

C.O.O.R. ISD Board of Education Regular Meeting

Wednesday, June 8, 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.

3. **Adopt the Agenda**

4. **Department Updates**

-**Career & Technical Education Department**

-**Early Childhood Department**

-**ETA (Educational Technology Association)**

-**Instructional Services Department**

-**Special Education Department**

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

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BOARD OF EDUCATION

Dr. James Mangutz, D.D.S.
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Lyn Sperry,
Secretary

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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

To: Shawn Petri, Superintendent

From: Natalie Davis, CTE Director

Date: June 1, 2022

Subject: CTE Update

CTE Steering Committee:

Hopefully the board has something to approve for a long term lease agreement with Roscommon for the CTE expansion at this board meeting, as Shawn and Cathy Erickson have been working with our attorneys. Shawn signed the contract for Ed Hunt with Integrity Construction to be the construction manager of the project. Todd Seidell revised the plans to include an additional shop space, which will have to be Phase II based on rising prices. The construction plans will be available at the board meeting for all to review. We'll continue to work with the architect and construction manager so that we're able to break ground literally late summer or early fall.

We've set the date for a groundbreaking on June 3rd at 10:00 a.m. Local legislators have been invited, along with other dignitaries and local district representatives. Director Brian Pyles from the MDE Department of CTE will be attending, along with some of his staff.

Grants:

We still haven't heard anything back on the "Grow your own" grant to reimburse our teachers for their continuing education. It is anticipated that there will be additional funds available, so I will stay informed to see how we can continue to support our staff and local district CTE staff to become fully certified. This is the only other grant we have pending, and I received notification that the state was still in the review process for these funds.

Recruitment and Other:

We are wrapping up the school year with students by celebrating their accomplishments within the local school districts at their award ceremonies. This has been a great opportunity to showcase COOR and recognize CTE within the local communities.

Enrollment is looking very good for next year and our recruitment efforts have paid off:

Class	FHS	GHS	HLHS	MHS	OHHS	RHS	Total	Revised 5/12/22
Auto (RMS)	1	11	3	10	1	8	34	
Business/Entrepreneurship		0	4	0		2	6	
Construction Trades (Grayling)		9	1	0		2	12	
Cosmetology Year 1 (RMS)		4	4	2	6	5	21	
Cosmetology Year 2 (RMS)		0	2	0	1	3	6	
Education/Teacher Cadet		0	2	0		2	4	
Marketing/Social Media		2	1	0		1	4	
Medical Occupations Year 1 (RMS)		6	4	2		12	24	
Med Occ Year 2 (RMS)		0	4	0		0	4	
Public Safety (RMS)		4	1	2		3	10	
Rec Engines (RMS)		1	0	0		0	1	
Rec Engines (Mio)				15			15	
Welding Year 1 (HLHS)	2	4	9	0		0	15	
Welding Year 2 (HLHS)		0	8	0		0	8	
Total	3	41	43	31	8	38	164	
Students that need Algebra II			7					

Dean VanWormer represented COOR and our automotive program at the MI CareerQuest NE in Onaway on March 24th. I was able to take 44 students from Roscommon, and most of our districts sent students as well to this wonderful event that provided students with a “hands on” experience in the varied career pathways. We hope to take even more students next year and that the timing will be a bit earlier.

Dean will be supervising some of the camps this summer and we are excited about helping to recruit future students. Laura Percival with MI STEM network has organized a lot of exciting

opportunities for our students, including many of our CTE programs. [Summer Camps](#)
Otherwise, we will work over the summer to finalize rosters within Skyward and clean and possibly relocate some of our classrooms to accommodate some new equipment.



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Jared Socia,
 Director of Operations

Katie Keith,
 Early Childhood
 Supervisor

To: Shawn Petri, Superintendent

From: Katie Keith

Date: June 2022

Subject: Early Childhood Update

Great Start Collaborative:

The Roscommon County Community Foundation awarded the Great Start Collaborative and Parent Coalition \$2,800.00 to assist with the Talking is Teaching Little Libraries project. The Collaborative will partner with local parks and agencies to put up these little libraries where families can best utilize them. The purpose of these libraries is for families to have access to books and literacy and local agency information. The Collaborative and Parent Coalition are working with local and state grants to purchase little libraries to reach all 5 counties.

The Parent Coalition has started their Talking is Teaching literacy pop ups at local playgroups. Tammy promotes literacy and math education to families during these pop ups. She also does a read aloud and every family leaves with a book. Below are some pictures from our events.





Great Start Readiness Program:

Enrollment for GSRP has begun! There will be 20 classrooms again for 2022-23 with the goal of full enrollment in each classroom. Once the Governor's budget is signed, our allocated budget for 2022-23 will be released.

Rebekah and Katie are wrapping up year 1 of the grant with MiMTSS Technical Assistance Center and Surline GSRP classrooms. The leadership team is spending a day in Lansing to network with the teams across the state and finalize plans to continue to scale up starting in the fall.

Great Start to Quality:

Spring Stabilization Grant update:

- Of 174 eligible providers, 139 providers have applied (80%) for the spring grant
- For the state there were 4,856 providers who were eligible to receive a part of the total grant of \$198,83,242.50

A couple of Gaylord child care providers were affected by the tornado. We have been working with the state office to support extensions on their Star Ratings and scheduled Program Quality Assessments. I am happy to report that the state is very willing to work with these providers by offering them several flexible options, giving the providers control over the options and outcomes. We have also changed up our training efforts that were scheduled in Gaylord, instead of offering business class training we will be offering a customized Trauma training that focuses on the national disasters. There will be an option for the participants to about 4 weeks after the training to just touch base and reflect.



Educational Technology Association

Technology for Learning

June 2022 ETA Report

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

Tickets (ETA Wide):

- Current Open: 197
- Created this month: 1186

Trainings Provided

- Virtual Reality
- 3D Printer
- Data Collection
- Dash Robots
- Ed Tech Support Days
- PowerSchool Usergroup
- PowerScheduler
- Pupil Accounting

Updates:

- Chad Riffle, our Instructional Consultant has accepted another position as the Dean of Students at West Shore ESD. We have his job posted and six people have applied. We are going to hold interviews this month.
- Noah McGregor, our Mesick Computer Technician has accepted another job at the Traverse Bay Credit Union. Our Gateway to Success Technician is going to take over the Mesick job so we have a posting out for a Computer Technician for Gateway to Success.
- We were able to work with our vendor and E-Rate consultant to come up with a way to order our wireless project. Hopefully that equipment will come in soon so we can start to upgrade the wireless networks in Baldwin, Bear Lake, Caseman Academy, Gateway to Success, Kaleva Norman Dickson, Lake City, Manistee, Manton, Mason County Eastern, Mesick, Onekama, Pine River, Walkerville, Manistee ISD, West Shore ESD, and Wexford-Missaukee ISD

Proudly Serving the districts within the COOR ISD, Manistee ISD, West Shore ESD, and Wexford-Missaukee ISD

- Manton had an issue with their fiber on May 11th, Spectrum did not fix it until May 16th. We were extremely disappointed in their service and made them well aware of it. We did have Manton operational on our emergency backup AT&T Nighthawk routers but that only kept the main offices running.
- The Office of Civil Rights brought back the matter against Lake City's website that was not closed years ago. The good thing about this is that Lake City uses Apptegy as its website now and that is the same as many districts and ISDs we support. We were able to fix the few minor issues very quickly and the matter is now being recommended to be closed.
- The fiber hand hole in Manistee has been moved to make way for the new roundabout that is going in by the casino in July.
- All backups have been verified and tested. This month backup tests were run on Bear Lake, Manton, and West Shore ESD.
- Crawford AuSable School District reached out to us to talk about joining the ETA. We are still in the process of seeing if this is a good fit for them and us.
- We are continuing to fake phish our staff about once per month and are in the process of making a new training video for staff.



BOARD OF EDUCATION

To: Shawn Petri, Superintendent

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

From: Katie Fuelling

Nancy Persing,
Vice President

Date: June 3, 2022

Ian Faulkner,
Treasurer

Subject: Instructional Services Update

Lyn Sperry,
Secretary

Kara Mularz,
Trustee

Jim Gendernalik,
Trustee

Brie Molaison,
Trustee

31n Team:

The team is working with local school districts to wrap up whole child comprehensive assessments (trauma assessments) by assisting with the transition into a new school year. They are also finishing the planning for our TBRI Strategic Planning Training on June 15th-16th with district TBRI teams and administration.

ADMINISTRATION

Shawn Petri,
Superintendent

Katie Fuelling,
Director of
Instructional Services

Natalie Davis,
Director of Career &
Technical Education

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Somer Quinlan,
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Early Childhood
Supervisor

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).

Vision Work:

Katie is continuing her work with the superintendents, elementary principals, and instructional coaches to establish a vision for K-12 instructional services with identifying common district needs across the ISD along with a theory of action and action plan steps. The groups decided to create an Instructional Leadership Team with representation from each district on the team. The team will kick off this Fall with its first meeting.

Early Literacy:

The Early Literacy coaches, Grace Brown and Michelle Ewald, are wrapping up their work in the districts for the school year with finishing coaching cycles with grade level teams and/or individual teachers. They are also working with districts to provide professional development in June and back-to-school PD in August.



BOARD OF EDUCATION

To: Shawn Petri, Superintendent

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

From: Jill Radosta

Nancy Persing,
Vice President

Date: June, 2022

Ian Faulkner,
Treasurer

Subject: Special Education Update

Lyn Sperry,
Secretary

Consent Agenda

ADMINISTRATION

Shawn Petri,
Superintendent

Karen Walton-Ebnit -Speech Pathologist - LLC

Karen Walton-Ebnit will provide speech and language services for up to 24 hours per week at a rate of \$65.00 per hour for the 2022-2023 school year. The contract total amount not to exceed \$67,600.00.

Katie Fuelling,
Director of
Instructional Services

Keenan Therapeutics, P.C.

Keenan Therapeutics will provide physical therapy services to the school districts for up to 60 hours per week at a rate of \$66.00 per hour for the 2022-2023 school year. Gretchen Walsh and Denise York are physical therapist assistants who work under the supervision of Kevin Keenan, PA.

Natalie Davis,
Director of Career &
Technical Education

Jill Radosta,
Director of
Special Education

Memorandum Of Understanding (MOU)

MOU between the C.O.O.R. ISD and the Alternative Education Academy of Ogemaw County (AEAOC) for the purpose of the C.O.O.R. ISD providing a school social worker for two days per week. The AEAOC agrees to pay 0.4 fulltime equivalent (FTE) or two days of the school social worker's wage. The cost is \$35,387.77.

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

Jared Socia,
Director of Operations

Katie Keith,
Early Childhood
Supervisor

Teacher/Staff Appreciation Week

The staff at the CEC celebrated teacher appreciation week. The first week of June proved to be full of fun activities for all staff. A big thank you to Kiss Me Coffee for donating coffee and hot chocolate one morning. Also, a big thank you to the C.O.O.R. Administration team for donating donuts for all the staff.

ACES Day

On May 4th, the C.O.O.R. Educational Center celebrated ACES day! Since 1989, each May millions of school children all over the globe exercise simultaneously in a symbolic gesture of fitness and unity. This non-competitive program has been proven to be educational, motivational, and fun.

MI-Access

The annual state MI-Access testing has been completed for all of our students.

Future Proud Michigan Educator Grow Your Own Grant

We were informed by the Michigan Department of Education (MDE) that our application for a grant was accepted. The Grow Your Own grant is available to educators to help with the cost of tuition for those who are not yet qualified to be a teacher or who are looking to add an endorsement to their teaching certificate. We received \$13,365.00. This money will be used to pay tuition for Tracy Hendershott to complete courses towards her Michigan Teaching Certificate and Amber Larrison to complete courses to add the Autism Spectrum Disorder (ASD) endorsement to her teaching certificate. There is a phase 2 of the Grow Your Own grant that will be available and we plan on taking advantage of the opportunity.

General Supervision Monitoring

Brenda Vaughan-Ide attended the ISD Monitors Conference in Grand Rapids. Brenda received a lot of good information related to her role as compliance monitor and transition coordinator and special education.

The final report for the General Supervision Monitoring Grant has been submitted. Unfortunately, COVID set us back a little in our data. Our new application is due soon and we will be establishing goals for the upcoming year that will get us back on track with the department vision of improving outcomes for students.

Implicit Bias Training

Employees who work under a LARA professional certificate, need to complete an Implicit Bias Training Module in order to renew their license. This additional training is a mandate coming from the Department of Licensing and Regulatory Affairs (LARA) and the training must meet certain standards. Nicole Grace, Speech Pathologist, worked at obtaining a trainer who could provide our staff with this needed module. The training was made available to staff Friday, June 3rd. There were 43 staff members from C.O.O.R. ISD, Charlevoix-Emmet ISD and ISOCO RESA who participated. Thank you, Nicole, for getting this training together for our staff.

End of Another School Year

By the end of the second week of June, most of our school districts will be closed for the summer. Although it has been a great school year, it did come with many challenges for our special education staff who work in the school districts. Staff shortages and an increase in the number of referrals we have received through high school are just a couple of the challenges we have faced. Thank you, all special education staff, for all you do to help our students, families and districts. You have all stepped up to the plate to do what is needed to make everything work. Please know that your extra effort has not gone unnoticed. I am so proud to part of such an extraordinary team of people

Have a great summer break. Have fun but stay safe.

Respectfully submitted by

Jill Radosta, Director of Special Education

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: June 3, 2022

Everyone at ROOC is enjoying the warmer weather and all of the additional outdoor programming opportunities that it brings. Our partnership with MSU Extension and our health and wellness program have recently connected us with a Master Gardener with the Disability Network of Mid-Michigan. They will be assisting with the planning, planting and maintaining of a flower garden as well as a vegetable and herb garden. They will be providing our clients with hands-on instruction to develop the gardening skills to grow our own vegetables that can then be used for preparing healthy meals in our cooking class. In addition to gardening, cooking and exercising, we will also begin exploring the outdoors with the Nature Walk Series later this month.

In an effort to stay connected with our community, we continue to volunteer with different organizations weekly. This week, we volunteered with the Roscommon County United Way with preparing “Care Bags” including hygiene and cleaning products for families in need.

ROOC is a member of the Incompass Michigan Organization and will be attending their annual conference in Traverse City next week. The conference is a great opportunity to connect with members of other service providers throughout the state of Michigan that share our mission. The conference provides a networking opportunity as well as an agenda full of instructional sessions sharing valuable information to better serve our clients!



5. Public Budget Hearing on Proposed budget for 2022-23

Notice was given in local newspapers.

A. Present 2022-23 General Fund Budget
Including tax revenue at the following rates:
0.2971 General Operating Mills
0.7431 Special Education Mills

B. Public Participation for Budget Hearing

C. Set Tax Rate for 2022: To collect
summer property taxes levied upon
properties located within the
boundaries of Crawford AuSable
School District and Mio AuSable
School District and to collect
winter property taxes levied upon
properties located within the
boundaries of all other COOR ISD
school districts. (The L4029 form
shows both summer and winter).

15

Approve 2022 L-4029 forms showing
the following local taxes at the
following rates:

0.2506 allocated
0.0465 voted 2020

0.2971 total General Operating Mills

0.6271 voted 1968
0.1160 voted 2020

0.7431 total Special Education Mills

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized

Prepared by	Telephone Number	Title of Preparer	Date
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	15

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Instructions For Completing Form 614 (L-4029) 2022 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2022 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2021 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2021** permanently reduced rate can be found in column 7 of the **2021** Form L-4029. For operating millage approved by the voters after April 30, 2021, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2022 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2022 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2022. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2022 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2022 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2022 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2022. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2022 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2022. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

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Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized

Prepared by	Telephone Number	Title of Preparer	Date
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

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Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	17

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Instructions For Completing Form 614 (L-4029) 2022 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2022 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2021 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2021** permanently reduced rate can be found in column 7 of the **2021** Form L-4029. For operating millage approved by the voters after April 30, 2021, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2022 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2022 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2022. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2022 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2022 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2022 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2022. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2022 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2022. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

D. Approve Preliminary 2022-23
General Fund Budget as presented

20

GENERAL FUND
FISCAL YEAR ENDING JUNE 30, 2023
Proposed June 2022

Revenues & Expenditures	Audited FY 20/21	Amended FY 21/22	Preliminary FY 22/23	Proposed FY 22/23
Revenues				
Local Sources	1,021,659	996,080	1,022,900	1,023,800
State Sources	2,920,201	4,060,576	4,013,090	4,013,090
Federal Sources	611,346	652,951	604,726	628,122
Total Revenues	4,553,207	5,709,608	5,640,716	5,665,012
Incoming Transfers & Other Transactions	199,814	441,321	442,044	444,436
Total Revenues, Incoming Transfers, Other Transactions	4,753,021	6,150,929	6,082,760	6,109,448
Expenditures				
Intruction Expense				
Instruction - Added Needs	42,540	31,257	31,257	31,257
School Administrative	1,019,450	1,055,547	1,039,312	1,039,312
Support Services - Instructional Staff	317,444	611,866	796,366	766,978
Support Services - General Administration	601,278	597,155	607,772	613,232
Support Services - Business	11,172	8,948	8,948	8,948
Support Services - Operation & Maintenance	54,168	95,117	70,480	70,480
Support Services - Central	274,335	356,252	335,756	335,756
Support Services - Pupil	4,750	405,558	372,579	372,579
Total Expenditures	2,325,138	3,161,699	3,262,470	3,238,543
Outgoing Transfers & Other Transactions	2,086,637	2,841,636	2,709,863	2,709,863
TOTAL APPROPRIATED	4,411,775	6,003,335	5,972,333	5,948,406
EXCESS REVENUE (APPROPRIATED)	341,244	147,594	110,427	161,042
FUND BALANCE JULY 1	1,395,765	1,737,009	1,884,603	1,884,603
TOTAL FUND BALANCE JUNE 30	1,737,009	1,884,603	1,995,030	2,045,645

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, May 11, 2022

22

C.O.O.R. Intermediate School District
Board of Education - Regular Meeting
Wednesday, May 11, 2022 6:00 PM



Special Location:
Grayling High School
1135 N Old 27
Grayling, MI 49738

1. Call to order & Roll Call

President Mangutz called the meeting to order at 6:03 P.M. Superintendent Petri and President Mangutz thanked Superintendent Gluesing for hosting the meeting at Grayling High School. **Present:** Jim Gendernalik, Dr. Jim Mangutz, Brie Molaison, Nancy Persing, Lyn Sperry. **Absent:** Ian Faulkner and Kara Mularz. Present: 5, Absent: 2.

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.

3. Adopt the Agenda

Adopt the agenda as presented. This motion, made by Nancy Persing and seconded by Brie Molaison, Carried. (5-0, 2 absent)

4. Speech/Language Pathologists Presentation

Nicole Grace, MA CCC-SLP, shared information on the Speech-Language Pathologists that work for C.O.O.R. ISD. The group of eight SLPs have 96 years of combined experience. They are trained for a variety of situations, not just preschool language development, but they love working with kids and seeing the kids make progress. They travel between districts and juggle many tasks; their workload is more than just their caseload. They are happy to be working face-to-face therapy with students once again. They are quite often the first line of support for a student/family. They connect families to a wide variety of services they may need.

Our board members often don't get to see the ISD staff members in person, so they appreciated the presentation.

5. Department Updates

- Career & Technical Education Department
- Early Childhood Department
- Instructional Services Department
- Special Education Department
- R.O.O.C., Inc.
- Educational Technology Association (K12 ETA)

The board members are excited about the CTE groundbreaking ceremony at 10am on June 3rd. They asked about the steering committee. There was good feedback about the CTE exploration event at Grayling schools. Director Natalie Davis stated that they are willing to hold such an event at any of our local districts.

Laura Percival, North East MiSTEM Network Director, has organized seven summer camps for middle school students across the ISD and is also offering scholarships to some summer camps offered by 4-H and Kirtland Community College that have STEM-related topics. Superintendent Petri plans to assist Josh Meyer with the welding camp in August.

6. Resolution: Reauthorize an extended contract for three years as presented with the Alternative Educational Academy of Ogemaw County. Secretary Lyn Sperry read the full resolution.

Approve the resolution as attached. This motion, made by Nancy Persing and seconded by Lyn Sperry, Carried: Ian Faulkner: Absent, Kara Mularz: Absent, Jim Gendernalik: Yes, Jim Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes, Lyn Sperry: Yes
Yes: 5, No: 0, Absent: 2

Superintendent Petri has researched typical student growth for an alternative educational academy. He has been in regular contact with an MDE consultant to make sure we are collecting all the documentation they require throughout the year. There are currently about 143 students. Superintendent Petri attends their monthly board meetings and will be walking through the building regularly. He is willing to meet any board members there for their own tour. Graduation will be June 1st this year.

7. Public Participation

CASD Superintendent Gluesing thanked the board for traveling to Grayling.

8. Consent Agenda

Approve all items on the Consent Agenda. This motion, made by Brie Molaison and seconded by Lyn Sperry, Carried. (5-0, 2 absent) Ian Faulkner: Absent, Kara Mularz: Absent, Jim Gendernalik: Yes, Jim Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes, Lyn Sperry: Yes

8.A. Approve minutes of previous meeting on April 13, 2022

8.B. Approval of Bills for April 2022 totaling \$1,165,840.81

8.C. Approve Revenue & Expenditure Reports for April 2022
-CTE, General Fund, ROOC, and Special Education

8.D. Renew contract with North West Michigan Orientation & Mobility Services, LLC for 2022-23 (contract lists 2022-24)

8.E. Renew contract with Vision Consulting, LLC for 2022-23 (contract lists 2022-24)

8.F. Approve Personnel Contracts through June 30, 2023 for ROOC, Inc. staff:

- Stacey Barnes

- Lori Bowler

- Christina Maske

- Melinda Nagy

9. Action Items

9.A. Approve terms for Alternative Educational Academy of Ogemaw County Board of Directors:

Gail Hughey July 1, 2022 to June 30, 2023
Joe Perrera July 1, 2022 to June 30, 2024
Ben Doan July 1, 2022 to June 30, 2024
Lisa Bolen July 1, 2022 to June 30, 2025
Mark Berdan July 1, 2022 to June 30, 2025
(staggered terms for renewal)

Approve terms for Alternative Educational Academy of Ogemaw County Board of Directors as presented. This motion, made by Lyn Sperry and seconded by Brie Molaison, Carried. (5-0, 2 absent)

9.B. Approve payment to staff to run two classrooms this summer, the SCI classroom and one for students who qualify for extended school year (ESY) services this summer. This involves two teachers and eleven Para Educators.

Approve payment to staff to run two classrooms for students who qualify for extended school year services this summer. This motion, made by Nancy Persing and seconded by Lyn Sperry, Carried. (5-0, 2 absent) Ian Faulkner: Absent, Kara Mularz: Absent, Jim Gendernalik: Yes, Jim Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes, Lyn Sperry: Yes

Director of Special Education, Jill Radosta, explained the legal requirements that are met by a summer program for the SCI classroom. Students will be working on individualized goals. The COOR Educational center is ending a year-round calendar and transitioning back to a traditional school calendar for 2022-23.

9.C. Approve contract with School Psychological Services, PLLC for the 2022-23 school year. This motion, made by Nancy Persing and seconded by Brie Molaison, Carried. (5-0, 2 absent) Ian Faulkner: Absent, Kara Mularz: Absent, Jim Gendernalik: Yes, Jim Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes, Lyn Sperry: Yes

Director Jill Radosta stated that Jim Huiskens has performed valuable services for students.

9.D. Approve 2022-23 Calendar for ROOC, Inc. as presented. This motion, made by Brie Molaison and seconded by Lyn Sperry, Carried. (5-0, 2 absent) Ian Faulkner: Absent, Kara Mularz: Absent, Jim Gendernalik: Yes, Jim Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes, Lyn Sperry: Yes

9.E. Approve Alternative Educational Academy of Ogemaw County's 2022-23 calendar
This motion, made by Nancy Persing and seconded by Lyn Sperry, Carried. (5-0, 2
absent) Ian Faulkner: Absent, Kara Mularz: Absent, Jim Gendernalik: Yes, Jim Mangutz
DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes, Lyn Sperry: Yes

9.F. Approve Tentative Agreement and Salary Schedule with the CEA - COOR Educational
Association. This motion, made by Brie Molaison and seconded by Lyn Sperry, Carried.
(5-0, 2 absent) Ian Faulkner: Absent, Kara Mularz: Absent, Jim Gendernalik: Yes, Jim
Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes, Lyn Sperry: Yes

Superintendent Petri negotiates union member salaries annually. The negotiated amount
was a 3% increase with a 1% one-time off-scale bonus in November. They are also
looking at medical benefits. Administrators have had a good working relationship with
the unions.

9.G. Approve the transfer of Carrie Macko to Houghton Lake Community Schools as a
Business Manager employed by COOR ISD provided COOR ISD is able to find a
replacement. This motion, made by Lyn Sperry and seconded by Brie Molaison, Carried.
(5-0, 2 absent) Ian Faulkner: Absent, Kara Mularz: Absent, Jim Gendernalik: Yes, Jim
Mangutz DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes, Lyn Sperry: Yes

Local districts have needed financial services from our ISD. COOR ISD is also currently
providing accounting services for Mio AuSable Schools. HLCS had posted twice and was
unable to fill the position. The Director of Finance would potentially act as a mentor for
accounting staff at local districts.

9.H. Approve the posting of Director Finance for COOR ISD to oversee all financial
operations for the ISD and assist local schools and Business Managers as needed.
This motion, made by Jim Gendernalik and seconded by Nancy Persing, Carried. (5-0, 2
absent) Ian Faulkner: Absent, Kara Mularz: Absent, Jim Gendernalik: Yes, Jim Mangutz
DDS: Yes, Brie Molaison: Yes, Nancy Persing: Yes, Lyn Sperry: Yes

10. Information Items

-ISD-wide Board Dinner May 18th at 5:30 pm

-CTE Groundbreaking June 3rd at 10:00 am Legislators and State Representatives will be
in attendance. A group photo will be taken. Superintendent Petri has found a General
Contractor for the construction project.

- April Social Media Report Card

11. Superintendent's Report

-State budget: The State budget is still being discussed and negotiated. The House is
closest to the Governor's proposed budget, which is very healthy for schools.
Superintendent Petri will keep the Board informed.

-MSP (Michigan State Police) Safety Grant: Superintendent Petri is excited about the MSP grant in the amount of \$50,000. He thanked Carrie, Jared, and the team. We will be replacing door handles with grade 1 handles and class 1 locks as well as Nightlock security door stoppers and a PA system.

-Dean Transportation Contract (5yrs): Superintendent Petri is working on a five-year contract with Dean Transportation. They can pre-buy fuel to keep those costs down. Extending a contract with Dean seems to be the best option. Most of COOR ISD bus routes are very lengthy.

12. Communications

COOR received a letter from Thrun Law Firm. Roy Henley will be the ISD's representing attorney in place of Martha Marcero, who is retiring.

13. Public Participation- continued (None)

14. Adjournment

Adjourn the meeting. This motion, made by Lyn Sperry and seconded by Nancy Persing, Carried (5-0, 2 absent). Time: 7:22

Respectfully submitted,



Rebecca Socia,
Recording Secretary

Lyn Sperry,
Board Secretary

B. Approval of Bills for May 2022
totaling \$915,003.34

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A/P Check Register

Printed: 06/02/2022 9:06:10AM
 COOR ISD
 Check Date: 5/1/2022 to 5/31/2022

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total	
141422	MELISA AKERS	9152	05/31/2022	95990	(110.98)	0.00	(110.98)	
			Void by KLM on 6/1/2022					
16206	QUALITY INN & SUITES	9137	05/17/2022	99354	(292.00)	0.00	(292.00)	
			Void by KLM on 5/17/2022					
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	99	05/06/2022	99377	567.02	0.00	567.02	
141724	FIDELITY SECURITY LIFE INSURANCE COMPANY	99	05/06/2022	99378	169.26	0.00	169.26	
225	AFLAC	99	05/06/2022	99379	1,500.60	0.00	1,500.60	
141825	ALEXANDRA WEILER	308	05/06/2022	99380	50.00	0.00	50.00	
141619	ALLEGRA	308	05/06/2022	99381	647.48	0.00	647.48	
141797	AMANDA KUCHAREK	308	05/06/2022	99382	50.00	0.00	50.00	
141200	AMAZON CAPITAL SERVICES INC	308	05/06/2022	99383	3,078.88	0.00	3,078.88	
19598	AMBER LARRISON	308	05/06/2022	99384	974.62	0.00	974.62	
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	308	05/06/2022	99385	1,294.24	0.00	1,294.24	
141799	ANDREA RODRIGUEZ	308	05/06/2022	99386	50.00	0.00	50.00	
10605	AUDREY MCGEE	308	05/06/2022	99387	126.72	0.00	126.72	
11592	CARRIE MACKO	308	05/06/2022	99388	202.25	0.00	202.25	
2772	CDW GOVERNMENT INC	308	05/06/2022	99389	3,471.39	0.00	3,471.39	
8392	CHARLTON HESTON ACADEMY	308	05/06/2022	99390	62,469.71	0.00	62,469.71	
19631	CHRISTINA TAPPAN	308	05/06/2022	99391	319.81	0.00	319.81	
141698	COMPHEALTH MEDICAL STAFFING	308	05/06/2022	99392	15,357.63	0.00	15,357.63	
4100	CONSUMERS ENERGY PAYMENT CENTER	308	05/06/2022	99393	2,660.72	0.00	2,660.72	
4580	CRISIS PREVENTION INSTITUTE	308	05/06/2022	99394	245.94	0.00	245.94	
3270	CWMAIA	308	05/06/2022	99395	100.00	0.00	100.00	
11056	DESIREE LIPSKI	308	05/06/2022	99396	378.03	0.00	378.03	
141222	DUANE BILLS	308	05/06/2022	99397	1,710.54	0.00	1,710.54	
8420	EAST HIGGINS LAKE TRUE VALUE	308	05/06/2022	99398	329.10	0.00	329.10	
141703	ELENA ROTHNEY	308	05/06/2022	99399	39.36	0.00	39.36	
5812	EMERGENCY SERVICES OF HOUGHTON LAKE	308	05/06/2022	99400	2,706.90	0.00	2,706.90	
141793	EMILY R GORNO	308	05/06/2022	99401	50.00	0.00	50.00	
141724	FIDELITY SECURITY LIFE INSURANCE COMPANY	308	05/06/2022	99402	806.46	0.00	806.46	
6781	FRONTIER	308	05/06/2022	99403	69.14	0.00	69.14	
141860	FSU AUTOMOTIVE	308	05/06/2022	99404	20.00	0.00	20.00	
141783	GRACE BROWN	308	05/06/2022	99405	237.09	0.00	237.09	
7552	GRAYLING COOPERATIVE PRESCHOOL, INC.	308	05/06/2022	99406	52,357.33	0.00	52,357.33	
8791	HOUGHTON LAKE COMMUNITY SCHOOL	308	05/06/2022	99407	2,409.00	0.00	2,409.00	
8800	HOUGHTON LK UNITED METHODIST CHURCH PRESCHOOL	308	05/06/2022	99408	48,009.23	0.00	48,009.23	
141743	HULL BUILDING CENTER	308	05/06/2022	99409	113.43	0.00	113.43	
141861	INDEPENDENT CONSULTING LLC	308	05/06/2022	99410	250.00	0.00	250.00	
141807	JENNIFER D`AIGLE	308	05/06/2022	99411	50.00	0.00	50.00	
141203	JULIE BELL	308	05/06/2022	99412	101.19	0.00	101.19	
9950	KAPLAN EARLY LEARNING COMPANY	308	05/06/2022	99413	4,597.77	0.00	4,597.77	
141120	KAREN L POPE	308	05/06/2022	99414	42.84	0.00	42.84	
141667	KAREN WALTON EBNIT	308	05/06/2022	99415	4,977.50	0.00	4,977.50	
10030	KATIE KEITH	308	05/06/2022	99416	158.18	0.00	158.18	
10020	KEENAN THERAPEUTICS PC	308	05/06/2022	99417	9,835.16	0.00	9,835.16	
141492	KERRI SMITZ	308	05/06/2022	99418	121.10	0.00	121.10	
141429	KIMBERLY MURPHY	308	05/06/2022	99419	18.60	0.00	18.60	
141798	KRISTEN HAMP	308	05/06/2022	99420	50.00	0.00	50.00	
141781	KRISTEN KALTHOFF	308	05/06/2022	99421	60.10	0.00	60.10	

A/P Check Register

Printed: 06/02/2022 9:06:10AM

COOR ISD

Check Date: 5/1/2022 to 5/31/2022

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
141794	KRISTI STACHURSKI	308	05/06/2022	99422	50.00	0.00	50.00
141214	KRISTIN LUBS-EAGLE	308	05/06/2022	99423	528.00	0.00	528.00
11192	KURT LOLL	308	05/06/2022	99424	56.00	0.00	56.00
141796	LACEY LEHMAN	308	05/06/2022	99425	50.00	0.00	50.00
5155	LI'L WILLIES	308	05/06/2022	99426	115.00	0.00	115.00
18288	LYNDSAY SMOLARZ	308	05/06/2022	99427	110.93	0.00	110.93
141790	MARCI GALLOWAY	308	05/06/2022	99428	50.00	0.00	50.00
8099	MARIE HARRIS	308	05/06/2022	99429	40.00	0.00	40.00
141656	MARK A SLOANE DO PC	308	05/06/2022	99430	3,375.00	0.00	3,375.00
12039	MEDLER ELECTRIC CO	308	05/06/2022	99431	205.10	0.00	205.10
141795	MEGAN NICHOLS	308	05/06/2022	99432	50.00	0.00	50.00
3753	MICHELE COCHRANE	308	05/06/2022	99433	541.13	0.00	541.13
141775	MICHELLE EWALD	308	05/06/2022	99434	383.34	0.00	383.34
15351	MICHELLE PATTERSON	308	05/06/2022	99435	50.00	0.00	50.00
19836	NICOL TIMO	308	05/06/2022	99436	50.00	0.00	50.00
14631	NMCAA	308	05/06/2022	99437	7,957.26	0.00	7,957.26
141847	NORTHWEST EDUCATION SERVICES	308	05/06/2022	99438	4,407.32	0.00	4,407.32
14165	NUCRAFT METAL PRODUCTS	308	05/06/2022	99439	120.00	0.00	120.00
14880	OFFICE CENTRAL	308	05/06/2022	99440	603.98	0.00	603.98
141526	OGEMAW COUNTY TREASURER	308	05/06/2022	99441	1,508.99	0.00	1,508.99
15880	PITNEY BOWES INC	308	05/06/2022	99442	113.04	0.00	113.04
16250	QUILL CORP	308	05/06/2022	99443	103.00	0.00	103.00
141124	REBEKAH SEELow	308	05/06/2022	99444	479.29	0.00	479.29
19081	ROBERT J GORDON DOFAA-INS PLLC	308	05/06/2022	99445	24.00	0.00	24.00
7161	ROSCOMMON FOOD SERVICE	308	05/06/2022	99446	117.00	0.00	117.00
141583	SALONCENTRIC	308	05/06/2022	99447	1,094.24	0.00	1,094.24
2095	SARA GRIFFIN	308	05/06/2022	99448	50.00	0.00	50.00
141676	SCHOLASTIC BOOK CLUBS	308	05/06/2022	99449	1,987.62	0.00	1,987.62
17720	SCHOOL SPECIALTY LLC	308	05/06/2022	99450	308.24	0.00	308.24
141307	SNAP ON INDUSTRIAL	308	05/06/2022	99451	7,750.68	0.00	7,750.68
141649	STAPLES	308	05/06/2022	99452	58.46	0.00	58.46
8960	SUSANNA MIER	308	05/06/2022	99453	50.00	0.00	50.00
1415	TAMMY BAUDOUX	308	05/06/2022	99454	195.98	0.00	195.98
20152	TAMMY TYLER	308	05/06/2022	99455	506.19	0.00	506.19
7180	TERESA GERTISER	308	05/06/2022	99456	46.80	0.00	46.80
141511	THALMA HIBBARD	308	05/06/2022	99457	231.66	0.00	231.66
19800	THRUN LAW FIRM P.C.	308	05/06/2022	99458	110.00	0.00	110.00
141582	VISION CONSULTING LLC	308	05/06/2022	99459	1,822.80	0.00	1,822.80
20970	WASTE MANAGEMENT OF MI	308	05/06/2022	99460	117.02	0.00	117.02
4440	CRAWFORD AUSABLE SD	309	05/09/2022	99461	11,250.00	0.00	11,250.00
17670	SCHOLASTIC INC	309	05/09/2022	99462	6,324.01	0.00	6,324.01
13220	MICHIGAN STATE DISBURSEMENT UNIT	93	05/13/2022	99463	116.09	0.00	116.09
141729	THOMAS MCDONALD	93	05/13/2022	99464	483.69	0.00	483.69
20310	UNITED WAY OF ROSCOMMON COUNTY	93	05/13/2022	99465	2.00	0.00	2.00
141726	BLUE CROSS BLUE SHIELD OF MI	99	05/20/2022	99466	529.14	0.00	529.14
2045	BLUE CROSS BLUE SHIELD OF MI	99	05/20/2022	99467	811.71	0.00	811.71
141200	AMAZON CAPITAL SERVICES INC	310	05/20/2022	99468	7,994.30	0.00	7,994.30
551	AMERICAN RED CROSS TRAINING SERVICES	310	05/20/2022	99473	1,080.00	0.00	1,080.00
141876	AMY JOHNSON	310	05/20/2022	99474	486.72	0.00	486.72
141695	BAGMASTERS.COM	310	05/20/2022	99475	1,938.00	0.00	1,938.00
2554	BECKY BUNN	310	05/20/2022	99476	70.20	0.00	70.20
3020	BEECHWOOD COMMUNICATIONS	310	05/20/2022	99477	1,789.66	0.00	1,789.66
141726	BLUE CROSS BLUE SHIELD OF MI	310	05/20/2022	99478	2,627.04	0.00	2,627.04
141726	BLUE CROSS BLUE SHIELD OF MI	310	05/20/2022	99479	3,185.67	0.00	3,185.67

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A/P Check Register

Printed: 06/02/2022 9:06:10AM
 COOR ISD
 Check Date: 5/1/2022 to 5/31/2022

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
2045	BLUE CROSS BLUE SHIELD OF MI	310	05/20/2022	99480	70,448.10	0.00	70,448.10
2045	BLUE CROSS BLUE SHIELD OF MI	310	05/20/2022	99481	7,147.80	0.00	7,147.80
20535	BRENDA VAUGHAN-IDE	310	05/20/2022	99482	157.54	0.00	157.54
13830	BRIE MOLAISSON	310	05/20/2022	99483	30.00	0.00	30.00
2445	BROOKES PUBLISHING CO	310	05/20/2022	99484	8.50	0.00	8.50
2665	CAREERSAFE ONLINE	310	05/20/2022	99485	1,250.00	0.00	1,250.00
2750	CARF	310	05/20/2022	99486	995.00	0.00	995.00
141698	COMPHEALTH MEDICAL STAFFING	310	05/20/2022	99487	10,589.83	0.00	10,589.83
4400	CRAF CENTER	310	05/20/2022	99488	2,000.00	0.00	2,000.00
4470	CRWFD CNTY TRANSP AUTH	310	05/20/2022	99489	1,100.00	0.00	1,100.00
4860	DATA IMAGE SYSTEMS INC	310	05/20/2022	99490	537.00	0.00	537.00
141235	DEAN VANWORMER	310	05/20/2022	99491	53.40	0.00	53.40
5385	DTE ENERGY	310	05/20/2022	99492	1,441.22	0.00	1,441.22
141691	EMILY GUBANCSIK	310	05/20/2022	99493	24.57	0.00	24.57
141162	FAIRFIELD INN & SUITES	310	05/20/2022	99494	0.00	0.00	0.00
Void by KLM on 5/27/2022							
6115	FAIRVIEW EAGLE'S NEST PRESCHOOL	310	05/20/2022	99495	1,100.00	0.00	1,100.00
6781	FRONTIER	310	05/20/2022	99496	437.95	0.00	437.95
141697	FUN FIRST THERAPY	310	05/20/2022	99497	26,787.08	0.00	26,787.08
8346	HENRY OT SERVICE	310	05/20/2022	99498	134.92	0.00	134.92
141856	HOLLY HICKS	310	05/20/2022	99499	252.72	0.00	252.72
8791	HOUGHTON LAKE COMMUNITY SCHOOL	310	05/20/2022	99500	156,450.41	0.00	156,450.41
141459	Inacomp	310	05/20/2022	99501	4,374.00	0.00	4,374.00
11252	JEREMY LUNDY	310	05/20/2022	99502	387.40	0.00	387.40
141506	JOSH MEYER	310	05/20/2022	99503	98.28	0.00	98.28
141667	KAREN WALTON EBNIT	310	05/20/2022	99504	2,420.00	0.00	2,420.00
19892	KATHRYN TOONSTRA	310	05/20/2022	99505	73.71	0.00	73.71
141488	KATIE FUELLING	310	05/20/2022	99506	630.05	0.00	630.05
10020	KEENAN THERAPEUTICS PC	310	05/20/2022	99507	4,832.90	0.00	4,832.90
10250	KIRTLAND COMMUNITY COLLEGE	310	05/20/2022	99508	376.40	0.00	376.40
141813	K-LOG	310	05/20/2022	99509	417.26	0.00	417.26
141752	KRISTIN TENNEY-BLACKWELL	310	05/20/2022	99510	5,000.00	0.00	5,000.00
10690	LAKESHORE LEARNING MTL	310	05/20/2022	99511	3,388.06	0.00	3,388.06
141844	LANGUAGE LINE SERVICES INC	310	05/20/2022	99512	3.15	0.00	3.15
11219	LOVING GUIDANCE LLC	310	05/20/2022	99513	70.00	0.00	70.00
141719	LYN SPERRY	310	05/20/2022	99514	280.38	0.00	280.38
8099	MARIE HARRIS	310	05/20/2022	99515	20.00	0.00	20.00
141877	MARILYNN WATTERS	310	05/20/2022	99516	24.82	0.00	24.82
141288	MELANIE GREEN	310	05/20/2022	99517	491.40	0.00	491.40
141422	MELISA AKERS	310	05/20/2022	99518	151.85	0.00	151.85
3753	MICHELE COCHRANE	310	05/20/2022	99519	131.04	0.00	131.04
141870	MUSIC IS ELEMENTARY	310	05/20/2022	99520	152.32	0.00	152.32
15652	NANCY PERSING	310	05/20/2022	99521	30.00	0.00	30.00
141772	NATALIE DAVIS	310	05/20/2022	99522	424.31	0.00	424.31
14205	NCS PEARSON, INC.	310	05/20/2022	99523	181.53	0.00	181.53
141845	PAIGE PATTERSON	310	05/20/2022	99524	11.65	0.00	11.65
15720	PETTY CASH COOR	310	05/20/2022	99525	29.83	0.00	29.83
141828	PONDER DOOR	310	05/20/2022	99526	1,935.74	0.00	1,935.74
141263	PRESENCE LEARNING, INC.	310	05/20/2022	99527	2,064.00	0.00	2,064.00
141711	PURITY CYLINDER GASES INC	310	05/20/2022	99528	20,515.68	0.00	20,515.68
18430	REBECCA SOCIA	310	05/20/2022	99529	22.23	0.00	22.23
19081	ROBERT J GORDON DOFAA-INS PLLC	310	05/20/2022	99530	42.00	0.00	42.00
7160	ROSCOMMON AREA PUBLIC SCHOOLS BUSINESS OFFICE	310	05/20/2022	99531	2,900.00	0.00	2,900.00
17030	ROSCOMMON COUNTY TRANSPORTATION AU	310	05/20/2022	99532	2,316.00	0.00	30,316.00

A/P Check Register

Printed: 06/02/2022 9:06:10AM
 COOR ISD
 Check Date: 5/1/2022 to 5/31/2022

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
7161	ROSCOMMON FOOD SERVICE	310	05/20/2022	99533	3,910.93	0.00	3,910.93
16970	ROSCOMMON GLASS	310	05/20/2022	99534	3,932.73	0.00	3,932.73
141583	SALONCENTRIC	310	05/20/2022	99535	30.76	0.00	30.76
17880	SEHI COMPUTER PRODUCTS INC	310	05/20/2022	99536	2,067.00	0.00	2,067.00
141133	SHANNON REA	310	05/20/2022	99537	200.97	0.00	200.97
15685	SHAWN PETRI	310	05/20/2022	99538	83.69	0.00	83.69
18115	SHEFFIELD AUTOMOTIVE INC	310	05/20/2022	99539	2,467.72	0.00	2,467.72
18782	STATE OF MICHIGAN	310	05/20/2022	99541	833.77	0.00	833.77
1415	TAMMY BAUDOUX	310	05/20/2022	99542	402.03	0.00	402.03
141511	THALMA HIBBARD	310	05/20/2022	99543	304.20	0.00	304.20
141835	VICTORIA JENSEN	310	05/20/2022	99544	54.41	0.00	54.41
141582	VISION CONSULTING LLC	310	05/20/2022	99545	1,170.00	0.00	1,170.00
20900	WALMART BUSINESS CARD	310	05/20/2022	99546	63.96	0.00	63.96
21770	XEROX CORP	310	05/20/2022	99547	1,196.44	0.00	1,196.44
141696	SCOTT MENDEL	311	05/23/2022	99548	0.00	0.00	0.00
Void by KLM on 6/1/2022							
141162	FAIRFIELD INN & SUITES	312	05/25/2022	99549	231.00	0.00	231.00
20571	VERIZON WIRELESS	312	05/25/2022	99550	1,160.00	0.00	1,160.00
13220	MICHIGAN STATE DISBURSEMENT UNIT	93	05/27/2022	99551	116.09	0.00	116.09
141878	MIDLAND CREDIT MANAGEMENT INC	93	05/27/2022	99552	196.67	0.00	196.67
141729	THOMAS MCDONALD	93	05/27/2022	99553	483.69	0.00	483.69
19978	TSA CONSULTING GROUP INC	93	05/27/2022	99554	1,595.00	0.00	1,595.00
20310	UNITED WAY OF ROSCOMMON COUNTY	93	05/27/2022	99555	2.00	0.00	2.00
141103	ORS	94	05/06/2022	201705067	0.00	63,053.44	63,053.44
20245	US TREASURY	94	05/06/2022	201705070	0.00	346.48	346.48
141105	HEALTH EQUITY	94	05/13/2022	201705071	0.00	3,368.56	3,368.56
20245	US TREASURY	94	05/13/2022	201705072	0.00	35,170.71	35,170.71
141103	ORS	94	05/20/2022	201705073	0.00	63,981.83	63,981.83
20245	US TREASURY	96	05/20/2022	201705074	0.00	271.58	271.58
141105	HEALTH EQUITY	94	05/27/2022	201705075	0.00	3,368.56	3,368.56
20245	US TREASURY	94	05/27/2022	201705076	0.00	33,913.14	33,913.14
141106	MICHIGAN DEPT OF TREASURY	94	05/31/2022	201705078	0.00	11,383.55	11,383.55
141785	ORS UAAL	94	05/24/2022	201705079	0.00	48,311.61	48,311.61
141106	MICHIGAN DEPT OF TREASURY	94	05/31/2022	201705080	0.00	51.15	51.15
Report Totals					\$651,782.73	\$263,220.61	\$915,003.34

C. Approve Revenue & Expenditure
Reports for May 2022
-General Fund, Special Education,
Career Tech, and ROOC, Inc.

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COOR Intermediate School District				
ROOC				
Statement of Revenue & Expenditures				
5/31/2022				
Revenues	Current Budget	Year To Date- 5/31/2022	Encumbered Amount	Year to Date 5/31/2021
Northern Lakes	750,000	634,112	-	531,035
DHHS	45,000	35,110	-	36,039
Production	40,000	20,652	-	42,493
State Aid	56,404	36,144	-	35,994
Private	10,000	-	-	-
Donations	35,000	6,709	-	10,478
Interest	170	366	-	139
Snack Shack	-	-	-	11,000
Miscellaneous	500	5,781	-	679
Transfer from ROOC Unemployment	-	-	-	-
Total Revenues	937,074	738,875	-	667,856
General Administration	231,344	193,442	644	162,988
Operations & Maintenance	52,506	51,886	1,693	52,035
Activity Services	380,322	308,053	147	282,636
Support Employment Service	52,670	54,408	8	41,962
Production	47,397	37,251	1,815	51,042
Spencers	37,420	22,344	515	26,229
Respite	27,474	16,634	-	24,872
Transportation	53,402	41,089	-	16,536
Communications/Technology	5,822	450	-	64
Public Relations	998	1,846	-	11,410
Business	1,589	1,589	-	5,460
Total Expenditures	890,944	728,992	4,823	675,234
Current Change in Fund Balance		9,882		(7,379)

COOR Intermediate School District				
Special Education				
Statement of Revenue & Expenditures				
5/31/2022				
Revenues	Current Budget	Year To Date- 5/31/2022	Encumbered Amount	Year to Date 5/31/2021
Local Sources	3,127,772	3,136,003	-	3,055,100
State Sources	2,145,875	1,419,120	-	1,503,470
Federal Sources	2,515,080	208,747	-	575,248
Incoming Transfers	666,612	-	-	20,771
Total Revenues	8,455,339	4,763,870	-	5,154,589
Instruction - Added Needs	1,807,255	1,584,616	2,493	1,556,282
Support Services - Pupil	1,947,390	1,644,603	19,339	1,412,259
Support Services - Instruction Staff	437,814	405,810	2,495	465,439
Support Services - General Administrative	152,197	56,546	135	66,073
Support Services - School Administrative	254,857	213,010	9,739	161,485
Support Services - Business	23,286	23,731	245	26,200
Operations & Maintenance	189,005	172,303	15,353	144,347
Pupil Transportation Services	627,101	619,244	82,900	432,253
Support Services - Central	159,987	113,171	33	108,433
Support Services - Other	1,589	16,330	-	42,443
Outgoing Transfers	2,412,249	852,855	-	1,021,308
Total Expenditures	8,012,730	5,702,217	132,731	5,436,522
Current Change in Fund Balance		(938,347)		(281,933)

COOR Intermediate School District				
Career Tech				
Statement of Revenue & Expenditures				
5/31/2022				
Revenues	Current Budget	Year To Date- 5/31/2022	Encumbered Amount	Year to Date 5/31/2021
Local Sources	7,170	6,170	-	1,702
State Sources	1,441,149	850,526	-	465,007
Federal Sources	145,856	44,755	-	58,706
Incoming Transfers	220,705	208,000	-	92,250
Total Revenues	1,814,880	1,109,451	-	617,665
Basic Programs	317,336	239,715	3,814	106,266
Added Needs	-	-	-	-
Skilled Trades Initiative	535,714	47,258	79,223	-
Support Services - Pupil	153,305	130,316	870	71,650
Technology	1,033	3,445	7,328	-
General Administrative	313,183	335,987	4,910	161,296
Business	1,850	1,850	-	4,254
Repairs & Maintenance	30,888	4,456	-	25,564
Building Improvements	303,529	15,279	-	-
Outgoing Transfers	275,393	6,195	77,782	27,598
Total Expenditures	1,932,231	784,502	173,927	396,628
Current Change in Fund Balance		324,949		221,037

COOR Intermediate School District				
General Fund				
Statement of Revenue & Expenditures				
5/31/2022				
Revenues	Current Budget	Year To Date 5/31/2022	Encumbered Amount	Year to Date 5/31/2021
Local Sources	1,030,694	1,023,863	-	1,003,853
State Sources	4,025,962	2,506,207	-	2,290,852
Federal Sources	652,951	410,192	-	400,863
Incoming Transfers	441,321	193,548	-	147,641
Total Revenues	6,150,928	4,133,809	-	3,843,209
Added Needs	31,257	-	-	-
School Administrative	1,055,547	898,836	77,581	928,258
Support Services - Instruction	611,866	537,098	5,450	301,115
General Administration	597,155	681,156	1,334	642,930
Business	8,948	9,053	98	11,143
Operations & Maintenance	95,117	55,169	3,330	48,199
Central	267,743	215,109	1,065	206,444
31N Services	405,558	317,474	837	4,250
Pupil Accounting	88,509	83,410	32	56,302
Outgoing Transfers	2,841,636	1,671,355	320,631	1,532,669
Total Expenditures	6,003,336	4,468,660	410,358	3,731,311
		(334,851)		111,898

D. Approve contract renewals for administrators and non-union personnel from July 1, 2022 through June 30, 2024 unless listed otherwise:

Administrators:

1. Katie Fuelling, Director of Instructional Services
2. Katie Keith, Supervisor of Early Childhood
3. Jill Radosta, Director of Special Education
4. Jared Socia, Director of Operations
5. Somer Quinlan, Executive Director of R.O.O.C., Inc.
6. Dean VanWormer, Lead Teacher/Program Development Coordinator

E. Central Office Contracts:

1. Kimberly Murphy, Business Office Staff Accountant
2. Kimberly Murphy, Food Service Director
3. Rebekah Seelow, Early Childhood Supervisor, through June 30, 2023
4. Annmarie Spear, Early Literacy Coach, through June 30, 2023
5. Brent Cryderman, Consultant
6. Michelle Ewald, Early Literacy Coach, through June 30, 2023
7. Grace Brown, Early Literacy Coach, through June 30, 2023

F. Special Education Contracts:

1. Melisa Akers, C.O.O.R. Educational Center Principal
2. Kristin Eagle, Behavioral Health/MTSS Coordinator, through June 30, 2023
3. Teresa Gertiser, School Nurse, through June 30, 2023
4. Kerri Smitz, Employment Placement Specialist, through June 30, 2023
5. Brenda Vaughan-Ide, Student Services Coordinator, through June 30, 2023

G. Approve 2022-23 calendar for COOR
ISD's Career Tech Program.

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2022-2023



Roscommon Middle School (RAPS) Location: Auto,
Cosmetology, Medical Occupations, Public Safety,
Business, Marketing, Teacher Cadet
Houghton Lake High School (HLHS) Location: Welding

July '22

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August '22

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September '22

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October '22

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November '22

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December '22

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January '23

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February '23

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March '23

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April '23

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May '23

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June '23

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Aug 23	Teacher PD (8am-3pm)
Aug 24	Teacher PD (8am-3pm)
Aug 25	Teacher PD (8am-3pm)
Aug 30	First Day of CTE at RAPS

Sep 02	No School
Sep 05	No School- Labor Day
Sep 06	First Day of CTE HLHS

Oct 21	CTE Progress Reports
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Nov 15	No CTE at RAPS
Nov 24- 25	Thanksgiving Break

Dec 22-Jan 02	Winter Break
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Jan 03	School Resumes
Jan 16	No CTE at RAPS

Feb 17	No School
Feb 20	No School

Mar 23	CTE Progress Reports
Mar 24- Apr 03	Spring Break

Apr 04	School Resumes
Apr 07	No School
Apr 12	Teacher PD (8am-3pm)
Apr 13	Teacher PD (8am-3pm)

May 29	No School- Memorial Day
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Jun 09	Last Day of School
--------	--------------------

Student Days Per Site/Hours Per Day

RAPS: 179/2

HLHS: 178/4

www.coorisd.net/cte

(989) 275-9580

HL 21
RAPS 20

18

17

18

22

7
38

H. Approve restatement of Section 125 plan with Pelion Benefits, Inc. to meet new IRS standards

I. Renew contract with Karen Walton-Ebnit for Speech and Language Pathologist services (up to 24 hours per week) for the 2022-23 school year.

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Agreement between

C.O.O.R. INTERMEDIATE SCHOOL DISTRICT
and
Karen Walton Ebnit

July 1, 2022 through June 30, 2023

This agreement is made by and between the C.O.O.R. Intermediate School District (hereinafter called the Board) and Karen Walton-Ebnit (hereinafter called the Contractor/Speech Therapist) and supersedes any previous agreements between the parties hereto.

The Board and the Contractor agree to create a formal cooperative working relationship in order to provide Speech and Language Services.

The Contractor agrees to provide the following:

Provide speech and language services to students, teachers, administrators and parents. These services may include individual, classroom, and individual therapeutic or systemic consultation. This position is considered at risk for exposure to Hepatitis B and the Speech Therapist may come in contact with hazardous chemicals.

ESSENTIAL JOB FUNCTIONS

1. Follow all established policies, practices, and procedures in terms of duties and responsibilities of the position.
2. Provide services to all students on your caseload accord to what is written in the IEP/IFSP.
3. Complete necessary and appropriate evaluations and reports to support recommendations to IEP Teams relative to eligibility for Special Education and to support direct instruction for students assigned to their caseload.
4. Keep detail and accurate documentation (logs and notes) to allow the completion of required progress notes, and to support retention or dismissal of Speech and Language Services to the student and family (Part B & Part C)
5. Provide direct or support instruction as per the IEP/IFSP to improve the speech and language skills of the students and families.
6. Prepare for and participate in IEP/IFSP team meeting for all students and families on the caseload.
7. Meet all due dates with required paperwork of the position that include but not limited to REEDs, IEPs, IFSPs, Medicaid, evaluation reports, etc.

8. When applicable, be part of student assistance and family consultation teams.
9. Establish and maintain open communication with families, parents, staff, administration and outside agencies involved with the students.
10. Maintain a schedule within the assigned service area and keep district administration informed of the schedule. Keep work calendar up-to-date with all work activities.
11. Maintain accurate and up to date records to monitor progress in a manner consistent with State and Federal Law and as required by the intermediate school district and the local school district.
12. Physically capable of performing personal safety techniques, lifting and positioning students.
13. Maintain all licenses and professional development required for the position.

CRITICAL SKILLS / EXPERTISE / QUALIFICATIONS:

1. Master's Degree and the Certificate of Clinical Competence (CCC) from the American Speech-Language-Hearing Association (ASHA).
2. Ability to use a computer and assistive technology devices as necessary to complete job function.

REPORTS TO: Director of Special Education and/or District Special Education Coordinator

BILLABLE HOURS:

The Board agrees to contract with Karen Walton-Ebnit for up to 3 days a week and up to 24 hours per week at a rate of \$65.00 per hour for a period not to exceed 130 days (1040 hours) with the total amount not to exceed \$67,600.00. If additional hours beyond the contract are required, permission from the Director of Special Education and the school district must be obtained. Karen's placement during this contract will be Houghton Lake for their calendar year.

The contractor will submit a monthly invoice detailing the number of days and hours worked each day.

Mileage, if applicable, will be paid at the rate approved by the Internal Revenue Service for mileage incurred while traveling between the C.O.O.R. Intermediate School District Offices and/or the district school buildings when multiple locations are required during the same day. Mileage shall be included on the Contractor's monthly invoice that is submitted to the Director of Special Education.

The contractor will not receive any benefits not listed in this agreement.

Karen Walton-Ebnit will provide COOR ISD with a current copy of her liability policy. (Provided to the ISD December 2021)

Either party may terminate this agreement with written notification 30 (thirty) days prior to termination.

Karen Walton Ebnit

6/3/2022

Karen Walton Ebnit, CCC-SLP

Date

Shawn Petri/Superintendent

Date

J. Renew contract with Keenan
Therapeutics to provide physical
therapy services up to 60 hours/week
for the 2022-23 school year.

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**AGREEMENT BETWEEN
KEENAN THERAPEUTICS, P.C.
AND
C.O.O.R. INTERMEDIATE SCHOOL DISTRICT
Special Education Department**

This Agreement, made this 1st day of July, 2020, by and between **C.O.O.R Intermediate School District's Special Education Department** (hereinafter referred to as C.O.O.R.) and **Keenan Therapeutics, P.C.** (hereinafter referred to as Contractor).

WITNESSETH

Whereas, C.O.O.R. is engaged in the business of providing public education services and as part of that service requires physical therapy services to disabled students at the C.O.O.R. Education Center


Whereas, Contractor is engaged in the business of providing **PHYSICAL THERAPY SERVICES** from July 1, 2022 through June 20, 2024.

Whereas, Contractor agrees to perform said duties, as an independent contractor, pursuant to the terms and conditions set forth herein below:

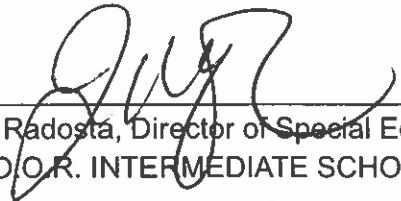
Now, therefore, for mutual covenants exchanged, it is agreed that:

1. **Services of Contractor:** to provide physical therapy services as defined by the Statute 340.1701a(m) and recommended by current individualized educational plans or specified by C.O.O.R. Intermediate School District to disabled students of C.O.O.R. Intermediate School district. Contractor shall not be held in a supervisory capacity for personnel or staff of C.O.O.R.. Contractor shall not be held in a supervisory capacity for parents, family or any other person involved in the care or education of students of C.O.O.R. Contractor shall be held harmless for any act or service performed by any party other than Contractor.
2. **Services of C.O.O.R.:** C.O.O.R. will provide necessary access to equipment and students to facilitate physical therapy.
3. **Payment of Services:** At a rate of \$66.00 per hour beginning July 1, 2022 and ending June 30, 2023 and \$67.00 per hour beginning July 1, 2023 and ending June 30, 2024, for up to 60 hours per week, including the cost of travel time and supervision provided by the Physical Therapist. Mileage to be paid at a rate allowed by the Internal Revenue Service from C.O.O.R. Intermediate School District offices to schools and return. Payment will be made the week following the presentation of the invoice.
4. **Independent Contractor:** Contractor is and shall remain an independent contractor bound by the provisions hereof. C.O.O.R. shall not withhold from Contractor's compensation any amounts for taxes or other items.

5. **C.O.O.R.:** Shall not hire or contract with any employee, former employee, or contractor of Keenan Therapeutics, P.C. for a period of one year following termination of this contract.
6. **Modifications:** No modifications of this Agreement shall be valid unless such modifications are in writing and signed by both parties hereto.
7. **Waiver:** No waiver of any provision of the Agreement shall be valid unless in writing by the person or party against whom charged.
8. This Agreement shall be subject to and governed by the laws of the State of Michigan.
9. The Contractor in performing this contract shall be an independent contractor and shall not be considered an employee of C.O.O.R. for any purpose whatsoever.
10. The Contractor Shall maintain general and professional liability insurance covering all services furnished by the Contractor pursuant to this agreement.
11. The Contractor shall provide C.O.O.R. with a copy of his current State of Michigan, Department of Community Health issued Physical Therapist license.
12. This Agreement may be terminated by either party with thirty (30) days written notice.



Kevin Keenan, President
KEENAN THERAPEUTICS, P.C. 6/2/22
Date



Jill Radosta, Director of Special Education
C.O.O.R. INTERMEDIATE SCHOOL DISTRICT 6/2/22
Date

Shawn Petri, Superintendent
C.O.O.R. INTERMEDIATE SCHOOL DISTRICT Date

K. Renew Memorandum of Understanding with Alternative Educational Academy of Ogemaw County for the purpose of providing a school social worker for two days per week through June 30, 2023

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Memorandum of Understanding (MOU)
between
C.O.O.R. Intermediate School District (COOR-ISD)
and
Ogemaw Alternative Education Academy

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, was entered into on July 1, 2022, by and between C.O.O.R. Intermediate School District, Inc residing at 11051 N. Cut River Rd., Roscommon, Michigan 48653 and Ogemaw Alternative Education Academy residing at 2479, South M-76, West Branch MI 48661

I. PARTIES INVOLVED & RESPONSIBILITIES

COOR ISD Contact Person: Jill Radosta, Director of Special Education
Email: radostaj@coorisd.net
Phone: (989) 275-9562
Address: P.O. Box 827; Roscommon MI 48653

Ogemaw Alternative Educational Academy Contact Person: Tina Williams, Director
Email: twilliams@ioscoresa.net
Phone: (989) 343-9070
Address: 2479 South M-76, West Branch MI 48661

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to provide a School Social Worker, hereto referred to as School Social Worker, for students with disabilities attending the Ogemaw Alternative Educational Academy.

OBJECTIVES

The Parties agree Ogemaw Alternative Educational Academy will cover the cost of a School Social Worker, for identified students. The School Social Worker will work up to a maximum of two (2) days per week beginning July 1, 2022, and ending on June 30, 2023.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the partnership through means of the following individual services.

SERVICE COOPERATION

The Ogemaw Alternative Educational Academy shall render and provide the following services that include:

- The Ogemaw Alternative Educational Academy agrees to reimburse the C.O.O.R. ISD one hundred percent (100%) of the School Social Worker’s wages including salary, fringe, and indirect costs (mileage), upon receipt of by-yearly billing statements from the C.O.O.R. ISD not to exceed \$35,387.77 for the 2022-2023 school year.
- All records required as part of this agreement and assure the same at all position levels for those positions which are assigned to this organization’s responsibility.

The C.O.O.R. Intermediate School District shall render and provide the following services that include:

- Hiring, supervision, and monitoring of the School Social Worker
- Provide two billing statements to the Ogemaw Alternative Education Academy for reimbursement at one hundred percent (100%) of the School Social Worker’s time.

II. TERMS OF UNDERSTANDING

The term of this MOU is for a period during 2022-2023 from the effective date of this agreement and may be extended upon a written mutual agreement. It shall be reviewed at a minimum every 30 days to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

Authorization

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

Superintendent
C.O.O.R. ISD

Date:

Tina Williams

6/2/2022

Director
OAEC

Date:

8. Action Items

A. Ratify contract with Integrity
Construction Services, LLC to act as
Construction Manager for the Career
Tech construction project

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 **AIA**® Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Sixteenth day of May in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

C.O.O.R. Intermediate School District
11051 N. Cut Rd.
Roscommon, MI 48653

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

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

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

Building Addition for C.O.O.R. ISD – Career Tech at Roscommon Middle School
299 W. Sunset Drive
Roscommon, MI 48653
Building expansion of approximately 13,670 SQFT. of new space.

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

Todd L. Seidell, Architect
114 N. Court Ave., Ste. 201
PO Box 2189
Gaylord, MI 49734

The Owner and Construction Manager 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 B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'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.")

Not Applicable

§ 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.)

Not Applicable

§ 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.)

The building expansion will consist of approximately 13,670 SQFT. of new space, consisting of large lab type spaces. The spaces will be two (2) new auto shop areas. One for cars and light duty trucks and one for larger diesel trucks. There will also be a machine shop and office area.

§ 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.)

\$2,500,000 - \$3,000,000

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

.1 Design phase milestone dates, if any:

Init.

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

The anticipated construction time is approximately 10-12 months +/-, after building permits are obtained.

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

Competitive bidding

§ 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.)

Not applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager 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 Construction Manager 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 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not applicable

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Mrs. Natalie Davis, CEPD Director/Principal
C.O.O.R. Intermediate School District
11051 N. Cut Rd.
P.O. Box 827
Roscommon, MI 48653

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

Init.

(List name, address, and other contact information.)

As the Board of Trustees directs and as otherwise required by law.

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

- .1 Land Surveyor:

- .2 Geotechnical Engineer:

- .3 Civil Engineer:

- .4 Contractors, as defined in Section 1.4:

- .5 Separate Contractors, as defined in Section 1.4:

- .6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:

(List name, address, and other contact information.)

Edmund L. Hunt, President/Manager
Integrity Construction Services, LLC
829 W. Main Street, Suite C
Gaylord, MI 49735

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:

(List any specific requirements and personnel to be included in the staffing plan, if known.)

- * A Project Manager – working out of the home office of Integrity Construction Services
- * A Site Superintendent – working out of the field office located at the building project site
- * Other office personnel as required to complete the CM's duties

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:

(List name, legal status, address, and other contact information of any consultants.)

Not applicable

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

Not applicable

Init.



§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager 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 Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the

Init.

Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager 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 Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) 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.

§ 2.8.3 The Construction Manager 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 2.8.1 and 2.8.2, 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.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability will be provided as required by law.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Zero Dollars and Zero Cents (\$ 0.00) per claim and Zero Dollars and Zero Cents (\$ 0.00) in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(List any items to be included that are not listed in Article 3 of E203-2013.)

Not applicable

Init.

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

Init.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

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§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager'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 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 Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to

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payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional 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, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager 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 of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager'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 Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal

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schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager 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>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	
§ 4.1.1.2 Tenant-related services	
§ 4.1.1.3 Commissioning	Basic Services to the extent identified in Section 3.3.23

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§ 4.1.1.4	Development of a commissioning plan	
§ 4.1.1.5	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	
§ 4.1.1.8	Assistance with site selection	
§ 4.1.1.9	Assistance with selection of the Architect	
§ 4.1.1.10	Furnish land survey	
§ 4.1.1.11	Furnish geotechnical engineering services	
§ 4.1.1.12	Provide insurance advice	
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	
§ 4.1.1.14	Stakeholder relationships management	
§ 4.1.1.15	Owner moving coordination	
§ 4.1.1.16	Coordination of Owner's Separate Contractors	
§ 4.1.1.17	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Furniture, furnishings and equipment to be provided by the Owner, with coordination of final installation by the Construction Manager.

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

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;

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- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish 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 update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and 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 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include 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.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager'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 as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager 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.

§ 5.11 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.

§ 5.12 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.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect 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 or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of 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. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 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 Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work 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 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright

Init.

owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager 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 Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual 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. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by 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. A request for mediation shall be made in writing, delivered to the other party to this Agreement, 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.

§ 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.)

Init.

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

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending

Init.



services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

To be mutually agreed upon by the Owner and the Construction Manager at the time of termination.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager 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, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior

Init.



to execution. The Construction Manager 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 Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager 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 Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

\$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents)

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Fixed lump sum fee of \$273,400.00 (Two Hundred Seventy-Three Thousand, Four Hundred Dollars and Zero Cents)

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

Init.

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

To be negotiated by the parties prior to performance of such services, taking into consideration the hourly rates identified in Section 11.5.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

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

Employee or Category	Rate (\$0.00)
Principal / Manager	\$110.00
Staff Estimator / Project Manager	\$85.00
Staff Site Superintendent	\$80.00
Clerical	\$45.00

§ 11.6 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .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 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus percent (%) of the expenses incurred.

Init.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.
(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

Unknown at time of execution

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) 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.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

5 % per annum. See MCL 438.31

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager 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 Construction Manager.

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

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

NOT USED

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this agreement.)

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[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

Exhibit A: Proposal dated May 4, 2022
Preliminary Floor Plan by Seidell Architects Labeled Sheet A1, dated 4/21/22

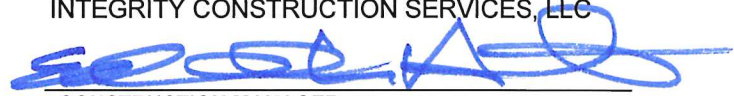
.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

C.O.O.R. INTERMEDIATE SCHOOL DISTRICT

INTEGRITY CONSTRUCTION SERVICES, LLC

OWNER (Signature)



CONSTRUCTION MANAGER (Signature)

Shawn Petri, Superintendent
(Printed name and title)

Edmund L. Hunt, President / Manager
(Printed name and title)

Init.

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DESIGN BUILD • CONSTRUCTION MANAGEMENT

829 W. Main Street, Suite C
Gaylord, Michigan 49735

Ph: (989) 705-1131
Fax: (989) 732-6102

May 4, 2022

C.O.O.R. ISD
Mrs. Natalie Davis
11051 N. Cut Rd.
PO Box 827
Roscommon, MI 48653

RE: Building Addition for C.O.O.R. ISD – Career Tech at Roscommon Middle School

Dear Mrs. Davis,

Thank you for the opportunity to submit our proposal for Construction Management services for the building additions at Roscommon Middle School for COOR ISD – Career Tech.

Integrity Construction Services is a Design/Build, Construction Management, and General Contracting firm specializing in commercial construction. We service all Northern Michigan with our office located in Gaylord, Michigan.

The name "Integrity" is not taken lightly. "Integrity" – honesty, reliability, sincerity. We take our name seriously. We are a company of knowledge and experience. Integrity Construction Services can help you in facilitating your project's construction needs.

Project Understanding and Scope

- Our understanding of the project is COOR Intermediate School District would like to expand Roscommon Middle School for their Career Tech programs.
- The building expansion will consist of approximately 13,670 SQFT. of new space.
- The building expansion will consist of large lab type spaces. The spaces will be two (2) new auto shop areas. One for cars and light duty trucks and one for larger diesel trucks. There will also be a machine shop and office area.
- The anticipated construction time is approximately 10-12 months +/-, after building permits are obtained.
- The Owner has retained Seidell Architects for their Architect on this project.
- The anticipated cost is \$2,500,000 - \$3,000,000 based on the construction type and square footage of additional space.

Services and Fees

Professional Design Team

For this project, the Owner has selected and engaged the Architectural firm of Seidell Architects to provide all preliminary designs and final construction drawings. Integrity Construction Services has successfully worked with Seidell Architects in the past and know them to be a quality firm who has proven to be a good fit working alongside of Integrity Construction Services. Seidell Architects would also provide the other required professional consultants for civil, structural, mechanical, electrical, and plumbing designs who have also worked successfully with Integrity Construction Services in the past.

Pre-construction Phase Services by Construction Manager

Integrity Construction Services puts a great deal of emphasis on solid, pre-construction analysis with Owner and Architect. Through thorough review and consideration of specifications and drawings, the most efficient and economical methods to complete the project without altering the integrity of the building can be determined, and materials available and time-tested to withstand northern Michigan's climate can be identified. These value engineering and material selection decisions begin immediately and continue throughout the duration of the project. The education and experience of our staff gives us a comprehensive knowledge of the building design process and detailing of construction drawings. This allows us to provide valuable input through the design and design development process with technical aspects of construction and constructability of the design, value engineering, construction costs, bidding, and schedules.

We will help maintain budget adherence during the design and pre-bidding stages of the project. A line-item budget estimate will be established early in the process and updated as necessary as the design development progresses. If we see during the design development the project budget being compromised, we will offer alternate solutions and value engineering suggestions to the design team for consideration.

Integrity Construction Services will also conduct a formal bidding process of all phases of the work required for this project. Once bids are received, we will conduct post bid interviews with the bidders, evaluate and recommend contractor selections to the owner based on bid results and the qualifications of the bidders.

Our services during the **pre-construction** phase:

- Manage and attend meetings with the Owner, Architect, and Engineers as required/requested.
- Review design, design development, construction drawings, and specifications with Owner, Architect and Engineers.
- Provide line-item budget estimates through the pre-construction process as required.
- Establish bid packages and write a scope of work for each phase of construction.
- Prepare written instructions to bidders.
- Conduct the formal bidding process for all phases of work.
- Help to answer questions and facilitate addenda's that may be required during the bidding process.
- Analyze bids, qualify, and clarify any discrepancies or questions.
- Meet with owner to go over all bid results and recommend which bids to accept.
- Submit plans and documents to authorities having jurisdiction for permitting, other than Bureau of Fire Services, which has to be submitted by the Architect.

Construction Phase Services by Construction Manager

Our services during the **construction** phase:

- Write and issue contracts to all contractors.
- Develop a critical path construction progress schedule for all contractors to follow.
- Administer shop drawing review of all aspects of the project.
- Compile all pay requests each month, obtain necessary waivers of lien, etc. and submit to the owner for payment.
- Coordinate any necessary field changes, change orders, etc. and keep the owner informed of all activities.
- Hold regular progress meetings with all contractors and distribute minutes of meetings to all interested parties.
- Provide a qualified jobsite superintendent to manage the construction activities.
- Work with the architect to provide a final punch list at project completion and coordinate with the contractors through completion of punch list.
- Facilitate training of any equipment operations with the Owners maintenance staff.
- Provide close-out documents and "as-built" drawings.

If selected for this project our project approach will be consistent with that of all our projects. We will provide "quality professional services," relieving you (the Owner) of the complexities of the building process and construction. We understand our role as your agent is to coordinate and control all aspects of your building project. Part of the service we provide is managing all the necessary communications whether it is between Contractor and Construction Manager, Architect and Construction Manager, or Owner and Construction Manager. The approach to managing these communications is by initiating and overseeing regular progress meetings with all pertinent parties. It is at these regular meetings the Owner is kept informed and involved in the day-to-day decisions that take place.

We also maintain an "open door" policy. If at any time the Owner, Architect, Engineer, or any contractor has any concerns or wants to meet on any issue, we will be available.

Fees

Integrity Construction Services proposes to provide the required Construction Management services for the fees as stated below:

<u>Pre-Construction Services Fee</u>	
Lump sum fee of	\$25,000
 <u>Construction Phase Services Fee</u>	
Lump sum fee of	\$273,400

EXHIBIT A - PROPOSAL LETTER

Construction Management Fee includes:

- All pre-construction and construction phase services.
- All Integrity Construction Services personnel, including project superintendent.
- All travel to and from jobsite
- Miscellaneous printing and reproductions, other than printing of final documents for bidding or permit purposes.
- Any postage, handling, and delivery of miscellaneous general correspondence.
- Coordination of general conditions.

Professional Design Team

Fees for Architect and Engineers are not part of this proposal and will be quoted directly from the Architect and would be a separate contract with the Owner.

Estimated General Conditions cannot be determined yet due to the scope not being totally defined. The line items we would expect are as follows:

Anticipated General Conditions

Insurance (Liability, Work Comp, Auto)	Included in CM Fee
Insurance (Builders Risk)	By Owner
Project Administration	Included in CM Fee
Permits.....	0
Special Inspections.....	0
Quality Control Testing (Soil compaction, Concrete)	0
Field Office	0
Temporary Barriers/Controls.....	0
Project Identification Signs.....	0
Temporary Utilities (Power, Gas, Water) connect to existing.....	0
Utility Connection Fees (Power and Gas Upgrade, if needed)	0
Construction Dumpsters	0
Temporary Toilets	0
Printing of Plans and Project Manuals.....	0
Construction Staking / Surveying.....	0
Temporary Heat (Heaters and Fuel)	0
Snow Removal.....	0
Final Cleaning.....	0
Jobsite fixed camera	0
Total Anticipated General Conditions (Reimbursable Expenses)	\$0.00

Note: These costs are reimbursable at cost of item with no additional markup.

If this proposal is acceptable to the Owner, Integrity Construction Services will prepare a contract for our services. We will use the AIA Document C132-2019 "Standard Form of Agreement Between Owner and Construction Manager as Advisor."

Closing

Integrity Construction Services is confident we have the experience and expertise necessary to provide you with the type of professional service you expect and deserve for your construction project. Consider the following bulleted strengths of Integrity Construction Services when making your final selection:

- Educated
- Experienced
- Knowledgeable
- Established Relationships with many Contractors in this region.
- Dedicated
- Proven Track Record
- Fair and Honest
- Integrity

We are interested in working with you and providing our professional construction management services. If you have any questions regarding this information, please do not hesitate to contact me.

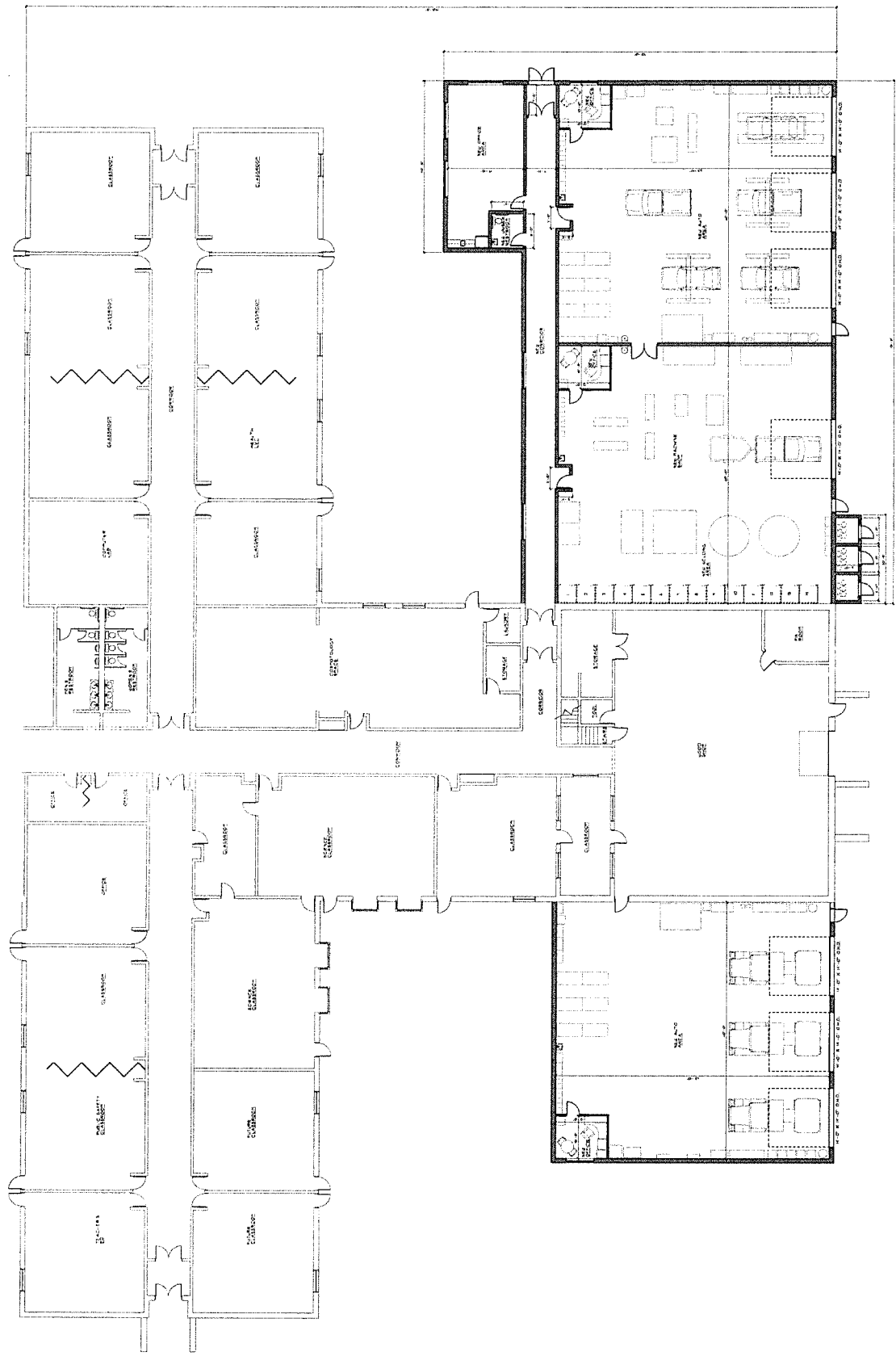
Sincerely,
INTEGRITY CONSTRUCTION SERVICES, LLC



Ed Hunt
President/Manager

AI
 22-00-05
 FLOOR PLAN
 2021.10.15.02

PROJECT	COOR ROSCOMON MIDDLE SCHOOL
CLIENT	NEW REMODEL AND ADDITION
LOCATION	10100 GARWOOD DR. ROSACOMON, IN 46373
ARCHITECT	AI ARCHITECTS 114 N. COMPTON AVE. SUITE 101 MOSCOW, IN 46538 PHONE (317) 234-1273 FAX (317) 234-8833
DATE	04/21/22
DESIGNED BY	T.L.S.
CHECKED BY	CLARENCE REVIEW
DATE	04/21/22
SCALE	AS SHOWN



B. Approve extension of contract with Dean Transportation to continue services for COOR Educational Center for five years, July 2022 to June 2027

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TRANSPORTATION SERVICE CONTRACT
BETWEEN
C.O.O.R. INTERMEDIATE SCHOOL DISTRICT
AND
DEAN TRANSPORTATION

DRAFT 02

CONTRACT FOR THE PERIOD OF
JULY 1, 2022 TO JUNE 30, 2027

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**C.O.O.R. INTERMEDIATE SCHOOL DISTRICT
TRANSPORTATION SERVICE AGREEMENT**

This AGREEMENT (the “Agreement”) is effective July 1, 2022 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 11051 N. Cut Road, Roscommon, Michigan 48653 (“District”), and Dean Transportation, a Michigan company, whose address is 4812 Aurelius Road, Lansing, MI 48910 (“Contractor”), the parties sometimes hereinafter referred to as a “Party” or the “Parties.”

ARTICLE I

TERM OF AGREEMENT

- 1.1. Term.** The initial term of the Agreement shall commence July 1, 2022 and shall continue through June 30, 2027. For purposes of the Agreement, the term “Contract Year” shall mean each one-year period commencing July 1 during the term of the Agreement.
- 1.2. Agreement Extension.** The parties shall meet no later than April 30, 2027, or as otherwise agreed to in writing by the parties, to consider the extension of the Contract.
- 1.3 Termination.** If the Parties do not mutually agree to an extension of this Agreement, the Agreement shall be terminated upon expiration of the Term or pursuant to Article X.

ARTICLE II

SERVICES

- 2.1. Incorporation of RFP.** The parties acknowledge the District’s use of a Request for Proposal, dated March 31, 2017 (“RFP”), regarding transportation services and the Contractor’s response to same, dated April 28, 2017 (“Response”). All terms, requirements and conditions of the RFP and Response are incorporated into this Agreement as if fully restated herein. In the event of any inconsistency between the RFP and the Response, the Response shall govern, so long as the

Response particularly identifies the existence and parameters of any inconsistency with the RFP. Except as set forth in the previous sentence, or as stated otherwise in this Agreement, in the event of any inconsistency between the RFP and the Response the Contractor shall be obligated to provide the greater quality or quantity of service.

2.2 Meaning of “Services.” “Services” to be provided by Contractor generally means all obligations and responsibilities of Contractor under the Contract, including Appendix A, and in particular includes actual safe, reliable, timely and efficient “to and from school” transportation of each and every pupil designated by District, as well as special trips, CBI trips, field trips, and any other transportation services requested by and authorized by District for center-based / special education/special needs students enrolled in a Participant’s schools (such students being described in this Contract as either “special education students” or “special needs students”). Services shall include all drivers, aides, and supervisors, and other required personnel necessary to accomplish the scope of Services, as set forth in Appendix A, in accordance with the standards of the Contract and all applicable legal requirements, whether current or enacted in the future. The District reserves the right at its discretion but without obligation to negotiate in the future with the Contractor for the provision of Maintenance, Vehicle Procurement, or as otherwise may be deemed beneficial by the District as it relates to the Contractor’s provision of the Services described in this Agreement.

Services shall be provided on school days and on other days designated by District. Services shall include all student transportation necessary for the District’s general education and special needs students with respect to home-to-school and building-to-building shuttles, school sponsored activities, field trips, school-related special events or excursions, or any other purpose designated by District and upon reasonable request, and when such other transportation does not

conflict with regular home-to-school or building-to-building shuttles, and if such other transportation does not require Contractor to utilize more vehicles than the District has requested to be dedicated to regular transportation service.

2.3. Additions, Changes and Deletions. Additions, changes and deletions to Services may be made at any time with the Parties' written approval. The Parties recognize that the operational parameters and underlying cost of drivers and employees for any such additional Service requests, to the extent they differ from the Contractor's Response, may require the negotiation of a new applicable billing rate and/or methodology to account for such. Any additions or changes to the Services (as defined) or deviations from the compensation schedule as set forth under Appendix B shall be addressed as set forth under section 13.3 "Modifications, Amendments, or Waivers" of the Agreement.

2.4. District's Right to Contract Separately. The District expressly retains the right to contract separately with other vendors for other transportation services not included within this Agreement.

ARTICLE III

ROUTING, SCHEDULING, AND STOPS

3.1. Routes, Schedules, and Stops. With the Contractor's assistance and written recommendations based upon computerized routing software, the District shall establish routes, schedules, and pick-up and drop-off stops in compliance with applicable legal requirements and policies. Schedules and stops for special needs students must conform to all applicable Individual Education Plan (I.E.P.) requirements, and the Contractor shall be invited to all transportation pertinent conferences (such as I.E.P. conferences).

3.2. Compliance with Plan. Contractor acknowledges that District, pursuant to its obligations under Section 1711 of the Revised School Code, as amended, and Rule 139 of the Special Education Code (R340.1839) has the right to review and monitor the delivery of the Services to insure their compliance with applicable legal requirements and the District Plan as defined in Section 12.4.

3.3. Routing Standards and Coordination. Contractor shall assist the District in establishing routes and schedules for the safety and convenience of students, and so as to deliver students within a reasonable time prior to the beginning of the various school programs, and so as to return students to their respective stops within a reasonable time after the close of the programs. Contractor shall coordinate with District routing and scheduling to assure that students are transported safely, efficiently and in a timely manner. Contractor shall perform the work diligently so as to assure adherence to the schedules, and Contractor assumes responsibility for timely delivery of students to school programs. At no time shall the Contractor office or garage be used as a depot for the transfer of students.

3.4. Changes in Established Routes or Stops. Subsequent to approval by District of routing, scheduling and stops, Contractor shall make no material changes thereto without prior notice to and receiving written approval from District. Approved changes to established routes, schedules or stops shall be implemented by Contractor as soon as possible after an approval or directive by District, ideally within three but no longer than five working days, unless another time frame is mutually agreed upon by all affected parties. This time frame shall not apply to any transportation requests resulting in the requirement to implement a new run, in which circumstance, Contractor and District shall discuss and establish the new run effective date to be communicated to parents.

3.5. Continuity of Drivers on Routes. Contractor acknowledges that it is in the best interest of students that the drivers become totally familiar with routes, drops and individual student requirements, and accordingly Contractor shall make an effort to assure continuity of drivers on specific routes.

3.6. Routing Information Availability. Contractor shall notify the parent or guardian of each student prior to the beginning of each school year, and prior to any subsequent change, of route, schedule, and stop locations and times for each student. Contractor shall maintain and promptly submit information relating to a route, schedule, or stop, as well as the names, birth dates, and impairment categories (if applicable) of the students receiving Services, their pick-up and drop-off times and locations, and the schools or programs to which they are transported..

3.7. Dispatch. Contractor shall ensure that:

- (a) An appropriate size and type of vehicle is assigned to each run each day.
- (b) The vehicle assigned to each run is in compliance with applicable legal and contractual maintenance requirements.
- (c) All runs are assigned to a driver who is available to drive them.
- (d) All runs are assigned to a driver who possesses all relevant endorsements or credentials needed to drive the type of vehicle assigned to that run and to transport the students assigned to that run.

3.8. Vehicle Breakdowns. In the event of a mechanical failure or breakdown of any vehicle while providing Services, Contractor shall respond as quickly as possible with a spare vehicle for transport of students to their destination in accordance with the Contract. In order to assure compliance with this obligation, The District shall maintain an adequate number of spare vehicles for its fleet.

3.9. School Schedule Changes and Charges. District shall receive a discount from the daily rate charge (as described in Appendix B Paragraph 8) on those days when the schools and classes are closed, or transportation services are suspended, to ensure the health and safety of pupils for the reason of inclement weather, or any other lawful reason, including instructional delivery shifts to distance learning that reduce or eliminate the anticipated need for transportation for periods of the regular school year or summer program,, provided that District has notified Contractor prior to the start of the affected run(s) on the day school is to be closed.

Contractor shall provide a one (1) hour response time to provide transportation services after oral notice of any instances in which school classes are canceled in the middle of a school day for reasons of emergency, inclement weather or other lawful reason. Similar response time shall be provided by Contractor in instances of delays in the beginning of school classes.

3.10. Option to Cancel. District shall have the option to cancel without charge any scheduled non-regular trip upon notification at least 24 hours prior to the time of the first scheduled student pick-up.

3.11. Family and Public Communications. Contractor shall promptly notify the District and work with the District to promptly, courteously, and appropriately address any complaint or concern brought to its attention by a parent, guardian or other party representing the interest of a student receiving Services. Contractor and District shall cooperate in maintaining a good public relations program with the community and news media so that any pertinent items affecting the Services or transportation of students can be brought to the attention of the public.

3.12 Riders. No persons other than students, supervisors, Company employees, District employees or authorized volunteers, or drivers in training are to ride on the vehicles without the prior written approval of an authorized District representative.

ARTICLE IV

EMPLOYEES, DRIVERS AND SUPERVISION

4.1. Meaning of “Drivers” and “Aides”. The term “drivers” wherever used in the Agreement means any person, whether permanent, temporary, trainee, or substitute, driving a vehicle in connection with this Transportation Services Agreement. The term “attendant” or “aide” wherever used in the Contract means any person, whether permanent, temporary, trainee, or substitute, whose duties are to assist the driver on a vehicle immediately before, during or after a work shift in monitoring a student’s behavioral/medical protocol as outlined under a student’s IEP or as requested by District Administration or one of its constituent districts in connection with the Transportation Services.

4.2. General Standard. When providing Services, Contractor shall utilize only drivers qualified and competent both in the operation of the vehicles they drive and in dealing with and handling students, including special needs students, with whom they will interact. Contractor and all of its drivers for this Agreement must meet and comply with all federal, state, and District standards, policies, regulations, codes and laws, including but not limited to transportation issues, privacy issues, student record issues and any other issues arising out of services provided under this Agreement. Drivers shall be screened, qualified, licensed, certified, trained initially and annually in special education transportation services, and successfully tested for on-road driver’s skills, all in accordance with the Contract, and applicable legal requirements, in particular the Pupil Transportation Act, Public Act 187 of 1990, as amended ("Pupil Transportation Act").

4.3. Pre-Employment Screening. Contractor shall develop and implement a pre-employment interview and/or screening program for all candidates for employment as drivers or any other personnel necessary to effectuate the terms of this Agreement. The screening program shall be

designed to identify those candidates who may be suitable for assignment to the various required Services. Contractor warrants and represents that it shall comply with all applicable state and federal laws in all respects, including but not limited to those precluding the hiring of illegal workers (such as the Immigration Reform and Control Act), and Contractor shall indemnify the District for all claims, damages, penalties, and interest, if any such laws are violated.

4.4. Licenses and Permits. Every driver must have and maintain a valid Commercial Driver's License, appropriate to the vehicle that is being driven, with a passenger endorsement as issued by the State of Michigan, together with any applicable Federal licensing requirements.

4.5. Driver Qualifications. Drivers shall meet and/or comply with applicable legal requirements. Contractor shall indemnify the District for all claims, damages, penalties, and interest, if such requirements are violated. Drivers will be subject to periodic review and screening by Contractor and District.

4.6. Health and Physical Requirements. Every driver shall be in good health and physical condition to provide Services. Drivers shall be given pre-employment and on-going physical examinations consistent with all applicable MDE, USDOT and Medical Review Officer (re)certification timeframes physical examinations. Each driver shall submit to Contractor and also carry when providing Services a physician's certificate of examination, all in accordance with applicable legal requirements, in particular the Pupil Transportation Act.

4.7. Background Checks. Contractor shall require all of its personnel to present themselves for fingerprinting at a location to be designated by District for the purpose of conducting, through the proper entity, both federal and state criminal background checks of all drivers and other aides who will be in contact with students, and a check of motor vehicle operation violations for drivers,

all in accordance with applicable legal requirements, in particular the Pupil Transportation Act and the Revised School Code. Each driver shall have a certified safe driving record and no felony conviction for drugs or child abuse or any other felony related to the safe transportation of children, whether or not associated with the operation of a motor vehicle, or conviction at any time of driving under the influence of alcoholic beverages. Contractor shall provide drivers known to it to have five (5) points or less on his/her driving record pursuant to the State of Michigan points system maintained by the Michigan Secretary of State. Contractor shall maintain copies of Secretary of State abstracts, conviction record transcripts and references on all drivers.

4.8. Safety Program. Contractor acknowledges that safety is a paramount concern of District, and accordingly, Contractor shall plan and implement a comprehensive safety program and shall ensure the availability of a qualified supervisory employee to conduct the program. The program shall include, but not be limited to, regularly scheduled safety meetings for drivers and aides, and at a minimum shall meet and/or comply with all applicable federal and state legal requirements.

4.9. Special Expertise. When a run requires transportation of students with special needs (such as special medical care), or when a vehicle or its equipment operation requires any special expertise (e.g., wheel chair lift or a transit type bus), all drivers transporting those students or operating those vehicles shall first demonstrate proficiency and/or complete special training relevant to those special requirements (e.g., all drivers or aides who will lift handicapped children must be physically capable of performing the required lifting). The District may also establish and require compliance with other requirements that are rationally related to the special services to be performed.

4.10. Driver Education and Continuing Education. Contractor shall ensure that every driver and driver supervisor shall have successfully completed the basic bus driver education program

and continuing education programs as required by the Michigan Department of Education and shall meet and/or comply with all applicable federal and state legal requirements.

4.11. Pre-Service and In-Service Training. Contractor shall provide the drivers at least 24 hours pre-service training and at least eight hours each year in-service training covering safety practices, procedures, law, and student care and discipline, which shall be successfully completed by drivers, in particular the following:

(a) Training under applicable legal requirements, in particular training required by the Michigan Department of Education to maintain the validity of the School Bus Drivers Certificate. (MDE Beginning School Bus Driver Curriculum for all new drivers; MDE Advanced School Bus Driver Curriculum every two years or as required under Michigan law.)

(b) Topics related to driving skills, behavioral problems, public relations with students, parents and school personnel, first aid, basic medical information, emergency procedures, student evacuation drills, including defensive driving, pre-trip procedures, accident procedures, etc.

(c) Training to meet District requirements in first aid, adult/child/infant Cardio Pulmonary Resuscitation, handling infectious diseases, blood borne pathogens, and behavior management.

(d) Specialized training as is necessary to prepare drivers or aides to serve special needs students. For example, Contractor shall coordinate with District to provide drivers and attendants training relevant to any specialized student IEP requirements when notified by District of such additional training.

(e) Company Policies and Procedures, District-approved Transportation Policies and Procedures, and any new procedures under applicable legal requirements, in particular the Pupil Transportation Act.

Contractor shall employ or subcontract with state-certified school bus trainers and examiners who will be available to meet the training, evaluation, and instructional needs of drivers providing Services.

4.12. Retraining. Contractor or District may require retraining after a preventable accident or incident or after driver's evaluation. A driver assigned such retraining may not continue to provide Services until such retraining has been successfully completed.

4.13. Drug Use Prohibition and Prevention. Drivers or aides shall not smoke, or possess, consume or be under influence of alcoholic beverages or controlled substances on vehicles while providing Services or prior to undertaking such duty within the time frames specified in applicable legal requirements, in particular the Pupil Transportation Act, or otherwise in the exercise of reasonable judgment. Contractor shall conduct or cause to be conducted tests under applicable legal requirements, or as may be additionally required by District, designed to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be administered to:

(a) All drivers, aides, and other similar employees prior to their assignment to provide Services.

(b) Any driver involved in an accident while providing Services but not absolved of fault at the scene of the accident by a Law Enforcement Officer.

(c) Any driver whom Contractor or District has reasonable cause to believe has reported to work, is providing Services or is otherwise on District property while under the influence of drugs or alcohol.

(d) Any driver selected for random drug and alcohol tests.

Accumulative results of such tests shall be the responsibility of Contractor, and shall be released to District annually as part of the required physical examination.

4.14. Contractor Transportation Director. Contractor shall provide an on-site, full-time experienced Transportation Director acceptable to District who shall be available to respond at all times routes are being run, and who shall be responsible for the performance of the Services with sufficient authority delegated by Contractor with respect to all matters relating to performance of Services.

4.15. Adequate Management and Supervision. Contractor shall be responsible for and ensure that its drivers and other employees are in compliance with the Agreement and applicable legal requirements, and Contractor shall provide adequate and sufficient management/supervisory staff to fulfill this responsibility. If Contractor has reason to believe that a driver or other employee is not in compliance with, or not conducting himself or herself, or not operating a vehicle, in accordance with applicable legal requirements, including the Pupil Transportation Act, Contractor shall promptly notify District and Contractor shall take all corrective or enforcement measures pursuant to applicable legal requirements, in particular the Pupil Transportation Act, and including notification of proper officials under applicable legal requirements.

4.16. Driver Assignments Subject to District Approval. Upon District request, subject to Contractor's rights as employer to control and direct its employees, Contractor shall consult with District concerning Contractor's continuing assignment of drivers or aides to provide Services.

(a) Any driver, attendant, aide or Contractor personnel deemed by District in its good faith determination to jeopardize the reputation of, or public support for, or confidence in, the provision of Services by Contractor shall be transferred by Contractor to functions other than Services. Such transfer, if based only on District determination, shall be without stigma or negative connotation.

(b) Contractor shall not enter into any collective bargaining agreement or other employee contract with any of its personnel which would in any way restrict District approval.

4.17 Environmental Concerns. The Contractor shall be responsible for any environmental contamination caused by the negligence or willful misconduct of its employees while performing, or in any way related to, the Services, but only to the extent such hazardous substances have been quantifiably demonstrated to exceed such levels prior to Contractor's occupation of District facilities or grounds.

4.18 Specific Duties/Responsibilities. Without limiting the breadth of this Agreement or the described scope of Services, it is expressly understood that Contractor will provide all of the Services identified in its Response to the extent they do not conflict with law or District policies.

ARTICLE V

STUDENT CARE, SUPERVISION AND DISCIPLINE

5.1. Contractor's Full Responsibility. Contractor shall be fully responsible for the care and supervision of students during their period of transportation, but with the support of applicable District staff for any student disciplinary matters. The transportation of a student shall be deemed to have begun when the student prepares to board the vehicle and shall be deemed to have ended when the student has completed alighting from the vehicle at a reasonably safe place in which to alight in view of the circumstances then prevailing.

5.2. School Bus Aides. If required or as otherwise requested by the District, Contractor shall employ and assign school bus aides based on the individual requirements of students, including as may be outlined in an applicable IEP. These aides are to be assigned because of the nature and/or severity of the special needs of the student, or may be assigned due to the age of the student, such as for pre-school students. School bus aides shall meet the training and other requirements set

forth in Article IV on DRIVERS AND SUPERVISION which are applicable to aides by reason of applicable legal requirements.

5.3. Student Discipline.

(a) Students during their period of transportation shall be under the direct authority, supervision and control of the driver of the vehicle as specified by applicable legal requirements, in particular Michigan Department of Education rules.

(b) Drivers are authorized and required to supervise and to control students during their period of transportation, but such authorization shall not include the right to administer corporal punishment, or the right to eject any offender.

(c) Contractor shall report to the District any incidents of misconduct by a student during a period of transportation and any corrective action taken. Except in extreme circumstances, or when it constitutes a danger, no student shall be suspended from Services without following the District's guidelines for suspension.

(d) Contractor shall assist with student discipline including attendance by drivers at parent/teacher/administrator conferences or appeals concerning transportation-related disciplinary problems.

ARTICLE VI

FACILITIES, VEHICLES, EQUIPMENT, AND FUEL

6.1. Facilities. Contractor shall store and dispatch the vehicles and equipment utilized for provision of Services from the District's transportation facilities for the purposes of providing the Services. The facilities shall be provided by the District at no cost to Contractor and shall include reasonable office space, restroom access, vehicle parking, vehicle plug-ins if necessary, snow removal, trash removal, access to the District Radio Tower and Base Station, district computers

and internet access, use of the phone system, and electrical / gas / water utility service, shop tools and large repair equipment (if Dean is requested in the future to provide maintenance services), and use of snow removal equipment.

6.2. Meaning of “Vehicles.” The term “vehicles,” wherever used in the Agreement means school buses or other appropriate vehicles utilized by Contractor to provide Services. Vehicles shall either be school buses or student transportation vehicles, as such terms are defined in the Michigan Vehicle Code and shall meet applicable legal requirements.

6.3. Vehicle Equipment. Vehicles shall be equipped as required by the Pupil Transportation Act and applicable passenger protection federal motor vehicle safety standards, and marked and painted in accordance with the specifications of Pupil Transportation Act. Vehicles shall be equipped with radio or cellular phone two-way communication and otherwise to comply with applicable legal requirements and to fulfill the requirements of the Agreement.

6.4. Vehicle Identification. The District shall maintain a list of vehicles to be used to provide Services, in accordance with Michigan Department of Education and other federal or state requirements. All vehicles must meet or exceed Michigan State Police standards.

If approved by the School Bus Inspection Unit of the Motor Carrier Division of the Michigan State Police, vehicles used as primary “home-to-school” run vehicles under this contract shall be identified in compliance with Section 33 of Public Act 187 of 1990, as amended, and shall be lettered on the sides, front and rear of each bus as allowed by law and agreed to by the District.

6.5. Vehicle Sufficiency. The District shall provide vehicles (including any necessary student adaptive equipment, such as wheel chair lifts, seatbelts, lap restraints, tie-downs, air conditioning, cameras (if installed at the discretion of the District), or other specialized transportation equipment) in sufficient number and type to efficiently transport all students for whom District

orders Services, including an adequate number of spare vehicles to ensure continuous service without interruption. Vehicles shall be of sufficient capacity to permit every student transported to be seated. In the event that the District elects to maintain a higher spare ratio than the 43% spare ratio operated as of the inception of this Contract, the Contractor shall have the right to adjust its rates accordingly for such increase in fleet size (i.e. for increases in fleet insurance.)

6.6. Vehicle Inspection. Contractor shall assist the District to ensure that vehicles are periodically inspected in accordance with the requirements of the Pupil Transportation Act, and shall not use vehicles for Services, except to the extent inspected and permitted pursuant to the requirements of the Pupil Transportation Act. Contractor shall promptly make any vehicle available to District at any time for inspection by District designee(s) and/or Michigan State Police Motor Carrier Division. In addition to the foregoing, the District shall have the right, but not the obligation, to inspect at any reasonable time any vehicles or equipment used in the provision of Services to ensure compliance with this Agreement.

6.7. Vehicle Maintenance. Vehicles will be maintained as set forth in the RFP, and District shall maintain all vehicles and equipment used for Services to meet all State and Federal Standards required for operation.

6.9. Fuel. Unless the District otherwise requires, the Contractor shall furnish all fuel to be used for Services. The parties may agree on a motor fuel adjustment in writing to account for the increase or decrease of motor fuel costs related to the performance of Services as outlined in Appendix B of this Agreement.

ARTICLE VII

RECORDS AND REPORTS

7.1. Special Format Operating Records. Contractor shall maintain and submit to the District, upon reasonable notice, operating records in a format approved by District, as follows:

(a) All information relating to routes and schedules, including the names, birth dates, and, if applicable, impairment categories of special needs students being transported under the Contract, their pick-up and drop-off locations, and the schools to which they are transported.

(b) All information relating to drivers, including for each driver, name, address, permit and license number, normal routing assignment, and normal vehicle assignment.

(c) All information relating to vehicles, including for each vehicle model, year, body type, odometer reading, and inspection and maintenance record.

7.2. Operating Records and Reports. Contractor shall promptly make available to the District any other operating records that District may request. Contractor shall prepare and submit to District such reports as may be reasonably requested by District, and shall prepare and submit to District the following reports:

(a) Final Cost Report.

(b) Mileage and Fuel Cost Reports (as required for MDE reporting)

(c) Payment Request (monthly) (i.e., account of number of times each run is made)

7.3. Data for State Filings. Contractor shall provide the data necessary for District to file all State of Michigan reports required for state funding, reporting, or otherwise, which may include but shall not necessarily be limited to the following:

(a) SM 4107 Bus Inventory;

(b) SE 4094 Transportation Expenditures; and

(c) SE 4159SL Regular and Special Education Logs.

7.4. Accident Reports. All accidents or incidents involving any District students, personnel, or property shall be orally reported immediately to the District. A written report shall be submitted to the District within 24 hours. Accident reports shall clearly provide at a minimum the following:

(a) Whether students were on the vehicle or loading or unloading from the vehicle at the time of the accident.

(b) Whether any identifiable injuries occurred and the names of the injured persons.

(c) The driver, location, involvement of other vehicles, and nature and extent of any property damage.

(d) Any accident and incident reports completed by Contractor's management or drivers.

(e) Name and badge number of the reporting law enforcement officer.

7.5. Police and State Reports. Contractor shall further obtain and provide to District any accident reports obtainable from law enforcement agencies as soon after the accident as they become available. Contractor shall also submit all required reports to the Michigan Department of Education and Michigan State Police Motor Carrier Division. An accident shall be defined as any incident in which there was any damage to any property, vehicle, and/or any injury to any person.

7.6 Parent Reports. Contractor shall provide a report to the District to be used to inform the parent or legal guardian of a student who was on a vehicle or loading or unloading from a vehicle at the time of an accident.

7.7. Consultations. Contractor shall consult with District upon request on routine organization and operation matters concerning Services, provided that such consultation does not disrupt Contractor's ability to perform the Services.

ARTICLE VIII
COMPENSATION

8.1. Compensation. District shall pay to Contractor for properly providing Services compensation in accordance with the terms of Appendix B. On or before the 20th day of each month, Contractor shall provide to District a detailed statement of charges for the previous month on such form as mutually agreed upon by District and Contractor. The statement of charges shall include, but shall not necessarily be limited to, mileage, fuel costs, and the number of type of runs made. District shall pay Contractor for such undisputed charges within 30 calendar days from the date the statement is received.

8.2. Contractor Responsibility for Costs. Contractor shall procure and/or pay at its expense all employee payroll expenses, supplies, driver licenses and certifications, permits, GPS, on-bus electronic Child Reminder System, fees or any other items necessary to provide the Services except for any permits, fees, taxes or other charges related to the equipment and/or facilities provided by the District, or unless otherwise agreed to in writing by District (such as the items to be provided by the District outlined in Section 6.1 of this Agreement.) Any use of District facilities or real property by Contractor may be subject to a Facilities Use Agreement at the discretion of District. The District shall assist Contractor in identifying available District or local district facilities, utilities, parking, snow removal, office space, internet connection, and use of phone system, but only for the specific purpose of Contractor’s provision of Services under this Contract and the specific requirements of which shall be provided for in an individual facilities use agreement between a participant and Contractor.

District shall provide reasonable support for any potential integration of District student data with the routing software, including access to any student address, daycare, school/program,

impairment, behavioral, medical or emergency contact data to the extent that such data might impact Contractor's ability to safely transport District students pursuant to the requirements of FERPA.

8.3. Material Changes in Services. In the event that Services materially change during the term of the Agreement, including any extensions or renewals, then at the request of either Party, the rate(s) of compensation payable under the Agreement shall be renegotiated in good faith.

ARTICLE IX

INDEMNIFICATION AND INSURANCE

9.1. Indemnification. Contractor shall hold harmless and indemnify District and its representatives, from all liability of every kind, and nature arising from accident, negligence, or any cause whatever that the District may suffer, including the costs of legal defense, by reason of injury to Contractor employees or District employees, and/or any injury to person or property sustained by any person, firm, or corporation, however caused by any act, neglect, default, or omission of Contractor, or by any person, firm, or corporation employed by Contractor acting directly or indirectly for Contractor, in connection with Contractor's performance under the Agreement. The indemnification provided herein shall in no way be utilized or triggered to have Contractor indemnify District for any losses, damages, claims, causes of action, liabilities, fees or costs of any kind or nature arising out of or related to the acts or omissions of District, including but not limited to District's own negligence.

To the extent permitted by law and acknowledging the representation of District that Michigan law prohibits District from granting an indemnification to Contractor and with full reservation of all governmental immunities and rights of District to challenge the enforceability of such indemnity clause contained in this subsection, District shall hold harmless, indemnify, or

cause to be reimbursed, Contractor from all losses, damages, claims, causes of action, liabilities, fees, and costs, of every kind and nature relating to (a) any injury to Contractor employees or Participant employees and (b) any injury to person or property sustained by any third party, either of which arises from any acts or omissions of District or its employees and agents in connection with this contract. The indemnification provided herein shall in no way be utilized or triggered to have District indemnify Contractor for any losses, damages, claims, causes of action, liabilities, fees or costs of any kind or nature arising out of or related to the acts or omissions of Contractor, including but not limited to Contractor's own negligence.

9.2. Types of Contractor Insurance. In addition to any other insurance coverage, limits, endorsements, and obligations required by the RFP and/or Response, Contractor shall obtain and maintain in full force and affect the following insurance covering all insurable risks associated with its obligations under the Agreement and insuring the interests of itself, the District and their respective representatives, generally of the following types and limits:

(a) Workers' Compensation Insurance for Contractor employees which meets Michigan statutory requirements.

(b) Comprehensive General Liability Insurance, covering actions, activities and performance of Contractor and its employees assigned under the Agreement; coverage to be broad form including contractual liability and not excluding sexual harassment and molestation; limits of coverage shall be no less than \$1 million per occurrence/\$ 2 million annual aggregate.

(c) Errors and Omissions and Professional Liability insurance on Contractor employees; limits of coverage shall be no less than \$1 million per occurrence/\$2 million annual aggregate.

(d) Comprehensive Automobile Liability Insurance (fleet vehicles, owned, hired, and non-owned).

- (i) Bodily injury: \$1 million each Person
\$1 million each occurrence
\$2 million Aggregate
- (ii) Property Damage: \$1 million each Occurrence
\$2 million Aggregate

(e) Umbrella Excess Liability (over Automobile)

- (i) Combined Bodily Injury and/or
Property Damage: \$9 million each Occurrence
- (ii) Combined Bodily Injury and/or
Property Damage: \$9 million aggregate

If during the Agreement term, changed conditions or other pertinent factors should in the reasonable judgment of District render inadequate the insurance limits, Contractor will furnish or request such additional coverage as may reasonably be required and available under the circumstances. The limits of coverage as may be agreed upon by the Parties shall not be construed as a limit on Contractor's potential liability to District.

9.3. Insurer Qualifications. The insurance must be effected under valid and enforceable policies, issued by insurers licensed and admitted to do business in Michigan and, which have an A.M. Best rating of at least "A", or pursuant to the requirements of the Michigan Department of Transportation and U.S. Department of Transportation for "For Hire" passenger carriers. Contractor's insurance carrier must be reputable and acceptable to District, but acceptance of any licensed qualifying carrier shall not be unreasonably withheld.

9.4. Evidence of Insurance. Insurance policies (excluding Workers Compensation) must name Contractor as the insured, and District and its employees as additional insureds, and shall not be cancelable, non-renewable, reduced or materially changed without at least (thirty) 30 days prior written notice to District. Contractor must submit a certificate(s) of the required insurance issued to District at the time Contractor executes the Agreement, and shall provide copies of the insurance policies upon request. Failure to request or obtain evidence of insurance shall not be construed as a waiver of Contractor's obligation to provide the required insurance.

ARTICLE X

REMEDIES INCLUDING TERMINATION

10.1. District Remedies. In addition to any other rights District may have, District shall have the right to declare Contractor in default and terminate the Contract if:

- (a) Contractor becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it.
- (b) Contractor shall abandon the Services.
- (c) Contractor shall refuse to proceed with the Services when and as directed by District.
- (d) Contractor shall assign, transfer, or otherwise convey the Contract other than as herein specified.
- (e) District shall be of the opinion that Contractor is or has been willfully, or in bad faith violating any of the provisions of the Contract.
- (f) Contractor or its agents, servants, or employees have violated any applicable legal requirements.
- (g) Services have been provided in a manner that imperils the safety of the passengers.

(h) Contractor is subject to liens due to non-payment of payroll taxes.

(i) Contractor fails to maintain vehicles in accordance with legal vehicle standards or in accordance with District's vehicle standards.

(j) Contractor fails to adhere to the routes, runs, and schedules approved by District.

(k) Contractor or its personnel have required licenses and/or permits revoked or such licenses and/or permits expire and are not renewed in a timely fashion.

10.2. Contractor Remedies. In addition to any other rights Contractor may have, Contractor shall have the right to declare District in default and terminate the Contract if:

(a) District ceases to exist as an entity, or the Consortium is disbanded, for any reason.

(b) Requests for Services fall below that level determined annually by agreement of the parties, on or before each anniversary of this Contract, as a minimum level of Services.

(c) District refuses to provide support and assistance, including aides, information services, or student disciplinary support contemplated by the Contract or otherwise made necessary by the requirements of the Contract, to allow Contractor to reasonably perform its obligations under the Contract.

(d) Contractor shall be of the opinion that District is or has been willfully, or in bad faith, violating any of the provisions of the Contract; including but not limited to, in bad faith withholding approvals or imposing directives where the Contract gives District authority to approve or direct.

(e) District or its agents, servants, or employees have violated any applicable legal requirements.

(f) District fails to make an undisputed payment to Contractor pursuant to the requirements of the Contract, and such non-payment is not cured within thirty (30) days after notice from Contractor to District.

10.3. District Remedy Procedure. District may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Agreement, provided that District shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice Contractor shall not have either corrected such failure or proceeded diligently to correct such failure, then District may, at its option, terminate the Agreement on the date specified in such notice.

10.4. Contractor Remedy Procedure. Contractor may terminate this Agreement for cause based upon the failure of District to comply with the terms and/or conditions of this Contract, provided that Contractor shall give District written notice specifying District's failure. If within thirty (30) days after receipt of such notice District shall not have either corrected such failure or proceeded diligently to correct such failure, then Contractor may, at its option, terminate the Agreement on the date specified in such notice.

10.5. Oversight. Contractor or District may call a meeting at any reasonable time to review the quality of Services or for any other issue that may arise under the Agreement.

10.6. Force Majeure. In the event and to the extent either Party is unable to perform its obligations under the Agreement because of circumstances outside of its reasonable control, which may include an act of nature, civil disturbance, fire, flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond such Party's control, such Party shall be excused from performance of the Agreement to the extent caused by such condition.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

11.1. Confirmation of Warranties and Representations. Contractor acknowledges and confirms the effectiveness and reliability of any representations, warranties and covenants expressed by Contractor in its Proposal.

11.2. Truth of Proposal and Reports. Contractor hereby warrants and represents to District that all information contained in its Response, and in any data or reports submitted to District, pursuant to or in preparation of the Agreement, is or shall be complete, true and correct.

11.3. Familiarity. Contractor warrants and represents that it is familiar with the local conditions, i.e., roads, weather, urban versus suburban versus rural, etc., under which the Services are to be performed. Contractor's fee is based upon personnel and equipment described in the RFP and Response and in accordance with local conditions without exception.

11.4. Binding Contract. Contractor warrants and represents that (i) it is a duly organized entity with full power and authority to enter into and perform the Agreement; (ii) all necessary approvals for the execution, delivery, and performance of the Agreement by Contractor have been obtained; (iii) the Agreement has been duly executed and delivered by Contractor; and (iv) the Agreement constitutes the legal and binding obligation of Contractor, enforceable in accordance with its terms.

11.5. General. Contractor agrees that its representations, warranties, and covenants shall survive the execution and delivery, and if appropriate, the termination of the Agreement.

ARTICLE XII

COMPLIANCE WITH LAWS AND PLAN

12.1. Meaning of "Applicable Legal Requirements". The term "applicable legal requirements" as used in the Agreement means all applicable federal, state and local laws, rules

and regulations, including all applicable policies and guidelines of the District’s Board of Education, as they particularly relate to, but not necessarily limited to, the following:

(a) The transportation of students to or from schools, school-related events, and extracurricular activities, including requirements as to students who must be offered Services, and persons other than students who may or may not be offered transportation services in vehicles with students.

(b) The equipping, condition and testing of school buses and other student transportation vehicles.

(c) The qualification, licensing, testing, screening, training, and manner of vehicle operation of drivers providing student transportation services, including but not limited to the Michigan Vehicle Code MCL 257.1 – 257.1877, and in particular, the Michigan Pupil Transportation Act, MCL 257.1801 – MCL 257.1877, and the Revised School Code, MCL 380.1 – 380.1853, and all regulations there under, including, but not limited to, the regulations of the Michigan Department of Education or its State Board of Education or Superintendent of Public Instruction, and the Michigan State Police, and the policies of the State Board of Education and the District’s Board of Education.

12.2. Familiarity with Applicable Legal Requirements. Contractor acknowledges that it is Contractor’s contractual and professional obligation to be fully familiar with all federal and state laws or regulations and local ordinances or any other governmental requirement with legal effect applicable to the Services or Contractor’s other obligations under the Agreement, all of which are referred to in the Agreement as “applicable legal requirements,” and Contractor warrants, represents and covenants that it is fully familiar with, and takes full responsibility for continuing familiarity, understanding and compliance with, applicable legal requirements.

12.3. Compliance with Applicable Legal Requirements. Contractor shall comply with all federal, state, and municipal laws and regulations bearing on the performance of the Agreement, as referred to throughout the Agreement as “applicable legal requirements,” including Family Educational Rights and Privacy Act (FERPA) requirements.

12.4. Compliance with Special Education Plan. The Parties shall comply with all provisions of the District’s special education plan. In the event any portion of the District plan relating to the provision of transportation services is being considered by the District for possible amendment, Contractor shall be notified and consulted. In the event any such provision is amended, and either the District or Contractor believes the amendment significantly affects the cost of providing Services, either Party shall have the right to renegotiate compensation which may be affected by the amendment. The District Plan (the “Plan”) for the Delivery of Special Education Programs and Services shall be considered by the Parties as a part of the Contract. In the event any portion of the Plan is deleted or amended and either District or Contractor believes the deletion or amendment significantly affects the cost of providing services under the Contract, either Party shall have the right to renegotiate compensation which may be affected.

12.5. Change in Applicable Legal Requirements. In the event that there is any change in applicable legal requirements requiring a material change in Services, then at the request of either Party, the rate(s) of compensation payable under the Agreement shall be renegotiated.

ARTICLE XIII

MISCELLANEOUS

13.1. Non-Assignability. Neither the Agreement nor any part of it shall be assigned or subcontracted by Contractor without the prior written consent of District.

13.2. Notices and Communications. All notices, requests, or other communications related to the Agreement shall be made in writing and may be given by personal delivery or depositing the same in the United States mail, postage prepaid, to the signatory on the Agreement, addressed as set forth in the beginning of the Agreement or a different representative as directed, in writing, by a Party.

13.3. Modifications, Amendments, or Waivers. Modifications, amendments, or waivers of any provision of the Agreement may only be made upon the written mutual consent of the Parties. Such modifications, amendments, or waivers shall be signed by the Parties, shall be added to the Agreement in the form of an Appendix, Attachment, Exhibit, Amendment or Waiver, and shall form an integral part of the understandings and agreements between the Parties and are as such a part of the Agreement.

13.4. Completeness of Agreement. The Agreement and any additional or supplementary documents incorporated herein by specific reference (specifically including, but not necessarily limited to, the RFP and Response) contain all the terms and conditions agreed upon by the Parties and no other agreement, oral or otherwise, regarding the subject matter of the Agreement, or any part thereof, shall have any validity or bind the Parties.

13.5. Waiver of Breach. The waiver by a Party of any breach of any provision of the Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

13.6. Severability. The terms and provisions of the Agreement are severable and in the event any of them shall be held to be invalid, the Agreement shall be interpreted as if such invalid term or provision were not part of the Agreement.

13.7. Attached Appendices. All of the attached appendices form an integral part of the understandings and agreements between the Parties and are as such a part of the Agreement.

13.8. No Discrimination. The Vendor and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

13.9. No Waiver of Defenses. Nothing contained in this Contract shall waive any defenses of **District** or the Participants, including without limitation the defense of governmental immunity.

13.10. No Third-Party Beneficiaries. Nothing contained in this Contract shall grant to any other individual or entity not a party to this Contract any rights or privileges under this Contract.

13.11. Contractor Not an Agent. Dean acknowledges that it is not a representative, official agent, partner, or employee of the **District** or any Participant.

13.12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

13.13. Counterparts. This Contract may be executed in multiple counterparts, each of which together shall be deemed to be one agreement.

C.O.O.R. INTERMEDIATE SCHOOL DISTRICT,

Dated: _____

By: _____

Its: _____

DEAN TRANSPORTATION, INC.,

Dated: _____

By: _____

Its: _____

APPENDIX A

SCOPE OF SERVICES

The Parties hereby agree that the Scope of Services requested of Contractor by District as of the date of this Appendix includes, but is not necessarily limited to, the following:

1. Contractor shall provide complete Special Education Transportation Services under the terms of this contract. Such Transportation Services shall include Special Needs Center-Based students who are required by I.E.P. to utilize dedicated Special Needs Center-Based Transportation Services or other special needs transportation services.
2. Contractor shall provide complete Special Needs Center-Based CBI and Field Trip transportation services to District under the terms of this contract, except those instances where CBI's have been developed and implemented to enhance a student's independent living skills by utilizing Transit Services. Contractor acknowledges that District expressly retains the right to contract separately with Contractor or other vendors for non-student or non-"home-to-school" Special Needs Center-Based transportation services.
3. Contractor shall provide Attendant/Aide services at the request and/or approval of District under the cost structure outlined for such services in Appendix B of this contract.
4. District may, at its sole discretion, ask Dean if Dean has Drivers or Attendants available for a given school day or period of time to provide in-building / classroom "Attendant" (e.g., para-pro type support) services between bus runs, in the event of extra staffing needs by District- or LEA-operated classrooms serving District students. If such services are requested by District and if Dean staff (drivers or attendants) are available between runs to provide such support, the terms and conditions of invoicing and rates applicable to Attendant Services under this contract shall be applicable, with the exception that a 50% over-time premium shall apply to the Variable Hourly portion of the charge **if** the combined Bus Run and Classroom Para-pro services provided by the affected Dean employee exceeds 40 hours in one week (Sunday through Saturday), unless otherwise agreed to in writing by the Parties.

The Parties agree pursuant to Article II Paragraph 2.3 that additions to and/or deletions from the Service must be agreed to in writing and subject to all other conditions of the Contract. Appendix A (Scope of Service) may be modified at any time pursuant to the conditions of the Contract.

**C.O.O.R. INTERMEDIATE
SCHOOL DISTRICT**

Dated: _____

By: _____

Its: _____

DEAN TRANSPORTATION, INC.

Dated: _____

By: _____

Its: _____

APPENDIX B

TRANSPORTATION COMPENSATION

CONDITIONS

1. Regular route charges shall be assessed on a Per Diem plus Variable Hourly operated basis.
2. The Per Diem base charge shall cover the first four (4) hours of service per day per Bus (and per Attendant if applicable) on regular routes.
3. The Variable Hourly charge for regular routes and attendant charges shall only apply to those hours in excess of the Per Diem base in Condition 2 of this Appendix. Variable Hours shall be calculated to the nearest 10th of an hour and shall be agreed to by November 1 by Contractor and the District. The measurement week used in determining the Variable Hours will be the October Transportation count week for school year runs, or the first full week in which all programs served by the transportation system are in full operation. The measurement week for summer runs shall be determined by the first full week in which all of a run’s programs are in regular session. The daily actual hours or the Per Diem Base of 4.0 hours, whichever is greater, shall be totaled for the week. The sum of those hours shall be divided by the number of actual run days for that week, and any hours in excess of the 4.0 hour Per Diem Base will be the Variable Hours for that run.

The Variable Hours shall remain at the agreed upon amount until such time changes occur that cause a 15 minute increase or decrease in the hours, or as measured by a billing period’s most representative service week in which all programs served by the transportation system are in full operation. The District shall have the right to review and discuss all run or route changes with Contractor.

By way of example:

Example A: A five (5) day per week Fall Run.

	Run Hours	Run Minutes	Convert to Decimal	Billable Run Hours
• Monday	4	15	4.3	4.3
• Tuesday	4	5	4.1	4.1
• Wednesday	3	45	3.8	4.0
• Thursday	4	30	4.5	4.5
• Friday	4	20	4.3	4.3
Total	19	115	21.0	21.2
			Run Days	5
			Average daily hours/run	4.2
			Minimum hours/run	4.0

Example A Daily Run Variable Hours	0.2
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Example B: A four (4) day per week Summer Run.

	Run Hours	Run Minutes	Convert to Decimal	Billable Run Hours
• Monday	3	50	3.8	4.0
• Tuesday	4	5	4.1	4.1
• Wednesday	4	0	4.0	4.0
• Thursday	4	15	4.3	4.3
• Friday	0	0	0.0	0.0
Total	15	70	16.2	16.4
			Run Days	4
			Average daily hours/run	4.1
			Minimum hours/run	4.0

Example B Daily Run Variable Hours	0.1
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4. Regular route bus hours shall be determined from the transportation facilities provided by District unless an alternate location is mutually agreed upon, and shall include fueling time if required to be performed mid-route due to the length of the route.
5. The charges for regular route buses transporting students from multiple school districts shall be prorated between those districts by the District.
6. Field trips, CBI trips, or other special trips shall be charged on an hourly basis. Contractor reserves the right to provide field trips or special trips at a reduced charge, or at no charge, at the discretion of Contractor (such as Special Olympics trips). Time calculations shall be determined as in Item 3, or by the marginal amount of time such trip adds to a bus already in service if less, including the time between the completion of the route and the commencement of the special trip in those instances where the time between when the bus would return to its normal storage location until the time the driver would need to begin a 10-minute safety pre-trip prior to departing the normal storage location is 40 minutes or less.
7. a. All Per Diem and Variable Hourly charges identified in Items 1 through 3 of the “CHARGES” section below shall increase July 1 of each contract year over the life of the Agreement as follows:

2022 – 23	Base Year
2023 – 24	2.75%
2024 – 25	2.75%
2025 – 26	2.75%
2026 – 27	2.75%

- b. The Fuel Adjustment Base Cost shall remain fixed for the duration of the contract.
8. Pursuant to Section 3.9 of this Contract, District shall receive a discount from the ordinary daily rate charge on those days when the schools and/or classes are closed, or transportation services are suspended, to ensure the health, security, and safety of pupils, for the reason of inclement weather, medical epidemic, state-declared emergency, or any other lawful reason, including instructional delivery shifts to distance learning that reduce or eliminate the anticipated need for transportation for periods of the regular school year or summer program.

The Parties collectively recognize that the Per Diem Billing Methodology utilized under this Contract affords District and the Contractor a simple mechanism to capture and spread the fixed costs of the Contractor's management, dispatching, route planning, staffing, training, vehicles, vehicle insurance, maintenance, facilities, insurance, technology & software, etc. evenly throughout District's school year for the convenience of invoicing and budgeting between District and the Contractor. While the transportation of School District students is the ultimate purpose of this Contract, the pricing covers myriad other requirements of the Contractor that occur regardless of whether student transportation occurs on a given day.

- a. **Standard Closures / Transportation Suspension.** District shall receive a **60% discount** from the Bus & Driver daily rate charges (*based on the average daily run hours for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period*) for the day or those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

The District shall receive an **85% discount** from the Bus Attendant daily rate charge (*based on the average daily run hours for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period*) for the day or those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

- b. **Extended Closures / Transportation Suspension.** If the closure period exceeds ten (10) scheduled school days and Dean is notified in advance by School District of such duration, so that the Contractor may preemptively reduce staffing and/or services as practical, then District shall receive a **65% discount** from the Bus & Driver daily rate charges (*based on the average daily run hours for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period*) on those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

The School District shall receive an **85% discount** from the Bus Attendant daily rate charge (*based on the average daily run hours for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period*) for the day or those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

- c. **Credit Back to District for Make-up Days.** If the combined in-session / operational service days (for which District is invoiced at regular rates) plus inclement weather / special closure days (for which a discounted fee was applied) exceeds a weighted average of 190.9 expected days for affected runs (including Summer Program days), the discounted rate fee for any such days above the expected days shall be credited back to District.

- d. Additionally, the Per Diem rate was calculated utilizing a system-wide average of academic year service days and summer runs equivalent to 190.9 average days per academic year run (e.g., 7 Academic Year runs at 184 days and 3 Summer Program runs at 16 days.) If there were a significant modification to the system as described in

Appendix A (e.g. 10% or more increase or decrease in overall system size), Dean and District may, by mutual agreement, adjust the base charges to reflect such cost changes.

9. In the event that there are significant, documented increases or decreases in the costs of providing transportation services under this Agreement, Contractor and the District may, by mutual agreement, adjust the base charges to reflect such cost changes.
10. The base Per Diem and Variable Hourly charges shall be adjusted relative to the per gallon cost of Ultra Low Sulfur Diesel fuel (net of federal and state taxes when permitted by state and federal law) inclusive of any fuel network administration fees or charges. The fuel adjustment shall increase or decrease the base transportation rates by \$0.30 per hour (for each hour of service) for each ten (10) cent per gallon increase or decrease in fuel costs, relative to the Benchmark Price Per Gallon below.

CHARGES (for Year 1 2022 – 23)

1. **BUS & DRIVER (REGULAR ROUTE BASE RATE CHARGE)**

	Per Diem	Variable Hourly
Bus & Driver Rate	\$303.21	\$41.26
On-bus 5-Camera Premium (Per Run)	\$2.63	

2. **IEP ATTENDANT (REGULAR ROUTE BASE RATE CHARGE)**

	Per Diem	Variable Hourly
Attendant Rate	\$104.52	\$26.13

This rate is for para-professional staff who are not expected to hold nursing or similar certifications. If, due to legislation or otherwise, attendants are required to have such certification, and the rate of pay is greater than for existing trained lay-persons a new rate may be added for such certified personnel.

3. **FIELD TRIPS, CBI TRIPS, OR OTHER SPECIAL TRIPS**

	Variable Hourly
Vehicle In-service Time (Loading / Unloading / Driving)	\$27.49
Waiting Time (if driver required to stay)	\$27.49
Over-time Rate (if applicable for “In-service” or “Wait” Time)	\$39.89

4. FUEL ADJUSTMENT BASE COST. Fixed Benchmark Price Per Gallon: \$3.75

Fuel Cost		Per Hour Adjustment
\$4.250	\$4.349	\$1.50
\$4.150	\$4.249	\$1.20
\$4.050	\$4.149	\$0.90
\$3.950	\$4.049	\$0.60
\$3.850	\$3.949	\$0.30
\$3.750	\$3.849	\$0.00
\$3.650	\$3.749	-\$0.30
\$3.550	\$3.649	-\$0.60
\$3.450	\$3.549	-\$0.90
\$3.350	\$3.449	-\$1.20
\$3.250	\$3.349	-\$1.50

The above table is not all-inclusive, but represents the range from \$0.50 less than the benchmark to \$0.50 more than the benchmark. Per Hour Adjustments would continue to increase or decrease consistent with the above methodology for fuel costs above or below the table range, respectively.

APPENDIX C

FERPA AND IDEA COMPLIANCE AGREEMENT

District requires any third party (other than as required by law) to whom student information is released for educational purposes sign the following agreement. Failure to sign will be interpreted as a failure to agree and student information will not be released. The third party in this agreement is Dean Transportation. (Referred to as the third party for purposes of this agreement.)

Student information is protected by the Family Educational Rights & Privacy Act (FERPA) and may also be protected by the Individuals with Disabilities Education Act (IDEA). By signing this agreement, the third party:

- Understands that pursuant to FERPA 34 CFR Part 99, Section 99.31(1)(i)(B), District and/or the LEA's shall provide the third party with any information regarding a student's IEP, medical condition, behavioral condition, physical limitations, adaptive equipment needed or used, and special health emergency instructions that might in any way impact the third party's ability to safely transport the student, or likewise, to communicate to emergency responders a student's needs in the event of an incident.
- Agrees that all student information including audio and video recordings of students in and around buses captured by on-bus technology is confidential and subject to FERPA and may be subject to IDEA.
- Specifies in the attached body of the agreement the specific educational purpose for which the student information is required.
- Agrees to use the student information provided for the specific, limited educational purpose and intent stated in this agreement. Any other use is prohibited.

- Agrees that District reserves the right to modify or limit the student information requested and that the student information provided a third party will be on a need-to-know basis specifically limited to the educational purpose of the contract.
- Agrees that no student information will be maintained, stored or kept on file (electronic or any other media) after the stated educational purpose has been fulfilled. Specifically, any and all student information is to be deleted from any electronic storage; paper copies or any other media are to be destroyed and notice of this destruction is to be sent to District. This includes any data in aggregate form if that aggregation requires the retention of individual student records.
- Agrees to limit the distribution of student information to only those employees who have a legitimate education need to access the information.
- Agrees that student information will not be re-disclosed to any other party without the prior knowledge and prior written consent of District.
- Agrees that any re-disclosure of student information will disqualify the disclosing party from receiving information in the future, and the third party under this compliance agreement, to whom the information was originally released, will indemnify the District against any and all liability (including but not limited to damages of any nature, attorney's fees and any and all legal costs) arising out of the third parties' use and disclosure of educational records and personally identifiable student information in violation of FERPA, IDEA or in violation of any other statutory or common law privacy rights.
- Agrees to keep a log of any and all persons who have accessed the student information and present this log to District upon demand.

APPENDIX D

CRIMINAL AND DRIVING BACKGROUND CHECK

The Revised School Code Sections 1230, 1230a and 1230g, MCL 380.1230, 380.1230a and 380.1230g, require that all school districts and intermediate school districts conduct a criminal history check through the Michigan Department of State Police ("MSP") on all persons offered employment by the board of education of a school district or intermediate school district or allowed to regularly and continuously work under contract at a school district or intermediate school district as that concept is defined in those Sections.

This Special Education Transportation Services Contract requires that Contractor develop and implement pre-employment interview and screening requirements for all candidates for employment as drivers and aides. Recognizing Dean Transportation, Inc. as the exclusive employer of personnel providing services under this Contract, and the District's statutory requirements under the Revised School Code, all persons who regularly and continuously work under this Contract shall satisfactorily complete a criminal background check to include a criminal history check through the MSP. Accordingly, the Parties agree that Contractor's requirements shall include, but not limited to:

1. Contractor's application procedure;
2. Contractor's candidates' submission to and passage of:
 - a. The MSP Internet Criminal History Access Tool (ICHAT);
 - b. Michigan Public Sex Offender Registry (PSOR);
 - c. Driving history;
 - d. Criminal history check through the MSP LEIN/AFIS system; and
 - e. District's review.

Once the candidate successfully completes the above requirements 1 and 2a-2c (as defined in part, but not limited to: no disqualifying criminal conviction, no disqualifying driving record, and no placement on PSOR) and the other requirements of this Contract (to include but not limited to: §§

4.2 - 4.7), Contractor will present to the District a list of candidates selected to provide services. The proposed candidates will then be required to obtain a fingerprint records check form from the District for fingerprinting at an agency to be designated by the District. After each candidate submits his/her fingerprints, each candidate will then return the form to the District where it will be maintained in the District's files and a copy will be forwarded to Contractor upon written request of the candidate. Contractor shall be responsible for all costs of the candidate's application procedure, criminal background and criminal history check, including fingerprinting.

The above described procedure shall be required of all persons selected to provide services under this Contract on a regular and continuous basis, as defined under the Revised School Code, MCL 380.1230(14)(e), notwithstanding any prior public education service or previous background and criminal history checks. Each Contractor candidate must successfully complete the criminal history check before that candidate is allowed to provide services under this Contract.

Contractor will maintain and provide to the District a current and complete list/roster of Contractor's qualified employees providing services under this Contract on or before September 1 of each Contract year, or upon District request. Contractor's employee list/roster shall include only those employees who have completed training, and successfully completed background and criminal history checks, to include the required steps Nos. 1 through 2a-2e above. Contractor's list/roster shall identify Contractor's employees and what Participant school district(s) the employee will be assigned. Contractor will provide written notification to the District whenever a new employee is assigned to provide services. The District reserves the right to reject a Contractor employee under the terms of this Contract or for any reason that is not unlawful.

COOR ISD Extension (Ver 2)
 (Drivers = Dean; Buses = Customer; Fuel = Dean; 5-Year Contract with Annual CPI Adjusted Pricing)

DISTRICT PROVIDES ALL BUSES		Annual Transportation Cost Estimate / Projections						
Dean Est. Annual Transportation Cost		Est. %	Contract Year 1 2022-2023	Contract Year 2 2023-2024	Contract Year 3 2024-2025	Contract Year 4 2025-2026	Contract Year 5 2026-2027	
ACADEMIC YEAR (Aug - June)	General Education [Home-to-School]	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
	Special Education [Home-to-School]	71.0%	\$ 514,280	\$ 528,423	\$ 542,954	\$ 557,886	\$ 573,227	
	School Bus Aides [IEP Spec Ed Attendant]	25.7%	\$ 186,250	\$ 191,372	\$ 196,635	\$ 202,042	\$ 207,598	
	School Bus Monitors [Gen Ed Attendant]	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
SUMMER (Jun - Aug)	General Education [Home-to-School]	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
	Special Education [Home-to-School]	2.0%	\$ 14,554	\$ 14,954	\$ 15,366	\$ 15,788	\$ 16,222	
	School Bus Aides [IEP Spec Ed Attendant]	0.7%	\$ 5,017	\$ 5,155	\$ 5,297	\$ 5,443	\$ 5,592	
	School Bus Monitors [Gen Ed Attendant]	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Field/Sports Trips (See Trip Data in Item 7)	0.5%	\$ 3,958	\$ 4,067	\$ 4,179	\$ 4,294	\$ 4,412		
TOTAL (Operations)	100%	\$ 724,060	\$ 743,971	\$ 764,430	\$ 785,452	\$ 807,052		
Fuel Adjust (\$2.98 v \$3.75 Benchmark)	N/A	\$ (21,414)	\$ (21,414)	\$ (21,414)	\$ (21,414)	\$ (21,414)		
TOTAL BILLED TO DISTRICT BY DEAN	100%	\$ 702,645	\$ 722,557	\$ 743,016	\$ 764,038	\$ 785,638		

Proposed Transportation Cost Structure		Contract Year 1 2022-2023	Contract Year 2 2023-2024	Contract Year 3 2024-2025	Contract Year 4 2025-2026	Contract Year 5 2026-2027
District Bus & Dean Driver Per Diem + Excess Hourly Rate Formula	+	\$303.21 Per Diem + \$41.26 Per Hour (> 4)	\$311.55 Per Diem + \$42.39 Per Hour (> 4)	\$320.12 Per Diem + \$43.56 Per Hour (> 4)	\$328.92 Per Diem + \$44.76 Per Hour (> 4)	\$337.97 Per Diem + \$45.99 Per Hour (> 4)
Field/Extra Curricular Trip Rate [Per Hour] (DISTRICT BUS)		\$27.49	\$28.25	\$29.03	\$29.83	\$30.65
Field/Extra Curricular OT Trip Rate [Per Hour] (DISTRICT BUS)		\$39.89	\$40.99	\$42.12	\$43.28	\$44.47
SE Aides Per Diem + Variable Hourly Rate Formula		\$104.52 Per Diem + \$26.13 Per Hour (> 4)	\$107.39 Per Diem + \$26.85 Per Hour (> 4)	\$110.34 Per Diem + \$27.59 Per Hour (> 4)	\$113.37 Per Diem + \$28.35 Per Hour (> 4)	\$116.49 Per Diem + \$29.13 Per Hour (> 4)
Solid State DVR Video Systems [5-Camera] PER DIEM / RUN		\$2.63	\$2.70	\$2.77	\$2.85	\$2.93
Zonar™ Live-Time GPS Systems (or Equivalent)		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Child Reminder Systems™ [or OEM System]		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
BUS & DRIVER (STANDARD DISCOUNT) versus Avg Run Cost: Inclement Weather, Run Closure, Remote Learning Discount		60%	60%	60%	60%	60%
BUS & DRIVER (EXTENDED DISCOUNT) versus Avg Run Cost: Inclement Weather, Run Closure, Remote Learning Discount		65%	65%	65%	65%	65%
ATTENDANT (STANDARD DISCOUNT) versus Avg Run Cost: Inclement Weather, Run Closure / Remote Learning Discount		85%	85%	85%	85%	85%
ATTENDANT (EXTENDED DISCOUNT) versus Avg Run Cost: Inclement Weather, Run Closure / Remote Learning Discount		85%	85%	85%	85%	85%
2013 FCC Radio Tower, Base Station & Service Agreement		DISTRICT	DISTRICT	DISTRICT	DISTRICT	DISTRICT
Office Space, Maintenance Facility, Parking, & All Utilities		DISTRICT	DISTRICT	DISTRICT	DISTRICT	DISTRICT
Route Planning Software [Annual Support \$ Fees]		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Dean Training Curriculum [Healthcare, CPI, Special Needs Awareness, Defensive Driving, CPR/First Aid, and Others]		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
District Facility Environmental Testing (Phase I, Phase II, BEA, Due Care Analysis, etc.) if required to determine transitional levels.		NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED
Fuel [Provided By 'District' or 'Included' in Price]		INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Fuel Benchmark Included (Per Gallon Net of Taxes)		\$3.75	\$3.75	\$3.75	\$3.75	\$3.75
Annual Contract CPI Increase [%]			2.75%	2.75%	2.75%	2.75%

INCLUDED IN PROJECTIONS
EXTRA

COST PROPOSAL VALID THROUGH JUNE 30, 2022
DEAN WOULD WELCOME FURTHER DISCUSSION REGARDING TIMELINE AND IMPLEMENTATION.

COOR ISD

Extension (Ver 2)

PROPOSAL COST & CONTRACT ASSUMPTIONS

Dean Transportation understands the following assumptions to be accurate. These assumptions are the primary cost drivers for this analysis. These assumptions and the corresponding pricing are respectfully submitted in good faith, subject to clarification and/or negotiation with the District as needed.

1. Pricing proposal based upon a 5-Year Contract, incorporating the assumptions contained within the Proposal with no Cancellation for Convenience or similar provisions (please refer to Sample Contract.)
2. Academic Year (based on RFP/Run Detail): 0 GE Run(s) and 7 SE Run(s) operating on a Net 184.0-day Acad. Year with 6 Aide(s)
3. Summer Program (based on RFP/Run Detail): 0 GE Run(s) and 3 SE Run(s) operating on a Net 16.0-day SU Program with 3 Aide(s)
4. A 4-Hour Daily Minimum is applied to all Home-To-School School Bus Runs and Aides.
5. Dean-provided school buses would be leased to District with vendor-managed X-plate registration through Michigan Department of State, as well as MDOT/USDOT markings for those buses authorized for non-school-related, bus charter support to community groups.
6. Annual cost projection assumes the run hours outlined on the attached "Run Detail" Spreadsheet and that the times represent 'gate-to-gate' only. Times provided by district should **NOT** include daily or trip minimums, or any driver pre-trip / post-trip / cleaning / fueling time to ensure there has been no duplication of
7. This Cost Estimate **INCLUDES** Field and Athletic Trips budgeted at:

Est. # of Athletic/Field Trips:	48	Est. Trip Hours:	144.0	Est. Trip Miles:	960
---------------------------------	----	------------------	-------	------------------	-----

8. Assumes a 10-bus Customer-provided fleet with an average age not materially exceeding 7.0 years and an estimated 14-year overall useful life. To-and-from school pricing includes a 42.9% spare vehicle ratio (and an approximately 42.9% spare ratio when including field trip buses).

Proposed # of SCHOOL BUSES to Maintain/Operate:

Regular Run Bus(es):	7	Spare%	
Run Spare(s):	3		42.9%
Special Trip/Athletic Spare(s):	0		0.0%
Total:	10	42.9%	

Bus Lettering	
RE Bus Beltline	COOR ISD
SE Bus Beltline	COOR ISD
Trip Bus Beltline	COOR ISD

Total: 10 42.9% <--- AVAILABILITY OF REPLACEMENT BUSES MAY BE LIMITED / DELAYED DUE TO SUPPLY CHAIN ISSUES

9. Analysis includes all management, maintenance staff, driving, attendant, and sub driver staff, as well as Dean's full management support.

Proposed ON-SITE DEAN Basic Staffing Levels:			
		Drivers:	8.00 (Includes 8 Dean Run & Sub Drivers)
		Attendants:	7.00 (Includes Run & Substitute Attendants)
Trans Coordinator:	1.00 FT		

10. Analysis **INCLUDES** Dean providing [AS PRIMARY] \$10,000,000 of liability insurance coverage, and Comp & Collision on all vehicles **OPERATED BY DEAN**.

11. Cost Estimates generally **INCLUDE** maintenance labor and repair parts for the school bus fleet, with the following assumptions, and as otherwise noted below:

With the District providing mechanics, this analysis assumes the district will provide ALL parts, fluids, and hand tools, etc. for vehicle repair, excluding personal hand tools utilized by Dean. Where District provides some or all of the school bus fleet, this analysis assumes District is responsible for (1) ALL major repairs for District vehicles beyond projected useful life, (2) fleet average age will not exceed Proposal assumptions, and (3) District will be responsible for maintenance, repairs and insurance of unnecessary spare vehicles exceeding stated proposal spare ratios.

Analysis assumes all Vehicles will pass MSP Inspection at time of transition, and that all known major/minor mechanical and bodywork defects have been repaired by District. District will **NOT** pay any additional cost for school bus repairs under this estimate, except as to any outstanding issues at time of transition.

Purchase price of fleet would only be reduced for: (1) Any remaining repairs required to meet MSP Inspection standards, or outstanding major/minor mechanical and bodywork defects not repaired by District prior to transition, or (2) Any vehicle information discrepancies, such as age, equipment status, mileage, that might have inadvertently been provided by District. *Please review Yellow Book Fleet Valuation proposal page to help ensure accuracy of fleet transition data.*

With the District providing the facility, analysis assumes the District will provide and maintain all facility infrastructure repair/maintenance, as well as all major repair tools, such as vehicle hoists, air compressor(s), fluid storage tank(s), gas / air / electrical distribution lines, etc.

12. Cost estimate assumes that **DISTRICT** will provide the following Infrastructure at no charge exclusively for the purpose of Dean's responsibilities under the Contract:

Facility Maintenance incl. Lift(s), Compressors, etc.	DISTRICT	PC(s) and Printer(s)	INCLUDED	Phone System	DISTRICT
Parking & Plug-ins (if required)	DISTRICT	Copier(s) & Copier Maintenance	INCLUDED	Internet Connection / Access	DISTRICT
All Utilities & Waste Removal for on-site Support	DISTRICT	Fax Machine(s) and/or Access to Fax	INCLUDED	1 Support Vehicles for Transportation Dept	INCLUDED
Custodial Support for Trans. Facility & Grounds	DISTRICT	Basic Office Supplies (e.g., paper, toner, etc.)	INCLUDED	Fuel for Transportation Staff Support Vehicles	INCLUDED
Snow Removal for Transportation Facility	DISTRICT	Office Furniture & Storage Cabinets	DISTRICT		

With respect to Facilities utilization, Dean's analysis includes the assumption that the District would retain the liability for any environmental contamination that may have occurred at its facilities prior to their utilization by a Vendor. Any indemnification of the District by Dean with respect to any subsequent contamination would be limited to that which is quantifiably attributable to Dean if no baseline testing is conducted by the District at transition.

13. Except where times are included in Run Detail, Cost Analysis does **NOT** include any existing Ambucab, Taxi Cab, Parochial Schools Funding, Parental Reimbursement, Transit Passes (if applicable), or Field/Sports Trips services that are currently chartered by District with third-party service providers.
14. Changes in bell times, pick-up/drop-off windows, calendars, ride times, or other system parameters could increase or decrease this estimate. Dean will work with the COOR ISD on these factors to maximize transportation efficiency. Dean would continue to work with District staff to evaluate bell-time, program placement and other efficiency recommendations for the COOR ISD Administration.
15. This cost analysis is based on the driver and attendant hours identified on the attached Run Detail Spreadsheet. This data is assumed **NOT** to include pre-trip / post-trip / fueling time. COOR ISD should review the Run Detail Spreadsheet to ensure an accurate analysis. If the Run Detail Spreadsheet is unrepresentative of the current system then this cost analysis could be over/understated.
16. Dean recognizes and respects the complexity of this type of analysis from the District's perspective, and we would welcome the opportunity to review this data with COOR ISD, as well as any additional data collection that might assist in determining the best transportation option(s).
17. Dean's pricing assumes no economic exchange (e.g., rent or lease charges for any district facilities or parking) for Dean's use of same. As such, under historical Michigan tax law interpretation, no property or real estate taxes would be payable on the District Office or Parking facilities. Dean further warrants that there are no facility/parking costs included in its rate structure for either District or District-supported community group transportation needs. Subsequent determination of a tax basis by municipality, county, or state could affect pricing, but Dean would work with District in good faith to minimize any financial impact.

COOR ISD**Extension (Ver 2)**

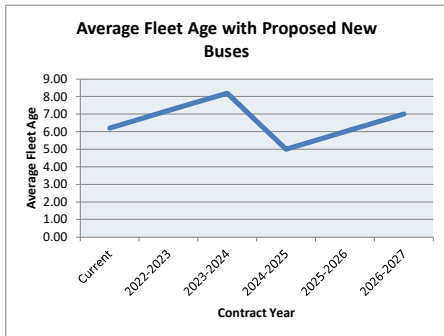
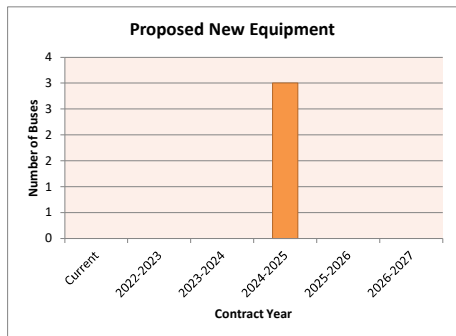
18. In the event that future implementation of the Patient Protection and Affordable Care Act (PPACA) materially impacts the costs related to the Transportation Services (i.e. PPACA-related costs that would pertain to either the District or Vendor, regardless of which provided the Transportation Services described in this RFP), Dean would work in good faith with the District to determine what if any level of pass-through of such costs is appropriate. We will continue to monitor this legislation and would welcome the opportunity to review this with the District. We are comfortable with the pricing that we have set forth in this proposal relative to the current interpretation of such requirements as of the date of this proposal.

OPTIONAL: FLEET PURCHASE BASED ON PRELIMINARY YELLOW BOOK FLEET VALUATION																				COOR ISD							
Dean will provide final pricing pending joint walk-through and mechanical inspection of the fleet.																											
2022 Yellow Book Valuation (\$)														Fleet Age / Est. Optional Vehicle Replacement ³													
Owner	Bus#	Year	Body	Chassis	Type	Status	Cap	Equ.	Air Brake	Lift	A/C	Video	Fuel	Base	Air Brake	Lift	A/C	Video	Est. Repairs	Total	Current	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
COOR	11-A	2011	14	THOMAS	15	FREIGHTLINER	C	S	72		X	X		D	\$ 13,600	\$ 1,000	\$ 2,000			TBD	\$ 16,600	2011	2011	2011	2025	2025	2025
COOR	11-B	2011	14	THOMAS	15	FREIGHTLINER	C	S	72		X	X		D	\$ 13,600	\$ 1,000	\$ 2,000			TBD	\$ 16,600	2011	2011	2011	2025	2025	2025
COOR	12-A	2011	14	THOMAS	15	FREIGHTLINER	C	R	72		X	X		D	\$ 13,600	\$ 1,000	\$ 2,000			TBD	\$ 16,600	2011	2011	2011	2025	2025	2025
COOR	14A	2014	14	THOMAS	15	FREIGHTLINER	C	S	48		X	X		D	\$ 24,200	\$ 1,500	\$ 2,500			TBD	\$ 28,200	2014	2014	2014	2014	2014	2014
COOR	15A	2016	14	THOMAS	15	FREIGHTLINER	C	R	54			X		D	\$ 32,700		\$ 3,000			TBD	\$ 35,700	2016	2016	2016	2016	2016	2016
COOR	16A	2017	14	THOMAS	15	FREIGHTLINER	C	R	54			X		D	\$ 37,600		\$ 3,000			TBD	\$ 40,600	2017	2017	2017	2017	2017	2017
COOR	17-A	2018	14	THOMAS	15	FREIGHTLINER	C	R	54			X		D	\$ 43,500		\$ 3,500			TBD	\$ 47,000	2018	2018	2018	2018	2018	2018
COOR	18-A	2019	14	THOMAS	15	FREIGHTLINER	C	R	54			X		D	\$ 49,400		\$ 4,000			TBD	\$ 53,400	2019	2019	2019	2019	2019	2019
COOR	19-A	2020	14	THOMAS	15	FREIGHTLINER	C	R	71		X	X	?	D	\$ 59,800	\$ 2,500	\$ 4,000			TBD	\$ 66,300	2020	2020	2020	2020	2020	2020
COOR	20-A	2021	14	THOMAS	15	FREIGHTLINER	C	R	71		X	X	?	D	\$ 68,900	\$ 2,500	\$ 4,000			TBD	\$ 75,400	2021	2021	2021	2021	2021	2021
				#/NA		#/NA														TBD	\$ -	0	0	0	0	0	0
Sub Total \$																				396,400	2015.8	2015.8	2015.8	2020.0	2020.0	2020.0	
Less: Repairs Reviewed with District \$																				-	6.20	7.20	8.20	5.00	6.00	7.00	
Less: Adjustment for 2022 Yellow Book \$																				-							
0.0%																											
Count 10 Vehicles																				***Estimated Fleet Purchase Price (Contractor Owned Proposal) \$396,400							
																				ESTIMATED NEW BUS CUMULATIVE							
																				0	0	3	3	3			

Please Note:

- (1) Bus Pricing assumes vehicles will pass MSP Inspection at time of purchase and be free of any known material defects, including any wear-and-tear after walk-through / inspection.
- (2) Payment by Vendor is made at time of transition of title. (If District elects to sell fleet)
- (3) Vehicles highlighted in YELLOW represent a PRELIMINARY replacement schedule based on standard expected life of approximately 14 years.
- (4) Fleet may be down-sized if possible.
- (5) Pricing based on 2022 School Bus Yellow Book.

SE-4107 Vehicle Status Codes:	# of Buses
(R) = Regular Education Daily Bus	7
(S) = Regular Education Spare Bus	3
(2) = Special Education Daily Bus	0
(T) = Special Education Spare Bus	0
(C) = Combined Daily Bus	0
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ACADEMIC YEAR DAILY RUN DETAIL																			Extension (Ver 2)								
BUS, DRIVER AND AIDE DAILY HOURS				Veh. Cap	Lift Bus	Run Type	# of Aides	AM Route Tier 1			Noon Route Tier 1			PM Route Tier 1			DCA Miles	MIN HOURS: Manual 4.00									
								Time		WalkOn	Wheelchair	CarSeat	Time		WalkOn	Wheelchair		CarSeat	Time		WalkOn	Wheelchair	CarSeat	DAILY RUN TOTALS		Adjust Hours	Billable Run Hours
District	Run	Bus	Days	Start	End	Start	End	Start	End				Start	End			Time		Miles	Hours				Hours			
COOR	F001 - Grayling	20A	184	71	Y	SE	1	0:00	2:58				0:00	0:10				0:00	2:44				169.7	5:53	170	0.00	5.90
COOR	F002 - Roscommon	12A	184	71	Y	SE	1	0:00	3:25				0:00	0:13				0:00	3:15				239.2	6:54	239	0.00	6.90
COOR	F003 - Houghton Lake	16A	184	54	Y	SE	1	0:00	3:17				0:00	0:39				0:00	2:38				194.4	6:39	194	0.00	6.70
COOR	F004 - West Branch	19A	184	71	Y	SE	1	0:00	3:38									0:00	3:14				266.3	6:53	266	0.00	6.90
COOR	F005 - Shuttle	15A	184	54	Y	SE	0	0:00	5:29														61.6	5:29	62	0.00	5.50
COOR	F006 - Rose City / St. Helen	16A	184	54	Y	SE	1	0:00	3:06									0:00	3:08				203.1	6:15	203	0.00	6.30
COOR	F007 - Mio	17A	184	54	Y	SE	1	0:00	3:08									0:00	2:59				223.4	6:08	223	0.00	6.10
TOTAL	7		1,288				6	0:00	5:29	0	0	0	0:00	0:39	0	0	0	0:00	3:15	0	0	0	1,358	6:32	1,358		6.33
			184.0	Avg. Days per Route			7	AM RUNS			3 MD RUNS			6 PM RUNS					193.95	Avg. Mi/Route							
TIMES ABOVE ARE ASSUMED TO NOT INCLUDE PRE-TRIP / POST-TRIP / FUELING.																249,805	Total AY Miles										

SUMMER PROGRAM DAILY RUN DETAIL																			Extension (Ver 2)								
BUS, DRIVER AND AIDE DAILY HOURS				Veh. Cap	Lift Bus	Run Type	# of Aides	AM Route Tier 1			Noon Route Tier 1			PM Route Tier 1			DCA Miles	MIN HOURS: Manual 4.00									
								Time		WalkOn	Wheelchair	CarSeat	Time		WalkOn	Wheelchair		CarSeat	Time		WalkOn	Wheelchair	CarSeat	DAILY RUN TOTALS		Adjust Hours	Billable Run Hours
District	Run	Bus	Days	Start	End	Start	End	Start	End				Start	End			Time		Miles	Hours				Hours			
COOR	S001 - Grayling		16		Y	SE	1	0:00	2:00									0:00	2:00				180.0	4:00	180	0.00	4.00
COOR	S002 - Mio / Fairview		16		Y	SE	1	0:00	1:45									0:00	1:45				170.0	3:30	170	0.00	4.00
COOR	S003 - Houghton Lake		16		Y	SE	1	0:00	1:30									0:00	1:30				140.0	3:03	140	0.00	4.00
	Based on students as of 4/5/22																							0:00	0	0.00	0.00
TOTAL	3		48				3	0:00	2:00	0	0	0	0:00	0:00	0	0	0	0:00	2:00	0	0	0	490	3:52	490		4.00
			16.0	Avg. Days per Route			3	AM RUNS			0 MD RUNS			3 PM RUNS					163.33	Avg. Mi/Route							
TIMES ABOVE ARE ASSUMED TO NOT INCLUDE PRE-TRIP / POST-TRIP / FUELING.																7,840	Total SU Miles										

PLEASE NOTE THAT THE RUN HOURS LISTED ARE THE PRIMARY COST DRIVERS FOR BILLING AND BUDGETING. ANY CHANGES TO THESE DAILY TIMES WILL EFFECT THE COST PROJECTIONS OF THE SYSTEM. PLEASE VERIFY/ENSURE THAT THE DAILY TIMES LISTED ACCURATLY REFECT THE DISTRICT'S CURRENT TRANSPORTATION SYSTEM.

C. Approve final amendment of the
2021-22 ROOC, Inc. Budget as
presented

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ROOC, Inc. Budget 2021-2022 Fiscal Year Final June 2022	Audited FY 20/21	Preliminary FY 21/22	Amended FY 21/22	Final FY 21/22
REVENUES				
Northern Lakes Comm. Mental Health	743,744	750,000	750,000	780,000
Dept. of Health & Human Svcs./ MI Rehab. Svcs.	39,789	45,000	45,000	42,260
State Aid	56,404	56,404	56,404	40,157
Production	51,037	45,000	40,000	34,369
Private Evaluations	(1,396)	10,000	10,000	-
Donations	10,478	15,000	35,000	6,709
Interest	167	170	170	400
Misc.	11,599	500	500	3,650
TOTAL REVENUES	911,820	922,074	937,074	907,546
INCOMING TRANSFERS & OTHER TRANSACTIONS	94,285	-	-	-
TOTAL REVENUES, INCOMING TRANSFERS, OTHER TRANSACTIONS	1,006,105	922,074	937,074	907,546
EXPENDITURES				
Administration	201,442	236,005	231,344	236,538
Operation & Maintenance	58,199	56,706	52,506	57,292
Activity Services	330,107	358,693	380,322	378,604
Support Employment Services	54,823	29,553	52,670	49,242
Production	61,150	33,403	47,397	40,804
Spencers	30,217	37,620	37,420	25,423
Respite	27,858	27,374	27,474	17,962
Transportation	24,310	37,404	53,402	46,676
Technology	5,886	5,822	5,822	-
Public Relations	7,037	-	998	1,996
Work Comp	5,460	5,460	1,589	1,589
TOTAL EXPENDITURES	806,488	828,039	890,944	856,126
OUTGOING TRANSFERS & OTHER TRANSACTIONS				
TOTAL APPROPRIATED	806,488	828,039	890,944	856,126
EXCESS REVENUE (APPROPRIATED)	105,332	94,035	46,130	51,420
FUND BALANCE JULY 1	155,982	249,861	261,314	261,314
TOTAL FUND BALANCE JUNE 30	261,314	343,896	307,444	312,734

D. Approve final amendment of 2021-
22 Food Service Budget as presented

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**FOOD SERVICES
FISCAL YEAR ENDING JUNE 30, 2022
FINAL JUNE 2022**

	Audited FY 20/21	Preliminary FY 21/22	Final FY 21/22
REVENUES			
Local Sources	1,086	1,300	415
State Sources	55	405	6,516
Federal Sources	-	34,000	58,046
TOTAL REVENUES	1,141	35,705	64,977
INCOMING TRANSFERS & OTHER TRANSACTIONS	5,947	3,013	-
TOTAL REVENUES, INCOMING TRANSFERS, OTHER TRANSACTIONS	7,088	38,718	64,977
EXPENDITURES			
Purchased Services			
Food Service Director	3,356	3,356	3,423
Retirement	947	1,005	1,110
Retirement - UAAL	-	-	319
FICA	252	257	251
Travel	-	100	-
Conferences	-	200	250
Breakfast	-	12,000	14,316
Breakfast - Supply Chain	-	-	1,756
Lunch	666	20,000	22,187
Lunch - Supply Chain	-	-	2,738
Staff Lunch			
Supplies and Materials			
Other	-	-	(3,625)
Supplies	1,107	(5,000)	1,564
Commodities	-	6,000	3,623
Dues/Fees	760	800	778
TOTAL EXPENDITURES	7,088	38,718	48,692
TOTAL APPROPRIATED	7,088	38,718	48,692
Excess Revenue	0	0	16,285
FUND BALANCE JULY 1	-	-	-
TOTAL FUND BALANCE JUNE 30	-	-	16,285

E. Approve the final amendment of
the 2021-22 Capital Projects Budget
as presented

137

COOR CAPITAL PROJECTS FUND
FISCAL YEAR ENDING JUNE 30, 2022
FINAL JUNE 2022

REVENUES & EXPENDITURES	AUDITED FY 21/22	Preliminary FY 21/22	Final FY 21/22
REVENUES			
Local Funds	-	-	11,912
INCOMING TRANSFER	145,000	354,000	354,000
TOTAL REVENUES	145,000	354,000	365,912
EXPENDITURES			
Capital Projects			
Capital Outlay	5,836	-	5,396
Bus - Pupil Transportation	97,656	100,000	-
CEC Roof - Central - ROOC	32,765	40,000	43,055
Bus Garage Roof Repair	-	-	8,651
Playground Upgrade	-	-	30,156
Equipment	-	-	36,100
Contingency	-	-	-
TOTAL EXPENDITURES	136,257	140,000	123,358
EXCESS REVENUE (APPROPRIATED)	8,743	214,000	242,554
FUND BALANCE JULY 1	46,279	50,022	55,022
TOTAL FUND BALANCE JUNE 30	55,022	264,022	297,576
Committed	55,022	264,022	297,576

F. Approve the final amendment of
the 2021-22 NMEC Budget as presented

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**NMEC TECHNOLOGY BUDGET
FISCAL YEAR ENDING JUNE 30, 2022
FINAL JUNE 2022**

REVENUES	Audited FY 20/21	PRELIMINARY FY 21/22	Final FY 21/22
INCOMING TRANSFERS & OTHER TRANSACTIONS	25,928	25,864	17,864
TOTAL REVENUES, INCOMING TRANSFERS, OTHER TRANSACTIONS	25,928	25,864	17,864
EXPENDITURES			
SUPPORT SERVICES			
Internet/Phone/Contracted Service	26,672	27,600	19,576
CAPITAL OUTLAY			
TOTAL EXPENDITURES	26,672	27,600	19,576
OUTGOING TRANSFERS & OTHER TRANSACTIONS			
TOTAL APPROPRIATED	26,672	27,600	19,576
EXCESS REVENUE (APPROPRIATED)	(744)	(1,736)	(1,712)
FUND BALANCE JULY 1	21,247	20,503	20,503
TOTAL FUND BALANCE JUNE 30	20,503	18,767	18,791
FUND BALANCE			
Restricted	20,503	18,767	18,791

G. Approve expenses for interested board members to attend the Northern Michigan Legislative Association Dinner at the Hagerty Center in Traverse City on August 3, 2022. RSVPs need to be processed by July 14th for the \$32.50/person charge. Social Hour is at 5:30PM with dinner at 6:30 PM.

Board members will receive the latest update relative to school legislative matters and will have an opportunity to discuss specific Northern Michigan education issues.



TO: Members of the Northern Michigan Schools Legislative Association

FROM: Nick Ceglarek, Ed.D., Superintendent

DATE: June 1, 2022

We hope you will promote the attendance of your board members and key administrators at the Annual Northern Michigan Schools Legislative Association (NMSLA) Dinner. The annual banquet will be held August 3, 2022, at the Hagerty Center, located at 715 E. Front Street in Traverse City. Cocktail/Social Hour will be held at 5:30 p.m.; Dinner at 6:30 p.m.

We must have your paid reservations and list of attendees by July 25. Cost per person is \$32.40. Please include names of those attending on the enclosed form with your check made payable to Northwest Education Services and mail to 1101 Red Drive, Traverse City, MI 49684 attention Renee Childers. There will be no refunds.

We will announce at a later time our keynote speaker. State representatives will be in attendance.

Board members and administrators will also receive the latest update relative to school legislative matters and will have an opportunity to discuss specific northern Michigan education issues.

See you on August 3! For further information, call Renee Childers at 231-922-6212. Thank you.

H. Transfer internal accounting code 71 fund balance to the general fund account (code 11)

9. Information Items

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-Committee Recommendation for Lyle Spalding Award for Leadership in Technology (present at HLCS board work session June 27th at 6:30PM)

-May 2022 Social Media Report Card



C.O.O.R.
INTERMEDIATE
SCHOOL DISTRICT

May 2022

Social Media Report Card

Facebook statistics

Page Likes: 796

Reach: 8,715

(up 442%)

Page visits
414

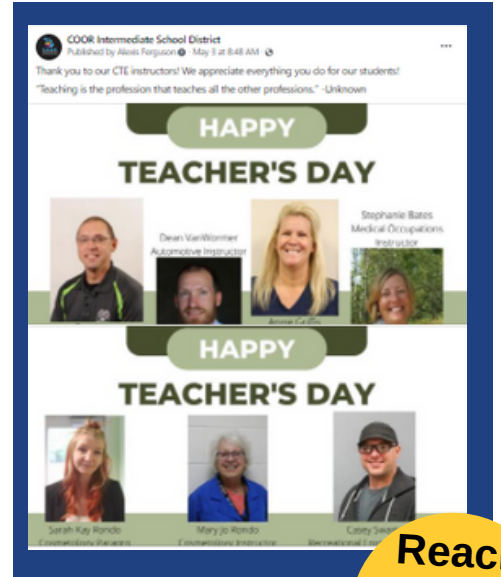
Reach
2,976
27 shares

May 23
Free Summer Camps
Construction & Electricity



Reach
2088
5 shares

May 3
Happy Teacher's Day
CTE Instructors



Reach
1963
8 shares

May 26
CTE Above &
Beyond Award
LSSU scholarship



Reach
1282
7 shares

May 24
CareerQuest with
RHS students



May 16
CTE students at FSU
Automotive Competition



Reach
1,234
5 share

10. Superintendent's Report

-Board Terms ending - register with clerk for either 2yr partial term or 6yr full term (Persing, Mangutz, Gendernalik, Molaison)

11. Communications

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-CEC Graduation Invitations to Board

Members

-NMSLA Dinner Invitation



TO: Members of the Northern Michigan Schools Legislative Association

FROM: Nick Ceglarek, Ed.D., Superintendent

DATE: June 1, 2022

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We will announce at a later time our keynote speaker. State representatives will be in attendance.

Board members and administrators will also receive the latest update relative to school legislative matters and will have an opportunity to discuss specific northern Michigan education issues.

See you on August 3! For further information, call Renee Childers at 231-922-6212. Thank you.

12. Public Participation- continued

13. **Adjournment**