

**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: Regular Meeting**  
**DATE: September 19, 2022**  
**TIME: 6:00 p.m.**  
**PLACE: Ludington Elementary School, 5771 West Bryant Road, Ludington, MI 49431**

**REGULAR MEETING**

1. CALL TO ORDER & ROLL CALL  
 Steve Carlson   Bret Autrey   Mike Nagle   Stephanie Reed   Josh Snyder   Leona Ashley   Scott Foster
2. PLEDGE OF ALLEGIANCE
3. AGENDA MODIFICATION
4. SPECIAL PRESENTATION
  - a. Interconnected Systems Framework- Jennifer Rollenhagen, WSESD and Erin Coe, DHD10
  - b. Katie Eisinger, Ludington Elementary School Principal
5. CITIZEN PARTICIPATION
6. CONSENT AGENDA
  - a. Ratification of Bill Payment - Per Summary Dated: September 19, 2022
  - b. Approval of Minutes Dated: August 15, 2022
  - c. Hiring Approvals & Resignation Acceptances
7. BOARD COMMITTEE REPORTS
  - a. Finance Committee Report
  - b. Building/Site Committee Report
  - c. Personnel/Negotiation Committee Report
8. BUSINESS MANAGER'S REPORT
9. SUPERINTENDENT'S REPORT & COMMENTS
  - a. Soaring Oriole Award
  - b. Plan to Address Learning Loss
  - c. Evaluation Goals
10. DISCUSSION ITEMS
  - a. Bond Project Application and Certificate for Payment #29- \$477,214.49
  - b. Approve DHD10 Counselor E3 Grant
  - c. Approve Bid Proposals for Softball Field Projects
  - d. Van Order
  - e. Snow Plow Bid
  - f. Payroll Assistant Agreement with WSESD
11. ACTION ITEMS
  - a. Bond Project Application and Certificate for Payment #29- \$477,214.49
  - b. Approve DHD10 Counselor E3 Grant
  - c. Approve Bid Proposals for Softball Field Projects
  - d. Van Order
  - e. Snow Plow Bid
  - f. Payroll Assistant Agreement with WSESD
12. OTHER ITEMS OF BUSINESS & ANNOUNCEMENTS
13. 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 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 Corlett, Superintendent  
RE: Regular Meeting Agenda Notes

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## 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

**Regular Meeting**  
**CONSENT AGENDA**

Hiring Approvals

- Taylor Brunette, LES Aide
- Kristal Copsey, Food Service Aide
- Keegan Curtis, LES Aide
- Felicia Gilbert, Transportation
- Michele Heckenlaible, Food Service Aide
- Sarah Knell, Food Service Aide
- Caleb Lombard, Mechanic
- Jacklyn Martin, Food Service Aide
- Amy McWilliams, Food Service Aide
- Heather Miletich, LES Aide
- Nickole Petzak-Davis, Food Service Aide
- Elise Russell, OJ Aide
- Marla Sanders, LES Aide
- Lindsay Siple, Food Service Aide
- William Shinn, LHS Aide
- Thad Shank, MS Girls Basketball
- Mary Villalpando, Food Service Aide
- Barry Webster, Transportation
- Allison Woolard, Transportation

Resignation Acceptances

- Nicole Benedict, Payroll Assistant
- Patricia Vos, LHS Food Service
- Deb Hillier, LES Food Service
- Sharilyn Rotta, Food Service
- Michael Seymour, Transportation

**DISCUSSION ITEMS**

**Bond Project Application and Certificate for Payment #29**

We will need an action item at the Board meeting to approve the certificate for payment on the school bond project and to authorize the District to pay \$477,214.49, as certified by the architect and construction manager, and as outlined in the Certificate for Payment. The certified pay application has been shared with the Board.

**Approve DHD10 Counselor E3 Grant**

A grant that the DHD10 received on our behalf, called E3, has to be approved by the school board as a formality.

**Approve Bid Proposals for Softball Field Projects**

Tyrone has received quotes for the batting cage (\$11,699), backstop wall and netting (\$46,200), and outfield foul poles (\$2,305) for a total of \$60,204.

**Van Order**

Deb Wilsey, Transportation Director, has recommended ordering two 10 passenger, high roof vans, in the amount of \$57,631 each, to be used mainly for athletics. The cost comes from the MiDeal extended purchasing program through the State of Michigan that negotiates rates for schools and public entities.

**Snow Plow Bid**

We received one bid for snow plow services, and there was a slight increase since the last bid in 2016. The bid is included in the packet.

**Payroll Assistant Agreement with WSESD**

As we discussed during our committee meetings, our payroll assistant just resigned and we're contracting with West Shore ESD to provide that service. This partnership will assist in supporting the position as well as oversight. And, if for any reason the new payroll assistant needs to take time off, the ESD has the capacity to complete the payroll using other staff. The agreement with the ESD is attached. You'll see it's only for two years and after that we can re-evaluate if we would like to extend it.

**ACTION ITEMS**

**Bond Project Application and Certificate for Payment #29**

**Board President:** We will need a motion to approve the certificate for payment on the school bond project and to authorize the District to pay \$477,214.49, as certified by the architect and construction manager, and as outlined in the Certificate for Payment. The certified pay application has been shared with the Board.

**Motion by Member \_\_\_\_\_,** to approve the certificate for payment on the school bond project and to authorize the District to pay the certificate for payment in the amount of \$258,590.61 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.

**Approve DHD10 Counselor E3 Grant**

**Board President:** We will need a motion to approve the District Health Department #10 Counselor E3 Grant.

**Motion by Member \_\_\_\_\_,** to approve the District Health Department #10 Counselor E3 Grant 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 Bid Proposals for Softball Field Projects**

**Board President:** We will need a motion to approve bids for the softball field projects to Beacon Athletics for the TUFFframe ELITE Outdoor batting cage in the amount of (\$11,699), Collegiate Foul Poles for outfield foul poles (\$2,305) and Backstop Netting System (\$23,000) and Ruggles & Son Masonry for the backstop knee wall in the amount of (\$23,200) for a total of \$60,204.

**Motion by Member \_\_\_\_\_**, to approve bids for the softball field projects to Beacon Athletics for the TUFFframe ELITE Outdoor batting cage in the amount of (\$11,699), Collegiate Foul Poles for outfield foul poles (\$2,305) and Backstop Netting System (\$23,000) and Ruggles & Son Masonry for the backstop knee wall in the amount of (\$23,200) for a total of \$60,204.

**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.

### Van Order

**Board President:** We will need a motion to approve the purchase of two 10 passenger, high roof vans, in the amount of \$57,631 each, to be used mainly for athletics. The purchase and cost comes from MiDeal, the State of Michigan's extended purchasing program for schools and public entities.

**Motion by Member \_\_\_\_\_**, to approve the purchase of two 10 passenger, high roof vans in the amount of \$57,631 each through MiDeal 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.

### Snow Plow Bid

**Board President:** We will need a motion to approve the snow plow bid to Larsen's Landscaping & Lawncare as presented.

**Motion by Member \_\_\_\_\_**, to approve the snow plow bid to Larsen's Landscaping & Lawncare 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.

### Payroll Assistant Agreement with WSESD

**Board President:** We will need a motion to approve the two year Payroll Assistant Agreement with West Shore Educational Service District as presented.

**Motion by Member \_\_\_\_\_**, to approve the two year Payroll Assistant Agreement with West Shore Educational Service District 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.



# RATIFICATION OF BILL PAYMENT

September 19, 2022

Period: 8/11/2022 through 9/15/2022

## GENERAL OPERATING FUND

Payroll 8-19-22	650,933.90
Payroll 9-2-22	644,810.38

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Total Payroll	1,295,744.28
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<b>Bills (8/11/22 through 9/15/22)</b>	<u>2,710,257.75</u>
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**4,006,002.03**

## TOTAL GENERAL OPERATING FUND

TOTAL ATHLETIC FUND	<b>14,630.89</b>
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<b>Bills (8/11/22 through 9/15/22)</b>	
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TOTAL LUNCH FUND	<b>22,012.19</b>
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<b>Bills (8/11/22 through 9/15/22)</b>	
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GRAND TOTAL ALL FUNDS	<b>4,042,645.11</b>
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<b>Bills (8/11/22 through 9/15/22)</b>	
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**LUDINGTON AREA SCHOOLS  
BALANCE SHEET  
For the Month Ending August 31, 2022**

		<b><u>Current Year</u></b>
<b><u>Assets</u></b>		
Savings/Checking Accounts	\$	1,755,865
Investments	\$	-
Taxes Receivable	\$	-
Accounts Receivable	\$	1,000,346
Due from Other Funds	\$	413,807
Due from Other Governmental Units	\$	-
Inventory	\$	-
Prepaid Expenses	\$	177,801
Other Assets	\$	-
<b>Total Assets</b>		<b><u>\$ 3,347,820</u></b>
 <b><u>Liabilities and Fund Equity</u></b>		
Liabilities:		
Accounts Payable	\$	515,038
Payroll Liabilities	\$	3,096,020
Accrued Expenses	\$	-
Due to Other Funds	\$	-
Due to Other Governmental Units	\$	-
Deferred Revenue	\$	343,074
Note Payable	\$	-
<b>Total Liabilities</b>	\$	<b><u>3,954,132</u></b>
 Fund Equity:		
Inventory (Reserved)	\$	-
Other Fund Balance	\$	<u>(606,312)</u>
<b>Total Fund Balance</b>	\$	<b><u>(606,312)</u></b>
 <b>Total Liabilities and Fund Equity</b>		 <b><u>\$ 3,347,820</u></b>



**LUDINGTON AREA SCHOOLS  
GENERAL FUND  
STATEMENT OF REVENUES AND EXPENDITURES  
For the Month Ending August 31, 2022**

<b>REVENUES:</b>	<b>Budget</b>	<b>Year to date</b>	<b>Balance</b>	<b>% spent</b>
Local	\$ 17,844,645	\$ 1,957,823	\$ 15,886,822	10.97%
State	\$ 4,721,649	\$ -	\$ 4,721,649	0.00%
Federal	\$ 3,431,185	\$ -	\$ 3,431,185	0.00%
Transfers	\$ 585,644	\$ 10,310	\$ 575,334	1.76%
 Total Revenue	 \$ 26,583,123	 \$ 1,968,133	 \$ 24,614,990	 7.40%
 <b>EXPENDITURES:</b>				
Instruction/Basic	\$ 13,854,537	\$ 780,867	\$ 13,073,670	5.64%
/Added Needs	\$ 3,447,369	\$ 280,792	\$ 3,166,577	8.15%
Support Service/Pupil	\$ 895,483	\$ 31,401	\$ 864,082	3.51%
/Instructional	\$ 858,646	\$ 110,381	\$ 748,265	12.86%
/Gen. Admin.	\$ 471,848	\$ 79,929	\$ 391,919	16.94%
/School Admin.	\$ 1,918,448	\$ 236,939	\$ 1,681,509	12.35%
/Business	\$ 635,875	\$ 63,666	\$ 572,209	10.01%
/Oper. & Maint.	\$ 2,055,111	\$ 219,406	\$ 1,835,705	10.68%
/Transportation	\$ 1,036,779	\$ 119,007	\$ 917,772	11.48%
/Central Services	\$ 240,421	\$ 32,884	\$ 207,537	13.68%
/Athletics	\$ 933,960	\$ 203,043	\$ 730,917	21.74%
/Comm Services	\$ 125,839	\$ 10,886	\$ 114,953	8.65%
/Transfers	\$ 7,900	\$ 7,080	\$ 820	89.62%
 Total Expenditures	 \$ 26,482,216	 \$ 2,176,282	 \$ 24,305,114	 8.22%
Excess of Revenue over Expenses		\$ (208,149)		
 Fund Balance 6/30/22	 \$ 1,602,806	 \$ 1,602,806		
 Budgeted Ending Fund Balance	 \$ 1,703,713			

*Prepared by the Business Office*

**LUDINGTON AREA SCHOOLS**  
**Sinking Funds**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**For the Month Ending August 31, 2022**

<b>REVENUES:</b>	<b>Budget</b>	<b>year to date</b>	<b>Balance</b>	<b>% spent</b>
Tax Revenue Sinking	\$ 387,806	\$ 47,641	\$ 340,165	12.28%
Interest Sinking Fund	\$ -	\$ 420	\$ (420)	#DIV/0!
Other Income	\$ -	\$ -	\$ -	#DIV/0!
Total Revenue	\$ 387,806	\$ 48,061	\$ 339,745	12.39%
<b>EXPENDITURES:</b>				
Equipment	\$ -	\$ -	\$ -	0.00%
Construction Sinking	\$ 400,000	\$ 107,421	\$ 292,579	26.86%
Tax Appeals	\$ 6,000	\$ -	\$ 6,000	0.00%
Total Expense	\$ 406,000	\$ 107,421	\$ 298,579	26.46%
Fund Balance 6/30/22	\$ 1,102,366	\$ 1,102,366		
Ending Fund Balance		\$ 1,043,007		

**LUDINGTON AREA SCHOOLS**  
**Technology Fund**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**For the Month Ending August 31, 2022**

<b>REVENUES:</b>	<b>Budget</b>	<b>year to date</b>	<b>Balance</b>	<b>% spent</b>
Bond Issuance	\$ -		\$ -	#DIV/0!
Interest	\$ 1,000	\$ 394	\$ 606	39.41%
Total Revenue	\$ 1,000	\$ 394	\$ 606	39.41%
<b>EXPENDITURES:</b>				
Issuance Costs	-		\$ -	8.40%
Equipment	1,136,455	\$ 895,669	\$ 240,786	0.00%
Construction	25,000		\$ 25,000	0.00%
Total Expense	1,161,455	\$ 895,669	\$ 265,786	77.12%
Fund Balance 6/30/22	\$ 445,102	\$ 445,102		
Ending Fund Balance		\$ (450,172)		

*Prepared by the Business Office*

**LUDINGTON AREA SCHOOLS**  
**Capital Projects Fund**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**For the Month Ending August 31, 2022**

<b>REVENUES:</b>	<b>Budget</b>	<b>year to date</b>	<b>Balance</b>	<b>% spent</b>
Bond Issuance	\$ -	\$ -	\$ -	#DIV/0!
Interest Earnings	\$ 50,586		\$ 50,586	0.00%
Energy Rebates	\$ -	\$ -		
Total Revenue	\$ 50,586	\$ -	\$ 50,586	0.00%
 <b>EXPENDITURES:</b>				
Bond Issuance Costs	-	\$ -	\$ -	0.00%
Contracted Services	-	\$ -	\$ -	0.00%
Site Improvements	1,650,000	\$ 15,150	\$ 1,634,850	0.00%
Consulting Services	1,556,389	\$ 17,960	\$ 1,538,429	1.15%
Legal Fees	5,000	\$ -	\$ 5,000	0.00%
Building Construction	2,000,000	\$ 1,357,010	\$ 642,990	67.85%
Building Improvements	20,000,000	\$ 10,484	\$ 19,989,516	
Other Expense		\$ -	\$ -	0.00%
Total Expense	25,211,389	1,400,604	\$ 23,810,785	5.56%
Fund Balance 6/30/22	\$ 14,833,103	\$ 14,833,103		
Ending Fund Balance		\$ 13,432,499		

*Prepared by the Business Office*

### Market Overview

	Current Period	Year-to-Date
	08/01/2022	01/01/2022
<b>Beginning Market Value</b>	<b>901,099.73</b>	<b>12,741,860.94</b>
Income		
Interest		2,822.60
Dividends	1,796.18	5,864.97
Net Contributions/Distributions		
Receipts		5,374,548.83
Disbursements		(17,222,201.43)
Expenses/Fees	(387.00)	(387.00)
Change in Market Value	0.00	0.00
<b>Ending Market Value</b>	<b>902,508.91</b>	<b>902,508.91</b>

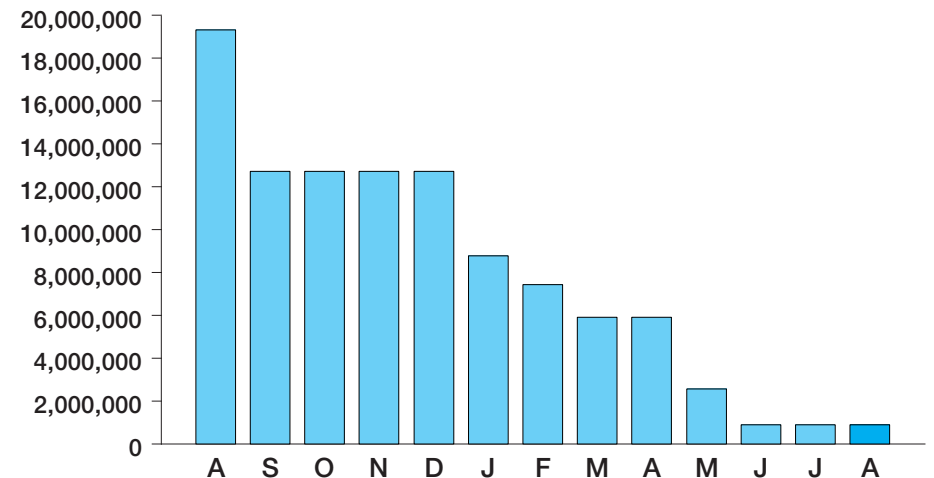
### Asset Allocation

	Account Value Percentage	Market Value
Money Markets and Cash	100%	\$902,509
	<b>100%</b>	<b>\$902,509</b>

### 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

### Historical Value





Account Name: Ludington Area Schools Custody Series  
2019

Account Number: 150363.1  
Statement Period: Aug. 1 - Aug. 31, 2022

### 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
<b>Beginning Market Value</b>	<b>0.00</b>	<b>0.00</b>	<b>901,099.73</b>	<b>901,099.73</b>
Income				
Interest		(1,796.18)	1,796.18	
Dividends		1,796.18		1,796.18
Disbursements				
Fees and Expenses		(387.00)		(387.00)
Sales & Maturities		387.00	(387.00)	
<b>Ending Market Value</b>	<b>0.00</b>	<b>0.00</b>	<b>902,508.91</b>	<b>902,508.91</b>





**Statement of Investment Position**

Units Description	Symbol Cusip	Cost Basis		Market Value		Unrealized Gain / (Loss)	Estimated Annual Income	Yield %
		Unit	Total	Unit	Total			
<b>Money Markets &amp; Cash</b>								
<b>Money Market Funds</b>								
902,508.91 Michigan Class Cooperative Liquid Asset	SF8888741	1.00	902,508.91	1.00	902,508.91		20,957	2.32
<b>Total Money Market Funds</b>			<b>902,508.91</b>		<b>902,508.91</b>	<b>0.00</b>	<b>20,957</b>	
<b>Total Money Markets and Cash</b>			<b>902,508.91</b>		<b>902,508.91</b>	<b>0.00</b>	<b>20,957</b>	
<b>Account Total</b>			<b>902,508.91</b>		<b>902,508.91</b>	<b>0.00</b>	<b>20,957</b>	



Ludington Area Schools  
Board of Education  
Meeting Minutes August 15, 2022

*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.

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REGULAR MEETING

- I. Call to Order & Roll Call ~ The meeting was held in the Ludington Area School District Administration Office Boardroom located at 809 East Tinkham Avenue, Ludington, Michigan. The meeting was called to order by Board President Steve Carlson at six o'clock p.m.

Members Present: Steve Carlson, Bret Autrey, Josh Snyder, Mike Nagle, Stephanie Reed,  
Leona Ashley

Members Absent: Scott Foster

- II. Pledge of Allegiance  
III. Agenda Modification ~ Add Discussion & Action Items: Probationary Teaching Contracts  
IV. Citizen Participation ~ Two citizens addressed the Board.

V. Consent Agenda

A. Ratification of Bill Payment - Per Summary Dated August 15, 2022 was approved by consent.

B. Approval of Minutes – Regular Meeting July 18, 2022 was approved by consent.

C. Appointment of Legal Firm Thrun Law, P.C. was approved by consent.

D. Appointment of Audit Firm Hungerford Nichols was approved by consent.

E. Approval for Distance/Virtual Learning 2022/2023 was approved by consent.

F. Hiring approval for Jeff Knapp, JV Tennis Coach was approved and the resignation of Cody Jensen, Ludington Elementary School Teacher was accepted by consent.

Motion by Snyder, supported by Autrey, to approve the consent agenda as presented.

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

VI. Board Committee Reports

A. The Finance Committee report was presented by Josh Snyder.

B. The Building and Site Committee report was presented by Mike Nagle.

C. The Personnel Committee report was presented by Stephanie Reed.

VII. Superintendent Report and Comments

A. Dr. Kyle B. Corlett presented a State of the District address that included updates on the District budget, enrollment, challenges, and strengths. He also gave an update on the most recent recommendations from DHD10 regarding COVID and ESSER III Funding. There was an opportunity for public comment relating to ESSER III Funding.

ESSER III Public Comment: None heard.

VIII. Discussion Items

A. The Bond Project Application and Certificate for Payment #28 was received in the amount of \$258,590.61.

B. School Meal Prices were discussed. The recommendation was to increase meal prices by \$0.45 cents per meal for breakfasts, and by \$0.70 cents for lunches for the upcoming school

Ludington Area Schools  
Board of Education  
Meeting Minutes August 15, 2022

year. We are required to charge our full-pay students the federal reimbursement rate for meals. Adult meal prices are also being adjusted for the current year as shown in the chart.

	2021-2022	2022-2023	Increase / Decrease
Milk	\$0.65	\$0.65	-
Student Breakfast	\$1.55	\$2.00	\$0.45
Student Breakfast (reduced)	\$0.30	\$0.30	-
Student Lunch	\$2.55	\$3.25	\$0.70
Student Lunch (reduced)	\$0.40	\$0.40	-
Adult Breakfast	\$2.80	\$3.50	\$0.70
Adult Lunch	\$5.15	\$6.50	\$1.35

C. Appointment of UMB Bank as Depository - We currently contract with an investment firm named Baker Tilly to handle the sale of our bond as well as invest those funds until they are needed to pay for bond projects. Baker Tilly is recommending that we transfer the funds to UMB Bank, and Thrun Law has reviewed these agreements and approved them. Baker Tilly will then work with Laura Jacobs, Director of Business Services on actually investing those funds in various types of investments that align with our board policy and also meet cash flow needs for paying the monthly Christman bill and any other project bills.

D. Electrical Bid for Gas Storage Tanks - We are pursuing grants to purchase electric buses and install the infrastructure to support electric buses. In order to accommodate electric buses, we need to update the electrical work in the bus garage and have received one bid from C & I Electric to do so.

E. MS/HS Bid Proposals - A summary of the list of bids we received for the MS/HS Bond Projects was reviewed by the board committees and was recommended for approval.

F. Probationary teaching contracts for Chelsea Sobanski who will teach fifth grade and Meranda Stuart who will teach second grade, are recommended for approval.

IX. Action Items

A. Motion by Autrey, supported by Reed, to approve the certificate for payment on the school bond project and to authorize the District to pay the certificate for payment in the amount of \$258,590.61 as certified by the architect and construction manager, and as outlined in the Certificate for Payment. Ayes: Carlson, Autrey, Snyder, Nagle, Reed, Ashley. Nays: None. Motion: Passes 6-0.

B. Motion by Nagle, supported by Autrey, to approve the school meal prices for the 2022-2023 school year as presented. Ayes: Carlson, Autrey, Snyder, Nagle, Reed, Ashley. Nays: None. Motion: Passes 6-0.

C. Motion by Snyder, supported by Reed, to approve UMB Bank as an authorized depository for the District as presented. Ayes: Carlson, Autrey, Snyder, Nagle, Reed, Ashley. Nays: None. Motion: Passes 6-0.



Ludington Area Schools  
Board of Education  
Meeting Minutes August 15, 2022

D. Motion by Autrey, supported by Nagle, to approve the electrical bid to C & I Electric in the amount of \$19,625 for New 100 AMP panel and \$1,425 for meter change out as presented. Ayes: Carlson, Autrey, Snyder, Nagle, Reed, Ashley. Nays: None. Motion: Passes 6-0.

E. Motion by Nagle, supported by Autrey, to approve Bid Package #3 as presented:

<i>Work Category</i>	<i>Bid Package #3 Work Category Description</i>	<i>Bid Package #3 Awarded To</i>	<i>Bid Award Amount</i>
01	Demolition	X-Treme Demolition	\$923,700
02	Earthwork & Site Utilities	Schultz Excavating & Asphalt	\$2,088,800
06	Bituminous Paving	Reith Riley Construction	\$566,407
07	Fencing	Straight Line Fencing	\$76,750
08	Landscaping	Landscape Design Services	\$243,200
10	Structural and Site Concrete	Schepers Concrete Construction	\$2,445,355
11	Masonry	JK Masonry	\$3,307,242
12	Structural Steel	Steel Supply and Engineering	\$1,558,000
14A	Roofing	J. Stevens Construction	\$1,351,900
18	Glass/Glazing/Aluminum	Grand Valley Glass & Glazing	\$1,742,109
19	Caulking/Sealants	Helms Caulking	\$62,005
20	General Trades/Carpentry	Muskegon Quality Builders	\$3,439,508
21	Metal Framing / Drywall / Acoustical/Insulation	Sobie Company	\$2,541,310
23	Flooring	Ritsema Associates	\$1,125,045
24	Painting	Vork Brothers	\$663,100
25	Signage	Universal Sign, Inc.	\$230,195
25A	Bleachers	Interkal	\$231,917
26	Fire Protection	Total Fire Protection	\$166,969
27	Mechanical Systems	B & V Mechanical	\$14,620,800
28	Electrical Systems	Allied electrical	\$5,831,005
28A	Structured Cabling	Pro-Tech Cabling Systems, Inc.	\$384,618
29	Food Service Equipment	Great Lakes West	\$443,402

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

F. Motion by Ashley, supported by Reed, to approve probationary teaching contracts to Chelsea Sobanski and Meranda Stuart pending successful completion of all in-service requirements and background checks per Board Policy and Michigan Law as presented. Ayes: Carlson, Autrey, Snyder, Nagle, Reed, Ashley. Nays: None. Motion: Passes 6-0.

X. Other Items of Business and Announcements ~ None to report.

XI. Adjournment ~ Motion by Autrey, supported by Reed, to adjourn the meeting at 6:43 p.m.

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

Ludington Area Schools  
Board of Education  
Meeting Minutes August 15, 2022

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Michael W. Nagle, Secretary, Board of Education

Approved \_\_\_\_\_

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(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.*

**GORNO FORD**  
22025 ALLEN ROAD  
WOODHAVEN, MI 48183

DATE: 9/8/21 **(10 Pass High-Roof) (Incoming) (OSS)**

TO: LAURA JACOBS, LUDINGTON AREA SCHOOLS  
231-845-7303 ext. 2840 (DIRECT) (CELL) ??????? [ljacobs@lasd.net](mailto:ljacobs@lasd.net)

FROM: JIM AGNEY, **GORNO FORD, GOVERNMENT & FLEET SALES**  
734-671-4033 (DIRECT) [jagnev@gornoford.com](mailto:jagnev@gornoford.com)

RE: **MiDEAL # VAN-0130- CONTRACT# 071B7700181**

**(2) 2023MY FORD TRANSIT-350 XL, HIGH-ROOF 10 Pass. Option -WAGON, 148"WB, DRW OXFORD WHITE/GRAY VINYL, 3.5L L V6, 10spd.A/T, DRL's 195/75R16C, 4.10 LTD.SLIP AXLE, PWR. SIDE SLIDER/REAR HINGED DOORS, AM/FMw/Bluetooth/CLOCK MSG. CTR., ADVANCE TRACKw/ROLL STABILITY-CNTRL., TPMS, H.D. ALT., PWR. DISC BRKSw/ABS, FULL AIRBAGS, FRNT./REAR A/C, TILT/CRUISE, 10,360# GVWR, REAR DEFOG, PRIVACY TINT GLASS, PWR. WINDOWS/LOCKS/Htd.MIRRORS, DRL'S, REVERSE SAFETY BEEPER, REAR DEFOG, (2) SPARE KEYS, REAR VIEW CAMERA, SPARE TIRE/WHL.,FRNT./REAR VINYL FLOOR, AUTOLAMP/RAIN SENSING WIPERS, REVERSE SENSORS, ENGINE MAINT. MONITOR, ALL-WEATHER H.D. FR. MATS, STAINLESS STEEL ASSIST BAR, H.D. STAINLESS STEEL RUNNING BOARDS, REMOTE START**

F.O.B. DELIVERED TO LUDINGTON, MI ..... \$57,631.00 each  
(MSRP = \$59,830.00)

**Above quoted unit is currently available on a "first come – first serve" basis.**  
**Please respond by September 16, 2022.**

**2023MY production begins October 2022.**

**Current estimated lead time is 30 + weeks from receipt of Purchase Order.**

***Due to current computer chip shortage and various other supply chain issues, Ford Motor Company has put Government Fleet Sales on "allocation" and a signed quote or Purchase Order is required to secure unit(s).***

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: \_\_\_\_\_

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Ludington Area Schools. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.



Nathan Oscarson  
Commercial and Government Sales

16800 Executive Plaza Dr  
Dearborn, MI 48126

Dear Valued Government Partner:

First, I'd like to thank you for your continued support over the years as we have worked together to provide for the vehicle needs of our communities. We have always tried to place our government partners first in all our decision making.

As you know, this past year has presented an extremely challenging environment for the global automotive industry due to the continuing global microchip shortage, major disruptions in the supply chain due to the war in Eastern Europe and other factors and the lingering impact of Covid. This unprecedented combination of events has contributed to logistical challenges and unpredictable manufacturing plant downtime. Given the high order submissions and unforeseen plant downtime, we will not be able to build all the unscheduled 2022 MY vehicles currently in the Government order bank. We will be prioritizing all 2022 MY vehicles that have been Purchase Order verified and re-submitted as a 2023 MY. Please work with your dealership contact to verify which orders will need to be carried over from one year to the next.

Compounding matters, we are experiencing record inflation, greater than at any time in the last forty years. Inflation, as well as significant impacts on raw material costs are affecting new vehicle pricing. Given these circumstances, we will not guarantee price protection on unscheduled 2022 MY orders that are re-entered into the 2023 MY order bank. We appreciate your understanding as we work through these challenging times, and you can be assured that we are closely monitoring such global events and will communicate any implications beyond the 2023 MY at the appropriate time.

Please contact your dealership representative for complete details. Thank you again for your loyalty and support of the Ford brand.

Sincerely,

*Nathan Oscarson*

National Government Sales Manager

August 1, 2022

**REQUEST FOR PROPOSAL**  
**LUDINGTON AREA SCHOOLS**  
**School District Snow Plowing Services**

Date of Issue: AUGUST 1, 2022  
Proposal Closing Date: AUGUST 31, 2022, at 2:00 p.m.  
Proposal shall be received PRIOR TO date and time above.

**RETURN TO:**  
Ludington Area Schools  
Attn: Laura Jacobs  
809 E. Tinkham Avenue  
Ludington, MI 49431

The Ludington Area Schools is accepting bids for plowing its school parking lots and sidewalks as designated. Ludington Area Schools is an equal opportunity employer.

## **GENERAL INSTRUCTIONS TO THE BIDDERS (Please read carefully)**

### **PROJECT:**

#### **Plowing**

During the Winter, plowing services are to be completed for our parking lots and sidewalks as assigned. Salting sidewalks and parking lots may also be required. Periodic moving and removal of snow piles will also be expected, depending on snowfall.

**RECEIPT OF BIDS:** Sealed bids will be received no later than August 31, 2022, at 2 p.m. Bids will be publicly opened and read aloud, at approximately 2:05 p.m. on that day. Sealed Bids must be delivered to:

Ludington Area Schools  
Central Business Office  
Attn: Laura Jacobs, Director of Business Services  
809 E. Tinkham Ave.  
Ludington, MI 49431

and shall be clearly marked: **"Plowing Bid"**

Bid Packages are available at the above location, and the documents may be provided as a pdf file, upon your providing us with a valid email address. Questions may be directed to Laura Jacobs by email to: [ljacobs@lasd.net](mailto:ljacobs@lasd.net). All questions will be shared with those companies in attendance at the non-mandatory pre-bid meeting indicated below. Questions must be emailed no later than noon August 21, 2022. All answers will be made no later than 5 p.m., August 23, 2022.

**SUBMISSION OF BID DOCUMENTS:** Each bid submitted must be accompanied by bid security (Bid Bond) of not less than five percent (5%) of the amount of the Base Bid and "Owner" copies of the Bid Form.

**PRE-BID MEETING:** A Non-Mandatory, Pre-Bid Meeting will be held at 3:15 p.m., August 10, 2022. All interested parties are invited to attend. We will meet at 809 E. Tinkham Avenue. The premises are available for added inspection, please call Laura Jacobs at 231-845-7303 x. 2840 prior to coming out for such inspections.

**ASSIGNMENT OF CONTRACTS:** The vendor cannot re-assign responsibilities of performance to any subcontractor without written authorization from the School District.

**LOCAL LABOR AND SUPPLIERS:** THE USE OF LOCAL LABOR AND SUPPLIERS IS STRONGLY ENCOURAGED BUT NOT MANDATORY.

**PREVAILING WAGE REQUIREMENTS:** The provisions of the Davis-Bacon Act will not apply to this Project. This is not a "Prevailing Wage" Project.

**FAMILIAL DISCLOSURE STATEMENT:** The bid must be accompanied by a sworn and notarized statement that discloses any familial relationship that exists between the Owner or any employee of the Bidder and any member of the school board or superintendent of the school district. The Owner shall not accept a bid that does not include the aforementioned sworn and notarized statement.

**INSURANCE:** Maintenance of Worker Compensation insurance, property and liability insurance (minimum \$500,000 single occurrence), and auto insurance (minimum \$500,000 single occurrence) is required. Review and acceptance of certification of such shall be made by the Superintendent prior to implementation of this contract.

**MISCELLANEOUS PROVISIONS:** The Ludington Area School District reserves the right to accept or reject any or all bids, in part or in total; and such right may be exercised as the District sees fit. The Owner reserves the right to waive any informalities in any or all bids. **NO ALLOWANCE WILL BE MADE TO ANY BIDDER BECAUSE OF LACK OF EXAMINATION OR KNOWLEDGE** about this project.

The submission of a bid shall be construed as conclusive evidence that the bidder has made such extensive examination as necessary to bid. Submission of a bid proposal is a formal indication that the vendor accepts full responsibility for submitting a proposal on the sole basis of the vendor's measurements and/or estimates.

The vendor will guarantee the proposal for no less than 60 days. The District is an equal opportunity employer. **It is the vendor's responsibility to ensure that criminal background checks are done on all individuals performing labor in the execution of this project.** This is to be solely at the vendor's expense. The vendor also acknowledges that this is a drug-free zone, and that all Michigan laws forbidding the use of illegal drugs, alcohol and tobacco products on school premises will be complied with.

The vendor agrees to follow all other laws not previously mentioned, including providing a performance bond to the extent required by Michigan law, IF such provision applies. The attached Familial Relationship Disclosure Form, and the Certification of Eligibility Form must also be filled out and returned with the attached bid response form.

## **BID SPECIFICATIONS**

### **PLOWING:**

1. Stacking of excess snow will be permitted only in areas specified by the Superintendent or his/her designee. We are interested in obtaining bids for plowing parking lots, plowing sidewalks, and salting our parking lots and sidewalks. Note, we may need the vendor to move or remove snow piles, depending on snowfall.
2. Snow plowing/removal shall occur when there is snowfall in excess of 1.5 inches of heavy snow, or 2 inches of 'fluff' or light snow. Vendor is to operate on scheduled school days before school openings in the morning. On non-school days, the vendor is to operate only for the location(s) where specified event(s) are being held. Deadlines are designated in Schedule A. Vendor may be called in for additional plowing/removal at the rate specified herein. Parties shall cooperate with each other as best as possible in plowing activities. Partially cleared lots will be paid on an hourly basis per Schedule A.
3. Maintenance of Worker Compensation insurance, property and liability insurance (minimum \$500,000 single occurrence), and auto insurance (minimum \$500,000 single occurrence) is required. Review and acceptance of certification of such shall be made by the Superintendent prior to implementation of this contract.
4. Vendor shall be responsible for all repairs or damages to School District property caused by his/her equipment, personnel or materials used. This includes spring lawn repair to grass torn up during plowing.
5. In the case that the Vendor cannot meet the deadlines in Schedule A, the School District may contract out or perform clearing duties itself and receive from the vendor the cost incurred. In the case that School District employees perform the work, the vendor will pay all School District labor costs for snow plowing/removal specified in Schedule A, plus \$.31 per mile driven in association with this labor. Furthermore, any operator leaving the parking lot in an unsatisfactory condition will be required to return and complete the job with no additional compensation.
6. The RFP is for four separate parts. Please list bids on each location for Schedules A (parking lots), B (sidewalk and entrance plowing), Schedule C (salting) and Schedule D (loader work), as we may award this to one or more vendors.



## Ludington Area Schools Bid Proposal Response Form Plowing

### Schedule A: Parking Lots, Asphalt Areas

School/Location	Deadline	Hourly Rate	Not to Exceed
CBO and Bus Garage 809 E. Tinkham	By 6 a.m.	\$ <u>70<sup>00</sup> truck</u>	\$ <u>140<sup>00</sup></u>
High School / Middle School Complex 508 Washington & 706 E. Tinkham	By 6:30 a.m.	120 <sup>00</sup> Loader \$ <u>70<sup>00</sup> truck</u>	\$ <u>420<sup>00</sup></u>
Ludington Elementary 5771 Bryant Road	By 7:15 a.m.	\$ <u>70<sup>00</sup> truck</u> 120 <sup>00</sup> Loader	\$ <u>660<sup>00</sup></u>

### Schedule B: Sidewalks and Entrances

Please note, sidewalk linear feet are approximate. All vendors who respond to this RFP are responsible for ensuring the accuracy of these measurements. Sidewalks and entrances are to be done whenever the lots and asphalt areas are done unless specifically directed otherwise. PRICES BELOW MUST ALL INCLUDE FIRE EXITS. All fire exit doors MUST be able to open and shut.

Description	Deadline	Hourly Rate	Not to Exceed
CBO and Bus Barn: Front 115' by 5' sidewalk, side is 87' by 5', 35' by 5' entrance, 10' by 5.5' entrance	By 7:15 a.m.	\$ <u>68<sup>00</sup> Kubota</u> 58 <sup>00</sup> Labor	\$ <u>68<sup>00</sup></u>
High School / Middle School Complex: Sidewalk from Staffon to Washington, 1,380' x 5' to 6'. 1,150' x 5' sidewalk E side Washington, Tinkham to Anderson. Washington entrance 110' x 12'. Tinkham entrance 100' x 20'. Clear SE entrance by kitchen, and entrances by Hawley Gym. Clear auditorium sidewalk to doors. Clear doors HS bus turnaround by Rm. 318 (2 doors). Anderson sidewalk, Washington to Franklin entrance 530'. Plow parking area northeast corner Tinkham/Washington: old tennis courts.	By 7:15 a.m.	\$ <u>68<sup>00</sup> Kubota</u> 58 <sup>00</sup> Labor	\$ <u>340<sup>00</sup></u>
Ludington Elementary: All Sidewalks and doorways with sidewalks including sidewalk to staff parking lot.	By 7:15 a.m.	\$ <u>68<sup>00</sup> Kubota</u> 58 <sup>00</sup> Labor	\$ <u>204<sup>00</sup></u>

\$68.00 Kubota  
+ \$58.00 Laborer ?

### Schedule C: Salting

(All hourly rates are to include salt cost)

Description	Deadline	Hourly Rate	Not to Exceed
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High School / Middle School Complex back parking lot, 40' from building. Also, salt OJ visitor parking lot. Salt main entrance to HS, main entrance to OJ. Salt Parking area northeast corner Tinkham-Washington (Old Tennis Court).

By 7:15 a.m.

\$ 189<sup>00</sup> Lots    \$ 661.50  
 1 ton applied    3.5 Tons  
 walks \*16<sup>00</sup> bag applied - \$240<sup>00</sup>

Ludington Elementary: Parking lots and all sidewalks and doorways with sidewalks including sidewalk to staff parking lot.

By 7:15 a.m.

\$ 189<sup>00</sup> Lots    \$ 425.25  
 1 ton applied    2.25 TONS  
 walks - 16<sup>00</sup> bag applied - \$160<sup>00</sup>

CBO and Bus Barn: Sidewalks and all entrances including fueling station, and parking lots.

By 7:15 a.m

\$ 189<sup>00</sup> Lots    \$ 189<sup>00</sup>  
 1 ton applied    1 Ton applied  
 walks - 16<sup>00</sup> bag applied - \$32<sup>00</sup>

### Schedule D: Loader Work

School/Location	Deadline	Hourly Rate	Not to Exceed
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Please give hourly rates for front end loader work, if not already included above.

\$ 120<sup>00</sup>      \$ \_\_\_\_\_  
*3 yd bucket*

*95<sup>00</sup> 1 yd bucket*

Schedule E

Please provide a list of all equipment you propose to use in servicing our account. Include make, model, engine, blade size, year and additional relevant information.

See attached

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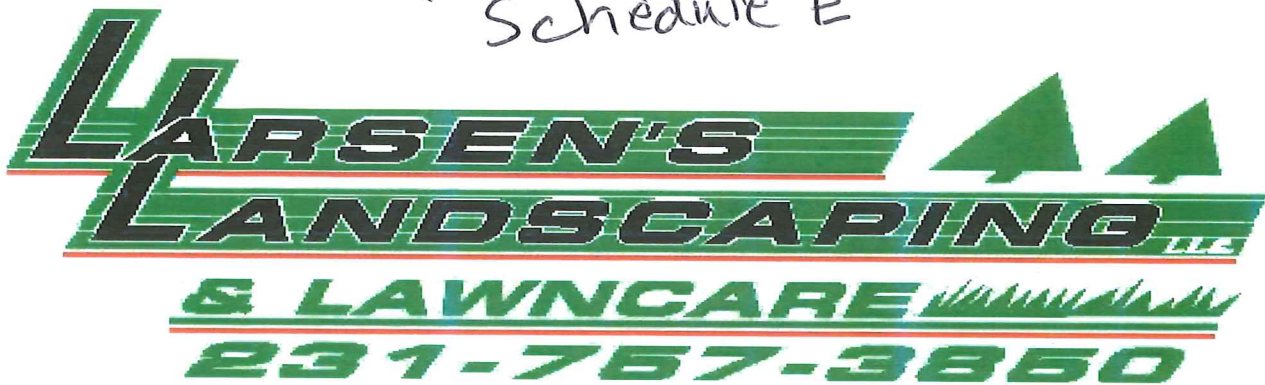
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References (include contact and phone number)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

" Schedule E "



3091 N. US-31 Scottville, MI 49454

**List of Equipment:**

1997 F350 with 8' V-plow & salter  
2004 F450 with 9' V-plow  
2002 F350 with 8' V-plow & back blade  
2002 F350 with 9' V-plow & back blade  
2002 F250 Super Duty with 9' V-plow & back blade  
1999 F250 with 8' V-plow  
1999 F350 with 9' V-plow  
2002 F350 with 9' V-plow  
1999 F250 with 9' V-plow  
1999 F350 with 9' V-plow & back blade  
2004 F350 with 9' V-plow & back blade  
2002 F350 with 9' V-plow  
2001 F450 with 9' plow & back blade  
2000 F350 with 9' plow & back blade  
2001 F250 with 9' V-plow  
2003 F350 with 9' V-plow  
2008 F350 with 9' V-plow  
2000 Chevy Dump  
1995 Chevy Stake Truck  
2000 F350 Flat Bed with 8' V-plow & back blade  
2008 Chevy Dump  
2000 Ford F350 Dump  
2001 F750 Dump  
2001 F250 with 8' V-plow  
1996 Ford with belly scraper, bulk salter and sander  
1995 International Dump  
1991 International w/ 12' straight blade & belly scraper & 5 yd. sander-salter  
2000 Isuzu Truck  
1995 KOMATSU WA320 LOADER  
2000 KOMATSU WA380-3MC LOADER  
1997 KOMATSU WA380-3L LOADER  
2006 TAKEUCHI TRACK LOADER  
1997 KUBOTA R520  
KUBOTA L35 LOADER  
1994 CASE 721B  
2009 ASV PT60

580 CASE  
JD 644H LOADER  
277B CAT SKID STEER  
Case W24 Loader  
Case 1994 721B Loader  
2004 928 G Cat Loader  
Kubota R400  
Ford Loader  
1989 544 John Deere Loader w/ 16' pusher & bucket  
2000 Mustang Skid Loader w/ pusher  
8 Toro Snow Blowers  
2 Airens Snow Blowers  
2 Snapper Snow Blowers  
1 Troy Built Snow Blower

References for Snow Removal Services:

- Metalworks  
901 6<sup>th</sup> St.  
Ludington, MI 49431  
Jeff Shartell  
231-845-3110  
jshartell@metalworks1.com
  
- Cone Drive  
5115 W. Progress Dr.  
Ludington, MI 49431  
John Cummins  
231-425-6141  
jcummins@conedrive.com
  
- Floracraft  
1 Longfellow Place  
Ludington, MI 49431  
Scott Umstead  
231-736-0305  
sumstead@floracraft.com

Vendor Information Plowing Response

Name of Company Larsen's Landscaping, LLC

Address 3091 N. US-31 Scottville, MI 49454

Telephone 231-757-3850

Signature Karen Larsen

Name and title Karen Larsen - owner

Please provide information on any discounts you may offer us for being awarded all facets of the RFP. Also, if you have any other information you would like to share with us please include it below. This section may be returned blank.

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Ludington Area Schools  
**FAMILIAL RELATIONSHIP DISCLOSURE FORM**

AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized officer of Larsen's Landscaping (the Bidder), pursuant to the familial disclosure requirements provided in the Advertisement for Bid, hereby represents and warrants, except as provided below, that no familial relationships exist between the owner(s) or any employee of Larsen's Landscaping (the Bidder) and any member of the Board of Education of the School District or the Superintendent of Ludington Area Schools.

List and describe any Familial Relationships:

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BIDDER:

Larsen's Landscaping  
By: Karen Larsen  
Its: owner

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by \_\_\_\_\_

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\_\_\_\_\_ (notary public)

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in County of \_\_\_\_\_

**Ludington Area Schools**  
**CERTIFICATION of ELIGIBILITY by BIDDER**

The undersigned, the owner or authorized officer of *Larsen's Landscaping* (the "Bidder"), pursuant to The Iran Economic Sanctions Act 517 of 2012 MCL, and the requirement provided in the Ludington Area Schools ( the "School District") advertisement or RFP documentation for any business undertaking, hereby represent and warrant, except as provided below, that ( the Bidder's Company / Business is in full and unconditional compliance with Public Act 517 of 2012 MCL, and is not an Iran Linked Business.

Conditional Effect 129.316 Sec. 6: The provisions of this Act are effective only if Iran is a State sponsor of terror as defined under section 2 of the divestment from terror Act, 2008 PA 234, MCL 129.292.

**BIDDER:** *Larsen's Landscaping*

By: *Karen Larsen*

Its: *OWNER*

STATE OF MICHIGAN

COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, Notary Public

\_\_\_\_\_, County, Michigan

My Commission Expires:

Acting in the County of:

## **BUSINESS SERVICES CONTRACT**

This Business Services Contract ("Contract") is by and between West Shore Educational Service District ("WSESD") and the undersigned local school district ("Local District"), each a party and collectively the "Parties."

### **PREAMBLES**

- A. Revised School Code Section § 627(4) generally authorizes intermediate school districts to provide to constituent districts business services that can be accomplished more cost effectively by an intermediate school district, and to charge a fee for such services.
- B. The Parties, after careful consideration, have concluded that WSESD can furnish the Local District certain business services on a more cost-effective basis.
- C. WSESD is willing to furnish, and the Local District desires to receive, such services for the consideration and on the terms and conditions stated in this Contract.

***NOW THEREFORE***, in consideration of the mutual promises and benefits contained herein, the Parties agree as follows:

### **ARTICLE I**

#### **DESCRIPTION OF WSESD SERVICES**

1.1 **Description of Services.** WSESD shall provide to Local District the business services set forth in Appendix A, including but not limited to the employment and supervision of all incidental business and administrative supervisory and support staff, and all personnel, equipment, supplies and other items, necessary to render such services (collectively the "Services"). Appendix A may, from time to time be amended by agreement of the Parties.

1.2 **Services Personnel.** WSESD shall furnish to Local District the names of all primary personnel to be utilized by WSESD in connection with the performance of the Services. Personnel assigned by WSESD to perform Services for Local District shall be experienced, fully qualified and certified or licensed as or when legally necessary to perform the Services pursuant to and in conformance with the provisions of the Michigan Revised School Code. WSESD represents that it has secured any necessary licenses, approvals and regulatory authorizations to provide the Services.

1.3 **Standard of Services.** WSESD shall be responsible that the individuals which WSESD assigns to perform Services for Local District adhere to professional standards and perform all Services in a manner consistent with generally accepted proficiency and competency for the type and nature of Services rendered.

1.4 **Background Checks.** WSESD shall not assign any employee or agent to perform Services without first conducting employment reference checks and any legally required criminal background checks.

1.5 **Compliance with Policies.** The individuals which WSESD assigns for Services to Local District under this Contract shall abide by those policies of Local District which are applicable to performance of Services under this Contract including, but not limited to, policies pertinent to:

- A. Child abuse and neglect reporting;
- B. Sexual harassment;
- C. Confidentiality of student records and student record information;
- D. Communicable diseases;
- E. Alcohol/controlled substance possession and use;
- F. Copyright; and
- G. Non-discrimination

At the inception of this Contract, a copy of the above policies will be provided to WSESD by the Local District.

## **ARTICLE II**

### **RELATIONSHIP OF PARTIES**

2.1 **Independent Contractor.** In the provision of Services, WSESD shall be regarded at all times as performing Services as an independent contractor of Local District. Consistent with that status, WSESD reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Contract and Local District shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by WSESD in providing Services.

2.2 **Not Local District Employees.** The Parties intend that an independent contractor relationship exist between WSESD and Local District, and that nothing in this Contract shall be construed as being inconsistent with that status and relationship. All individuals which WSESD assigns for Services to Local Districts shall be employees of WSESD, and shall never be considered as employees or individual agents or contractors of Local District for any purpose. No such WSESD employees or agents are entitled to any of the rights, compensation or other benefits which Local District may provide to its own employees.

2.3 **WSESD as Employer.** WSESD shall be regarded, designated and considered to be the employer with respect to all individuals whom WSESD may select and assign to provide Services. WSESD shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters

relative to all individuals whom WSESD utilizes in connection with providing Services. WSESD will consult exclusively and solely with the Local District Superintendent in connection with providing Services.

**2.4 Non-Exclusive Services.** Local District does not agree to use WSESD exclusively for the provision of Services or otherwise. It is understood and acknowledged that Local District is free to contract for similar services to be performed by other persons or entities so long as such services do not interfere with the performance of the obligations of the Parties under this Contract.

**2.5 WSESD Taxation Responsibilities.** WSESD shall be responsible for any taxation consequences to it or its employees as a result of WSESD engagement under this Contract. WSESD shall be responsible, as legally required, to report as income its compensation received from Local District. WSESD shall make, on behalf of itself and its employees, including its employees performing Services, all requisite tax filings and payments to the appropriate federal, state, and local tax authorities. No part of compensation to WSESD under this Contract shall be subject to withholding by Local District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

## **ARTICLE III**

### **TERM OF CONTRACT AND EARLY TERMINATION**

**3.1 Term.** This Contract shall commence on the effective date set forth in Appendix A and remain in full force and effect until at least the expiration date set forth in Appendix A. This Contract shall continue in full force and effect after the expiration date set forth in Appendix A until either Party provides the other Party with written notice of termination. Such written notice shall be provided at least ninety (90) days prior to the termination date identified in the written notice of termination.

**3.2 Early Termination.** This Contract may be terminated for any reason during its initial term (set forth in Appendix A) or any extension of that term by either Party upon ninety (90) days written notice to the other Party. In the event that this Contract is terminated during its term pursuant to this provision or after its initial term pursuant to Section 3.1, Local District will pay WSESD for Services provided up to and including the date set for termination. Any funds remitted by Local District to WSESD in excess of the pro-rata charges for Services provided by WSESD up to and including the date set for termination will be returned to Local District by WSESD. Any such amounts owed by either Party to the other shall be paid within thirty (30) days of the date set for termination of this Contract.

**3.3 Survival of Certain Terms.** Sections 2.4, 2.6, and 5.1 of this Contract survive the expiration or termination of this Contract for any reason.

## ARTICLE IV

### INVOICE AND PAYMENT

4.1. **Compensation and Payment.** In consideration of the Services provided to Local District by WSESD under this Contract, Local District will pay WSESD for Services on the basis and at the rate of Compensation ("Compensation") as specified in Appendix B.

4.2 **Invoice Procedure.** WSESD shall submit to Local District on the periodic basis, as set forth in Appendix B, an invoice setting forth all applicable charges for the billing interval, itemized generally for Services performed during such period.

- (a) Local District will remit payment on undisputed invoices within thirty (30) days of receipt.
- (b) If Local District disputes the accuracy of any invoice delivered by WSESD, Local District shall, within thirty (30) days of receipt, deliver a written notice and explanation of such dispute to WSESD. WSESD shall meet with the Local District to review the invoice and account within ten (10) business days.

4.3 **WSESD Services Costs.** WSESD shall have sole and exclusive responsibility for the following costs and charges attributable to the persons (i.e, who are WSESD employees) WSESD assigns to perform Services:

- (a) All wage and salary compensation.
- (b) All required statutory or contractual pension and retirement contributions.
- (c) All applicable state and federal employment taxes and FICA.
- (d) All unemployment taxes and costs (whether by commercial or self-insurance) attributable to or arising from the performance of services by WSESD's employees or agents pursuant to this Contract.
- (e) All applicable premium costs for insurance coverages and programs applicable to WSESD's personnel.
- (f) All expenses whether out-of-pocket or overhead, in providing Services.

## ARTICLE V

### INSURANCE

5.1 **Workers' Compensation.** WSESD shall procure and maintain in full force and effect workers' compensation insurance covering its employees while those persons are engaged in performing Services. In the event that a claim is filed under the provisions of the Michigan Workers' Compensation Disability Act against Local District by an employee or agent of WSESD performing Services, WSESD shall defend and hold harmless Local District from such claim(s).

5.2 **Minimum Insurance.** WSESD shall carry comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect WSESD and Local District against liability or claims of liability which may arise out of WSESD provision of Services under this Contract. In addition, WSESD agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by Local District shall be excess and non-contributory. WSESD shall cause the Local District, and its officers, agents and employees, to be named as additional insured under said policy.

5.3 **Insurance Certificates.** WSESD shall provide Local District, upon request by Local District, with certificates evidencing all coverages and endorsements required hereunder. Failure of the Local District to make such a request shall not affect Local District rights under this Article.

## SECTION VI

### **CONFIDENTIALITY**

6.1 **Confidentiality.** WSESD shall observe the policies and directives of Local District to preserve the confidentiality of Local District records and information, including student records and student record information, to the extent that WSESD (its employees and agents) are permitted to access such records or information.

## ARTICLE VII

### **NON-DISCRIMINATION**

7.1 **No Employment Discrimination.** The Parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status.

7.2 **Discrimination as Material Breach.** Breach of obligations recited in this Article shall be regarded as a material breach of this Contract.

## ARTICLE VIII

### **MISCELLANEOUS**

8.1 **Non-Assignment.** Neither Party may assign this Contract, nor its rights and duties

hereunder, nor any interest herein without prior written consent from the other.

8.2 **Entire Agreement.** This Contract, and any Appendices or exhibits attached hereto or incorporated by reference, constitute the entire Contract between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services.

8.3 **Amendments.** None of the terms and provisions of this Contract or its Appendices A and B, may be modified or amended in any way except by an instrument in writing executed by authorized representatives of WSESD and Local District.

8.4 **Non-Waiver.** Failure by either Party at any time to require performance by the other Party or to claim breach of any provision of this Contract shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Contract, nor prejudice either Party with regard to any subsequent action to enforce the terms of this Contract.

8.5 **Notices.** Any notice or other communications required or permitted under this Contract shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the Party's principal place of business, marked to the attention of the office held by its signatory of this Contract, or such other address or officer of which the Parties may have given notice. Unless otherwise specified herein, notices shall be received (a) on the date delivered, if delivered personally, by wire transmission or confirmed facsimile transmission; (b) on the next business day after deposit with an overnight air courier; or (c) three (3) business days after being signed for, if sent by registered or certified mail.

8.6 **Severability.** If any provisions of this Contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected, impaired or prejudiced thereby.

8.7 **Force Majeure.** Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Contract 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 Contract; 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 WSESD or Local District.

8.8 **Headings and Titles.** Any Article or Section headings in this Contract are for convenience of the Parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the Parties.

8.9 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.



8.10 **No Third Party Beneficiary.** Nothing in this Contract shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Contract.

**ARTICLE IX**

**AUTHORIZATION**

9.1 **Signer's Representation.** This Contract has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that s/he is the signatory duly authorized to execute this Contract on behalf of Local District or WSESD, as is respectively applicable.

**WEST SHORE EDUCATIONAL SERVICE DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jason M Jeffrey

Its: Superintendent

**LUDINGTON AREA SCHOOL DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kyle Corlett

Its: Superintendent

## **APPENDIX A – SERVICES**

### WEST SHORE EDUCATIONAL SERVICE DISTRICT

Description of Business Services for  
**LUDINGTON AREA SCHOOL DISTRICT**  
2022-2023 and 2023-24 FISCAL YEARS

Legend:

- **Oversight of HR/Payroll**
- **Review Current Processes, Identify Areas for Improvement, Develop Plan to Address Issues, Prepare Timeline and Implement Plan**
  - Internal Controls
  - Payroll
  - Setup on Munis Software
  - Utilization of Munis Software
- **Payroll Services**
  - Set up New Hires
  - Enter Payroll Maintenance (payroll changes, W-4s etc.)
  - Implementation of Munis Payroll
  - Process Payroll
  - Transfer Federal Tax Payment and FICA
  - Retirement Reporting
  - Process Deduction Checks
  - Complete 941 forms
  - Garnishment Calculations and Paperwork
  - Unemployment Reporting
  - W-2s
  - Reconciliation of Liability Accounts
  - Salaries Payable
- **Human Resources**
  - Verification of Employment Forms
  - **REP Reporting**
  - Disability Claims
  - Workers Compensation Claims
  - Unemployment Claims
  - **Reasonable Assurance Notification**
  - Fringe Benefit Maintenance on Munis HR Software
    - Establish Timeline

- Review Current System
  - Set Up Codes
  - Set Up Distribution Accounts
  - Set Up Employee Information
  - Reconcile Monthly Premiums
- **Online Attendance**
    - Implement New Electronic System
    - Set Up Attendance Codes
    - Develop Process
    - Establish Timeline
    - Train Staff
    - Implement
    - Mass Post Events
  - **Audit Preparation for Payroll**
    - Year End Payroll Accruals
    - Payroll-Related Closing Entries
    - Payroll Account Reconciliations
    - Payroll Year End Reconciliation to General Ledger (941s, FICA, MPERS, etc.)
    - Reconcile Payroll Account Distributions to 941 Reporting
  - **Tax Sheltered Annuity**
    - Plan Document
    - Salary Reduction Agreements
    - Vendor Agreements
    - Compliance
  - **Section 125 Plan**
    - Plan Document
    - Proper Accounting
    - Annual Election Forms
    - Premium Contributions/Cash Option
  - **REP-Registry of Educational Personnel**
    - Linking Account Payroll Distribution Numbers to the REP Reporting by Functions and Object in Personnel Records



**APPENDIX B – COMPENSATION**

WEST SHORE EDUCATIONAL SERVICE DISTRICT  
Business Services

**LUDINGTON AREA SCHOOL DISTRICT**  
2022-2023 and 2023-2024 FISCAL YEARS

Services shall commence on **November 1, 2022**, and shall expire on **June 30, 2024**. Said services rendered will be for an annual cost of \$78,750, pro-rated to \$52,500 for the current year, payable within 30-days of annual invoice. Services will be invoiced annually.