

Board of Education
Lapeer County Intermediate School District

Minutes of the Annual Meeting
May 17, 2023
Education and Technology Center, Room 146 A/B
690 N. Lake Pleasant Road
Attica, MI 48412

MEMBERS PRESENT: Lawrence Czapiewski, President
Paul Bowman, Vice-President (7:07 p.m.)
Lisa Novak, Treasurer
Cheryl Howell, Secretary
Rod Dewey, Trustee

MEMBERS ABSENT: None

STAFF PRESENT: Daniel Allen
Kendra Bostian
Rachel McSpadin
Anthony Najor
Steven Zott

GUESTS PRESENT: See attached list

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. Dewey, supported by Mrs. Howell, the Board of Education approve the Minutes of the Regular Meeting of April 19, 2022 as presented.

The motion carried unanimously.

Approval of Agenda

Moved by Dr. Novak, supported by Mr. Dewey, the Board of Education approve the Agenda as presented.

The motion carried unanimously.

II STUDENT HONORS PRESENTATION

III RECESS

IV PUBLIC PARTICIPATION

V FINANCE

Approval of Bills

Moved by Dr. Novak, supported by Mr. Bowman, the Board of Education approve the Accounts Payable in the amount of \$1,885,894.59.
The motion carried unanimously.

Treasurer's Report

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

VI CONSENT AGENDA

Moved by Mr. Dewey, supported by Dr. 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
Mrs. Howell	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mr. Dewey	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Dr. Novak	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mr. Czapiewski	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay

A. Student Trips

- i. Moved by _____, supported by _____, the Board of Education the Board of Education approve the overnight trip to the SkillsUSA National Leadership Conference Atlanta, Georgia, from June 19-24, 2023, for an amount not to exceed \$13,687.00
- ii. Moved by _____, supported by _____, the Board of Education the Board of Education approve the overnight trip to the HOSA International Leadership Conference in Dallas, Texas, from June 21-25, 2023, for an amount not to exceed \$3,745

B. Personnel

- i. Resignation
 1. Moved by _____, supported by _____, the Board of Education acknowledge the Superintendent's acceptance of Melisa Marlatt's, CTE Paraprofessional for Construction Trades, resignation
- ii. Posting Recommendation
 1. Moved by _____, supported by _____, the Board of Education the Board of Education approve the posting for the position of CTE Paraprofessional

VII CURRICULUM

Moved by Mr. Dewey, supported by Mrs. Howell, the Board of Education approve the proposed 2023-24 Career and Technical Education programs to be offered at the Lapeer County Intermediate School District Education and Technology Center.
The motion carried unanimously.

VIII BUSINESS

Moved by Mr. Dewey, supported by Mr. Bowman, the Board of Education the Board of Education approve the 2023-24 Employment Guide as presented.
The motion carried unanimously.

Moved by Dr. Novak, supported by Mr. Dewey, the Board of Education approve the 2023-24 Student/Parent Handbook as presented, including any additional name and/or District policy revisions that will be incorporated as necessary post-Board approval.
The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Howell, the Board of Education approve the contract with North Branch Area Schools for mental health therapist services as presented.
The motion carried unanimously.

Moved by Mr. Bowman, supported by Mr. Dewey, the Board of Education authorize the Superintendent to execute the Contract for Professional Services with TRAILS/Tides Project once it has been finalized and approved for execution by legal counsel, from today until December 31, 2026.
The motion carried unanimously.

Moved by Mr. Dewey, supported by Dr. Novak, the Board of Education approve revisions to the 2022-23 Special Education Fund, Vocational Education Fund and LITES fund budgets as presented.
The motion carried unanimously by a roll call vote.

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

Moved by Mrs. Howell, supported by Mr. Dewey, the Board of Education approve the purchase of classroom furnishings from School Specialty in Greenville, Wisconsin, for an amount not to exceed \$24,582.
The motion carried unanimously.

Moved by Dr. Novak, supported by Mr. Bowman, the Board of Education approve the Lease Agreement with Norman Walton & Son, LLP as presented, with a copy of the Lease Agreement to be marked VIII(F) and attached to the Official Minutes of this meeting.
The motion carried unanimously.

X PUBLIC PARTICIPATION

XI SUPERINTENDENT /ADMINISTRATIVE REPORTS

Mr. Zott, Superintendent, covered items from his written report including the building project, future important dates, closing on the new building, literacy conference (see written report on Moodle).

Mr. Najor, Principal, spoke to the Board about the end of the year wrap items happening at the Education and Technology (see written report on Moodle).

Mr. Allen, Director of Technology, discussed items from his written report, which included MEADS Spring PD information, the technology center addition, and the new building work being done.

XII OTHER

XIII ADJOURNMENT

President Czapiewski declared the meeting adjourned at 8:45 PM.


Lawrence P. Czapiewski, President


Cheryl Howell, Secretary

Visitor Sign In Sheet

Date: May 17, 2023

Cindy McEwen Jason
Jacob McEwen Josh
Bailey Cardona
Katie Gray
Jennie Holladay
Kaitlynn Schmitt
Averi Sweet
Shannon Sweet
Maria McGarry
Matalie Hoff
Teresa Hill
My-M-J
Saunders
Marianne McNary
Grace Belske

Robert Blinn
Jackson Spence
Carol Cunningham
Chris & Sherry Andrews
Corbin Andrews
Ciiana Rosillo
Marika Hayes
Armona Conley
Ally Swickert
Melissa Ross

Lease Agreement

This Lease Agreement ("Agreement") is by and between the Lapeer County Intermediate School District ("LCISD") whose address is 1996 W. Oregon St., Lapeer, Michigan, 48446 and Norman Walter & Sons, LLP whose address is 1716 N. Summers Rd., Imlay City, Michigan, 48444 ("LEASEE").

WHEREAS, LEASEE wishes to lease 8 acres of vacant land owned by LCISD in Attica Township ("Property") for farming purposes;

WHEREAS, LCISD wishes to lease to LEASEE said vacant land for farming purposes; and

WHEREAS, LCISD's Board of Education voted to approve this Agreement at its regular Board meeting on May 17, 2023.

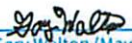
THEREFORE, in consideration of the mutual promises and other consideration specified in this Agreement, the sufficiency of which are acknowledged by the parties, LCISD and LEASEE do hereby agree to the following terms and conditions:

1. **Term.** This Agreement shall take effect May 18, 2023 and shall continue in effect thru and including June 30, 2028.
2. **Cancellation of Agreement.** Either party may cancel this Agreement, with or without cause, upon 1 year written notice. Said notice shall be delivered either by hand or by certified mail, return receipt requested, to the non-cancelling party at the non-cancelling party's address stated herein.
3. **Fees.** LEASEE agrees to pay LCISD an annual amount of \$150/acre (i.e., \$1,200) for the duration of this Agreement.

In addition, LEASEE agrees to reimburse LCISD for any reasonable expenses incurred by LCISD resulting from this Agreement.

4. **Continued Use of Property by LCISD.** LEASEE understands that LCISD will continue to spread manure from its Animal Center on the Property, but agrees to not do so during the growing season.
5. **Payment Due Dates.**
LCISD shall invoice LEASEE for all other fees due under this Agreement no later than January 1st of each year of this Agreement. LEASEE agrees to submit payment for said invoice within thirty (30) calendar days of the date of the invoice.
6. **Indemnification.**
LEASEE agrees to indemnify, hold harmless, and release LCISD, as well as its Board of Education, individual Board members, Superintendent, and other agents and employees ("Indemnitees") arising from any breach of LEASEE's duties under this Agreement, against any and all criminal and/or civil actions at law arising in connection with this Agreement.
7. **Governing Law.**
This Agreement and the rights and obligations of the parties shall be governed by, and construed and interpreted in accord with, the laws of the State of Michigan.

8. **Assignment.** Neither party shall assign its rights or transfer its obligations under this Agreement without the prior written consent of the other party.
9. **Waiver.** The failure of either party at any time to enforce any of the provisions of this Agreement, to exercise any right which is provided in this Agreement, or to require performance under this Agreement, shall in no way be construed as a waiver of such provisions, or the right of either party to subsequently enforce every such provision. No waiver of any breach of this Agreement shall constitute a waiver of any subsequent breach.
10. **Warranty and Remedies.** LCISD does not make and LEASEE hereby expressly waives any and all express or implied warranties that the facilities or the equipment provided under this Agreement is fit for the use or particular purpose of LEASEE. LCISD shall have no liability with respect to its obligations under this Agreement or breach of this Agreement or otherwise for any direct, consequential, exemplary, punitive or incidental damages arising under or related to this Agreement, any breach of this Agreement, or the use, services, equipment or facilities provided under this Agreement.
11. **Entire Agreement.** This document contains the entire agreement of the parties and supersedes all prior negotiations, understandings and communications, whether oral, written or electronic, between the parties concerning the subject matter of this Agreement. No modification of this Agreement is valid unless made in writing and signed by authorized representatives of both parties.
12. **Representations and Covenants.** The signatories represent and covenant that they have full power and authority to enter into this Agreement, that they are in compliance with all federal and state laws and regulations applicable to this Agreement, that no additional governmental or corporate/company authorization or approval is required on the part of either party in order to implement this Agreement, other than as is provided in this Agreement, and there is no fact which materially adversely affects the parties abilities to perform in accordance with the terms and conditions set forth in this Agreement.
13. **Severability.** The provisions of this Agreement are severable. If any section, paragraph, subparagraph, sentence or provision shall be found invalid or unenforceable by any court of competent jurisdiction, such finding shall not affect the enforceability of the remaining provisions of this Agreement.


Gary Walton (May 9, 2023 13:24 EDT)

Gary Walton – Co-Partner

Dated: 5/18/23



Steven A. Zott – Superintendent LCISD

Dated: 5/18/23







ATT Lease Agreement - Norman Walton and Sons, LLP (5.18.23-6.30.28)

Final Audit Report

2023-05-09

Created:	2023-05-09
By:	Kendra Bostian (kbostian@lapeerisd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdmM7Ybvy7xXvgGit4gYDZhCMIpZ5WeVq

"ATT Lease Agreement - Norman Walton and Sons, LLP (5.18.23-6.30.28)" History

-  Document created by Kendra Bostian (kbostian@lapeerisd.org)
2023-05-09 - 2:42:56 PM GMT - IP address: 136.228.46.35
-  Document emailed to garywalton1258@gmail.com for signature
2023-05-09 - 2:43:15 PM GMT
-  Email viewed by garywalton1258@gmail.com
2023-05-09 - 3:56:37 PM GMT - IP address: 66.102.6.59
-  Signer garywalton1258@gmail.com entered name at signing as Gary Walton
2023-05-09 - 5:24:56 PM GMT - IP address: 174.236.35.170
-  Document e-signed by Gary Walton (garywalton1258@gmail.com)
Signature Date: 2023-05-09 - 5:24:58 PM GMT - Time Source: server- IP address: 174.236.35.170
-  Agreement completed.
2023-05-09 - 5:24:58 PM GMT

