

Board of Education
Lapeer County Intermediate School District

Minutes of the Regular Meeting
October 16, 2019
Education and Technology Center, Room 101
690 N. Lake Pleasant Road
Attica, MI 48412

MEMBERS PRESENT: Lawrence Czapiewski, President
Paul Bowman, Vice-President
Lisa Novak, Treasurer
Cheryl Howell, Secretary
Rod Dewey, Trustee

MEMBERS ABSENT: None

STAFF PRESENT: Kendra Bostian
Tammy Hyatt
Cheryl Porter
Ann Schwieman
Kevin Thomas
Steven Zott

GUESTS PRESENT: Akshay Kapoor, Lewis & Knopf, P.C.

I ROUTINE MATTERS

Call to Order

President Czapiewski called the meeting to order at 7:00 PM with the Pledge of Allegiance.

Approval of Minutes

Moved by Mr. Bowman, supported by Mr. Dewey, the Board of Education approve the Minutes of the Regular Meeting of September 18, 2019 as presented.

The motion carried unanimously.

Approval of Agenda

Moved by Mrs. Howell, supported by Mr. Dewey, the Board of Education approve the Agenda as presented.

The motion carried unanimously.

II PUBLIC PARTICIPATION

III PRESENTATION

Mr. Akshay Kapoor, Lewis & Knopf, P.C., presented the Board of Education with a review of the 2018-19 Financial Audit Report for the Lapeer County Intermediate School District.

Kevin Thomas, Recreational Vehicle Repair (RVR) Instructor presented the Board of Education with information regarding his pursuit of Career and Technical Education Teacher Certification.

IV FINANCE

Approval of Bills

Moved by Mrs. Novak, supported by Mr. Bowman, the Board of Education approve the Accounts Payable in the amount of \$440,102.43.
The motion carried unanimously .

Treasurer's Report

Mrs. Novak, Treasurer, presented the Treasurer's Report.

V CONSENT AGENDA

Moved by Mr. Dewey, supported by Mrs. Novak, the Board of Education approve the following items listed on the consent agenda:

The motion carried unanimously , by a roll call vote.

Mr. Bowman	<input checked="" type="checkbox"/> Aye;	<input type="checkbox"/> Nay
Mr. Czapiewski	<input checked="" type="checkbox"/> Aye;	<input type="checkbox"/> Nay
Mr. Dewey	<input checked="" type="checkbox"/> Aye;	<input type="checkbox"/> Nay
Mrs. Novak	<input checked="" type="checkbox"/> Aye;	<input type="checkbox"/> Nay
Mrs. Howell	<input checked="" type="checkbox"/> Aye;	<input type="checkbox"/> Nay

A. Student Trips

- i. the Board of Education approve the overnight trip to the DECA Fall Leadership Conference in Grand Rapids, Michigan, from November 12-13, 2019, for an amount not to exceed \$1553.
- ii. the Board of Education approve the overnight trip to the VE Southern Region Tradeshow in Pigeon Forge, Tennessee, from November 16-20, 2019, for an amount not to exceed \$4,206.

B. Personnel

i. Resignations

1. the Board of Education acknowledge the Superintendent's acceptance Samantha Woodbeck's, Teacher of the Cognitively Impaired, resignation with regret and best wishes.

VI PERSONNEL

Moved by Mr. Bowman, supported by Mrs. Howell, the Board of Education approve the employment of Carly Riedel to fill the position of Pre-School Program Assistant in accordance with the portions of the Employment Guide pertaining to Ancillary Staff.
The motion carried unanimously .

Moved by Mr. Dewey, supported by Mrs. Novak, the Board of Education approve the employment of Dennis Walsh to fill the position of CTE Paraprofessional for Welding and Machining Technology in accordance with the portions of the Employment Guide pertaining to Ancillary Staff.
The motion carried unanimously .

Moved by Mr. Dewey, supported by Mrs. Howell, the Board of Education approve the employment of Rodney Whitney to fill the position of Adult Education Instructor in accordance with the portions of the Employment Guide pertaining to Ancillary Staff at a rate of \$48.28 per hour for this assignment.
The motion carried unanimously

Moved by Mrs. Howell, supported by Mr. Bowman, the Board of Education approve the employment of Mackenzie Delong to fill the position of CTE Paraprofessional for Agriscience (Non-School Days) in accordance with the portions of the Employment Guide pertaining to Ancillary Staff.
The motion carried unanimously .

Moved by Mr. Dewey, supported by Mrs. Howell, the Board of Education approve the insurance package adjustment for Kristal White effective October 17, 2019.
The motion carried unanimously .

Moved by Mr. Bowman, supported by Mrs. Novak, the Board of Education approve the posting for the position of Payroll and Employee Benefits Clerk.
The motion carried unanimously .

Moved by Mr. Dewey, supported by Mrs. Howell, the Board of Education approve the posting for the position of Adult Education Child Care Provider.
The motion carried unanimously .

VII BUSINESS

Moved by Mr. Dewey, supported by Mrs. Novak, the Board of Education approve the overnight trip to the UTI Educators/Counselors' Seminar in Lisle, Illinois, from December 5-7, 2019, for an amount not to exceed \$525.
The motion carried unanimously .

Moved by Mr. Dewey, supported by Mrs. Howell, the Board of Education approve the purchase of a Miller Syncrowave 250 DX TIGRunner Complete, to be purchased from South Park, for an amount not to exceed \$5,419 including shipping or the next lowest bid will be accepted (motion amended).
The motion carried unanimously .

Moved by Mrs. Howell, supported by Mr. Dewey, the Board of Education approve the Professional Services Agreement between the Board of Education and LJS2 Services, LLC as presented, a copy of which to be marked VI(C)(i) and attached to the official Minutes of this meeting.
The motion carried unanimously .

Moved by Mrs. Novak, supported by Mr. Bowman, the Board of Education approve the contract with Blue Line Media for Adult Education Advertising Services as presented.
The motion carried unanimously .

VIII BYLAW AND POLICY

Moved by Mr. Dewey, supported by Mr. Bowman, the Board of Education approve the revisions to Policies 3220.01, 3430.01, and 4430.01 as presented.

The motion carried unanimously .

IX PUBLIC PARTICIPATION

Instructor Tammy Hyatt thanked the Board for approving and supporting the FFA trip to Nationals at the end of the month.

X SUPERINTENDENT /ADMINISTRATIVE REPORTS

Dr. Moore, Principal, provided the Board with a CTE update.

Ms. Proulx, Special Education Director, supplied the Board with an Update on Goal 3.

Mr. Zott, Superintendent, presented the Board with a handout regarding CTE Items, he also gave a STEMM Academy, Legislative, Grant and bond issues update.

Ms. Porter, Director of Finance, gave a brief update on the happenings in the business office.

Ms. Ann Schwiman, Director of Administrative Services and Personnel gave a goal update regarding the Emergency Operations Plans district wide.

XI OTHER

XII ADJOURNMENT

President Czapiewski declared the meeting adjourned at 8:27 PM.



Lawrence P. Czapiewski, President



Cheryl Howell, Secretary



Lapeer County Intermediate School District

1996 West Oregon Street
Lapeer, Michigan 48446

Phone (810) 664-5917 FAX (810) 664-1011
Michigan Relay Voice/TTY 800-649-3777

Professional Services Agreement

This Professional Services Agreement ("Agreement") is made by and between the Lapeer County Intermediate School District ("District"), whose address is 1996 West Oregon Street, Lapeer, Michigan, 48446 and LJS2 Services, LLC ("Contractor"), whose address is 4535 North Lake Road, Columbiaville, Michigan, 48421, collectively "Parties." District's phone number is (810) 664-5917 and Contractor's phone number is (810) 793-0020.

PREAMBLES

WHEREAS, District is organized and operated as an Intermediate School District under Article 1, Part 7 of the Michigan Revised School Code and has the rights, powers, and duties specified therein, including the authority to engage independent contractors to carry out its powers, in accordance with Section 601(a)(1)(d) of the Michigan Revised School Code;

WHEREAS, District is engaged in providing public educational services, including Career and Technical Education Programs, Special Education Programs and related services, as well as Adult and Community Education Programs, and desires to engage Contractor to provide certain services; and

WHEREAS, Contractor represents that it/he/she has the expertise, training, capacity, and qualifications to provide said services.

NOW THEREFORE, in consideration of the mutual promises and benefits set forth by this Agreement, the Parties agree as follows:

SECTION 1: TERM OF AGREEMENT

This Agreement will take effect on October 1, 2019 and will continue in effect up to and including June 30, 2020.

SECTION 2: TERMINATION OF AGREEMENT

- A. Either party may terminate this Agreement, with or without cause, by providing a 30-day written notice to the non-terminating party.
- B. In the event that this Agreement is terminated prior to its expiration date in accordance with Section 4(A) of this Agreement, District will pay Contractor for any services provided up to and including the early termination date.

SECTION 3: DESCRIPTION OF SERVICES and RESPONSIBILITIES OF PARTIES

- A. Contractor agrees to provide pupil auditing and data services (collectively "Services").
 - i. Pupil auditing services include, but are not limited to, the following:
 - Providing support and training to local districts on pupil accounting and State-reporting processes, procedures, and requirements
 - Verifying instruction was provided by certificated teachers or legally qualified substitutes teachers
 - Performing desk and field audits of local districts' enrollment and attendance data and submitting related reports to MDE as required by law
 - Substantiating accuracy of data in Graduation and Dropout (GAD) Application
 - Confirming compliance with instructional days and hours requirements
 - Handling section 25e pupil membership transfers
 - Posting and updating as necessary materials related to pupil accounting on District's website, including pupil membership counts
 - Staying up-to-date on any new developments in the area of pupil accounting and auditing.

- ii. Data services include, but are not limited to, providing school-related data (e.g., test data, pupil accounting data, graduation and dropout rate data, and free and reduced lunch data) to local districts and community partners.
- B. Contractor agrees to receive approval from District's Superintendent or Director of Finance before honoring requests for data services.
- C. District agrees to:
- i. Provide Contractor access to an office where confidential records related to Services will be stored
 - ii. Issue Contractor a District email address and phone number
 - iii. Allow Contractor access to portions of District's website where pupil accounting materials are posted
 - iv. Execute appropriate security agreements granting Contractor access to Michigan Education Information System (MEIS) and related Michigan Department of Education (MDE) applications (e.g., Michigan Online Educator Certification System (MOECS) and Office of Educational Assessment and Accountability (OEAA) Secure Site) and Center for Educational Performance and Information (CEPI) applications (e.g., EEM, GAD, MSDS, and REP).

SECTION 4: PAYMENTS AND INVOICES

- A. Contractor will be paid nine (9) monthly installments of \$4,500.00 for pupil accounting services for a total of \$40,500 over the term of this Agreement and \$55.00 per hour for data services.
- B. Invoices for payments due under this Agreement must be dated and include the following information: Contractor's name and address, the dates and/or time period when Services were provided, a total amount due, and any other information requested by District. Invoices should be submitted to:

Lapeer County ISD
1996 W. Oregon St.
Lapeer, MI 48446
Attention: Accounts Payable.

- C. District agrees to pay invoices submitted by Contractor within 30 calendar days from receipt of said invoices as long as said invoices are received no later than the 1st of the month. District reserves the right to withhold payment until proper verification of information provided can be obtained.
- D. It is expressly understood by Contractor that District reserves the right to withhold payment until District is provided with a copy of Contractors' Social Security Card or a completed W-9.

SECTION 5: RELATIONSHIP OF THE PARTIES

- A. During the term of this Agreement, Contractor will be regarded as an independent contractor. It is expressly understood by Contractor that this Agreement does not create an employee/employer relationship.
- B. Contractor reserves the right to determine the means and methods utilized to provide Services and District does not have the right to exercise control or direction over the means and methods utilized by Contractor to provide Services. However, District reserves the right to approve the employees, agents, and representatives of Contractor assigned by Contractor to provide Services ("Service Providers"). Service Providers will be experienced, fully qualified, and properly certified or licensed to provide Services. Upon request, Contractor will provide District a list of Service Providers. It is expressly understood by Contractor that Service Providers will not be considered employees or agents of District.
- C. Neither Contractor nor Service Providers will be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any fringe, pension, or similar benefits available to District's regular employees. District will not pay or withhold any sums, such as wages; federal, state or local taxes; social security (FICA); Michigan Public School Employees Retirement (MPERS) contributions; unemployment compensation, or worker's

compensation to Contractor or Service Providers.

D. *Materials*

If applicable, all materials produced by Contractor under this Agreement will immediately become the property of District and must be surrendered upon request; however, Contractor will share the non-exclusive right to utilize the intellectual properties developed under this Agreement for future projects.

E. *Compliance with District Policies*

Contractor will ensure that Contractor; Service Providers; and Contractor's employees, agents, and representatives comply with District policies. Upon request, District will provide Contractor with access to or copies of said policies.

F. *Criminal Background Checks*

Contractor will not assign Service Providers to provide Services without first conducting appropriate reference checks. In addition, Contractor acknowledges that District is legally required to conduct criminal history checks in accordance with MCL 380.1230 and criminal records checks in accordance with MCL 380.1230a on all individuals who work under a contract on more than an intermittent or sporadic basis to provide food, custodial, transportation, counseling or administrative services or to provide instructional services for pupils or related and auxiliary service to special education pupils. Finally, Contractor acknowledges that District may conduct criminal checks in accordance with the National Child Protection Act (Public Law 103-209, Title 42, Chapter 67, Sub-Chapter VI § 5119a).

G. *Legal Authority*

Contractor acknowledges that it/he/she has no authority to enter into any legally-binding agreement on behalf of District.

H. *Compliance with Laws/Ordinances*

Contractor declares that it/he/she has complied with all federal, state, and local laws/ordinances regarding business permits, certificates, and licenses that may be required to provide Services. In addition, Contractor agrees to comply with all federal, state, and local laws/ordinances applicable to the provision of Services.

Equipment, Tools, Materials, and Supplies

Contractor will supply, at its/his/her own expense all equipment, tools, materials, and supplies necessary to provide Services, unless District otherwise agrees to supply.

SECTION 6: MISCELLANEOUS

A. *Governing Law*

This Agreement, and the rights and obligations of Parties, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

B. *Dispute Resolution*

Any dispute based upon the terms of this Agreement shall be settled exclusively and finally by binding arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"). Upon written demand for arbitration by either party, Parties shall confer and attempt in good faith to agree upon an arbitrator; however, if no agreement is reached within 30 calendar days following the commencement of such discussion, an arbitrator will be appointed by AAA.

C. *Indemnification*

Contractor agrees to indemnify, keep and hold harmless, and defend District, its Board of Education and individual Board Members, Superintendent, employees, agents, and representatives ("Indemnitees") against any and all causes of action; claims; demands; liabilities; losses; settlements; costs, including interest and sanctions, expenses, and fees, including attorney fees ("charges"); damages; injuries; or judgments arising out of or in connection with this Agreement. Contractor's indemnification includes, but is not limited to, any acts of negligence of Contractor; Service Providers; and Contractor's employees, agents, and representatives. Contractor will, at its own expense, appear for, defend, and pay all charges arising from or incurred in connection with any settlement defense of Indemnitees and if any judgment is issued against Indemnitees, Contractor will, at its own expense, satisfy and discharge the entire judgment, including all charges. It is expressly understood by Contractor that any performance bond or insurance protection required by this Agreement or otherwise provided by or to Contractor will in no way limit Contractor's responsibility to fully indemnify, keep and hold harmless, and defend Indemnitees as provided in this Agreement. Contractor will not be responsible for any action or inaction of District or its employee, agents, and representatives, nor will it be responsible for any related insurance costs

or legal fees.

D. **Non-Assignment**

Contractor will not assign this Agreement without written consent of District.

E. **Non-Waiver**

Failure by either party to exercise any of its rights under this Agreement or to claim a breach of any term or provision thereof will not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

F. **Anti-Discrimination**

Neither party will discriminate against any person on the basis of religion, race, color, national origin, sex, disability, age, genetic information, or any other unlawful basis.

G. **Notices**

Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or 10 business days after being sent by first class mail, return receipt requested, to the addresses set forth in the opening paragraph of this Agreement.

H. **Insurances**

Upon request, Contractor will provide District proof that Contractor has the following insurance coverages:

- i. Workers' compensation insurance; and
- ii. Public liability insurance, in such sums as deemed appropriate by District.

I. **Entire Agreement**

This Agreement and any Appendices attached or incorporated by reference, constitute the entire agreement between the Parties and supersedes any prior or contemporaneous understandings or agreements between the Parties with respect to the provision of Services.

J. **Modification**

None of the terms or provisions of this Agreement, or any Appendices, may be modified, amended, or waived unless a written amendment or waiver is executed by the Parties.

K. **Severability**

If any of the terms or provisions of this Agreement are invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining terms and provisions of this Agreement will not in any way be affected, impaired, or prejudiced as a result.

L. **Force Majeure**

Neither party will be liable to the other for any loss of business or damages caused by an interruption of this Agreement where such interruption is due to war; rebellion or insurrection; an Act of God; fire; government statute, order, or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts, or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this Section; or other causes beyond the reasonable and respective control of either party.

M. **Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which constitute one and the same agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and constitutes a valid, legal, and binding obligation upon each of them, enforceable in accordance with its terms and provisions. Each person signing below represented and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of Contractor and District.



Leslie Shamel – Owner and Operator
LIS2 Services, LLC

Dated: 10-17-19



Steven A. Zott – Superintendent
Lapeer County Intermediate School District

Dated: 10/17/19

Date Approved by Board of Education (if applicable): October 16, 2019

Funding Source/Expense Account: 11128500000003190

