Electronic Board of Education Meetings*

The Board may hold electronic meetings, and Board members and the public may participate remotely, only as permitted by this Policy, the Open Meetings Act, and other applicable law.

A. Definitions

The definitions in this section apply only to this Policy. All other words found in this Policy, unless specifically defined, are given their plain meaning.

1. “Two-Way Communication” means telephone, video, or other means of conferencing that allows Board members to hear and be heard by both the public and other Board members, and allows the public to hear and be heard by other members of the public and the Board members during public comment. Real-time typed public comments that may be read to or shared with Board members and the public is a sufficient form of two-way communication for purposes of public participation during an electronic Board meeting.

B. Permissible Reasons for Wholly Electronic Board Meetings

The Board may hold a meeting wholly electronically, with every Board member and the public participating remotely, if every Board member simultaneously satisfies one or more of the conditions identified in Section C of this Policy.

C. Permissible Reasons for Individual Board Member Remote Participation

A Board member who is not physically present at an in-person Board meeting due to military duty, a “disability” within the meaning of the ADA, or other reason permitted by Michigan law may be counted toward a quorum, deliberate, and vote. To qualify, members absent due to military duty must follow the procedures listed in Section D, below. Unless otherwise provided, any Board member who is not absent due to a qualifying exception must be physically present at the meeting to participate.

D. Procedures to Accommodate Board Member Remote Participation

The Board institutes the following procedures to ensure that a Board member who is not physically present at an in-person Board meeting may be counted toward a quorum, deliberate, and vote at a Board meeting.

1. The Board and the remote Board member will ensure there is Two-Way Communication during the meeting;
2. The remote Board member must provide notice to the Recording Secretary at least 24 hours before the meeting; and

3. The Superintendent or designee will ensure that public notice of the remote Board member's physical absence and information on how to contact the remote Board member is provided sufficiently in advance of the Board meeting so that a member of the public may provide input on or ask questions about any business that will come before the Board at the meeting.

E. Procedures to Ensure Public Participation at Electronic Meetings

If the Board convenes a wholly electronic meeting or any Board member participates remotely, the public will also be provided the opportunity to attend the public meeting remotely.

The Board will not require the public to register or otherwise provide their names or other information as a condition of attending a Board meeting, whether in-person or remotely. The Board may require the public to submit information, consistent with public participation rules, to participate in the public comment portion of a meeting.

F. Electronic Board Meeting Notice Requirements

The Superintendent or designee will post notice of an electronic Board meeting at least 18 hours before the meeting. If the Board will be convening in a physical location with one or more Board members attending remotely pursuant to Section C, the notice must include both the physical and virtual locations of the meeting.

If the District has an internet presence that includes monthly or more frequent updates of public meeting agendas or minutes, the notice must be included on a portion of the District's website that is fully accessible to the public, either on the District's homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic meetings that is accessible through a prominent and conspicuous link on the District website's homepage. The link must clearly describe its purpose for public notice of non-regularly scheduled or electronic meetings.

The notice must clearly explain:

1. Why the Board is holding an electronic meeting;
2. How the public may participate remotely. If a telephone number, internet address, virtual meeting address, or other information is needed to participate, that information must be specifically provided;
3. How the public may contact Board members to provide input on or ask questions about business that will come before the Board at the meeting;
4. Which Board members will be participating remotely and information about how the public may contact those Board members in advance of the meeting to provide input on or ask questions about any business that will come before the Board at the meeting; and

5. How persons with disabilities may participate in the meeting.

G. Electronic Board Meeting Agenda Requirements

The Superintendent or designee must post the electronic meeting's agenda to the District's website, if an agenda exists. The agenda must be posted at least two hours before the electronic meeting begins. The Board may amend the agenda at the meeting.

Legal authority: MCL 15.263, 15.263a.

Date adopted: August 11, 2021

Date revised: September 14, 2022

Series 5000: Students, Curriculum, and Academic Matters

5100 Student Rights

5101 Student Expression

The District will balance student speech and expression rights with its responsibility to provide a safe, orderly learning environment.

Students may not engage in speech or expressive conduct that would materially and substantially interfere with or disrupt school operations, including school activities and educational programming. An actual disruption is not required before school officials may regulate student speech or impose discipline if they can reasonably forecast a substantial and material disruption or interference with school operations.

Students may be disciplined for speech or expressive conduct that: is materially and substantially disruptive or that school officials can reasonably forecast will create a substantial disruption; is obscene, sexually explicit, indecent, or lewd; promotes the use of or advertises illegal substances; incites violence; contains “fighting words” or constitutes a true threat of violence; involves a student walkout; urges a violation of law, Board Policy, or rule; or is not constitutionally protected. Administrators will evaluate student speech on a case-by-case basis, including the location, context, and nexus to the school, before imposing discipline.

Student activism is subject to the above standards.

As used in this Policy, “fighting words” are words that tend to provoke a violent response amounting to a breach of the peace.

Legal authority: U.S. CONST. amend. I; Const 1963, art I, § 5; *Tinker v Des Moines Indep Community Sch Dist*, 393 US 503 (1969)

Date adopted: November 11, 2020

Date revised: September 14, 2022

Series 5000: Students, Curriculum, and Academic Matters

5100 Student Rights

5104 Age of Majority

State law recognizes students are adults at age 18 or when otherwise legally emancipated. Except as noted below, all Board Policies, applicable codes of conduct, and any other applicable rules or behavioral expectations apply to all students regardless of age.

Unless inconsistent with a court order, students who are 18 years or older or legally emancipated may:

- A. have the same rights as their parents/guardians as they relate to access to or control of their student records;
- B. represent themselves during disciplinary conferences;
- C. request a personal curriculum;
- D. have other rights or privileges as determined by the Superintendent or designee;
- E. sign themselves in and out of school;
- F. provide reason(s) for their absences and tardies;

Eligible students who wish to assert these rights must notify the building principal in writing. Otherwise, sections B-F above will not apply. The building principal or designee may notify an eligible student's parent/guardian that the eligible student has exercised the rights listed under this Policy.

Legal authority: MCL 380.1278b; MCL 722.4, 722.52

Date adopted: November 11, 2020

Date revised: September 14, 2022

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206 Student Discipline

A. Student Discipline - Generally

The Board is committed to providing students and staff with a safe learning environment free from substantial disruption. Consistent with this commitment, the District may discipline students who engage in misconduct, up to and including suspension or expulsion from school.

The District will take steps to effectively discipline students in a manner that minimizes out-of-school suspensions and expulsions. The District will comply with applicable laws related to student discipline, including the consideration of specific factors and possible use of restorative practices.

B. Applicability

This Policy applies to student conduct that occurs:

1. on District property;
2. at a school-sponsored or school-related event;
3. on a school bus or vehicle;
4. while traveling to or from school, including at a bus stop; and
5. at any other time or place if the conduct has a nexus to the school, substantially disrupts the school environment, or as permitted by law.

C. Student Code of Conduct

The Superintendent or designee will develop, regularly update, and annually publish a student code of conduct in all student handbooks. The student code of conduct must:

1. identify offenses that may result in discipline;
2. identify possible disciplinary consequences for each offense, which may, if appropriate, include suspension or expulsion;
3. be consistent with applicable state and federal laws and Board Policies; and
4. include a copy of Policy 5206E entitled "Suspension from Class, Subject, or Activity by Teacher."

D. Definitions

For purposes of this Policy:

1. “suspend” or “suspension” means a disciplinary removal from school for less than 60 school days;
2. “expel” or “expulsion” means a disciplinary removal from school for 60 or more school days;
3. “restorative practices” means practices that emphasize repairing the harm to the victim and the school community caused by a student’s misconduct; and
4. “Mandatory 7 Factors” means the following:
 - a. the student’s age;
 - b. the student’s disciplinary history;
 - c. whether the student has a disability;
 - d. the seriousness of the behavior;
 - e. whether the behavior posed a safety risk;
 - f. whether restorative practices are a better option; and
 - g. whether lesser interventions would address the behavior.

E. Restorative Practices

Before suspending or expelling a student (except a student who possesses a firearm in a weapon-free school zone), teachers, administrators, and the Board must first determine whether restorative practices would better address the student’s misconduct, recognizing the Board’s objective of minimizing out-of-school suspensions and expulsions. Likewise, teachers, administrators, and the Board must consider whether restorative practices should be used in addition to the suspension or expulsion. Restorative practices, which may include a victim-offender conference, should be the first consideration to remediate offenses such as interpersonal conflicts, bullying, verbal and physical conflicts, theft, damage to property, class disruption, harassment, and cyberbullying.

All victim-offender conferences must be conducted consistent with state and federal law and Policies. No student who claims to be the victim of unlawful harassment may be compelled to meet with the alleged perpetrator of the harassment as part of a restorative practice.

F. Discretionary Suspension or Expulsion

Under Michigan law, a suspension of 10 or fewer school days is presumed to be reasonable. A suspension of more than 10 school days or an expulsion is, in most circumstances, presumed not to be justified. Before imposing a suspension or an expulsion, administrators or the Board must consider the Mandatory 7 Factors.

1. Building Administrators - 10 or fewer days

The Board delegates to all building administrators the authority to suspend a student for up to 10 school days consistent with the student code of conduct.

A building administrator may also suspend a student for up to 10 school days pending further investigation and possible further disciplinary consequences, including a longer-term suspension or expulsion.

Before exercising this authority, the building administrator must consider the Mandatory 7 Factors.

Additionally, before suspending a student for any length of time, the building administrator must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

2. Superintendent - Less than 60 school days

The Board delegates to the Superintendent the authority to suspend a student for less than 60 school days consistent with the student code of conduct. Before exercising this authority, the Superintendent must consider the Mandatory 7 Factors.

Any time the Superintendent finds that a suspension of more than 10 school days is warranted, the Superintendent must base the rationale on the Mandatory 7 Factors and explain the rationale in writing.

Additionally, before suspending a student for any length of time, the Superintendent must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

3. Board - Suspension or Expulsion

The Board may suspend or expel a student for an offense consistent with the student code of conduct.

Before exercising this authority, the Board must consider the Mandatory 7 Factors.

Any time the Board finds that a suspension of more than 10 school days or expulsion is warranted, the Board must base the rationale on the Mandatory 7 Factors and explain the rationale in writing.

Before exercising this authority, the Board must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

G. Criminal Sexual Conduct – Discretionary Suspension or Expulsion

If a student commits criminal sexual conduct, as defined in Revised School Code Section 1311, against another student enrolled in the District and expulsion is not mandatory under Policy 5206 H.3, the District may suspend or expel the student even if the student has not been criminally charged, subject to consideration of the Mandatory 7 Factors.

Before exercising this authority, the District must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

H. Mandatory Suspension or Expulsion

Building principals and other administrators must refer all incidents that may result in a mandatory suspension or expulsion to the Superintendent or designee for transmission to the Board. As explained below, the Board recognizes that in some circumstances it may choose not to suspend or expel a student. Nothing in this section may be construed as limiting the Board's discretion to suspend or expel a student for any offense that the student code of conduct identifies as possibly resulting in suspension or expulsion.

1. Possession of a Dangerous Weapon

a. Possession of a Firearm

If a student possesses a firearm in a weapon-free school zone, the Board will permanently expel the student unless the student demonstrates, in a clear and convincing manner, at least one of the following:

- the student was not possessing the firearm to use as a weapon or to deliver, either directly or indirectly, to another person to use as a weapon;
- the student did not knowingly possess the firearm;
- the student did not know or have reason to know that the firearm constituted a "dangerous weapon"; or
- the student possessed the firearm at the suggestion, request, or direction of, or with the express permission of, school or police authorities.

If a student demonstrates one of the above circumstances in a clear and convincing manner and the student has not been previously suspended or expelled from school, the Board will not expel the student unless the Board finds that, based on the circumstances, expulsion is warranted.

b. Possession of a Dangerous Weapon (Other than a Firearm)

If a student possesses a dangerous weapon (other than a firearm) in a weapon-free school zone, the Board will consider whether to permanently

expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Board is not required to expel a student for possession of a dangerous weapon (other than a firearm) if the student demonstrates, in a clear and convincing manner, at least one of the following:

- the student was not possessing the instrument or object to use as a weapon or to deliver, either directly or indirectly, to another person to use as a weapon;
- the student did not knowingly possess the weapon;
- the student did not know or have reason to know that the instrument or object constituted a “dangerous weapon”; or
- the student possessed the weapon at the suggestion, request, or direction of, or with the express permission of, school or police authorities.

If a student demonstrates one of the above circumstances in a clear and convincing manner and the student has not been previously suspended or expelled from school, the Board will not expel the student unless the Board finds that, based on the circumstances, expulsion is warranted.

c. Applicable Definitions for Dangerous Weapon Offense

“Weapon-free school zone” means school property and a vehicle used by a school to transport students to or from school property.

“School property” means a building, playing field, or property used for school purposes to impart instruction to children or used for functions and events sponsored by a school, except a building used primarily for adult education or college extension courses.

“Dangerous weapon” means a firearm, dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles.

“Firearm” means (i) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (ii) the frame or receiver of any such weapon; (iii) any firearm muffler or firearm silencer; or (iv) any destructive device. “Firearm” does not include an antique firearm, as defined by 18 USC § 921.

“Destructive device” means (i) any explosive, incendiary, or poison gas (including a bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or similar device); (ii) any type of weapon (other than a shotgun or a shotgun shell that the Attorney General finds is

generally recognized as particularly suitable for sporting purposes) by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter; and (iii) any combination of parts either designed or intended for use in converting any device into a destructive device and from which a destructive device may be readily assembled.

d. Additional Procedures for Dangerous Weapon Expulsion

The Superintendent or designee must ensure that if a student is expelled for possession of a dangerous weapon, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for possession of a dangerous weapon to the county department of social services or the county community mental health agency and notify the student's parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion. The Superintendent or designee must also make a referral to local law enforcement and contact the student's parent/guardian immediately any time a student is found to have brought a dangerous weapon to school or possessed a dangerous weapon at school, at a school related activity, or in a school vehicle. If a District official confiscates a dangerous weapon, the District official will give the dangerous weapon to law enforcement and will not release the dangerous weapon to any other person, including the legal owner.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for possession of a dangerous weapon may not enroll in the District.

2. Arson

If a student commits arson as defined in Revised School Code Section 1311, in a school building or on school grounds, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for committing arson, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for committing arson to the county department of social services or the county community mental health agency and notify the student's parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for committing arson may not enroll in the District.

3. Criminal Sexual Conduct

If a student commits criminal sexual conduct as defined in Revised School Code Section 1311, in a school building or on school grounds, or pleads to, is convicted of, or is adjudicated for criminal sexual conduct against another student enrolled in the District, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for committing criminal sexual conduct, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for committing criminal sexual conduct to the county department of social services or the county community mental health agency and notify the student's parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for committing criminal sexual conduct may not enroll in the District.

4. Physical Assault

a. Physical Assault Against Employee, Volunteer, or Contractor

If a student in grade 6 or above commits a physical assault at school against an employee, volunteer, or contractor and the victim reports the physical assault to the Board or to a school administrator or, if the victim is unable to report the assault, another person makes the report on the victim's behalf, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for physically assaulting an employee, volunteer, or contractor, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for physically assaulting an employee, volunteer, or contractor to the county department of social services or the county community mental health agency and notify the student's parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311a(5), a student expelled by another district or public school academy for physically assaulting an employee, volunteer, or contractor may not enroll in the District.

b. Physical Assault Against Another Student

If a student in grade 6 or above commits a physical assault at school against another student and the physical assault is reported to the Board or to an administrator, the District will consider whether to suspend or expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

A resident student in grade 6 or above who is currently expelled by another district or public school academy for committing a physical assault against another student may request to enroll in the District. The Superintendent or designee will consider the request along with any information the Superintendent or designee determines relevant. The Superintendent or designee may either grant or deny the request. The Superintendent's decision is final.

c. Applicable Definitions for Physical Assault Against Student

- i. "Physical assault" means intentionally causing or attempting to cause physical harm to another through force or violence.
- ii. "At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises.

5. Bomb Threat or Similar Threat

If a student in grade 6 or above makes a bomb threat or similar threat directed at a school building, other District property, or at a school-related event, the District will consider whether to suspend or expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

A resident student in grade 6 or above who is currently expelled by another district or public school academy for making a bomb threat or similar threat may request to enroll in the District. The Superintendent or designee will consider the request along with any information the Superintendent or designee determines relevant. The Superintendent or designee may either grant or deny the request. The Superintendent's decision is final.

I. Statewide School Safety Information Policy (SSSIP) & Law Enforcement Reporting

The Superintendent or designee must notify law enforcement when required by the SSSIP and make all other reports and provide all other notifications required by the SSSIP or any state or federal law. Nothing in this Policy limits the ability of a school administrator to contact law enforcement at any other time.

J. Educational Programming During Suspension or Expulsion

Except as otherwise required by law or as provided in this Policy, a student who has been suspended or expelled may not be on school property, attend classes or other school functions, or participate in extracurricular activities during the

student's suspension or expulsion without written permission from the Superintendent or designee. District personnel may assist students who have been suspended or expelled to explore alternative means, as allowed by law, to earn credit and to complete coursework during the period of the student's suspension or expulsion.

Legal authority: 18 USC 921; 20 USC 1401 et seq., 7151; 29 USC 705, 794-794b; MCL 380.1308-1310, 380.1310a, 380.1310c, 380.1310d, 380.1311, 380.1311a, 380.1312, 380.1313

Date adopted: August 11, 2021

Date revised: September 14, 2022

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206A Student Discipline - Due Process

The District will provide students due process to the extent required by state and federal law before a student is suspended or expelled. All District administrators must respect student due process rights.

If a District administrator determines that an emergency exists that requires the immediate removal of a student from school, the administrator may contact the student's parent/guardian or local law enforcement or take other measures to have the student safely removed from school. The administrator must, as soon as practicable thereafter, follow the procedures outlined in this Policy.

A. Building Administrator – 10 or Fewer School Days

Before suspending a student for 10 or fewer school days, an administrator must: (1) provide the student verbal notice of the offense the student is suspected to have committed, and (2) provide the student an informal opportunity to explain what happened. Except in emergency circumstances, an administrator will not suspend the student unless, after providing the student notice and an opportunity to explain, the administrator is reasonably certain that the student committed a violation of the student code of conduct and that suspension is the appropriate consequence.

B. Superintendent or Designee – 59 or Fewer School Days

Before suspending a student for more than 10 school days but less than 60 school days, the Superintendent or designee must provide the parent/guardian or student with: (1) written notice of the offense the student is suspected to have committed; (2) an explanation of the evidence relied upon by the District in arriving at the conclusion that disciplinary action may be warranted; and (3) an opportunity for a hearing at which the student may present evidence and witnesses to show that the student did not commit the alleged offense or that suspension is not an appropriate consequence. The Superintendent or designee will provide the parent/guardian or student at least 3 calendar days' notice before the hearing. The parent/guardian and student may be represented, at their cost, by an attorney or another adult advocate at the hearing. The Superintendent or designee will not suspend the student unless, following the hearing, he or she is convinced by a preponderance of the evidence that the student committed a violation of the student code of conduct and that suspension is the appropriate consequence. A parent/guardian or student may appeal the Superintendent's or designee's decision to the Board. The appeal must be submitted to the Board within 3 calendar days of the decision. The Board will hear the appeal at its next regularly scheduled meeting. The Board's decision is final. The student's suspension will run while the appeal is pending.

C. Board Suspension or Expulsion

Before the Board suspends or expels a student, the Superintendent or designee must provide the parent/guardian or student with: (1) written notice of the offense the student is suspected to have committed; (2) an explanation of the evidence relied upon by the District in arriving at the conclusion that disciplinary action may be warranted; and (3) an opportunity for a Board hearing at which the student may present evidence and witnesses to show that the student did not commit the suspected offense or that suspension or expulsion is not an appropriate consequence. The Superintendent or designee will provide the parent/guardian or student at least 3 calendar days' notice before the hearing. The parent/guardian and student may be represented, at their cost, by an attorney or another adult advocate at the hearing. The Board will not suspend or expel the student unless, following the hearing, a majority of the Board finds by a preponderance of the evidence that the student committed misconduct that should result in suspension or expulsion under either the student code of conduct or this Policy and that suspension or expulsion is the appropriate consequence. The Board's decision is final.

Legal authority: *Goss v Lopez*, 419 US 565 (1975)

Date adopted: Sept 14, 2022

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206E Student Discipline - Suspension from Class, Subject, or Activity by Teacher

A teacher may suspend a student from any class, subject, or activity for up to one full school day if the teacher has good reason to believe that the student:

- A. intentionally disrupted the class, subject, or activity;
- B. jeopardized the health or safety of any of the other participants in the class, subject, or activity; or
- C. was insubordinate during the class, subject, or activity.

Any teacher who suspends a student from a class, subject, or activity must immediately report the suspension and its reason to the building principal or designee. If a student is suspended from a class, subject, or activity, but will otherwise remain at school, the building principal or designee must ensure that the student is appropriately supervised during the suspension and, if the student is a student with a disability, that all procedures applicable to students with disabilities are followed.

Any teacher who suspends a student from a class, subject, or activity must, as soon as possible following the suspension, request that the student's parent/guardian attend a parent-/guardian-teacher conference to discuss the suspension. The building principal or designee must attend the conference if either the teacher or the parent/guardian requests the building principal's attendance. The building principal or designee must make reasonable efforts to invite a school counselor, school psychologist, or school social worker to attend the conference.

Legal authority: MCL 380.1309

Date adopted: September 14, 2022

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5500 School Sponsored and Extracurricular Activities

5506 *Field Trips*

Field trips should generally be conducted during the school day.

A. General Conditions

All field trips must be pre-approved by the building principal or designee. Out-of-state and overnight trips require pre-approval from the Board or its designee. Field trips should be primarily academic in nature and related to the curriculum. The Superintendent or building principal(s) will develop procedures for approval of trips and communicate those procedures to instructional staff.

B. Parent/guardian Permission

Each student must submit a completed permission form signed by the student's parent/guardian before being allowed to attend a field trip.

C. Supervision

Teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. All chaperones must be at least age 21. A chaperone is prohibited from drinking alcoholic beverages or using non-prescribed controlled substances at any time during the field trip. A chaperone must adhere to all District and building volunteer requirements, including Policy 3105.

The District may deny or terminate a chaperone assignment for any reason that is not unlawful.

The District will not prohibit an eligible student from participating in a field trip solely because the student's parent/guardian does not chaperone.

D. Student Conduct

A student's failure to comply with Board Policy, the student code of conduct, and any other applicable rules or behavioral expectations while on a field trip may result in disciplinary action and removal or exclusion from the trip.

Date adopted: November 11, 2020

Date revised: September 14, 2022

eries 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5710 *Student Suicide Prevention*

Employees, volunteers, and contractors must immediately notify the building principal or designee if a student is exhibiting signs of unusual depression, expressing suicidal thoughts, or threatening or attempting suicide or self-harm.

The District will convene a crisis response team to investigate and develop an intervention plan for the student, if necessary.

A member of the crisis response team will immediately notify the student's parent/guardian if the student threatens or attempts suicide.

District personnel who suspect that a student may have a disability under Section 504 of the Rehabilitation Act or the Individuals with Disabilities Education Act must immediately refer the student for an evaluation.

The District will print the number of a national, state, or local suicide prevention hotline that can be accessed at any time on student identification cards for students in grades 6-12.

Legal authority: MCL 380.1171, 380.1893

Date adopted: August 11, 2021

Date revised: September 14, 2022

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5711 Toilet Training

Except when toilet training is part of the instructional program, students are expected to be fully toilet trained before the first day of school, unless otherwise specifically addressed in the student's IEP or Section 504 Plan.

The student's parent/guardian is responsible for ensuring that the student is toilet trained. The parent/guardian is also responsible for providing clean clothes for a student who may have toileting accidents.

No student will be punished or humiliated for soiling or wetting clothing or not using the toilet.

The building principal or designee should consider whether repeated toileting accidents are related to a disability.

Except when toilet training is part of the instructional program, staff will not assist a student with toileting unless directed to do so by the student's IEP or Section 504 Plan.

Date adopted: November 11, 2020

Date revised: September 14, 2022

B. Approve Trisha Ziegler as the new Board
Trustee for the Alternative Educational
Academy of Ogemaw County, to replace Ben Doan,
through June 30, 2024.

C. Terminate current radio tower
lease agreement and approve approve
a new radio tower lease agreement
through June 30, 2023 with
the Roscommon Amateur Radio
Emergency Services Association

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To Messrs. Stringham, Bassett, and Seraphinoff:

As you know, you entered into a Lease Agreement with C.O.O.R. ISD, dated June 22, 2021, for the lease of certain property and tower space ("Lease"). The Parties hereby terminate the Lease upon mutual written agreement in accordance with Paragraph 2.2 thereof, as evidenced by each of the signatures below.

C.O.O.R. ISD

VANCE STRINGAM

By: _____
Shawn Petri

Dated: _____

Its: Superintendent of Schools
Dated: _____

EDWARD BASSETT,

Dated: _____

DANIEL SERAPHINOFF,

Dated: _____



LEASE AGREEMENT

This Lease Agreement ("Lease"), dated September 14, 2022, is between C.O.O.R. Intermediate School District, a Michigan intermediate school district, organized and operating pursuant to the Revised School Code, MCL 380.1 et seq., as amended, whose address is 11051 N. Cut Road, Roscommon, Michigan 48653 ("Lessor"), and Vance Stringham, Daniel Seraphinoff, and Vanessa Varner, in their individual capacities, but collectively known as the Roscommon Amateur Radio Emergency Services Association, whose addresses are listed below (collectively referred to herein as the "Lessee"), for the lease of real property as more particularly described herein. Lessor and Lessee are each a "Party" and sometimes collectively referred to herein as "the Parties".

Vance Stringham,
Co-Director Roscommon Amateur Radio Emergency Services Association
9455 N. Roscommon Rd.
Roscommon, MI 48653
(231) 342-0882

Daniel Seraphinoff,
Co-Director Roscommon Amateur Radio Emergency Services Association
2576 Reshaw Dr.
Troy, MI 48085
(248) 709-4530

Vanessa Varner,
Roscommon County Emergency Manager
500 Lake Street
Roscommon, MI 48653

WHEREAS, Lessor owns certain property at 11018 N. Cut Road, Roscommon, in Roscommon County, commonly known as the COOR Educational Center;

WHEREAS, Lessor's improvements at the COOR Educational Center including a building and a tower used for student transportation communication and other educational purposes;

WHEREAS, Lessee is an amateur radio group having FCC Registration No. 0002-8400-31, who provide Emergency Communications; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease from Lessee, a portion of the COOR Educational Center and space on the tower, defined below as the "Leased Property," in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. PROPERTY LEASED. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, for the term and upon the terms and conditions set forth in this Lease, a portion of the COOR Educational Center more particularly described in Attachment A hereto and a portion of the Lessor's tower on the COOR Educational Center grounds more particularly described in Attachment B hereto, which areas are collectively referred to herein as the "Leased Property".

2. TERM AND TERMINATION.

2.1 The Term shall commence on the Effective Date and shall terminate on June 30, 2023. The Term shall automatically extend for successive one-year periods unless one Party provides notice of termination to the other Party in writing on or before May 31 of the current one-year term.

2.2 The Lease may be terminated (i) upon the Parties' mutual written agreement, (ii) upon written notice of termination in accordance with Paragraph 2.1, above, or (iii) upon written notice from Lessor to Lessee (a) following Lessee's failure to cure a breach of this Lease within fifteen (15) days of receiving notice of same, (b) if Lessor has determined that selling the Leased Property is in its best interests, or (c) if Lessor has determined that Lessee's use of the Leased Property violates law or detrimentally impacts Lessor's perception in the community.

3. CONSIDERATION. Lessee shall pay to Lessor, on the Effective Date, and on June 30 of each year thereafter for any renewal term, a rental amount of One Hundred and 00/100 Dollars (\$100.00). As additional consideration, upon Lessor's reasonable request and at no additional cost to Lessor, Lessee will provide consulting to the Lessor (including Lessor's technology department), as well as training and job shadowing opportunities for students of Lessor or its constituents either within an approved educational course or curriculum or who desire to explore associated learning opportunities or careers. The Parties acknowledge and agree that the exchanged consideration represents a good faith and reasonable value-for-value transaction.

4. CONDITION AND ACCEPTANCE OF PROPERTY. Lessee accepts the Leased Property in its present condition on the Effective Date and taking possession by Lessee shall be conclusive evidence that, at such time, the Leased Property was in satisfactory or acceptable condition. Lessor has made no representations as to the condition of the Leased Property, or its appropriateness for Lessee's intended use thereof, and Lessee takes the Leased Property "as is, where is, and with all faults."

5. IMPROVEMENTS.

5.1 Lessee may not make alterations, additions, or improvements to the Leased Property ("Improvements"), without Lessor's prior written consent. The specific type, location, size, and appearance of any Improvements shall be determined by Lessee but shall be subject to the reasonable prior approval of Lessor. The cost of all Improvements shall be the sole responsibility of Lessee, shall be of good standard and workmanship, and shall comply with all applicable laws. It is expressly understood that any permanent improvements made to the Leased Property shall be owned by Lessor.

5.2 Without limiting the breadth or applicability of Paragraph 5.1, it is anticipated Lessee will use that portion of the Leased Premises described in Attachment A for storage of equipment. Lessee may construct a storage shed for such purposes, subject to the restrictions identified in this Paragraph 5 and in Paragraph 6. It is anticipated that Lessee will use that portion of the Leased Property described in Attachment B to place wireless communication equipment on the tower for Lessee's permitted use, subject to the restrictions identified in this Paragraph 5 and in Paragraph 6.

6. USE OF PROPERTY AND IMPROVEMENTS.

6.1 The Leased Property and Improvements may be used and operated during the term of this Lease only by Lessee and only for a Radio Repeater Site and for no other purpose without Lessor's prior written consent. Lessor shall have the right to immediately terminate this Lease, without penalty, upon any use of the Leased Property.

6.2 Lessee may only access that portion of the Leased Property described in Attachment A (i) through COOR Educational Center, (ii) during normal business hours, and (iii) after contacting Jared Socia, Director of Operations, or the COOR Educational Center office and Principal to schedule access. Lessee may only access that portion of the Leased Property described in Attachment B (i) with qualified, certified, and safe installers and maintenance technicians, (ii) during normal business hours, (iii) after contacting Jared Socia, Director of Operations, or the COOR Educational Center office and Principal to schedule access, and (iv) in compliance with all applicable laws.

6.3 Lessee shall not undertake, permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about the Leased Property which causes or is likely to cause injury or damage to any person or to the Leased Property or Improvements, or in any way unreasonably impairs the value of same. Lessee shall be solely responsible for its operations but shall reasonably cooperate with Lessor to avoid interference with Lessor's normal operations. Without limiting the breadth of the foregoing, Lessee shall not use the Leased Property or Improvements in any manner that unreasonably interferes with the rights of any existing users of the COOR Educational Center or the tower thereon. Lessee shall immediately remedy any such interference upon receiving notice of same, and Lessee's failure to do so shall be cause for immediate termination by Lessor.

6.4 Lessee shall not permit hazardous substances to be located at the Leased Property, or to be generated, treated, stored, disposed of or otherwise deposited at the Leased Property, except with the prior written approval of Lessor or as may be reasonably needed for ordinary maintenance and operation of the Leased Property and Improvements.

6.5 Lessee shall be responsible for any damage or injury occurring at the Leased Property during the Term of this Lease, whether caused by Lessee or its agents or visitors, unless and to the extent such injury is solely caused by the gross negligence of Lessor.

6.6 Upon termination of this Lease, and unless otherwise agreed by Lessor in writing, Lessee shall promptly remove any Improvements, or any other property and equipment installed or located at the Leased Property.

7. CLEANING, MAINTENANCE, AND REPAIRS.

7.1 Lessor shall be generally responsible for major repairs and maintenance to the COOR Educational Center, including the tower thereon. Notwithstanding the foregoing (i) major repairs or maintenance at the COOR Educational Center improperly caused by Lessee shall be the sole responsibility of Lessee, (ii) regular and periodic maintenance, repair, and cleaning of the Leased Property and Improvements shall be the sole responsibility of Lessee, (iii) Lessee shall at all times keep the Leased Property and Improvements clean and free from rubbish and excessive clutter, and (iv) Lessee shall surrender the Leased Property at the end of this Lease in the same condition as when received, or as it may be improved during the Term, reasonable wear and tear excepted.

7.2 Lessor shall be responsible to maintain the Leased Property's landscaping, lawns, sidewalks, and parking areas reasonably consistent with its other similar properties, including mowing, weeding, cleaning, and snow and ice removal. Notwithstanding the foregoing, Lessee acknowledges and agrees that Lessor shall not have an obligation to perform such maintenance, including snow and ice removal, on those days when Lessor is not engaged in normal operations (for example, when closed for inclement weather), and Lessee accepts full responsibility for same.

8. COMPLIANCE WITH LAW. Lessee shall promptly comply with all applicable laws, rules, regulations, and policies of all municipal, county, state and federal authorities affecting the Leased Property or Improvements, including but not limited to Lessor's Board policies and any required governmental approvals related to its desired use of same.

9. INSURANCE.

9.1 Lessee shall obtain and maintain throughout the Initial Term or any Renewal Term of this Lease insurances reasonably acceptable to Lessor, including but not limited to public liability insurance of not less than \$2,000,000 aggregate. Lessor shall be named an additional insured on all applicable policies. Lessee's insurance shall be primary and not contributory. Lessee shall not reduce or eliminate coverage without first providing Lessor at least sixty (60) days' prior written notice. Lessee shall provide Lessor a certificate of insurance evidencing required coverages on or before the Effective Date of this Lease and each year thereafter.

9.2 Lessee shall indemnify and hold the Lessor harmless from any claims, damages, fees or liability of any kind or degree related to Lessee's use or control of the Leased Property or Improvements.

10. LIENS. Lessee shall have no power to do any act or make any contract that may create or be the foundation for any lien upon the Leased Property. If any lien shall be placed or attempted against the Leased Property, Lessee shall immediately cause the lien to be cancelled and discharged at Lessee's cost. Nothing in this Lease shall be construed to subject the Leased Property to the Michigan Construction Lien Law or any similar statute, and Lessee agrees to defend, indemnify, and hold harmless Lessor from any claims relating to such liens.

11. TAXES AND SPECIAL ASSESSMENTS. The Parties acknowledge that Lessor is a tax-exempt entity and, accordingly, that Lessee shall pay any taxes and special assessments, if any, imposed by federal, state, local or other governmental authority having jurisdiction over the COOR

Educational Center in any manner related to or caused by Lessee's use or control of the Leased Property.

12. ASSIGNMENT AND SUBLEASE. Lessee shall not be authorized to assign, sublease, transfer, or mortgage this Lease in whole or in part, and any attempt to do so shall be void. Violation of this clause constitutes a material breach and shall permit Lessor to immediately reenter and repossess the Leased Property and to recover any fees, compensation, or other benefit received by Lessee for another's use of the Leased Property.

13. NO WAIVER. The failure of either Party to enforce any covenant or condition of this Lease shall not be deemed a waiver of that covenant or condition or of the right of either Party to enforce any other covenant or condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving Party.

14. NOTICES. All notices, bills, and statements shall be in writing, and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Lessee at Lessee's address or to Lessor at Lessor's address. Either Party may change its address for such notices by giving written notice of those changes to the other Party.

15. ENTIRE AGREEMENT. This Lease contains and fully integrates the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the Parties. If any term or provision of this Lease or its application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law, unless removal of any such term materially changes the basic intent of this Lease.

16. CONDITIONS PRECEDENT. This Lease shall not be effective or enforceable until Lessor's Board of Education approves this Lease.

17. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, including facsimile transmissions, each of which shall be deemed an original.

18. NONDISCRIMINATION. Lessee agrees not to discriminate against any user of the Leased Property or Improvements, or any 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, due to race, color, religion, sex, national origin, pregnancy, age, height, weight, disability, marital status or veteran status. Breach of covenants recited in this paragraph shall be regarded as a material breach of this Lease.

19. EFFECTIVE DATE. The Effective Date of this Lease shall be date upon which the last of the Parties signs below (next page).

C.O.O.R. ISD,

By: _____

Its: Superintendent _____

Dated: _____

LESSEE,

Dated: _____

Dated: _____

Dated: _____

ATTACHMENT "A"

Description of storage facility location:

(See figure A and B) This structure is located within the COOR Educational Center courtyard. This structure, as purchased and constructed by the Roscommon Amateur Radio Emergency Services Association, will be used to house the radio repeater and other essential equipment for their operation.



Figure A
Figure B

ATTACHMENT “B”

Description of tower attachment:

(See **figure C**) The attached photo is the radio tower located at the COOR Educational Center.

This tower is for the purpose of a radio repeater for COOR Educational Center bus transportation. For purposes of this agreement, the Roscommon Amateur Radio Emergency Services Association will be using this tower for transmitting and receiving signals as described in the lease.



Figure C

D. Approve an agreement
with Integrity Construction
Services, LLC and a budget estimate
for the Career Tech Center building
project in the amount of \$2,236,077

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9/1/2022/2022

Roscommon Middle School COOR Addition

CSI	Item Description	Quan	Unit	Labor	Material	Subs	Equipment	Other	Total
1000	General Conditions								
1020	Dumpster	6	each					4,500	4,500
1020	Misc. Expenses	1	lsum					5,000	5,000
1020	Temporary Protection	1	lsum					2,500	2,500
1020	Temporary barriers/Controls	1	lsum					2,500	2,500
1020	Project Sign	1	lsum					750	750
1020	Temporary Utilities - by Owner		lsum						
1020	Printing of Plans/Project Manuals	1	lsum					750	750
1020	Construction Staking	1	lsum					2,500	2,500
1020	Snow Removal - by Owner		lsum						
1516	Temporary Toilet	9	mnth					1,350	1,350
1700	Building Permit	1	lsum					6,500	6,500
1700	Testing and Inspections	1	lsum					5,000	5,000
1700	Final Clean-Up	1	lsum					3,000	3,000
	General Conditions Total							34,350	34,350
2000	Sitework								
2050	Demo Siding/Windows/Gable	1	lsum			10,000			10,000
2200	Sitework	1	lsum			78,700			78,700
2250	Gravel Base under Asphalt	6,000	sqft			12,000			12,000
2500	Asphalt Paving	1	lsum			23,500			23,500
	Sitework Total					124,200			124,200
3000	Concrete								
3300	Building Concrete	1	lsum			116,000			116,000
3300	Exterior Concrete	1	lsum			9,000			9,000
	Concrete Total					125,000			125,000
4000	Masonry								
4200	Masonry	1	lsum			333,661			333,661
	Masonry Total					333,661			333,661
5000	Steel								
5100	Bollards	16	lsum			8,000			8,000
5500	Metal Railings - Guard Rails	68	lnft			6,800			6,800
	Steel Total					14,800			14,800
6000	Wood & Plastics								
6100	Trusses/Sheathing/Siding/Fascia	1	lsum			222,685			222,685
6200	Cabinetry & Countertops	1	lsum			1,800			1,800
	Wood & Plastics Total					224,485			224,485

Integrity Construction Services, LLC

9/1/2022/2022

Roscommon Middle School COOR Addition

CSI	Item Description	Quan	Unit	Labor	Material	Subs	Equipment	Other	Total
7000	Thermal & Moisture Protection								
7200	Thermal & Acoustic Insulation	1	Isum			25,200			25,200
7300	Asphalt Shingle Roofing	1	Isum			67,179			67,179
7900	Caulking & Dampproofing	1	Isum			20,000			20,000
	Thermal & Moisture Protection Total					112,379			112,379
8000	Doors & Windows								
8200	Doors/Frames/Hardware/Acc	1	Isum			24,500			24,500
8300	Overhead Doors 14' x 14'	1	Isum			72,000			72,000
8400	Alumin Entrances & Glazing	1	Isum			20,000			20,000
8400	Aluminum fixed windows	1	Isum			13,940			13,940
	Doors & Windows Total					130,440			130,440
9000	Finishes								
9100	Temporary Wall / exit	1	Isum			5,000			5,000
9250	Framing/Gypboard/SAT Ceilings	1	Isum			60,792			60,792
9650	Carpet tile at Offices	844	sqft			5,064			5,064
9650	Rubber Base	1,200	Inft			2,400			2,400
9650	Floor Tile	64	sqft			640			640
9700	Concrete Floor Polishing	8,520	sqft			42,600			42,600
9900	Painting - Masonry	13,632	Isum			40,896			40,896
9900	Painting - Drywall	9,295	sqft			18,590			18,590
	Finishes Total					175,982			175,982
15000	Mechanical								
15400	Plumbing & HVAC	1	Isum			245,280			245,280
	Mechanical Total					245,280			245,280
16000	Electrical								
16050	Electrical	1	Isum			217,500			217,500
16050	Electrical Service Allowance	1	Isum			30,000			30,000
	Electrical Total					247,500			247,500

9/1/2022/2022

Roscommon Middle School COOR Addition

Percent	Amount	Category	Hours	Job Cost Phase
		Labor		
		Material		
98.06 %	1,733,727	Subcontractor		
		Equipment		
1.94 %	34,350	Other		
		User		
	1,768,077	Net Costs		
14.14 %	250,000	Contingency		
	20,000	CM Pre-Construction Fee		
	198,000	CM Fee		
9,500 sqft	2,236,077	Total Estimate	\$235/sqft	

AIA[®] Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the sixth day of September in the year two thousand twenty-two
(*In words, indicate day, month, and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address, and other information*)

COOR ISD
11051 N. Cut Road
Roscommon, MI 48653

and the Architect:
(*Name, legal status, address, and other information*)

Todd L. Seidell Architect LLC
114 N. Court Avenue, Suite 201
PO Box 2189
Gaylord, MI 49734

for the following Project:
(*Name, location, and detailed description*)

COOR CTE Shop Addition – Roscommon Middle School

The Construction Manager:
(*Name, legal status, address, and other information*)

Integrity Construction Services, LLC
826 W. Main Street, Suite C
Gaylord, MI 49735

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As approved by the Owner in accordance with the Program prepared by Todd L. Seidell Architects LLC dated August 15, 2022.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Single story, 9,696 square foot shop addition with administrative offices.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Estimated construction cost of \$2,200,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Completion of Architectural Program

August 15, 2022

Construction Drawings

October 7, 2022

Bidding	October 2022
Commence Construction	October 2022
Project Completion	August 2023

.2 Construction commencement date:

October 2022

.3 Substantial Completion date or dates:

August 2023

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Multiple Prime Contractors

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Anticipate approximately 20-25 bid / procurement packages

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mrs. Natalie Davis
COOR ISD
11051 N. Cut Road
Roscommon, MI 48653
Entity Code: 72000

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

N/A

.2 Land Surveyor:

N/A

.3 Geotechnical Engineer:

N/A

.4 Civil Engineer:

N/A

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Todd L. Seidell Architect, LLC
114 N. Court Avenue
Suite 201
PO Box 2189
Gaylord, MI 49734

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Practical Engineers
9091 Helen White Drive
Lake Ann, MI 49650

.2 Mechanical Engineer:

N/A

.3 Electrical Engineer:

N/A

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

Construction Manager is designated by the Owner as the "Initial Decision Maker" pursuant to this agreement.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may mutually agree to a written adjustment in the schedule, the Architect's services and the Architect's compensation, as applicable.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and familiar with the educational construction industry in Michigan. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent after full disclosure by the Architect of all relevant facts, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and one million dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits. Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6 at the time of execution of this Agreement. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies, and coverages will not be terminated or non-renewed (or policy limits reduced by endorsement) without at least 30 days prior to written notice to the Owner.

Init.

§ 2.6.7 Prior to the commencement of any Project, the Architect shall notify the Owner in writing of its proposed insurance coverages and amount, even if they are the same as identified in this Section 2.6 which coverages and amounts shall be subject to the Owner's reasonable approval.

(Paragraph deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services and other architectural and engineering services required to complete the Project, all provided by those qualified by training and experience in their respective fields, as needed, to address the requirements of the Project. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services and administer the Project, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services and those of its consultants provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants, subject to the Architect's professional judgement, experience, and expertise. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for review by the Owner and the Construction Manager and for the Owner's approval, a written schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review and for the Owner's provision of information, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for the approval of submissions by authorities having jurisdiction over the Project and (5) shall include a master design schedule for planning, schematics, design development and construction documents

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services and the Project as a whole.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause and with mutual written agreement of the parties.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist and advise the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner, but the Owner shall pay the applicable filing fees. The Architect shall not be responsible to secure building permits.

§ 3.1.9 The Architect acknowledges that the services to be provided by the Architect under this Agreement shall include assisting the Owner in complying with the Owner's obligations set forth in Public Act 299 of 1980, MCL 339.2011 (the "Act"). Therefore, the Architect hereby agrees to perform the services that may be performed by an

"architect" or "engineer" pursuant to that Act. The parties acknowledge that noting in this Agreement shall be construed to limit the Architect's services, duties or obligations under the Act.

§ 3.1.10 Upon request of the Owner, the Architect shall make a presentation or presentations to explain the design on the Project to representatives of the Owner.

§ 3.1.11 The Architect shall submit design documents to the Owner at intervals appropriate of the design process for purpose of evaluation and approval by the Owner.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, consult with the Owner regarding same, and shall review and at all times follow laws, codes, and regulations applicable to the Architect's services and the Project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. Approval by the Owner will not constitute approval of the means, techniques or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only. Materials, systems, assemblies or applications selected by the Owner and directed to be included in the Project shall remain the responsibility of the Owner, so long as the Architect specifically identifies this responsibility to the Owner in writing prior to proceeding with such Owner-directed materials, systems, assemblies or applications.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply

Init.

with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall receive and review and be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner and shall adopt such estimates of Construction Cost as necessary to perform Basic Services and to satisfy MCL 339.2011.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only. Materials, systems, assemblies or applications selected by the Owner and directed to be included in the Project shall remain the responsibility of the Owner, so long as the Architect specifically identifies this responsibility to the Owner in writing prior to proceeding with such Owner-directed materials, systems, assemblies or applications.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms. All such documents shall have been provided in a format that conforms with the terms of this Agreement and the drawings/specifications,

including but not limited to, dispute resolution provisions, and shall comply with all public bidding, prevailing wage, and contracting laws applicable to Michigan Public Education districts and this Project.

§ 3.4.3.1 Referenced documents shall consist of the unabridged AIA contract forms modified as necessary to be consistent with this Agreement. The Architect shall assist the Construction Manager to include in bid specifications and in any of the relevant document provisions indicating that modified version(s) of the standard AIA Owner/Contractor Agreement will be utilized, such contract shall be subject to the Owner's approval.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents. Approval by the Owner will not constitute approval of the means, techniques, or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only. Materials, systems, assemblies or applications selected by the Owner and directed to be included in the Project shall remain the responsibility of the Owner, so long as the Architect specifically identifies this responsibility to the Owner in writing prior to proceeding with such Owner-directed materials, systems, assemblies or applications.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; (4) awarding and preparing Contracts for Construction; and (5) rendering interpretations and clarifications of drawings and specifications in appropriate written form. See Section 12.17.

§ 3.5.1.1 The Architect with the assistance of the Construction Manager, shall include in the bidding information, plans or specification a requirement that the successful Contractor(s) shall provide operation manuals to the Owner and that the Contractor(s) shall provide adequate training for the Owner in the operation of any and all facility systems installed by the Contractor(s).

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 assisting the Construction Manager with facilitating the distribution of Bidding Documents to prospective bidders;
- .2 participating in a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda and providing recommendations for award of bids; and
- .4 assisting the Construction Manager in determining compliance with applicable bidding laws and Owner policies, including but not limited to, with respect to bid advertisements, familial disclosure requirements, and the Iran Economic Sanctions Act.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents and shall adhere to bidding requirements established by applicable law or policy.

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§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 participating in selection interviews with prospective contractors;
- .2 participating in negotiations with prospective contractors;
- .3 if requested by the Owner, participating in negotiations with prospective contractors

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended. In the event there are any conflicts between this Agreement and AIA Document A232-2009, as amended, the terms of this Agreement shall prevail. Otherwise, both documents shall govern.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Services described in this Agreement. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the later of: (1) the Architect issuance of a final Certificate for Payment or (2) the end of the Contractor's warranty periods.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, not less than twice per month, or as needed, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, subject to Section 3.1.9, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. See Section 3.1.9.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and

decisions, the Architect shall endeavor to secure faithful performance by the Contractor, and shall not be liable for results of interpretations rendered in good faith and without negligence. The Architect's interpretations relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect shall render initial written interpretations on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment within seven days after the Architect receives an application for payment forwarded from the Construction Manager, unless the Architect is notified by the Owner or Construction Manager that circumstances require a shorter time period. The Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are multiple prime Contractors responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing and accompanying the relevant certification.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment, copies of which shall be sent to the Owner.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for general accuracy, completeness and conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or

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unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review and approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professionals retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. Subject to its professional experience and expertise, the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall timely review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect shall maintain a log of requests for information and the responses thereto.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager or otherwise for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be affected by written order issued by the Architect through the Construction Manager. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work. The Architect shall contemporaneously review with the Owner all changes and potential changes in the Work for any reason, cause, cost and responsibility. Said issues shall be recorded and reported in a Change Management Log for the Project, the review and approval of which by the Architect shall evidence concurrence in the resolution of the issue as identified therein.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 upon Substantial Completion, jointly with a relevant Contractor and the Construction Manager, prepare a list of incomplete or unsatisfactory items and schedule the completion
- .4 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .5 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and

completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected. The Architect shall be solely responsible for the inspection, and the Owner shall be solely an observer.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance for the purpose of identifying potential warranty issues and to verify adequacy of the facility operations and performance.

(Paragraph deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below, other than those identified as Basic Services may be provided by the Architect as a Supplemental Service only if: (1) required for the Project; (2) the Owner authorizes the performance of same in writing prior to the Architect's provision of any such service; and (3) the Architect provides a good faith estimate of the cost of the same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Supplemental Service in the absence of foregoing. For proper Supplemental Services, the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
<i>(Row deleted)</i>	
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Service
§ 4.1.1.3 Measured drawings	Architect – Basic Service
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
<i>(Row deleted)</i>	
§ 4.1.1.7 Civil engineering	Owner
§ 4.1.1.8 Landscape design	Owner
§ 4.1.1.9 Architectural interior design	Architect
§ 4.1.1.10 Value analysis	
§ 4.1.1.11 Cost estimating	
§ 4.1.1.12 On-site project representation	Architect
§ 4.1.1.13 Conformed documents for construction	
§ 4.1.1.14 As-designed record drawings	Architect – Basic Service
§ 4.1.1.15 As-constructed record drawings	Architect – Basic Service
§ 4.1.1.16 Post-occupancy evaluation	Architect – Basic Service
§ 4.1.1.17 Facility support services	
§ 4.1.1.18 Tenant-related services	
§ 4.1.1.19 Architect's coordination of the Owner's consultants	Architect – Basic Service
§ 4.1.1.20 Telecommunications/data design	

§ 4.1.1.21	Security evaluation and planning	
§ 4.1.1.22	Commissioning	
§ 4.1.1.23	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.24	Historic preservation	
§ 4.1.1.25	Furniture, furnishings, and equipment design	
§ 4.1.1.26	Other services provided by specialty Consultants	
§ 4.1.1.27	Other Supplemental Services	

(Paragraphs deleted)

§ 4.2

(Paragraphs deleted)

Description of Supplemental Services

(Paragraphs deleted)

§ 4.2. A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Interior design shall be provided on an as-needed basis for project at staff hourly rates

§ 4.3 Additional Services may be provided after execution of this Agreement, in compliance with the first paragraph of Section 4.1 without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need and comply with the first paragraph of Section 4.1. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternative, such as unique system designs, in-depth material research, energy modeling, or LEED certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations which occur after the preparation of such Instruments of Service. (The Architect is expected to and shall provide its services in compliance with the most-recent codes, laws, regulations and interpretations.);
- .5 Services necessitated by decisions of the Owner not rendered in a timely manner, acknowledging the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Alternate bid requiring additional drawings;
- .8
- .9
- .10
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker beyond (5) claims.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall promptly comply with the opening paragraph of Section 4.1 for the following Additional Services. If the Owner subsequently determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect. The Owner shall have no obligation to compensate the Architect for the services:

- .1
- .2
- .3 Preparing Change Orders, and Construction Change Directives approved by the Owner that exceed the scope of Work and Project costs, that are initiated after bids have been accepted and that require substantial preparation or revision of Instruments of Service;
- .4
- .5 Evaluating substitutions proposed by the Owner and making subsequent revisions to Instruments of Service resulting therefrom after bids have been awarded; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services after the time frame identified in Section 3.6.1.3.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information as specifically requested by the Architect in a timely manner regarding requirements for and limitations on the Project. Within a reasonable amount of time, after receipt of a written request from the Architect acknowledging its status as a public body, the Owner shall furnish the requested information as necessary and relevant for the Architect to perform its services.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in Agreement Between Owner and Construction Manager. The Owner shall provide the Architect with a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

(Paragraph deleted)

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the cost of the Work that are to be reviewed and adopted by the Architect as required by MCL 339.2011. If the Owner significantly increases or decreases the Owner's budget for the cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the cost of the Work on in the Project's scope and quality. The parties acknowledge the Owner's fixed limit of construction costs for the Project.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, with specifying and in writing, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, subject to parameters of authority set by the Owner, which is governed by a Board of Trustees. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services, subject to the Owner's status as a public body, including being subject to the Open Meetings Act.

§ 5.6 Where required by the circumstances of the Project and requested by the Architect in writing, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and

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a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Where required by the circumstances of the Project and as requested by the Architect in writing, the Owner shall furnish services of geotechnical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall assist the Owner in obtaining such services as a part of the Architect's Basic Services, and the Owner will contract and pay for such services as applicable.

§ 5.8 The Architect shall coordinate the services of the Architect and those of its own consultants with those services provided by the Owner's consultants. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services, and the Owner will contract and pay for such services as applicable.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Architect shall give the Owner prompt written notice of fault or defect in the Contract Documents of the Architect's Instruments of Service and shall correct the same as part of the Architect's Basic Services. The Owner's failure to provide any notice described herein shall not serve as waiver of or excuse of the Architect's performance or failure to perform pursuant to this Agreement. This provision does not impose on the Owner a duty of observation or inspection.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents that may affect the Architect's services. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contracts for Construction, the Architect shall assist the Owner with coordination of the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and the Contract documents shall obligate the Construction Manager and Contractor to provide the Architect and the Owner access to the Work wherever it is in preparation or progress.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of cost estimating and tracking under this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit, compensation of the Construction Manager and Construction Manager's consultants, compensation of the Architect and the Architect's consultants, including respective compensation for reimbursable expenses at the job site, if any or purposes of calculating fees or other costs to determine on a percentage of the Cost of the Work does not include compensation of the Architect or Architect's consultants, compensation of the Construction Manager and Construction Manager's consultants work for which the Architect is not providing services (for example, unused contingency dollars), the costs of the land, rights-of-way, financing, contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and is a fixed limit of construction cost. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional familiar with the construction industry.

§ 6.3 The Owner shall permit the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall review and adopt the Construction Manager's estimates for the Architect's guidance in completion of its own Basic Services and shall report to the Owner any material inaccuracies and inconsistencies noted during such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, at any time, the Construction Manager's estimate of the Cost of the Work, as reviewed and adopted by the Architect, exceeds the Owner's budget for the cost of the Work, the Architect, in consultation with the Construction Manager and as a Basic Service, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget.

§ 6.5 If, at any time the estimate of the Cost of the Work as reviewed and adopted by the Architect, exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope or quality as required to reduce the Cost of Work; or
- .3
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's fixed budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as Basic Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work. When the excess is due to Architect negligence or changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, the work shall be performed as a Basic Service.

§ 6.8 In the event the lowest bid (or bids) exceed the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall without additional compensation provide such modifications in the Contract Documents and re-bidding and other services as necessary to bring the cost of the Project within budget, unless the Owner directs the Architect in writing to bid a project estimated over budget.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit

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such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 Except as otherwise provided in this Agreement, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies including reproducible copies of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project, modifications, renovation or additions to the Project, and to complete the Project in the event the Architect is not retained through completion.

§ 7.3 Upon executing of this Agreement, the Architect grants to the Owner a nonexclusive, irrevocable license to access, use and reproduce the Architect's Instruments of Service solely and exclusively for purposes of construction, using, maintaining, altering and adding to the Project, provided that the Owner has made all undisputed payments to date. On behalf of, and for the benefit of, the Owner, the Architect shall obtain similar licenses from the Architect's consultants consistent with this Agreement. The license granted or referenced under this section permit the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and Separate Contractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors and design professionals, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. Any termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses described.

§ 7.3.1

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. Except as allowed in this Agreement, the Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

(Paragraph deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by Michigan law.

§ 8.1.2

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify the Owner under this provision shall be limited to the available proceeds of the insurance coverage.

§ 8.1.4 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement, except that either party may, if in good faith declare a mediation impasse and proceed with litigation after one full day of mediation. A request for mediation shall be made in writing, delivered to the other party to this Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. During the pendency of this alternative dispute resolution process, the parties agree that all applicable limitations periods shall be tolled.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- [X] Arbitration pursuant to Section 8.3 of this Agreement
- [] Litigation in a court of competent jurisdiction
- [] Other: (Specify)

- § 8.3
- § 8.3.1
- § 8.3.1.1
- § 8.3.2
- § 8.3.3
- § 8.3.4
- § 8.3.4.1
- § 8.3.4.2
- § 8.3.4.3
- § 8.4

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make undisputed payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services for this reason. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be negotiated by the parties.

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be negotiated by the parties.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice to the other party.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination together with Reimbursable Expenses then due.

§ 9.7

(Paragraphs deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement continue and shall not be terminated or diminished in any manner.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the State of Michigan.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, as modified on behalf of the Owner. In the event of any inconsistency between this Agreement and the General Conditions, the terms of this Agreement shall govern.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution unless circumstances require a shorter time frame. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. The Architect shall obtain the Owner's approval prior to disclosures of information for purposes of verifying that such disclosures contain no confidential information (including, for example, information protected by FERPA).

§ 10.8 If the Architect receives Owner information that is "confidential" or "business proprietary," the Architect shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall obtain the Owner's approval prior to disclosures of information for the purpose of verifying that such disclosures contain no confidential information.

(Paragraph deleted)

§ 10.9 The Architect agrees to retain permanent records relating to the services performed for a period of at least six (6) years following submission of the construction documents, during which period copies of the records will be made available to the Owner upon request..

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

Stipulated Sum - \$68,000

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

As mutually agreed by the parties in writing prior to the performance of service in accordance with the hourly rates set forth in Section 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

As mutually agreed by the parties in writing prior to the performance of services in accordance with the hourly rates set forth in Section 11.7

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3 shall be the amount invoiced to the Architect *(Paragraphs deleted)* at cost without markup.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage of the Cost of Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Fifteen	percent (15	%)
Construction Documents Phase	Forty-Nine	percent (49	%)
Procurement Phase	One	percent (4	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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(Paragraph deleted)

§ 11.7 The hourly billing rates for Additional Services of the Architect and the Architect's consultants are set forth below. T

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Architect	\$135.00 per hour
CAD Designer	\$ 85.00 per hour
Office / Clerical	\$ 40.00 per hour
Structural	\$120.00 per hour
MEP Engineer	
Principal Professional Engineer	\$120.00 per hour
Staff Professional Engineer	\$100.00 per hour
Staff Engineer EIT	\$ 85.00 per hour
Staff Designer	\$ 75.00 per hour
CAD Operator	\$ 55.00 per hour
Staff Non-Technical	\$ 40.00 per hour
Interior Designer	
Principal Interior Designer	\$85.00 per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project; The Architect will pay initial deposits for plan reviews as a reimbursable expense. Invoices for the balance of such fees may be forwarded to and paid directly by the Owner.
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 The expense of additional insurance coverage or limits, if the Owner requests such insurance in excess of that normally carried by the Architect's consultants, subject to the Owner's status as tax-exempt entity and the parties' mutual obligation to properly avoid taxation on that basis and as applicable;
- .9 All taxes levied on reimbursable expenses;
- .10 Site office expenses;
- .11

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants without markup. Reimbursable expenses shall not exceed an amount to be mutually determined by the parties after the design development phase without the prior written consent of the Owner.

§ 11.9 Compensation for use of Architect's Instruments of Service

(Paragraph deleted)

(Paragraphs deleted.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment zero dollars and zero cents shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for undisputed services shall be made monthly in proportion to services performed. Undisputed payments are due and payable within (30) days of the Owner's receipt of the Architect's invoice. Amounts unpaid (30) days after the due date shall bear interest at the rate entered below. *(Insert rate of monthly or annual interest agreed upon.)*

See MCL 438.31 5% per annum

(Paragraphs deleted)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. However, nothing herein shall alter the Owner's rights under Section 11.10.2 or diminish the Owner's right to withhold payment for defective services or damages incurred as a result of defective services.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The Architect shall perform its responsibilities and services in a manner consistent with the professional standard of the Architectural profession in the State of Michigan.

§ 12.2 The Architect shall not be entitled to additional compensation in the event it is necessary to extend the contract completion date because the Project is delayed due to conditions beyond the control of the Owner.

§ 12.3 The Architect shall immediately notify the Owner, in writing, of the presence of any hazardous materials or toxic substances of which the Architect is aware. The Owner, at its cost, shall be responsible for analysis, design, removal, remediation or other action related to any asbestos or hazardous substances. The Owner acknowledges that the Architect is not a hazardous materials or toxic substances expert.

§ 12.4 The Architect agrees that it will be the Architect responsible for the construction described in this Agreement and shall not specify as a building material in any Construction Document for the Project any material which the Architect knew or reasonable should have known was an asbestos containing material (ACBM), as defined in Section 763.83 of 40 CFR Part 763, as amended. Upon the issuance of the final certificate for payment, the Architect shall furnish the Owner a signed statement (dated current) that, to the best of the Architect's knowledge, no asbestos containing building material was used as a building material in the Project. The Architect shall include in specifications that no ACMB shall be used in the construction or renovation of a building and that each Contractor shall certify to the Owner and Architect that none was used in the construction.

§ 12.5 The Architect and Construction Manager shall provide the Owner the necessary bidding information and shall assist the Owner in the preparation of the General Conditions of the contract and the Form of Agreement Between Owner and Contractor. The referenced documents shall consist of the unabridged AIA contract forms which the Architect shall modify as necessary to be consistent with this Agreement and the laws of the State of Michigan, including but not limited to dispute resolution procedures. The Architect shall include in bid specifications and in any of the relevant document provisions indicating that modified version(s) of standard AIA Owner/Contractor Agreement(s) will be utilized; such contract shall be subject to Owner's approval.

§ 12.6 The Architect, with the assistance of the Construction Manager, shall include in bidding information, plans or specification a requirement that the successful Contractor(s) shall provide operation manuals to the Owner and Contractor(s) shall provide adequate training for the Owner in the operation of any and all facility systems installed by the Contractor(s) including mechanical, civil, electrical, HVAC systems and any other building systems.

§ 12.7 (A). If errors and omissions in the Project are detected in the plans and specifications before the Work has been bid, the cost of any re-design required to incorporate the item or feature omitted or to correct the error shall be borne by

the Architect. Any additional construction costs in the instance resulting from the inclusion of the omitted items or feature or to correct the error shall be borne by the Owner.

(B) If errors and omissions in the Project are detected in the plans and specifications after the Work has been bid, and if revision, removal or replacement of a portion of the Work is required, the Architect shall pay the cost of redesign and, if the Architect's error or omission was due to professional negligence, then the Architect shall pay for the cost of the revision, removal and the reconstruction required to incorporate the omission or to correct the error, and the Owner shall be responsible only for the costs it would have incurred had the error omission not occurred.

§ 12.8 The Owner reserves the right in its discretion to require consolidation or joinder of mediation arising out of or relating to this Agreement with another mediation involving a person or entity not a party to this Agreement, in the event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort.

§ 12.9 [Intentionally Blank]

§ 12.10 In the event of mediation arising out of or relating to this Agreement, the Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principle place of business is located.

§ 12.11 The Architect, without additional costs to the Owner, shall maintain in force professional liability insurance providing coverage for the Architect for any negligent act in the Architect's rendering of or failure to render professional services and protecting the Owner for damages arising from results of such errors and omissions. Insurance shall be occurrence-based and maintained in force during the life of the Project and for a period of no less than 36 months after the relevant Date of Substantial Completion of the Project. The Architect shall maintain an insurance coverage as outlined in Section 2.3. The Architect shall notify the Owner thirty (30) days in advance if this coverage is terminated or non-renewed (or if the Policy limits are reduced by endorsement). The Architect shall provide the Owner with certificates of insurance evidencing the insurance coverage of the Architect, which certificates shall be attached to this Agreement.

§ 12.12 The Owner reserves the right to approve the identity of the Architect's Project's representative(s) and to require their replacement upon two (2) weeks' notice. The Architect shall make available the services of Todd L. Seidell, Architect LLC and other such individuals as may be required to provide the services as defined as Basic Services or needed during the course of the Project to complete the Project as described in the Agreement. In the event that any of the individuals identified above is discharged, dies, is disabled, or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Architect shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish the replacement(s) upon agreement by the Owner.

§ 12.13 The Architect shall provide the following within its Basic Services:

- Services necessitated by recommendations given by the Owner or Construction Manager (as authorized)
- Making revisions to draw because the estimate of the Cost of Work exceeds the Owner's budget
- Preparing designs and documentation for alternate bids solely for the purposes of managing the Owner's budget
- Preparing for, and attending, public presentations, meetings or hearing
- Preparing for, and attending, a dispute resolution proceeding or legal proceeding
- Evaluating the qualifications of bidders
- Reviewing a contractor's submittal out of sequence from the initial submittal schedule
- Responding to all contractor requests for information

§ 12.14 To the fullest extent permitted by law, the Architect shall indemnify the Owner, its Board of Trustees, Officers, agents, employees and representatives from and against loss, damages and judgements arising from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent of the negligent acts, errors or omissions of the Architect or the Architect's officers, directors, members, partners, agents, employees or subconsultants, in the performance of services under this Agreement.

§ 12.15 Production of original drawings and specifications, as well as all construction bulletin drawings and specifications in PDF format acceptable to the Owner shall be a part of Basic Services. Additionally, the Architect shall assemble and deliver all field drawings used for the Project as part of Basic Services.

§ 12.16 The Architect agrees to provide assistance up to one (1) year beyond the date of substantial completion as a part of Basic Services, as well as a post-occupancy evaluation of the building thirty (30) days prior to the expiration of the warranty period. This review shall include architectural, plumbing, mechanical, electrical, civil and structural review of the Project, to determine whether the Project components are performing as specified prior to the expiration of the relevant warranty.

§ 12.17 The Architect, together with the Construction Manager, shall conduct pre-award conferences with apparent low bidders, review bids or negotiated proposals, and advise the Owner whether such bids and proposals responsive and acceptable in the context of the Project requirements.

§ 12.18 The Architect shall not utilize photographs of this Project for any advertising or promotional purpose that include the image of any student or the Owner without the express written permission of the parent or guardian of that student, if that student is a minor. If the student is of the age of majority or is an emancipated minor, the Architect must obtain express written permission from that student. Such express written permission shall acknowledge the Architect's intent for the use of those images. The Owner, in its discretion, may assist the Architect in securing such permission.

§ 12.19 The Architect shall be accessible to the Owner, either on-site or via communication media, as its necessary to address issues that arise during the Project.

§ 12.20 The Architect will, as part of Basic Services, attend Owner's Board of Trustees meetings and staff meetings (in person or via communication media) as reasonably requested by the Owner.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as modified

.2

(Paragraphs deleted)

.3

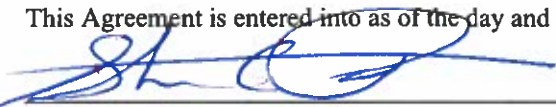
(Paragraphs deleted)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Certificates of Insurance required to be provided by the Architect under this Agreement.

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)

Mr. Shawn Petri, Superintendent,
(Printed name and title)

ARCHITECT (Signature)

Todd L. Seidell, Owner License 1301043749
(Printed name, title, and license number)

E. Approve registration & overnight expenses for Superintendent Petri to attend the Michigan Negotiator's Association Fall Conference October 5-7th at Shanty Creek Resort

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2022 MNA FALL CONFERENCE

October 5 – 7, 2022

Shanty Creek Resorts • Summit Village • 5780 Shanty Creek Road, Bellaire, Michigan 49615 • 231.533.8621



2022 MNA FALL

The Fall Conference Agenda

Pre-Conference

Whether you are a new bargainer or a seasoned veteran during this time of change and transition, knowledge is important. The MNA pre-conference includes information that is pertinent to your work and representing your district.

Wednesday, October 5, 2022

- 2:30—4:30** **Bargaining 101 — Understanding the Essentials**
Jessica Milligan, Clark Hill
- 5:00—6:30** **Official Fall Conference President's Reception**
Hosted By Thrun Law Firm
- 6:30—7:15** **Welcome And Dinner**
Susan Tinney, MNA President
- 7:15—8:00** **Education Culture and Climate**
Chadd Hodkinson and Kathleen Schulz, Gallagher



Thursday, October 6, 2022

- 7:15—8:25** **Breakfast**
- 8:30** **Opening**
- 8:35—9:30** **Swami Says – A Look into the Crystal Ball**
Robert Schindler, Miller Johnson
- 9:30—10:30** **School Finance and Legislative Update**
Robert Dwan, MSBO
Chris Glass, Education Advocates of West Michigan
- 10:30—10:45** **Break**
- 10:45—11:45** **Creating A Mutual Understanding Of The Financials**
Matthew Lewis, Wyoming Public Schools
- 11:45—1:00** **Lunch**
Sponsored by Gallagher
- 1:00—2:00** **Heck No – PTO and Other Things to Keep Out of Your Contact**
Ray Davis, Thrun Law Firm
- 2:00—2:45** **Evaluation, Merit Pay etc., A Decade Later, Where Are we Now?**
Ryan Murray and Timothy Gardner, Jr., Thrun Law Firm
- 2:45—3:00** **Break**
- 3:00—3:45** **Bargaining Support Staff Contracts – Sustainable Ways to Compete with the Private Sector**
Katie Broaddus – Thrun Law Firm
- 3:45—4:30** **The Do's and Don'ts of Staff Recruitment Incentives**
Kevin Sutton, Miller Johnson
- 5:00—6:00** **Hospitality—Networking**
Hosted By SET SEG

REGISTRATION INFORMATION

Registration details can be found under Upcoming Events at www.mna-mi.com fees include materials, one dinner, two breakfasts, one lunch, break refreshments and SCECHs

CONFERENCE

2022 MNA FALL

Friday, October 7, 2022

- 7:00–9:00** **Breakfast**
- 9:00–9:45** **Wellness Options**
Jeff Crouse, SET SEG
Kirsten Myers, Kent ISD
Kelly Powers, Muskegon Area ISD
- 9:45–10:30** **Negotiating with At Will Employees – Recruiting and Retaining Top Talent**
Kara Rozin, Clark Hill
- 10:30–10:45** **Break**
- 10:45–11:45** **Legal Update**
Robert Dietzel, Thrun Law Firm
- 11:45–12:00** **Connecting Our Learning / Conference Wrap-Up**
Susan Tinney, MNA President



A \$25 processing fee will be assessed on cancellations. Cancellations will not be accepted after September 28, 2022

2022–2023 EXECUTIVE BOARD

- President** **Susan Tinney**
Ingham ISD
- Vice-President** **Rebecca Pek**
Northville Public Schools
- Secretary** **Justin Gluesing**
Alpena-Montmorency-Alcona ESD
- Past-President** **David Rodgers**
Kent ISD
- Trustee** **Kelly Bohl**
Wayne RESA
- Trustee** **Kelly Powers**
Muskegon Area ISD
- Trustee** **Coni Sullivan**
Traverse City Area Public Schools
- Trustee** **Chris Davis**
Appointed
- Director** **Janille Lietz**

CLAGGETT AWARD

The Harlow Claggett Award is given to individuals who have made major contributions to MNA and labor relations in the State of Michigan. These individuals have distinguished themselves by being involved as contributing participants in local, state and/or national labor relations functions and/or programs.

- | | |
|------|------------------------|
| 1995 | Harlow Claggett |
| 1997 | Kevin Harty |
| 1999 | Peter Patterson |
| 2001 | Richard Higginbotham |
| 2002 | Charles Wycoff |
| 2005 | Ed & Shirley Skowneski |
| 2007 | Barbara Ruga |
| 2009 | William Albertson |
| 2012 | Roger Allen |
| 2016 | E.R. Scales |
| 2022 | Stanley Kogut |

CONFERENCE

F. Approve a contract with Fun First Therapy (Michelle Lynn Therapy LLC) to provide Speech and Language Services for local school districts:

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SPEECH LANGUAGE PATHOLOGIST PROVIDER SCHOOL SERVICE AGREEMENT

THIS AGREEMENT is made this 8th day of September, 2022, by and between Michelle Lynn Therapy, PLC, a Michigan Professional Limited Liability Company (the “Provider”), and COOR Intermediate School District, of 11051 N Cut Rd, Roscommon, MI 48653 (the “School”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties herein agree as follows:

1. **TERM.** The Term of this agreement shall commence on September 1, 2022, and end on July 31st, 2023, unless renewed.

2. **PURPOSE.** The Provider shall supply speech language pathologist(s) (the “Therapist” or “Therapists”) to the School. The Provider shall supply one or more Therapists to cover the following:
 - a. Fairview & Mio EarlyOn: Up to 9 hours/week
 - b. Fairview PreK-12: Up to 28 hours/week
 - c. Crawford K-12: Up to 35 hours/week
 - d. Houghton Lake K-12: Up to 11 hours/week
 - e. Mio PreK-12: Up to 45 hours/week

All hours will be based upon the School academic calendar. The Provider shall have discretion as to how many Therapists to provide to fulfill the obligations set forth in this Section. The Therapist shall perform his/her duties and responsibilities as a speech therapist for the School, in accordance with the terms of this agreement.

3. **HIRING/FIRING.** The Provider shall have full discretion as to decisions regarding hiring and firing of Therapists. The School may request that the Provider replace a Therapist, with or without cause, with forty-five (45) days’ advance notice. The School shall give the Provider a minimum of forty-five (45) days to find and provide a replacement Therapist(s).

4. **ESSENTIAL FUNCTIONS OF THERAPIST.** All Therapists shall provide the following services to the School:
 - a. Participate as a member and team coordinator when necessary for MET (Multidisciplinary Evaluation Team) and/or IEPT (Individualized Education Program Team) when designated by administrator/Designee.
 - b. Develop activities and provide direct instruction that aligns with goals and objectives as stated in the student’s IEP (Individualized Education Program).
 - c. Monitor the progress of each student on caseload and follow progress reporting requirements as written in each student’s IEP.
 - d. Update student documents as deemed necessary and as required by the law.
 - e. Maintain updated calendar or schedule with building principal and team members.

- f. Communicate with all parents, staff, administrators and outside agencies involved with each student on caseload.
- g. Provide professional consultation and collaborate with classroom teachers to ensure the best possible outcomes for student success in the classroom setting as deemed necessary based on the IEPT's judgment.
- h. Participate in school improvement activities such as student success teams, positive behavior support committees, etc. when designated by administrator.
- i. Follow school building rules and procedures as outlined in the school handbook.
- j. Follow all health and safety standards and practices established by school building(s).

5. **EXPERTISE/QUALIFICATIONS.** The Provider agrees that all Therapists shall possess the following qualifications:

- a. Currently certified, or eligible by the date of hire for certification, by the State of Michigan, Department of Education, Office of Professional Preparation & Certification.
- b. Services as a teacher of students with speech and language impairment; OR possessing a Master's degree and the Certificate of Clinical Competence (CCC) or an Applicant in Speech during his or her Clinical Fellowship Year (CFY) from the American Speech-Language-Hearing Association (ASHA).
- c. The Provider will be responsible for the CFY supervision of all Therapists working during the CFY period.

6. **REPORTING.** The Provider and the Therapists shall report to the District Designee and/or Director of Special Education.

7. **EQUIPMENT.** The School shall provide access to the following equipment: Assistive technology devices, Computer, Webcam, Printer, Copier, and Fax Machine. If the tele-therapy service delivery model is being used, a direct ethernet connection to the internet will be required.

8. **SPACE.** The School shall provide a space separate from the general classroom environment when the tele-therapy service model is delivered.

9. **SUPPORT STAFF.** The School shall provide the following support staff during tele-therapy sessions: paraprofessional

10. **MATERIALS.** Evaluation materials will be approved by the School and the Provider. Evaluation tools will be supplied by the School unless determined otherwise with the approval of the School and Provider.

11. **COMPENSATION.**

- a. For performance of the agreed-upon services by a Therapist, the School shall pay the Provider \$72.50 per hour up to 83 hours per week based upon the School academic calendar) and comply with the schedule developed by the

School and Therapist. The amount paid to the Provider will be based on the hourly rate and determined based on timesheets with daily professional activity logs submitted to the Director of Special Education by the Provider monthly.

- b. Additional hours will require approval by the Special Education Director of COOR ISD. The School shall pay all costs of attending conferences or professional developments that are considered part of the Speech Language Pathologist, part-time position and led, organized and/or approved by the School. Costs for professional developments and conferences attended may be considered additional hours if necessary to allow for weekly caseload maintenance.
- c. No health insurance or retirement will be paid.
- d. Unforeseen Circumstances (i.e. school shutdowns due to sickness, inclement weather, etc.) will be paid in full. Therapists will schedule indirect service work (i.e. billing, planning, parent contacts, etc.) if and when these circumstances arise.
- e. Mileage will be paid at the rate approved by the Internal Revenue Service for the Therapist's mileage incurred while traveling from the closest starting location of either the Therapist's home or the Provider's office location of 1691 E US-23 East Tawas, MI 48730 to the School and return to the starting location. A Mileage Report will be submitted monthly.

12. **DISTRICT RULES-REGULATIONS.** The Provider and the Therapists shall comply with all established rules and regulations governing personnel with the District of Oscoda, Crawford, Roscommon or Ogemaw Counties depending on the location of the school. In the event of any alleged breach thereof committed by the Provider or the Therapists, the School shall promptly notify the Provider in writing of such violation(s) including the factual basis thereof.

13. **COMPLIANCE WITH LAWS.** In furnishing services hereunder, the Provider and the Therapists shall observe and abide by all applicable laws and the rules and regulations of any lawful regulatory body acting thereunder. The School is responsible for any criminal records and any unprofessional conduct checks as may be required by law.

14. **NOTICES.** All notices to be given by either party under the Agreement shall be in writing and delivered personally or by certified mail to the parties at the addresses set out at the beginning of the Agreement. Any mailed notices shall be effective immediately upon mailing.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. This Agreement may be amended or revoked only in a writing executed by both parties.

16. **TERMINATION.** Either party may terminate this agreement, with or without cause, with written notification forty-five (45) days prior to termination.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date written in the first paragraph of this agreement.

THE PROVIDER
Michelle Lynn Therapy, PLLC

Date: _____

By: Michelle St. Aubin
As: Member

THE SCHOOL
COOR Intermediate School District
11051 N Cut Rd.
Roscommon, MI 48653

Date: _____

By: Jill Radosta
As: Director of Special Education

9. Information Items

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-August Social Media Report

-Administrative Guidelines & Forms:

2501A-F-1, 2501A-F-2, 2501A-F-3



August 2022

Social Media Report Card

Facebook statistics

Audience: 934

(up 110)

Reach: 5,418

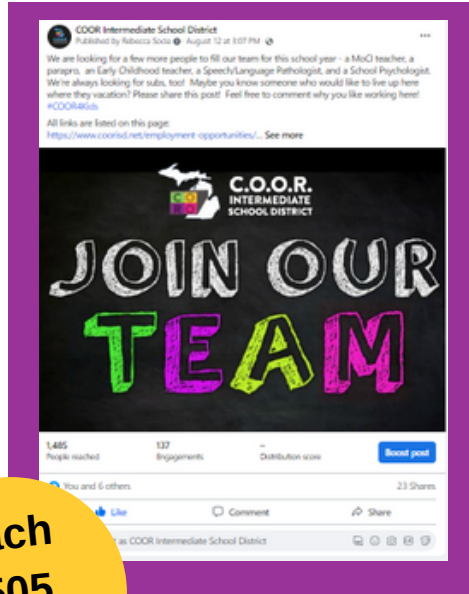
(up 12.5%)

Page visits

323 (up 26.7%)

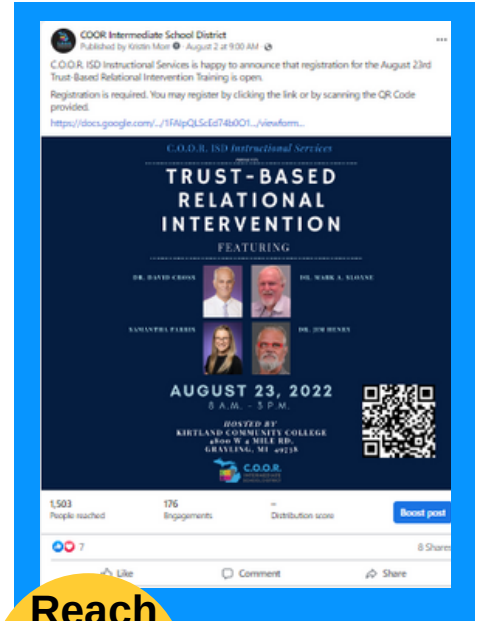
Reach
1,505
23 shares

August 12
Join our team- job
postings



Reach
1,503
8 shares

August 2
TBRI Training
announcement



Reach
1,434
4 shares

Aug 22
All-staff gathering at the
Northern Center in
Houghton Lake - "Stepping
out of your comfort zone"



Reach
1,331
1 share

August 30
Excited to
welcome our CTE
students back



Reach
1,068
4 shares

August 23
ISD and local staff meet at
KCC for Trust-Based
Relational Intervention
training

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501A-F-1 Electronic Board Meeting Checklist

Deciding whether to hold an electronic Board meeting:

- For a **wholly electronic** Board meeting, every Board member is absent due to military duty, an ADA “disability”, or other reason permitted by Michigan law.
- For a **hybrid physical/electronic** Board meeting, a Board member is participating remotely because
 - The Board member is absent due to military duty.
 - The Board member must participate remotely as a reasonable accommodation for an ADA “disability”.
 - The Board member is subject to another reason permitted by Michigan law.

Preparing for an electronic Board meeting:

- Ensure the Board, each Board member participating remotely, and the public have access to Two-Way Communication.
- Ensure that persons with disabilities will be able to participate in the meeting and notice is given about how to request an accommodation.
- At least 18 hours before the electronic Board meeting, post the electronic Board meeting notice. The notice must include:
 - Why the Board is holding an electronic meeting;
 - How the public may participate remotely;
 - How the public may contact Board members to provide input or ask questions about business that will come before the Board; and
 - How persons with disabilities may participate in the meeting.

If the District has an internet presence that includes monthly or more frequent updates of public meeting agendas or minutes, the notice must be included on a portion of that website that is fully accessible to the public, either on the District’s homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the District website’s homepage. The link must clearly describe its purpose for public notice of non-regularly scheduled or electronic public meetings.

2501A-F-1 Electronic Board Meeting Checklist

- At least 2 hours before the electronic meeting, post the meeting agenda to the District's website, if an agenda exists.
- The Superintendent or designee must provide notice to the public of which Board members will be participating remotely and information about how members of the public may contact those Board members in advance of the meeting to provide input or ask questions on any business that will come before the Board.
- Although not required by the Open Meetings Act, consider completing an Affidavit of Website Posting of the Public Notice of Electronic Meeting.

During the electronic Board meeting:

- Confirm the Board, each Board member participating remotely, and the public have access to Two-Way Communication.

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501A-F-2 Advance Notice of Remote Participation

Advance Notice of Remote Participation

Directions: *A Board member must provide notice of his or her absence and necessary contact information to the Superintendent or Superintendent's designee sufficiently in advance of the Board meeting, and consistent with the procedures in Policy 2501A, so that the District can provide public notice of the Board member's remote participation and information on how a member of the public may provide input to that Board member on any business that will come before the Board.*

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501A-F-3 Electronic Board Meeting Notice

Directions [Delete directions and notes in document before posting]: *At least 18 hours before an electronic Board meeting, the Superintendent or designee must prominently post this notice. If the District has an internet presence that includes at least monthly updates of public meeting agendas or minutes, this notice must be included on a portion of its website that is fully accessible to the public, either on the District's homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings, that is accessible through a prominent and conspicuous link on the District's website homepage. The link must clearly describe its purpose for public notice of non-regularly scheduled or electronic public meetings. If the electronic meeting is a special or rescheduled regular meeting, the special meeting posting requirements contained in MCL 15.265 must also be satisfied. For Board meetings at which significant Board action is anticipated (e.g., related to the sale of property, approval of contracts, or adoption of bond or finance documents), consider completing an Affidavit of Website Posting.*

Choose Option A (Wholly Electronic) or Option B (Hybrid) and delete option not chosen:

Option A – Wholly Electronic Meeting

The C.O.O.R. Intermediate School District Board of Education will hold a [regular/rescheduled regular/special] Board meeting on [Day of the Week], [Month] [Calendar Day], [Year].

The meeting will be held wholly electronically. The public may attend and participate virtually using this link: [insert telephone number, internet address, virtual meeting address, or other information needed to participate].

The Board of Education is holding a *wholly electronic* Board meeting because all Board members will be physically absent due to military duty, ADA accommodation, or other reason permitted by Michigan law

Members of the public may contact any Board member in advance of the meeting to provide input or ask questions about business that will come before the Board by [insert individual Board member contact information (e.g. email addresses)].

[OPTIONAL]: The following Board members will be participating remotely: [insert names]. Information is included above on how to contact these board members in advance of the meeting to provide input or ask questions about any business coming before the Board.

Any person with a disability requiring special accommodations to participate in this meeting should contact the Superintendent's office at [insert contact information] in advance of the meeting.

2501A-F-3 Electronic Board Meeting Notice

Option B – Hybrid Meeting

The C.O.O.R. Intermediate School District Board of Education will hold a [regular/rescheduled regular/special] Board meeting on [Day of the Week], [Month] [Calendar Day], [Year].

The meeting will be held both electronically and in person. One or more Board members will be participating in the Board meeting remotely due to:

- Military duty.
- Reasonable accommodation under the ADA.
- Other reason permitted by Michigan law.

The public may attend and participate using this portal: [insert telephone number, internet address, virtual meeting address, or other information needed to participate]. The public may also attend and participate in person, subject to health and safety requirements, if applicable.

Members of the public may contact any Board member in advance of the meeting to provide input or ask questions about business that will come before the Board by [insert individual Board member contact information (e.g. email addresses)].

[OPTIONAL]: The following Board members will be participating remotely: [insert names]. Information is included above on how to contact these Board members in advance of the meeting to provide input or ask questions about any business coming before the Board.

Any person with a disability requiring special accommodations to participate in this meeting should contact the Superintendent's office at 989-275-9538; info@coorisd.net; or 11051 N. Cut Road, Roscommon, MI 48653 in advance of the meeting.

10. Superintendent's Report

1. COVID update
2. April 13th COOR-wide Board dinner
3. Landscaping
4. CTE center

11. Communications

-COOR Educational Center K-8 academic goals in compliance with Public act 48, Section 98b and 104a (2021-22 CEC results)

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Sec. 98b Goal Progress Report

Progress Reporting Requirements as outlined in law ([MCL 388.1698b](#)):

- Present on goal progression by First Board Meeting in February 2022 and No Later than the Last Day of School.
- Post presentation to district transparency site upon completion of presentation to the local board.

Suggested Template: While the information contained herein is required by statute (98b), this template is a suggested format and is not required to be used by local districts, schools, or buildings. Other formats containing the required information, as outlined in law, are acceptable for use.

Version: Buildings serving K - 8th grade students and subject to using assessments aligned with 104a

Building: C.O.O.R. Educational Center

Date: 11/6/2021

Table A: Building Goals that were established by September 15, 2021

Goal Category	Goal Related to Achievement or Growth on K - 8 Benchmarks as required by law (MCL 388.1698b , MCL 388.1704a)
Middle of the Year Reading Goal	All students (K-8) will improve performance in Reading/ELA as measured by Unique Learning Systems (ULS).
End of the Year Reading Goal	All students (K-8) will improve performance in Reading/ELA as measured by Unique Learning Systems (ULS).
Middle of the Year Mathematics Goal	All students (K-8) will improve performance in Mathematics as measured by Unique Learning Systems (ULS).
End of the Year Mathematics Goal	All students (K-8) will improve performance in Mathematics as measured by Unique Learning Systems (ULS).

As required by law, reports to local school boards must include, but are not limited to, disaggregated information by student demographics, grade level, and the mode of instruction received by the pupils to which the information applies.

Table B: Achievement or Growth on Benchmark Assessment - By Student Demographics

Reporting Category Suggest reporting on subgroups where n≥30	By First Board Meeting in February 2022		No Later than Last Day of School Year	
	Reading	Math	Reading	Math
All Students	50%	65%	86%	81%
Econ. Disadvantaged	50%	64%	86%	81%

Special Education	50%	65%	86%	81%
English Learner	N/A	N/A	N/A	N/A
Female	80%	80%	83%	83%
Male	54%	62%	87%	80%

Table C: Achievement or Growth on Benchmark Assessment - By Grade Level

Reporting Category Suggest reporting on subgroups where n≥30	By First Board Meeting in February 2022		No Later than Last Day of School Year	
	Reading	Math	Reading	Math
Kindergarten	<30	<30	<30	<30
1st	<30	<30	<30	<30
2nd	<30	<30	<30	<30
3rd	<30	<30	<30	<30
4th	<30	<30	<30	<30
5th	<30	<30	<30	<30
6th	<30	<30	<30	<30
7th	<30	<30	<30	<30
8th	<30	<30	<30	<30

Table D: Achievement or Growth on Benchmark Assessment - By Mode of Instruction

Reporting Category Suggest reporting on subgroups where n≥30	By First Board Meeting in February 2022		No Later than Last Day of School Year	
	Reading	Math	Reading	Math
Face to Face	50%	65%	86%	81%



Sec. 98b Goal Progress Report

Progress Reporting Requirements as outlined in law ([MCL 388.1698b](#)):

- Present on goal progression by First Board Meeting in February and No Later than the Last Day of School.
- Post presentation to district transparency site upon completion of presentation to the local board.

Suggested Template: While the information contained herein is required by statute (98b), this template is a suggested format and is not required to be used by local districts, schools, or buildings. Other formats containing the required information, as outlined in law, are acceptable for use.

Version: Buildings Serving Non K-8 Students

Building: C.O.O.R. Educational Center

Date: 11/6/2021

Table A: Building Goals that were established by September 15, 2021

Goal Category	Goal Related to Achievement or Growth as required by law (MCL 388.1698b)
Middle of the Year Academic Goal	All students (9-14) will improve performance in Mathematics as measured through progress monitoring.
End of the Year Academic Goal	All students (9-14) will improve performance in Mathematics as measured through progress monitoring.

Table B: Achievement Related to Academic Goals

Provide a narrative on progress toward meeting the goals outlined above.
<p>C.O.O.R. Educational Center provides services to students with disabilities through age 26. Teachers for students in grades 9-14 used progress monitoring to determine growth in mathematics and ELA based on IEP-related goals.</p> <p>29 students were assessed with the following results: 79% of students in grades 9-14 improved performance in ELA. 72% of students in grades 9-14 improved performance in Math.</p>

12. Public Participation- continued (if needed)

13. **Adjournment**