

LUDINGTON BOARD OF EDUCATION - LUDINGTON AREA SCHOOL DISTRICT
809 E. Tinkham Avenue, Ludington, Michigan 49431 – Phone 231-845-7303

This is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated on the agenda.

Mission: The Ludington Area Schools, in partnership with the community, will achieve excellence in a positive environment where motivation and quality instruction ensure learning and equip students for success in society.

MEETING: Organizational/Regular Meeting
DATE: January 17, 2022
TIME: 6:00 p.m.
PLACE: Administration Office, 809 East Tinkham Avenue, Ludington, MI 49431

ORGANIZATIONAL MEETING

1. CALL TO ORDER & ROLL CALL: TEMPORARY CHAIRPERSON (SUPERINTENDENT)
 ROLL CALL: _ Steve Carlson _ Bret Autrey _ Josh Snyder _ Mike Nagle _ Stephanie Reed _ Leona Ashley _ Scott Foster
2. PLEDGE OF ALLEGIANCE
3. ELECTION OF BOARD PRESIDENT; SEATING OF BOARD PRESIDENT
4. ELECTION OF VICE PRESIDENT
5. ELECTION OF SECRETARY
6. ELECTION OF TREASURER
7. APPOINTMENT BY BOARD SECRETARY & SECRETARY DESIGNEE
8. APPOINTMENT OF BOARD MEMBERS REPRESENTATIVES TO ESD, MASB, RECREATION BOARD
9. COMMITTEE APPOINTMENTS (Direction Given to Members by President)
10. ADJOURNMENT OF ORGANIZATIONAL MEETING

REGULAR MEETING (Following Adjournment of Organizational Meeting)

1. CALL TO ORDER
2. SPECIAL PRESENTATIONS
 - a. Board of Education Recognition Month
 - b. Recognition of Martin Luther King, Jr. Birthday
 - c. OJ DeJonge Middle School 8th Grade Camp
3. AGENDA MODIFICATION
4. CITIZEN PARTICIPATION
5. CONSENT AGENDA
 - a. Ratification of Bill Payment - Per Summary Dated: January 17, 2022
 - b. Approval of Minutes: December 13, 2021
6. BOARD COMMITTEE REPORTS
 - a. Personnel Committee Report
 - b. Finance Committee Report
 - c. Building & Site Committee
7. BUSINESS MANAGER'S REPORT
8. SUPERINTENDENT'S REPORT and COMMENTS
 - a. Staffing Update
 - b. Oriole Award
9. DISCUSSION ITEMS
 - a. Elementary Bond Project Application and Certificate for Payment #21
 - b. Distance Learning Plan
 - c. Sinking Fund Update
 - d. School Nurse Through Spectrum Health
 - e. Approve Adoption of New CDC Guidelines to District Safety Mitigation Plan
 - f. Resolution to Solicit Bids for Pere Marquette School Property
10. ACTION ITEMS
 - a. Elementary Bond Project Application and Certificate for Payment #21
 - b. Retainer Fee Agreement - Appointment of Thrun Law Firm, P.C.
 - c. Approve Distance Learning Plan
 - d. Approve Adoption of New CDC Guidelines to District Safety Mitigation Plan
 - e. Approve the School Nurse Contract With Spectrum Health
 - f. Resolution Authorizing Pere Marquette Sale

- g. Closed Session: Emergency Operations Security Planning - MCL 15.268 Section 8(k)
Roll Call Vote $\frac{2}{3}$ Majority of Full Board Required for Closed Session

11. OTHER ITEMS OF BUSINESS & ANNOUNCEMENTS

12. ADJOURNMENT

Official minutes of the Ludington Board of Education are available for public inspection during normal business hours at the Board of Education's Central Business Office, 809 E. Tinkham Avenue, Ludington, Michigan. The Ludington Area School District is an equal opportunity employer and provider. If you are an individual with a disability who is in need of special accommodations to attend or participate in a public meeting please contact Superintendent Dr. Kyle B. Corlett at 231-845-7303 at least 24 hours prior to the meeting or as soon as possible.

Memorandum - Office of the Superintendent

TO: Board of Education
FROM: Dr. Kyle B. Corlett, Superintendent
RE: Meeting ~ Agenda Notes

CITIZEN PARTICIPATION

Review Board Policy 0167.3: Public Participation at Board Meetings

The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on District matters.

To permit fair and orderly public expression, the Board shall provide a period for public participation at every regular meeting of the Board and publish rules to govern such participation in Board meetings. The rules shall be administered and enforced by the presiding officer of the meeting.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business, or at the discretion of the presiding officer.
- B. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.
- C. Each statement made by a participant shall be limited to three (3) minutes duration.
- D. No participant may speak more than once.
- E. Participants shall direct all comments to the Board and not to staff or other participants.
- F. The presiding officer may:
 1. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;
 2. request any individual to leave the meeting when that person does not observe reasonable decorum;
 3. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
 4. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
 5. waive these rules with the approval of the Board when necessary for the protection of privacy or the administration of the Board's business.
- G. The portion of the meeting during which the participation of the public is invited shall be limited to thirty (30) minutes, but the timeframe will be extended, if necessary, so that no one's right to address the Board will be denied.
- H. Tape or video recordings are permitted. The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment, and agrees to abide by the following conditions:
 1. No obstructions are created between the Board and the audience.
 2. No interviews are conducted in the meeting room while the Board is in session.
 3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.
- I. Each Board agenda will include the following statement, "Public participation shall be permitted only as indicated on the order of business."

Revised: January 21, 2019

Legal: M.C.L.A. 15.263(4)(5)(6), 380.1808

ORGANIZATIONAL FORMAT

TEMPORARY CHAIRPERSON

The Superintendent will act as Temporary Chairperson and call the meeting to order.

ROLL CALL:

__ Steve Carlson __ Bret Autrey __ Josh Snyder __ Mike Nagle __ Stephanie Reed __ Leona Ashley __ Scott Foster

ELECTION OF BOARD PRESIDENT:

_____ nominated by _____

_____ nominated by _____

****MULTIPLE NOMINEES:** The Chairperson calls for voting on the nominees.

For _____: Members: _____

For _____: Members: _____

****MOTION FOR ONE NOMINEE:**

Motion by _____, seconded by _____, that nominations be closed and that _____ be elected President.

*VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed
(Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.*

The Chairperson declares _____ elected President of the Board. The Board President assumes the chair.

ELECTION OF VICE PRESIDENT: (following same format)

_____ nominated by _____

_____ nominated by _____

****MULTIPLE NOMINEES:** The Chairperson calls for voting on the nominees.

For _____: Members: _____

For _____: Members: _____

****MOTION FOR ONE NOMINEE:**

Motion by _____, seconded by _____, that nominations be closed and that _____ be elected Vice President.

*VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed
(Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.*

The President declares _____ elected Vice President of the Board.

ELECTION OF SECRETARY: (following same format)

_____ nominated by _____

_____ nominated by _____

****MULTIPLE NOMINEES:** The Chairperson calls for voting on the nominees.

For _____: Members: _____

For _____: Members: _____

****MOTION FOR ONE NOMINEE:**

Motion by _____, seconded by _____, that nominations be closed and that _____ be elected Secretary.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

The President declares _____ elected Secretary of the Board.

ELECTION OF TREASURER: (following same format)

_____ nominated by _____

_____ nominated by _____

****MULTIPLE NOMINEES:** The Chairperson calls for voting on the nominees.

For _____: Members: _____

For _____: Members: _____

****MOTION FOR ONE NOMINEE:**

Motion by _____, seconded by _____, that nominations be closed and that _____ be elected Treasurer.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

The President declares _____ elected Treasurer of the Board.

APPOINTMENT BY BOARD SECRETARY ~ SECRETARY DESIGNEE: Recommendation

Motion by _____, seconded by _____, to designate the Superintendent's Administrative Assistant (Penny Schultz) as the *Board Secretary Designee*, who will, in place of the Board Secretary, post all notices and take minutes of Board of Education meetings.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

APPOINTMENT OF BOARD MEMBERS AS ESD AND MASB REPRESENTATIVES / RECREATION BOARD:

Each year, the Board is asked to designate one Board Member to each of several committees or organizations. It is recommended that the President request volunteers and designate members to the following committees/organizations (current member listed in parenthesis):

WSESD - WSASBA (West Shore Area School Boards Assoc.): _____ (Josh Snyder)

MASB LRN Member - (Legislative Relations Network): _____ (Mike Nagle)

MASB Negotiations Liaison : _____ (Bret Autrey)

Ludington Recreation Board: _____ (Stephanie Reed)

Motion by _____, seconded by _____, to appoint Board Member Representatives as designated above.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

COMMITTEE APPOINTMENTS:

The Board President may direct Board members as to the process for the appointment of Ad Hoc Committee members, including the role of committee *Chairperson. These are appointed positions by the Board President.

Building and Site Committee Members: *Mike Nagle, Stephanie Reed, Bret Autrey

- Facilities, Capital Improvements

Finance/Negotiations Committee Members: *Josh Snyder, Steve Carlson, Scott Foster

- Budget Development/Adjustments, Works with Community-Budget Planning, Negotiations

Personnel Committee Members: *Stephanie Reed, Mike Nagle, Leona Ashley

- Personnel Issues, Grievances

Co-Curricular Committee Members: *Bret Autrey, Leona Ashley, Josh Snyder

- Athletics, Extra-curricular Activities, Coaches

ADJOURNMENT OF ORGANIZATIONAL MEETING:

Motion by _____, seconded by _____, to adjourn the Organizational Meeting.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

The organizational meeting adjourned at _____ p.m.

Regular Meeting

SPECIAL PRESENTATIONS

Board of Education Recognition Month

January is School Board Recognition month. We will take a moment to recognize and honor our Board members for their commitment and dedication to the students and families of our community. Our Board is committed to leadership and accountability of all to ensure that all children have the opportunity to succeed. We will honor and recognize the tireless effort that is put forth by our Board in the pursuit of excellence in education on behalf of the students and families of our community.

Martin Luther King, Jr Birthday - We will take a moment to honor and recognize the work of Dr. Martin Luther King, Jr. and the Civil Rights leader's life and legacy.

SUPERINTENDENT'S REPORT

Staffing Update

We received a retirement notification from Ingrid Fournier effective March 31st. We will get the position posted and keep you updated and hope to have a hiring recommendation in the near future.

Oriole Award

Dr. Corlett will present the Oriole Aware to a staff member who received nominations from their colleagues for going above and beyond.

DISCUSSION ITEMS

Elementary Bond Project Application and Certificate for Payment #21

We will need to approve the certificate for payment on the elementary school bond project and to authorize the District to pay the certificate for payment as certified by the architect and construction manager, and as outlined in the Certificate for Payment. The District received the pay application information from the construction manager to process.

Distance Learning Plan

In collaboration with the LEA, LASD has developed a distance learning plan to be able to continue providing instruction if the district needed to cancel in-person instruction in the future.

Sinking Fund Update

The district sinking fund that voters approved in 2013 is ending at the end of this year. This fund annually generates over \$300,000 in additional revenues through a levy of .25 mills. These funds are used for allowable capital repairs and improvements, which continue to be a district need.

School Nurse Through Spectrum Health

Spectrum proposed a three year agreement for a full-time school nurse. We applied for a grant called 31-O that would cover 100% of costs this year, 60% next year, and 30% the following year. Spectrum was confident in finding additional funding through a foundation to cover the additional costs after this year.

Approve Adoption of New CDC Guidelines to District Safety Mitigation Plan

DHD10 has given us the go ahead to follow the new CDC guidelines regarding quarantines.

Resolution to Solicit Bids for Pere Marquette School Property

The district has worked with Thrun Law and developed a formal process for soliciting bids for the sale of Pere Marquette School. We will discuss an appropriate timeline for the bid window, as well as the authorizing resolution that the board could take action on as soon as this Monday to move forward with this process.

ACTION ITEMS

Elementary Bond Project Application and Certificate for Payment #21

Board President: *We will need a motion to approve the certificate for payment on the elementary school bond project and to authorize the District to pay the certificate for payment as certified by the architect and construction manager, and as outlined in the Certificate for Payment.*

Motion by Member _____, *to approve the certificate for payment on the elementary school bond project and to authorize the District to pay the certificate for payment as certified by the architect and construction manager, and as outlined in the Certificate for Payment.*

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Retainer Fee Agreement - Appointment of Thrun Law Firm, P.C.

The District has established an attorney-client relationship with Thrun Law, P.C. and has worked with the firm for many years. The annual retainer fee agreement amount covering the 2022 calendar year is \$2,500 and provides the District counsel in the following areas: Board counsel, business contracts, general school law, labor and employment law, litigation, administrative law, and appeals, municipal law, public finance and elections, among many other areas outlined within the retainer fee statement.

Board President: *We will need a motion to approve the retainer fee agreement in the amount of \$2,500 with Thrun Law, P.C. for the 2022 calendar year.*

Motion by Member _____, *to approve the retainer fee agreement in the amount of \$2,500 with Thrun Law, P.C. for the 2022 calendar year.*

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Distance Learning Plan Approval

Board President: *We will need a motion to approve the distance learning plan as presented.*

Motion by Member _____, *to approve the distance learning plan as presented.*

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Approve Adoption of New CDC Guidelines to District Safety Mitigation Plan

Board President: We will need a motion to approve the adoption of the new CDC Guidelines for Quarantines to the District Safety Mitigation Plan.

Motion by Member _____, to approve the adoption of the new CDC Guidelines for Quarantines to the District Safety Mitigation Plan as presented.

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Approve the School Nurse Contract With Spectrum Health

Board President: We will need a motion to approve the Spectrum Health Nurse Services Agreement as presented.

Motion by Member _____, to approve the Spectrum Health Nurse Services Agreement as presented.

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Resolution to Solicit Bids for Pere Marquette School Property

Board President: We will need a motion to approve the Resolution written and prepared by Thrun Law for the solicitation of bids for the sale of Pere Marquette School Property.

Motion by Member _____, to approve the Resolution written and prepared by Thrun Law for the solicitation of bids for the sale of Pere Marquette School Property.

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Closed Session: Emergency Operations Security Plan - MCL 15.268 Section 8(k)

Board President: We will need a motion to enter into closed session, pursuant to the Open Meetings Act, MCL 15.268, Section 8(k) for the following purpose: that the school board may consider emergency operations security planning to prevent potential threats to the safety of the students and staff.

Further, MCL 15.267 Sec. 7(1) states, "A $\frac{2}{3}$ roll call vote of members elected or appointed and serving is required to call a closed session, except for the closed sessions permitted under section 8(a), (b), (c), (g), (i), and (j). The roll call vote and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken." Thus, a $\frac{2}{3}$ roll call vote of members elected or appointed and serving will be required to enter into closed session.

Motion by Member _____, to move into closed session, pursuant to the Open Meetings Act, MCL 15.268, Section 8(k) for the following purpose: that the school board may consider emergency operations security planning to prevent potential threats to the safety of the students and staff.

Support by Member _____.

ROLL CALL VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster.

RATIFICATION OF BILL PAYMENT

January 17, 2022

Period: 12/9/2021 through 1/11/2022

GENERAL OPERATING FUND

Payroll 12/17/21 721,567.97

Payroll 12/31/21 693,810.76

Total Payroll 1,415,378.73

Bills (12/9/21 through 1/11/22) 1,476,946.92

2,892,325.65

TOTAL GENERAL OPERATING FUND

TOTAL ATHLETIC FUND

2,926.06

Bills (12/9/21 through 1/11/22)

TOTAL LUNCH FUND

23,410.90

Bills (12/9/21 through 1/11/22)

GRAND TOTAL ALL FUNDS

2,918,662.61

Bills (12/9/21 through 1/11/22)

**LUDINGTON AREA SCHOOLS
BALANCE SHEET
For the Month Ending December 31, 2021**

		<u>Current Year</u>
<u>Assets</u>		
Savings/Checking Accounts	\$	828,479
Investments	\$	2,943,888
Taxes Receivable	\$	-
Accounts Receivable	\$	154,845
Due from Other Funds	\$	5,855,053
Due from Other Governmental Units	\$	-
Inventory	\$	-
Prepaid Expenses	\$	122,235
Other Assets	\$	-
Total Assets		<u>\$ 9,904,500</u>
 <u>Liabilities and Fund Equity</u>		
Liabilities:		
Accounts Payable	\$	319,322
Payroll Liabilities	\$	(521,658)
Accrued Expenses	\$	-
Due to Other Funds	\$	862,783
Due to Other Governmental Units	\$	-
Deferred Revenue	\$	258,810
Note Payable	\$	-
Total Liabilities	\$	<u>919,257</u>
Fund Equity:		
Inventory (Reserved)	\$	-
Other Fund Balance	\$	8,985,243
Total Fund Balance	\$	<u>8,985,243</u>
Total Liabilities and Fund Equity		<u>\$ 9,904,500</u>

**LUDINGTON AREA SCHOOLS
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending December 31, 2021**

REVENUES:	Budget	Year to date	Balance	% spent
Local	\$ 16,132,305	\$ 16,724,866	\$ (592,561)	103.67%
State	\$ 6,062,939	\$ 1,494,568	\$ 4,568,371	24.65%
Federal	\$ 1,249,053	\$ 31,563	\$ 1,217,490	2.53%
Transfers	\$ 510,105	\$ 241,315	\$ 268,790	47.31%
 Total Revenue	 \$ 23,954,402	 \$ 18,492,312	 \$ 5,462,090	 77.20%
 EXPENDITURES:				
Instruction/Basic	\$ 11,827,875	\$ 5,292,419	\$ 6,535,456	44.75%
/Added Needs	\$ 3,609,466	\$ 1,602,972	\$ 2,006,494	44.41%
Support Service/Pupil	\$ 835,947	\$ 363,712	\$ 472,235	43.51%
/Instructional	\$ 738,810	\$ 387,932	\$ 350,878	52.51%
/Gen. Admin.	\$ 482,515	\$ 269,456	\$ 213,059	55.84%
/School Admin.	\$ 1,742,708	\$ 944,666	\$ 798,042	54.21%
/Business	\$ 501,259	\$ 289,678	\$ 211,581	57.79%
/Oper. & Maint.	\$ 1,974,509	\$ 889,995	\$ 1,084,514	45.07%
/Transportation	\$ 948,867	\$ 410,681	\$ 538,186	43.28%
/Central Services	\$ 256,196	\$ 131,801	\$ 124,395	51.45%
/Athletics	\$ 866,431	\$ 475,310	\$ 391,121	54.86%
/Comm Services	\$ 103,303	\$ 51,250	\$ 52,053	49.61%
/Transfers	\$ 14,131	\$ -	\$ 14,131	0.00%
 Total Expenditures	 \$ 23,902,017	 \$ 11,109,872	 \$ 12,778,014	 46.48%
Excess of Revenue over Expenses		\$ 7,382,440		
 Fund Balace 6/30/21	 \$ 1,602,806	 \$ 1,602,806		
 Ending Fund Balance		 \$ 8,985,246		

Prepared by the Business Office

LUDINGTON AREA SCHOOLS
Building and Site Funds
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending December 31, 2021

REVENUES:	Budget	year to date	Balance	% spent
Tax Revenue Sinking	\$ 373,298	\$ 363,442	\$ 9,856	97.36%
Interest Sinking Fund	\$ 2,000	\$ 1,160	\$ 840	58.00%
Other Income	\$ 12,970	\$ -	\$ 12,970	0.00%
Total Revenue	\$ 388,268	\$ 364,602	\$ 23,666	93.90%
 EXPENDITURES:				
Equipment	\$ -	\$ -	\$ -	0.00%
Construction Sinking	\$ 382,268	\$ 4,145	\$ 378,123	1.08%
Tax Appeals	\$ 6,000	\$ -	\$ 6,000	0.00%
Total Expense	\$ 388,268	\$ 4,145	\$ 384,123	1.07%
Fund Balance 6/30/21	\$ 804,772	\$ 804,772		
Ending Fund Balance	\$ 1,165,229			

LUDINGTON AREA SCHOOLS
Technology Fund
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending December 31, 2021

REVENUES:	Budget	year to date	Balance	% spent
Bond Issuance	\$ 930,000	\$ -	\$ 930,000	0.00%
Interest	\$ 2,000	\$ 331	\$ 1,669	16.55%
Total Revenue	\$ 932,000	\$ 331	\$ 931,669	0.04%
 EXPENDITURES:				
Planning	100,000	\$ -	\$ 100,000	8.40%
Equipment	1,151,455	\$ 51,585	\$ 1,099,870	0.00%
Construction	10,000	\$ -	\$ 10,000	0.00%
Total Expense	1,261,455	\$ 51,585	\$ 1,209,870	4.09%
Fund Balance 6/30/21	\$ 445,102	\$ 445,102		
Ending Fund Balance	\$ 393,848			

Prepared by the Business Office

LUDINGTON AREA SCHOOLS
Capital Projects Fund
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending December 31, 2021

REVENUES:	Budget	year to date	Balance	% spent
Bond Issuance	\$ 61,435,000	\$ -	\$ 61,435,000	0.00%
Interest Earnings	\$ 50,586	\$ 49,233	\$ 1,353	97.33%
Total Revenue	\$ 61,485,586	\$ 49,233	\$ 61,436,353	0.08%

EXPENDITURES:				
Bond Issuance Costs	1,234,860	\$ -	\$ 1,234,860	0.00%
Contracted Services	-	\$ -	\$ -	0.00%
Site Improvements	1,713,292	\$ 1,650,325	\$ 62,967	0.00%
Consulting Services	1,556,389	\$ 761,968	\$ 794,421	48.96%
Legal Fees	5,000	\$ -	\$ 5,000	0.00%
Building Construction	10,413,992	\$ 8,637,043	\$ 1,776,949	82.94%
Other Expense		\$ 508,453	\$ (508,453)	0.00%
Total Expense	14,923,533	11,557,789	\$ 3,365,744	77.45%

Fund Balance 6/30/2021 \$ 14,833,103 \$ 14,833,103

Ending Fund Balance \$ 3,324,547

Prepared by the Business Office

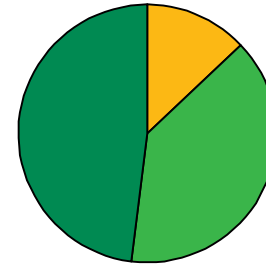
Market Overview

	Current Period	Year-to-Date
	12/01/2021	01/01/2021
Beginning Market Value	12,741,136.11	41,027,738.80
Income		
Interest	560.00	224,668.80
Dividends	164.83	2,938.39
Net Contributions/Distributions		
Receipts		23,944,324.97
Disbursements		(52,439,177.30)
Change in Market Value	0.00	(18,632.72)
Ending Market Value	12,741,860.94	12,741,860.94

Capital Gains

	Current Period	Year-to-Date
Short-term Capital Gain / (Loss)	0.00	0.00
Long-term Capital Gain / (Loss)	0.00	0.00

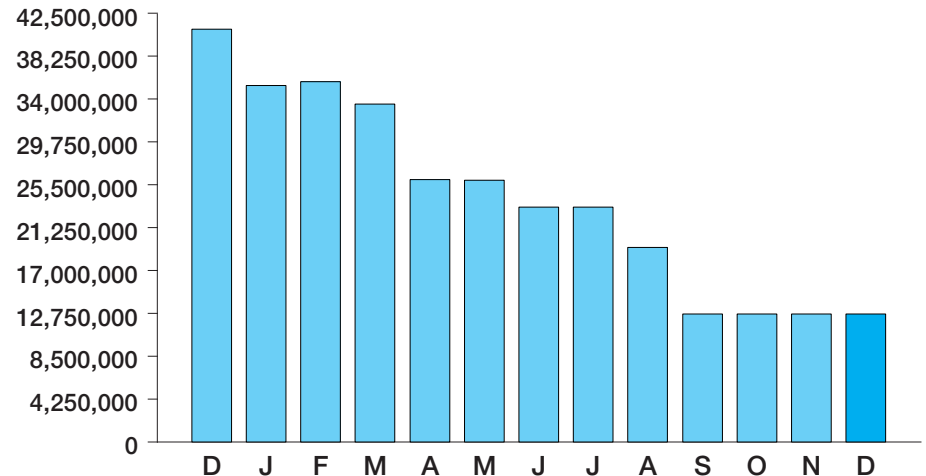
Asset Allocation



- Unique Assets
- Short Term Investments
- Money Markets and Cash

Account Value Percentage	Market Value
13%	\$1,650,000
39%	\$4,979,315
48%	\$6,112,546
100%	\$12,741,861

Historical Value





Account Name: Ludington Area Schools Custody Series
2019

Account Number: 150363.1
Statement Period: Dec. 1 - Dec. 31, 2021

Portfolio(s) included in Statement

Portfolio Number: 150363.1 Portfolio Name: Ludington Area Schools Custody 2019

Transaction Summary

	Income Cash	Principal Cash	Cost	Market Value Including Cash
Beginning Market Value	0.00	(2,474.04)	12,743,610.15	12,741,136.11
Income				
Interest		395.17	164.83	560.00
Dividends		164.83		164.83
Purchases		(2,000,000.00)	2,000,000.00	
Sales & Maturities		2,001,914.04	(2,001,914.04)	
Ending Market Value	0.00	0.00	12,741,860.94	12,741,860.94





Statement of Investment Position

Units Description	Symbol Cusip	Cost Basis		Market Value		Unrealized Gain / (Loss)	Estimated Annual Income	Yield %
		Unit	Total	Unit	Total			
Unique Assets								
Unique Assets								
1,650,000	Flagstar Bank CD	1.00	1,650,000.00	1.00	1,650,000.00		0	
Total Unique Assets			1,650,000.00		1,650,000.00	0.00	0	
Total Unique Assets			1,650,000.00		1,650,000.00	0.00	0	
Short-term Investments								
Short Term Investments								
1,225,000	Caterpillar Fin Services Co Disc C/P DTD 11/19/2021 0% 1/10/2022	14912EAA5	1.00	1,224,883.28	99.99	1,224,883.28	869	0.07
1,007,000	COLUMBIA UNIV TRUSTEES N Y DISC COML PAP DTD 11/10/2021 0% 3/10/2022	19865XCA7	1.00	1,006,557.48	99.96	1,006,557.48	1,429	0.14
350,000	Korea Dev Bank Ny Branch CP DTD 7/6/2021 0% 1/4/2022	5006E1A46	1.00	349,846.00	99.96	349,846.00	426	0.12
1,150,000	Province of British Columbia CP DTD 11/15/2021 0% 5/13/2022	11070KED5	1.00	1,148,925.71	99.91	1,148,925.71	2,215	0.19
1,250,000	Toyota Motor Credit Corp Disc C/P DTD 7/22/2021 0% 4/18/2022	89233HDJ0	1.00	1,249,102.78	99.93	1,249,102.78	2,155	0.17
Total Short Term Investments				4,979,315.25		4,979,315.25	0.00	7,095
Total Short Term Investments				4,979,315.25		4,979,315.25	0.00	7,095
Money Markets & Cash								
Money Market Funds								
6,112,545.69	Michigan Class Cooperative Liquid Asset	SF8888741	1.00	6,112,545.69	1.00	6,112,545.69	2,555	0.04
Total Money Market Funds				6,112,545.69		6,112,545.69	0.00	2,555
Total Money Markets and Cash				6,112,545.69		6,112,545.69	0.00	2,555
Account Total				12,741,860.94		12,741,860.94	0.00	9,649



Ludington Area Schools
Board of Education
Meeting Minutes December 13, 2021

This is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated on the agenda.

Mission: Ludington Area School District, in partnership with parents and community, will educate and empower students to adapt and succeed in their future.

REGULAR MEETING

- I. Call to Order & Roll Call ~ The meeting was held in the Administration Office Boardroom, 809 East Tinkham Avenue, Ludington, Michigan. The meeting was called to order by Steve Carlson, Board President at six o'clock p.m.
Members Present: Steve Carlson, Bret Autrey, Mike Nagle, Stephanie Reed, Josh Snyder, and Scott Foster
Members Absent: Leona Ashley
- II. Pledge of Allegiance
- III. Agenda Modification: Remove discussion and action items for Building & Site Bond Issuance Authorizing Resolution from the agenda.
- IV. Citizen Participation ~ Two citizens addressed the board.
- V. Board Committee Reports
 - A. Stephanie Reed presented the Personnel Committee Report for December 8, 2021. The committee discussed the following topics: consideration for a school nurse, new supervisor hiring recommendation for Caryn Elam as Child Nutrition Program Director, school district authorized signatories and electronic transfer officer designation for Dr. Kyle Corlett when he begins in January, second reading of Neola Policies Volume 36 Number 1, and updates from other committees.
 - B. Josh Snyder presented the Finance Committee Report for December 9, 2021. The committee discussed the following topics: consideration for a school nurse, hiring recommendation for Caryn Elam, school district authorized signatories and electronic transfer officer designation for Dr. Kyle Corlett. The committee discussed the Building & Site Second Issuance and Technology Bond Third and Final Issuance, reviewed the Elementary Bond Project payment, and reviewed updates from other committees.
 - C. Mike Nagle presented the Building & Site Committee Report for December 10, 2021. The committee discussed the following topics: the elementary construction project progress, shared the plan for moving, and reviewed updates from other committees. There are some concerns over price for the middle school and high school projects, supply chain issues, and supply chain issues for roofing materials. The committee discussed the Emergency Management Plan updates. The committee discussed the hiring recommendation for food service director, Caryn Elam.
- VI. Interim Superintendent Report and Comments ~ Dr. Peg Mathis shared this will be her last official meeting. She thanked the Board for everything. She stated there were lots of challenges this fall but there are great people here. The board members thanked Peg for filling in.
- VII. Discussion Items
 - A. Elementary Bond Project Application and Certificate for Payment #20 were received. It is recommended to approve the certificate for payment on the elementary school bond project and to authorize the District to pay the certificate for payment in the amount of \$837,556.85, as certified by the construction manager, and as outlined in the Certificate for Payment. The District received the pay application information from the construction manager to process on December 6, 2021.
 - B. Second reading for NEOLA Policy Updates Volume 36 Number 1 were shared. Neola has conducted a thorough review of policy templates and has provided appropriate revisions to ensure that the District meets compliance. The update includes revisions to the following District policies:

Ludington Area Schools
Board of Education
Meeting Minutes December 13, 2021

Bylaw 0100 - DEFINITIONS

Policy 3120 - EMPLOYMENT OF
PROFESSIONAL STAFF

Policy 6114 - COST PRINCIPLES -
SPENDING FEDERAL FUNDS

Policy 6152 - STUDENT FEES, FINES, AND
CHARGES

Policy 8310 - PUBLIC RECORDS

Policy 8320 - PERSONNEL FILES

Policy 8330 - STUDENT RECORDS

C. The most recent updates related to the ability to hire a school nurse, as well as a potential state grant opportunity to help support this position were discussed. Section 310 of the State School Aid Act has allocated funding to increase student supports this year, and school nurses are one of the supports identified as an allowable use for these funds. The first year would be fully funded and then reduced in subsequent years. The employee would be hired by Spectrum Health and contracted by the District.

D. The District received a resignation from Kevin Lange. Interviews were conducted when Donna Garrow retired one year ago. Caryn Elam was identified as a top candidate by the committee at that time, but ultimately the position was offered to Mr. Lange. Ms. Elam has expressed an interest in this now vacant position. The District is pleased to recommend the hiring of Caryn Elam for this position.

E. Jesse Rickard discussed the Technology Bond Issuance Authorizing Resolution for the third issuance of bonds. Student devices will be refreshed next summer. The final series is \$930,000.

VIII. Action Items

A. Motion by Autrey, supported by Snyder, to authorize and designate Dr. Kyle Corlett and Jesse Rickard as School District signatories as presented. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

B. Motion by Snyder, supported by Autrey, to authorize Dr. Kyle Corlett and Jesse Rickard as School District Electronic Transfer Officer Designees as presented. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

C. Motion by Autrey, supported by Nagle, to approve the Ratification Resolution Reaffirming Board Action as written by Thrun Law and presented. Ayes: Carlson, Autrey, Nagle, Foster. Nays: None. Abstain: Snyder, Reed. Motion: Passes 4-0-2.

D. Motion by Autrey, supported by Foster, to approve and appoint Stephanie Reed to the Personnel Committee & Chairperson, Building & Site Committee, City of Ludington Recreation Board as presented. Ayes: Carlson, Autrey, Nagle, Foster. Nays: None. Abstain: Snyder, Reed. Motion: Passes 4-0-2.

E. Motion by Nagle, supported by Autrey, to approve and appoint Josh Snyder to the Finance Committee & Chairperson, Co-Curricular Committee, and Board Treasurer as presented. Ayes: Carlson, Autrey, Nagle, Foster. Nays: None. Abstain: Snyder, Reed. Motion: Passes 4-0-2.

F. Motion by Reed, supported by Autrey, to approve the certificate for payment on the elementary school bond project and to authorize the District to pay the certificate for payment in the amount of \$837,556.85, as certified by the construction manager, and as outlined in the Certificate for Payment #20 as presented. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

G. Motion by Foster, supported by Reed, to approve the NEOLA Policy Updates Volume 36 Number 1 as reviewed by the Policy Committee and presented as listed:

Bylaw 0100 - DEFINITIONS

Policy 3120 - EMPLOYMENT OF
PROFESSIONAL STAFF

Policy 6114 - COST PRINCIPLES -
SPENDING FEDERAL FUNDS

Policy 6152 - STUDENT FEES, FINES, AND
CHARGES

Policy 8310 - PUBLIC RECORDS

Policy 8320 - PERSONNEL FILES

Policy 8330 - STUDENT RECORDS

Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

H. Motion by Autrey, supported by Reed, to approve the hiring of Caryn Elam as Child Nutrition Program Director as presented. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None.

Ludington Area Schools
Board of Education
Meeting Minutes December 13, 2021

Motion: Passes 6-0.

I. Motion by Snyder, supported by Foster, to adopt the Technology Bond Issuance Authorizing Resolution as written by Thrun Law and presented. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

J. Motion by Autrey, supported by Nagle, to approve the updated Emergency Operations Plan pursuant to MCL 390.130B of the Michigan Revised School code. This was originally adopted by the Board on December 9, 2019. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

- IX. Other Items of Business and Announcements ~ Scott Foster commented on school safety plans and the Board discussed the potential to develop a Board Safety Committee to monitor ongoing safety of the District. This will be revisited and discussed in January once the new superintendent is in place.

Steve Carlson read a note from the Board as follows: *"As we head into this year's holiday break, the Board would like to take a moment to thank every Ludington Area School employee. The pandemic has taken a toll on all of society, but conditions for those in education in particular have been difficult. School is a safe location for so many students. They look to our district not only to learn about algebra or social studies, but it's a place where they can get a hot meal or just a smile from an adult who knows and cares about them.*

These past two years, everyone's responsibilities have been expanded. Administrators and support staff have engaged in rapid testing and contact tracing. Food service employees have worked short-handed every shift. Teachers quickly pivoted to online learning and are now covering each other's classes during their prep periods. Custodial staff have sanitized surfaces again, again, and again. Employees are stressed out and exhausted. No one signed on for these additional responsibilities. Instead, people became involved in education because they care about kids.

In addition to all of this, the move to a new building, and transition from one superintendent to interim, and then to a new superintendent has added another layer to the stress and uncertainty. But, there is a silver lining. After the break, we'll open a brand-new, state of the art elementary school and the added pressures of the move will start to wind down. Dr. Corlett was in the district on December 3 and saw high school athletes, administrators and teachers working together as one big family, as they moved trailer after trailer of materials into the new building. He described it as, "Something Awesome I Saw."

The operation conditions under which we have been working the last two years have been unprecedented in education. We hear you and recognize the extra effort of all employees as they work to create a safe environment for all students. We hope that everyone is able to take this holiday season to rest and to celebrate with their families. Thank you for all you do."

Steve Carlson, on behalf of the Board, thanked Peg Mathis for filling in.

- X. Adjournment ~ Motion by Autrey, supported by Reed, to adjourn the meeting at 6:36 p.m. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

Michael W. Nagle, Secretary, Board of Education

Approved _____

(Official minutes of the Ludington Board of Education are available for public inspection during normal business hours at the Board of Education's central business office, 809 E. Tinkham Avenue, Ludington, Michigan. Phone 231-845-7303.) *The Ludington Area School District is an equal opportunity employer and provider.*

RESOLUTION AUTHORIZING PERE MARQUETTE SALE

Ludington Area Schools, Mason County, Michigan (the "District").

A regular meeting of the Board of Education (the "Board") was held in the Administrative Office Boardroom, 809 E Tinkham Ave, Ludington, Michigan, within the boundaries of the District, on the 17th day of January, 2022, at 6:00 o'clock in the p.m.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____

WHEREAS, the District owns real property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431, Parcel No. 051-423-005-00 (the "Property");

WHEREAS, the Board has determined that the Property is no longer necessary for school purposes and that it would be in the best interests of the District to sell the Property according to the procedure, terms, and conditions in the attached Notice of Bid Solicitation for Property Sale ("Notice");

WHEREAS, any bid for the Property shall be subject to the review and approval of the Board; and

WHEREAS, the Board desires to authorize and direct District Superintendent Kyle Corlett or designee, subject to review and approval by the District's legal counsel, to: (1) sell the Property consistent with the procedure, terms, and conditions specified in the Notice; (2) make any revisions to the Purchase Agreement attached to the Notice not inconsistent with this resolution and to sign the Purchase Agreement on behalf of the District; and (3) take any other action necessary to sell the Property, including signing Property closing documents on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby authorizes and directs District Superintendent Kyle Corlett or designee, subject to review and approval by the District's legal counsel, to: (1) sell the Property consistent with the procedure, terms, and conditions specified in the Notice; (2) make any revisions to the Purchase Agreement attached to the Notice not inconsistent with this resolution and to sign the Purchase Agreement on behalf of the District; and (3) take any other action necessary to sell the Property, including signing Property closing documents on behalf of the District.

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Ludington Area Schools, Mason County, Michigan, certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on January 17, 2022, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

**NOTICE OF BID SOLICITATION FOR PROPERTY SALE
PERE MARQUETTE, LUDINGTON, MICHIGAN**

Notice Date: January 18, 2022

Sealed bids will be accepted by the Ludington Area Schools (“District”) Board of Education (“Board”) for the property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431, Parcel No. 051-423-005-00 (the “Property”). The Property consists of approximately 0.96 acres and contains a 14,346 square feet brick/masonry one-story school building.

For those interested in placing a bid to purchase the Property, the bid conditions are:

1. Bids for the Property must be received on or before 4:00 p.m. on Friday, February 11, 2022, at the office of the District Superintendent, Kyle Corlett, which is located at 809 E. Tinkham Avenue, Ludington, Michigan 49431. Bids must be submitted using the Bid Form Attached as Attachment 1, and documentation demonstrating financial capability to pay the bid amount must be attached to the Bid Form.
2. The minimum bid amount is \$100,000.00.
3. A certified or cashier’s check in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) shall accompany each Bid Form and shall be forfeited if a bid is accepted and the bidder fails to timely sign the Purchase Agreement discussed below or close the transaction in accordance with the Purchase Agreement. The deposit amount will be credited to the purchase price at closing of the sale of the Property to the selected bidder. The deposit amount will be mailed back to each unselected bidder to the bidder’s address listed on the Bid Form within ten (10) calendar days from the date the Board has accepted a bid for the Property or has rejected all bids for the Property.

4. Questions concerning the Property must be directed to Tyrone Collins, District Operations Supervisor, to the following email: tcollins@lasd.net.

5. Any documents that the District has available for the Property are located on the District's website (www.lasd.net). Please do not contact District staff to request Property documents.

6. Prospective bidders may participate in a walk-through of the Property on January 25, 2022. The walk-through will start at approximately 10:00 AM. Prospective bidders should arrive before 10:00 AM and wait at the front entrance of Pere Marquette until directed otherwise by a District representative.

7. The Board will review all timely and conforming bids at its February 21, 2022 regular meeting, which is scheduled to begin at 6:00 PM ("Meeting").

8. The Board may schedule bidder interviews during the Meeting, which may be held on a date subsequent to the Meeting.

9. The Board may, in its discretion, accept a bid during the Meeting or at a subsequent meeting (the selected bidder, if any, the "Purchaser").

10. The Board expressly reserves the right to (a) reject any or all bids, (b) extend the bid deadline, (c) allow supplemental bids, (d) negotiate with any or all bidders, and (e) accept the bid which the Board, in its sole discretion, determines best serves the interests of the District.

The conditions of the Property sale are:

A. The Property will be sold "as is" and other than a warranty of title, the District expressly disclaims any warranties with regards to the Property.

B. The Purchaser shall sign a purchase agreement containing the terms and conditions in the Purchase Agreement attached as Attachment 2 within seven (7) days from the date that the Board accepts the Purchaser's bid.

C. Following conveyance of the Property to the Purchaser, the District shall have no liability or exposure with respect to the condition of the Property. At closing, the Purchaser shall enter into an agreement with the District wherein the Purchaser shall indemnify and hold harmless the District from all liability arising out of the condition of the Property.

Notice of Bid Solicitation Attachment 1
Bid Form

Bid Form
Pere Marquette, Ludington, Michigan

Bid Amount (Must Equal or Exceed \$100,000.00): \$ _____

Bidder agrees to the Property sale terms and conditions stated in the Notice of Bid Solicitation for Property Sale dated January 18, 2022 and the Purchase Agreement attached to that Notice, which concern property located at 1107 South Madison Street, Ludington, Michigan 49431, Parcel No. 051-423-005-00 (the "Property"). The Bidder's representative signing below represents that the representative is duly authorized to sign on behalf of the Bidder.

Bidder Name: _____

Bidder Representative Name: _____

Bidder Street Address: _____

Bidder City, State, & Zip Code: _____

Bidder Telephone Number: _____

Bidder Proposed Use of the Property: _____

Bidder Representative Signature

Signature Date

Please send bids to: Kyle Corlett, Superintendent
Ludington Area Schools
809 Tinkham Avenue
Ludington, Michigan 49431

Bids must be received by the District on or before 4:00 p.m. on February 11, 2022, at the address specified above. Bids received after that time will not be accepted. All bids must be accompanied by documentation demonstrating financial capability to pay the bid amount and a \$5,000 certified or cashier's check. The check shall be forfeited if a bid is selected and the bidder fails to timely execute the Purchase Agreement or close the transaction in accordance with the Purchase Agreement.

The Board of Education reserves the right to accept or reject any or all bids received, extend the bid deadline, allow supplemental bids, negotiate with any or all bidders, and accept the bid which the Board, in its sole discretion, determines best serves the interests of the District.

Notice of Bid Solicitation Attachment 2
Purchase Agreement

PURCHASE AGREEMENT
PERE MARQUETTE

This Purchase Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”), by and between Ludington Area Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 809 E Tinkham Ave, Ludington, Michigan 49431 (“Seller”) and _____, whose address is _____ (“Purchaser”) (individually, a “Party” and collectively, the “Parties”), for the transfer by the Seller to the Purchaser of property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431, Parcel No. 051-423-005-00 (the “Property”), upon the following terms and conditions:

1. **Property Transferred.** The Purchaser shall purchase and receive and the Seller shall sell the Property, including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining.
2. **Consideration.** The Property shall be purchased for _____ (\$_____). As further consideration, the Purchaser agrees to take the Property subject to the disclaimer of warranties and transfer of environmental liability provisions contained in Paragraphs 8 and 9 below. The District has determined that the consideration in this paragraph is full and fair value for the Property, including because of ongoing maintenance expenditures for the building on the Property.
3. **Closing.** Closing of the sale described herein shall take place on a date mutually agreed to by the Seller and Purchaser in writing, but shall be no later than 45 calendar days after the Effective Date (“Closing”). The Closing shall take place at the office of the Seller’s Superintendent of Schools or, at the Seller’s option, the title company that provides the title commitment described in Paragraph 6 below.
4. **Deed.** Seller will sign a deed to the Property at Closing and the transfer of Property title is subject to the terms of that deed. A copy of the deed the Seller anticipates to sign at Closing is attached to this Agreement as Exhibit A.
5. **Property Taxes and Assessments.** The Purchaser shall be responsible for all property taxes and assessments on the Property that become due after Closing, if any.
6. **Evidence of Title.** The Seller shall, at Purchaser’s expense, as soon as practical and in any event within 10 calendar days from the Effective Date, place an order for a title insurance owner’s policy commitment; the amount of coverage for the policy shall be determined by the Purchaser and communicated to the title company by the Purchaser before Closing. Within 10 calendar days of receipt of the commitment for title insurance, the Purchaser shall notify the Seller of any restrictions, reservations, limitations, easements, liens, and other conditions of record (together hereinafter called “Title Defects”), disclosed in such commitment which would unreasonably interfere with the Purchaser’s proposed use of the Property. Should the

Purchaser so notify the Seller of any such Title Defects, the Seller shall have until Closing to cure or remove same. If such objections are not cured by Closing, the Purchaser may, at the Purchaser's option, terminate this Agreement, or alternatively set a date with the Seller to extend the Closing date to a mutually agreed upon Closing date so as to provide the Seller with an additional opportunity to cure said Title Defects. In the event such reasonable objections are not cured by Closing, or any extension thereof, and the Purchaser elects not to waive its title objections, the Purchaser may terminate this Agreement and neither Party shall have any further liability to the other under this Agreement. If Purchaser fails to notify the Seller of Title Defects within 10 calendar days as provided in this Paragraph, Purchaser shall purchase the Property with the Title Defects.

7. **Inspections, Surveys, Tests, and Zoning Approvals.** The Purchaser, its agents, or its independent contractors shall have the right and license to enter upon the Property upon reasonable advance notice to the Seller for the purposes of making or obtaining any and all surveys, appraisals, explorations, soil tests, inspections, environmental reports, wetlands and flood plain evaluations, water and perk tests, site plan and zoning approvals and the like, all of which inspections and approvals shall be completed within 30 calendar days of the Effective Date (the "Inspection Period"). If the Purchaser has exercised its best efforts to conduct inspections of the Property and obtain any approvals but has not finalized same within the Inspection Period, then Purchaser and Seller may agree in writing to extend the Inspection Period and change the Closing date. If Purchaser is reasonably not satisfied with the condition of the Property or has not obtained all necessary site plan and zoning approvals because of factors beyond Purchaser's control and the Purchaser notifies the Seller of same within the Inspection Period or any extension thereof agreed to by the parties, then this Agreement shall terminate and neither Party shall have any further liability or responsibility hereunder.

Notwithstanding anything to the contrary in this Agreement, Purchaser, its agents, and its independent contractors shall use all reasonable efforts to minimize any damage to the Property in the performance of tasks pursuant to the preceding paragraph. In the event any portion of the Property is disturbed or altered by virtue of such tasks, the Purchaser shall promptly, at its sole expense, restore the Property to substantially the same condition that existed prior to such disturbance or alteration and shall indemnify and hold the Seller harmless from any loss, cost, or damage to the Property, including without limitation the Seller's actual attorneys' fees, caused by such tasks.

8. **Disclaimer of Warranties.** AT CLOSING, PURCHASER SHALL CONFIRM IN WRITING IT HAS CONDUCTED ALL INSPECTIONS WHICH, IN ITS SOLE DISCRETION, IT HAS DETERMINED NECESSARY TO ESTABLISH THE CONDITION OF THE PROPERTY. AT CLOSING, PURCHASER WILL EXECUTE THE PURCHASER'S STATEMENT THAT IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT B ("PURCHASER'S STATEMENT"). THE PURCHASER'S STATEMENT CONFIRMS IN WRITING THAT (A) PURCHASER HAS INSPECTED THE PROPERTY AND AGREES TO TAKE THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS; AND (B) SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY

KIND WITH REGARD TO THE PROPERTY. THE PROVISIONS CONTAINED IN THE PURCHASER'S STATEMENT SHALL SURVIVE CLOSING.

9. **Environmental Matters.** It is the intention and agreement of Seller and Purchaser that following conveyance of the Property to the Purchaser, Seller shall have no liability or exposure to Purchaser with respect to any environmental remediation required on the Property. Purchaser is accepting the Property in its "as is" condition with full liability therefor. Seller and Purchaser agree, if a conveyance of the Property occurs:

(a) Purchaser shall, at its sole expense, be responsible for and pay the cost of investigation, repairs, and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses; that the Property complies with all applicable building codes or other applicable laws or regulations; and that the Property is not in violation of any federal, state, or local laws, regulations, or orders pertaining to the environment or use of the Property.

(b) Purchaser shall not look to and shall indemnify and hold harmless the Seller or its successors or assigns, including without limitation actual attorneys' fees incurred by the Seller or its successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by Purchaser pursuant to Paragraph (a) above by reason of the existence of any hazardous waste or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or statute.

(c) The provisions of this Paragraph 9 shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(d) This Paragraph 9 shall inure to the benefit and be binding upon the Purchaser, its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by the Purchaser.

(e) The provisions of subparagraphs (a) through (d), above, shall survive Closing. At Closing, the provisions of subparagraphs (a) through (d) shall be placed in recordable form, signed, and acknowledged by Purchaser and Seller and then recorded by Seller, at Purchaser's expense, with the Mason County, Michigan, Register of Deeds. A copy of the Transfer of Liability Agreement is attached hereto and made a part hereof as Exhibit C.

10. **Further Assurance.** Each Party shall execute and deliver such other and further documents or perform such acts as may be reasonably requested by the other to confirm and consummate the transaction that is the subject of this Agreement.

11. **Attorney's Opinion.** Purchaser acknowledges that Seller has recommended that Purchaser retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before Closing.

the transaction herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this Agreement. Each Party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either Party.

18. **Amendments.** This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.
19. **Headings.** The headings used herein are for convenience only and shall not govern the interpretation of any paragraph of this Agreement.
20. **Successors and Assigns.** This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
21. **Assignment.** Neither Party shall have the right to assign its rights under this Agreement to any person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
22. **No Construction Against Drafting Party.** This Agreement shall not be more strictly construed against, nor shall any ambiguities within this Agreement be resolved against, a Party because of that Party's participation in the drafting of this Agreement.
23. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
24. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
25. **Authorized Signatures.** Each individual signing below represents that the individual is duly authorized to sign on behalf of that individual's respective party as listed below.

SELLER:

**LUDINGTON AREA SCHOOLS,
a Michigan general powers school district**

Signature: _____

Printed Name: Kyle Corlett

Its: Superintendent

Dated: _____, 2022

PURCHASER:

Signature: _____

Printed Name: _____

Its: _____

Dated: _____, 2022

EXHIBIT A

WARRANTY DEED

Ludington Area Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 809 E Tinkham Ave, Ludington, Michigan 49431 (“Grantor”) conveys and warrants to _____, whose address is _____ (“Grantee”), property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431 and legally described as follows:

[Insert Legal Description From Title Work]

(the “Property”), which is Parcel No. 051-423-005-00, including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of _____ (\$_____).

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by _____, Commitment No. _____, dated _____ at _____ a.m./p.m.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

GRANTOR:

**LUDINGTON AREA SCHOOLS,
a Michigan general powers school district**

Dated: _____, 2022

By: **(For Execution at Closing)**
Kyle Corlett

Its: Superintendent

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2022 by Kyle Corlett, Superintendent, Ludington Area Schools, a Michigan general powers school district.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Prepared By (Without Opinion):
Grantee	Grantee	Piotr M. Matusiak, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

EXHIBIT B

PURCHASER'S STATEMENT

_____, whose address is _____, (“Purchaser”), is purchasing from Ludington Area Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 809 E Tinkham Ave, Ludington, Michigan 49431 (“Seller”), property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431 and legally described as follows:

[Insert Legal Description From Title Work]

(the “Property”), which is Parcel No. 051-423-005-00.

The Purchaser confirms, acknowledges, and agrees that:

- (1) It has inspected the Property and agrees to take the Property “as is” with all personal property and debris and in its present condition.
- (2) The Seller expressly disclaims any and all warranties of any kind with regards to the Property.
- (3) Except as provided in the Purchase Agreement between these parties dated _____, 2022, there are no written or oral understandings between the Seller and the Purchaser regarding the Property.

The provisions stated above shall survive closing.

PURCHASER:

Signature: **(For Execution at Closing)**

Printed Name: _____

Its: _____

Dated: _____, 2022

The foregoing was acknowledged before me in _____, County, Michigan, this _____ day of _____, 2022, by _____, _____, _____.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

**Prepared by and after
recording return to:**

Piotr M. Matusiak, Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

EXHIBIT C

TRANSFER OF LIABILITY AGREEMENT

This Transfer of Liability Agreement (this "Agreement") is entered into as of the date of the last signature below. It is the intention and agreement of Ludington Area Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 809 E Tinkham Ave, Ludington, Michigan 49431 ("Seller") and _____, whose address is _____ ("Purchaser"), that following conveyance by the Seller to the Purchaser of property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431, and legally described in Attachment A to this Agreement ("Property"), the Seller shall have no liability or exposure to Purchaser with respect to any environmental remediation required on the Property. The Purchaser is accepting the Property in its "as is" condition with full liability therefor. Seller and the Purchaser agree as follows:

(a) Purchaser shall, at its sole expense, be responsible for and pay the cost of investigation, repairs, and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses; that the Property complies with all applicable building codes or other applicable laws or regulations; and that the Property is not in violation of any federal, state, or local laws, regulations, or orders pertaining to the environment or use of the Property.

(b) Purchaser shall not look to and shall indemnify and hold harmless the Seller or its successors or assigns, including without limitation actual attorneys' fees incurred by the Seller or its successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by Purchaser pursuant to Paragraph (a) above by reason of the existence of any hazardous waste or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or statute.

(c) The provisions of this Agreement shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(d) This Agreement shall inure to the benefit and be binding upon the Purchaser and its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part by the Purchaser.

(e) The provisions of subparagraphs (a) through (d), above, shall survive closing. This Agreement shall be signed and acknowledged by the Purchaser and the Seller, and recorded by the Seller, at Purchaser's expense, with the Mason County, Michigan, Register of Deeds.

SELLER:

**LUDINGTON AREA SCHOOLS,
a Michigan general powers school district**

Signature: **(For Execution at Closing)**

Printed Name: Kyle Corlett

Its: Superintendent

Dated: _____, 2022

The foregoing was acknowledged before me in _____, County, Michigan, this day of _____, 2022, by Kyle Corlett, Superintendent, Ludington Area Schools, a Michigan general powers school district.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

PURCHASER:

Signature: **(For Execution at Closing)**

Printed Name: _____

Its: _____

Dated: _____, 2022

The foregoing was acknowledged before me in _____, County, Michigan, this ____ day of _____, 2022, by _____, _____, _____.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

**Prepared by and after
recording return to:**

Piotr M. Matusiak, Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

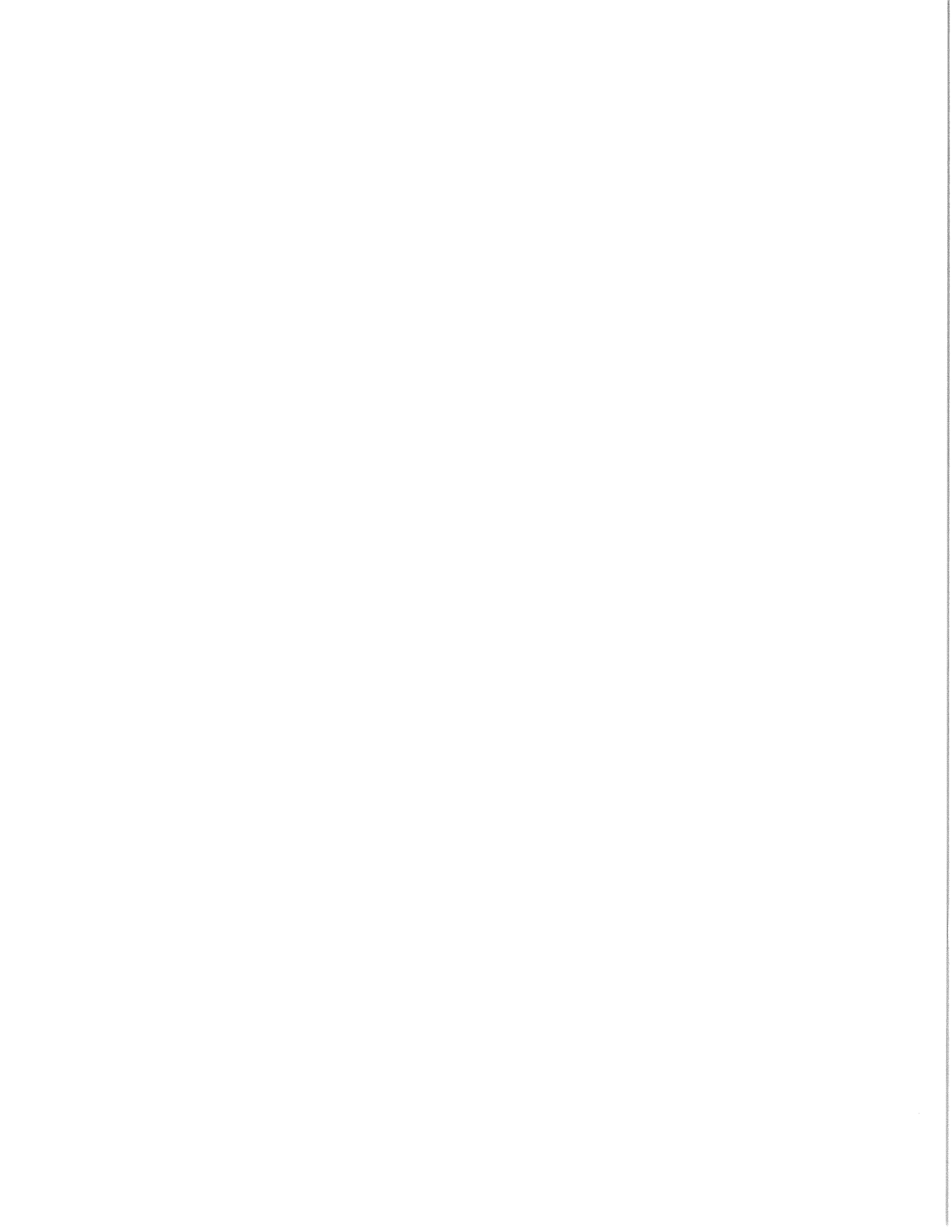
Attachment A to Transfer of Liability Agreement:

Legal Description of Property

Real property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431, Ludington, Michigan, 49431 and legally described as follows:

[Insert Legal Description From Title Work]

(the "Property"), which is Parcel No. 051-423-005-00.





COVID-19 Isolation and Quarantine Guidance

Updated by CDC on 12/27/2021

If you test positive for COVID-19 (Isolation)

Everyone, regardless of vaccination status:

- Stay home for 5 days
- If you have no symptoms or your symptoms are resolving after 5 days, you can leave your house
- Continue to wear a mask around others for 5 additional days
- If you have a fever, continue to stay home until your fever resolves

If you were exposed to someone with COVID-19 (Quarantine)

If you:

Have received a COVID-19 booster

OR

Completed the Pfizer or Moderna series in the last 6 months

OR

Completed the Johnson & Johnson series in the last 2 months

- Wear a mask around others for 10 days
- Test on day 5, if possible
- Quarantine not required unless you develop symptoms, after which, get tested and stay home for 5 days

If you:

Completed the Pfizer or Moderna series over 6 months ago and have not had a booster

OR

Completed the primary series of Johnson & Johnson series over 2 months ago and are not boosted

OR

Have an incomplete vaccine series or are unvaccinated

- Stay home (quarantine) for 5 days
- After that continue to wear a mask around others for 5 additional days
- If you can't quarantine you must wear a mask for 10 days
- Test on day 5, if possible
- If you develop symptoms, get a test and stay home

