

**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: February 20, 2023**  
**TIME: 6:00 p.m.**  
**PLACE: Ludington High School, 508 N Washington Avenue, Ludington, MI 49431**  
**(LHS Classroom #430)**

**REGULAR MEETING**

1. CALL TO ORDER & ROLL CALL  
     \_ Steve Carlson \_ Bret Autrey \_ Mike Nagle \_ Stephanie Reed \_ Leona Ashley \_ Scott Foster \_ Sarah Lowman
2. PLEDGE OF ALLEGIANCE
3. AGENDA MODIFICATION
4. SPECIAL PRESENTATION
  - a. Susan Shoup France Trip Report
  - b. Ludington Elementary Administrative Update
5. CITIZEN PARTICIPATION
6. CONSENT AGENDA
  - a. Ratification of Bill Payment - Per Summary Dated: February 20, 2023
  - b. Approval of Minutes Dated: January 16, 2023 Organizational, Regular, Special, Closed
7. BOARD COMMITTEE REPORTS
  - a. Personnel/Negotiation Committee Report
  - b. Finance Committee Report
  - c. Building/Site Committee Report
8. SUPERINTENDENT'S REPORT & COMMENTS
  - a. Soaring Oriole Award
  - b. Oriole Foundation Grant Awards
  - c. ESSER III
  - d. 98b Learning Goal Report
9. DISCUSSION ITEMS
  - a. Bond Project Application and Certificate for Payment #34
  - b. School Resource Officer Agreement with Mason County
    - a. Oriole Field Turf Bids
    - b. Abatement Bids
10. ACTION ITEMS
  - a. Bond Project Application and Certificate for Payment #34
  - b. School Resource Officer Agreement with Mason County
    - a. Approve Oriole Field Turf Bid
    - b. Approve Abatement Bid
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 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

- Adam Ball, MS Wrestling Coach
- Andy Hamilton, Girls JV Soccer Coach
- Elizabeth Helfrich, Food Service Aide
- Haily Petersen, LES Aide
- Jennifer Robinson, LES Aide
- Lanae Rockwell, LES Aide
- Linda Soblewski, OJ Aide

#### Retirement Acceptances

- Sue VanGills, LES Aide

#### Resignation Acceptances

- Michelle McLain, Food Service Aide

### **SUPERINTENDENT REPORT**

The Soaring Oriole Award will be presented for the month of February.

### **Oriole Foundation Grant Awards**

The Oriole Foundation approved 12 grant applications at their latest meeting. [Here's a list of the applications and the ones that were funded have the funding amount in the green column.](#)

### **ESSER III**

We will review the use of ESSER III funds, which is a requirement of the grant.

### **98b Learning Goal Report**

We will review the Learning Goal Report, which is posted on the transparency page of our website, which is a requirement of the grant.

### **DISCUSSION ITEMS**

#### **Bond Project Application and Certificate for Payment #34**

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 \$1,332,573.07, 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.

#### **School Resource Officer Agreement with Mason County**

This agreement outlines that the district will contribute \$76,890 a year for three years towards a sheriff deputy that will be dedicated to Ludington Elementary. The county will cover all extra costs. Our contribution for the first two years will be completely covered by grants and the third year \$51,890 will be covered by a grant, with the remaining \$25,000 covered by general funds.

**Oriole Field Turf Bid Award**

The lowest of four bids from Astroturf came in at \$1,351,582 and the most highly recommended to install the artificial turf football/soccer field.

**Abatement Bid Award**

The recommended award for Dore associates was the lower of two bids at \$246,400 compared to \$367,812.

**ACTION ITEMS**

**Bond Project Application and Certificate for Payment #34**

**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 \$1,332,573.07, 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 school bond project and to authorize the District to pay \$1,332,573.07, 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) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster (Y/N) Sarah Lowman AYES: \_\_\_\_ NAYES: \_\_\_\_ MOTION: Passes / Fails*

**School Resource Officer Agreement with Mason County**

**Board President:** We will need a motion to approve the three year School Resource Officer Agreement with Mason County as written and presented.

**Motion by Member \_\_\_\_\_,** to approve to approve the three year School Resource Officer Agreement with Mason County as written and presented.

**Support by Member \_\_\_\_\_ .**

*VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster (Y/N) Sarah Lowman AYES: \_\_\_\_ NAYES: \_\_\_\_ MOTION: Passes / Fails*

**Oriole Field Turf Bid Award**

**Board President:** We will need a motion to approve the bid from Astroturf for \$1,351,582.

**Motion by Member \_\_\_\_\_,** to approve the bid from Astroturf for \$1,351,582.

**Support by Member \_\_\_\_\_ .**

*VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster (Y/N) Sarah Lowman AYES: \_\_\_\_ NAYES: \_\_\_\_ MOTION: Passes / Fails*

**Abatement Bid Award**

**Board President:** We will need a motion to approve the abatement bid of Dore Associates for \$ 246,400.

**Motion by Member \_\_\_\_\_,** to approve the abatement bid of Dore Associates for \$ 246,400.

**Support by Member \_\_\_\_\_ .**

*VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster (Y/N) Sarah Lowman AYES: \_\_\_\_ NAYES: \_\_\_\_ MOTION: Passes / Fails*

# RATIFICATION OF BILL PAYMENT

February 20, 2023

Period: 1/13/2023 through 2/10/2023

## GENERAL OPERATING FUND

Payroll 1-06-23	699,897.09
Payroll 1-20-23	680,095.81

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Total Payroll	1,379,992.90
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<b>Bills (1/13/23 through 02/10/23)</b>	<u>1,837,392.61</u>
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<b>TOTAL GENERAL OPERATING FUND</b>	<b>3,217,385.51</b>
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## TOTAL ATHLETIC FUND

<b>Bills (1/13/23 through 02/10/23)</b>	<b>14,197.65</b>
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## TOTAL FOOD SERVICE FUND

<b>Bills (1/13/23 through 02/10/23)</b>	<b>46,763.23</b>
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## GRAND TOTAL ALL FUNDS

<b>Bills (1/13/23 through 02/10/23)</b>	<b>3,278,346.39</b>
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**LUDINGTON AREA SCHOOLS  
BALANCE SHEET  
For the Month Ending January 31, 2023**

	<b>Current Year</b>
<b><u>Assets</u></b>	
Savings/Checking Accounts	\$ 1,271,585
Investments	\$ -
Taxes Receivable	\$ -
Accounts Receivable	\$ 147,507
Due from Other Funds	\$ 7,808,740
Due from Other Governmental Units	\$ -
Inventory	\$ -
Prepaid Expenses	\$ 183,472
Other Assets	\$ -
Total Assets	<b><u>\$ 9,411,304</u></b>
 <b><u>Liabilities and Fund Equity</u></b>	
Liabilities:	
Accounts Payable	\$ -
Payroll Liabilities	\$ 197,531
Accrued Expenses	\$ -
Due to Other Funds	\$ 1,451,254
Due to Other Governmental Units	\$ -
Deferred Revenue	\$ 111,767
Note Payable	\$ -
Total Liabilities	<u>\$ 1,760,552</u>
Fund Equity:	
Inventory (Reserved)	\$ -
Other Fund Balance	\$ 7,650,752
Total Fund Balance	<u>\$ 7,650,752</u>
Total Liabilities and Fund Equity	<b><u>\$ 9,411,304</u></b>

**LUDINGTON AREA SCHOOLS  
GENERAL FUND  
STATEMENT OF REVENUES AND EXPENDITURES  
For the Month Ending January 31, 2023**

<b>REVENUES:</b>	<b>Budget</b>	<b>Year to date</b>	<b>Balance</b>	<b>% spent</b>
Local	\$ 19,250,090	\$ 19,079,495	\$ 170,595	99.11%
State	\$ 5,698,409	\$ 275,917	\$ 5,422,492	4.84%
Federal	\$ 5,179,894	\$ 2,369,369	\$ 2,810,525	45.74%
Transfers	\$ 649,643	\$ 275,692	\$ 373,951	42.44%
 Total Revenue	 \$ 30,778,036	 \$ 22,000,473	 \$ 8,777,563	 71.48%
 <b>EXPENDITURES:</b>				
Instruction/Basic	\$ 14,252,072	\$ 6,621,014	\$ 7,631,058	46.46%
/Added Needs	\$ 3,928,195	\$ 1,956,831	\$ 1,971,364	49.82%
Support Service/Pupil	\$ 1,002,889	\$ 491,951	\$ 510,938	49.05%
/Instructional	\$ 1,766,965	\$ 1,331,797	\$ 435,168	75.37%
/Gen. Admin.	\$ 508,842	\$ 306,078	\$ 202,764	60.15%
/School Admin.	\$ 1,972,686	\$ 1,048,876	\$ 923,810	53.17%
/Business	\$ 613,201	\$ 388,452	\$ 224,749	63.35%
/Oper. & Maint.	\$ 2,127,411	\$ 1,035,142	\$ 1,092,269	48.66%
/Transportation	\$ 1,044,056	\$ 594,120	\$ 449,936	56.90%
/Central Services	\$ 374,833	\$ 262,137	\$ 112,696	69.93%
/Athletics	\$ 943,860	\$ 562,089	\$ 381,771	59.55%
/Comm Services	\$ 187,194	\$ 106,193	\$ 81,001	56.73%
/Transfers	\$ 7,080	\$ 7,080	\$ -	100.00%
 Total Expenditures	 \$ 28,729,284	 \$ 14,711,761	 \$ 14,017,523	 51.21%
 Revenue Over (Under) Expenditures		 \$ 7,288,712		
 Fund Balance 6/30/22	 \$ 109,000			
 Budgeted Ending Fund Balance	 \$ 2,157,752			

*Prepared by the Business Office*

**LUDINGTON AREA SCHOOLS**  
**Sinking Funds**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**For the Month Ending January 31, 2023**

<b>REVENUES:</b>	<b>Budget</b>	<b>year to date</b>	<b>Balance</b>	<b>% spent</b>
Tax Revenue Sinking	\$ 387,806	\$ 388,580	\$ (774)	100.20%
Interest Sinking Fund	\$ -	\$ 1,907	\$ (1,907)	
Other Income	\$ -	\$ 23,358	\$ (23,358)	
<b>Total Revenue</b>	<b>\$ 387,806</b>	<b>\$ 413,845</b>	<b>\$ (26,039)</b>	<b>106.71%</b>

<b>EXPENDITURES:</b>	<b>Budget</b>	<b>year to date</b>	<b>Balance</b>	<b>% spent</b>
Equipment	\$ -	\$ -	\$ -	0.00%
Construction Sinking	\$ 400,000	\$ 219,292	\$ 180,708	54.82%
Tax Appeals	\$ 6,000	\$ 57	\$ 5,943	0.95%
<b>Total Expense</b>	<b>\$ 406,000</b>	<b>\$ 219,349</b>	<b>\$ 186,651</b>	<b>54.03%</b>

Fund Balance 6/30/22           \$ 1,102,366   \$ 1,102,366

Ending Fund Balance                   \$ 1,296,862

**LUDINGTON AREA SCHOOLS**  
**Technology Fund**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**For the Month Ending January 31, 2023**

<b>REVENUES:</b>	<b>Budget</b>	<b>year to date</b>	<b>Balance</b>	<b>% spent</b>
Bond Issuance	\$ -		\$ -	#DIV/0!
Interest	\$ 1,000	\$ 639	\$ 361	63.91%
<b>Total Revenue</b>	<b>\$ 1,000</b>	<b>\$ 639</b>	<b>\$ 361</b>	<b>63.91%</b>

<b>EXPENDITURES:</b>	<b>Budget</b>	<b>year to date</b>	<b>Balance</b>	<b>% spent</b>
Issuance Costs	-		\$ -	8.40%
Equipment	1,136,455	\$ 999,351	\$ 137,104	0.00%
Construction	25,000		\$ 25,000	0.00%
<b>Total Expense</b>	<b>1,161,455</b>	<b>\$ 999,351</b>	<b>\$ 162,104</b>	<b>86.04%</b>

Fund Balance 6/30/22           \$ 445,102   \$ 445,102

Ending Fund Balance                   \$ (553,610)

*Prepared by the Business Office*



**LUDINGTON AREA SCHOOLS**  
**Capital Projects Fund**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**For the Month Ending January 31, 2023**

<b>REVENUES:</b>	<b>Budget</b>	<b>year to date</b>	<b>Balance</b>	<b>% spent</b>
Bond Issuance	\$ -	\$ -	\$ -	
Interest Earnings 2019	\$ 50,586	\$ 25,956	\$ 24,630	51.31%
Interest Earnings 2022	\$ -	\$ 411,436	\$ (411,436)	#DIV/0!
Energy Rebates	\$ -	\$ -	\$ -	
Total Revenue	\$ 50,586	\$ 437,392	\$ (386,806)	864.65%
 <b>EXPENDITURES:</b>				
Bond Issuance Costs	-	\$ -	\$ -	0.00%
Contracted Services	-	\$ -	\$ -	0.00%
Site Improvements	1,650,000	\$ 186,014	\$ 1,463,986	0.00%
Consulting Services	1,556,389	\$ 516,381	\$ 1,040,008	33.18%
Legal Fees	5,000	\$ -	\$ 5,000	0.00%
Building Construction	2,000,000	\$ 2,229,933	\$ (229,933)	111.50%
Building Improvements	20,000,000	\$ 4,251,985	\$ 15,748,015	
Other Expense		\$ -	\$ -	0.00%
Total Expense	25,211,389	7,184,313	\$ 18,027,076	28.50%
Fund Balance 6/30/22	\$ 14,833,103	\$ 14,833,103		
Ending Fund Balance		\$ 8,086,182		

*Prepared by the Business Office*



### Market Overview

	Current Period	Year-to-Date
	01/01/2023	01/01/2023
<b>Beginning Market Value</b>	<b>912,808.45</b>	<b>912,808.45</b>
Income		
Dividends	3,645.61	3,645.61
Change in Market Value	0.00	0.00
<b>Ending Market Value</b>	<b>916,454.06</b>	<b>916,454.06</b>

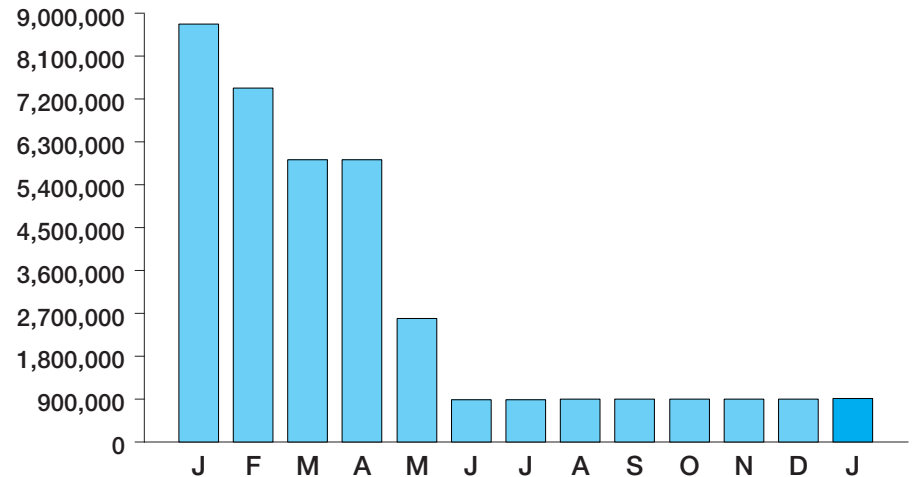
### Capital Gains

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

### Asset Allocation

	Account Value Percentage	Market Value
■ Money Markets and Cash	100%	\$916,454
	<b>100%</b>	<b>\$916,454</b>

### Historical Value





Account Name: Ludington Area Schools Custody Series  
2019

Account Number: 150363.1  
Statement Period: Jan. 1 - Jan. 31, 2023

### 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>912,808.45</b>	<b>912,808.45</b>
Income				
Interest		(3,645.61)	3,645.61	
Dividends		3,645.61		3,645.61
<b>Ending Market Value</b>	<b>0.00</b>	<b>0.00</b>	<b>916,454.06</b>	<b>916,454.06</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>								
916,454.06 Michigan Class Cooperative Liquid Asset	SF8888741	1.00	916,454.06	1.00	916,454.06		41,405	4.52
<b>Total Money Market Funds</b>			<b>916,454.06</b>		<b>916,454.06</b>	<b>0.00</b>	<b>41,405</b>	
<b>Total Money Markets and Cash</b>			<b>916,454.06</b>		<b>916,454.06</b>	<b>0.00</b>	<b>41,405</b>	
<b>Account Total</b>			<b>916,454.06</b>		<b>916,454.06</b>	<b>0.00</b>	<b>41,405</b>	



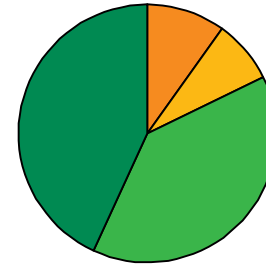
### Market Overview

	Current Period	Year-to-Date
	01/01/2023	01/01/2023
<b>Beginning Market Value</b>	<b>50,228,035.54</b>	<b>50,228,035.54</b>
Income		
Interest	81,647.00	81,647.00
Dividends	52,383.62	52,383.62
Change in Market Value	49,372.99	49,372.99
<b>Ending Market Value</b>	<b>50,411,439.15</b>	<b>50,411,439.15</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

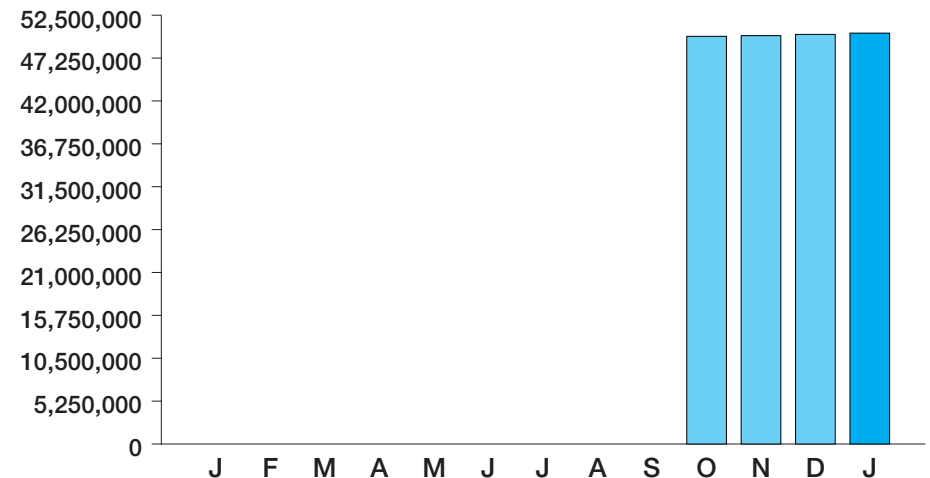
### Asset Allocation



- Fixed Income Securities
- Unique Assets
- Short Term Investments
- Money Markets and Cash

Account Value Percentage	Market Value
10%	\$4,964,550
8%	\$4,000,000
39%	\$19,690,272
43%	\$21,756,617
<b>100%</b>	<b>\$50,411,439</b>

### Historical Value





### Portfolio(s) included in Statement

Portfolio Number: 158843.1      Portfolio Name: Ludington Area School District - USD

### 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>50,207,360.54</b>	<b>50,228,035.54</b>
Income				
Interest		29,263.38	52,383.62	81,647.00
Dividends		52,383.62		52,383.62
Purchases		(32,772,739.21)	32,772,739.21	
Sales & Maturities		32,691,092.21	(32,691,035.01)	57.20
Change in Market Value				49,315.79
<b>Ending Market Value</b>	<b>0.00</b>	<b>0.00</b>	<b>50,341,448.36</b>	<b>50,411,439.15</b>

### Statement of Accruals

Units	Asset Description	Payable Date	Rate	Amount
<b>Interest</b>				
5,000,000	Charlotte-Mecklenburg NC Hosp Disc CP DTD 11/15/2022 0% 2/14/2023	02/14/2023	0.009	46,583.31
5,000,000	Export Development Corp Disc C/P DTD 9/27/2022 0% 3/20/2023	03/20/2023	0.011	54,541.67
5,000,000	Kaiser FNDTN Hosps CP DTD 1/4/2023 0% 4/4/2023	04/04/2023	0.004	17,694.44
5,000,000	Toyota Motor Credit Corp Disc C/P DTD 11/15/2022 0% 5/4/2023	05/04/2023	0.010	52,216.67
	<b>Total Interest</b>			<b>171,036.09</b>
	<b>Total Accruals</b>			<b>171,036.09</b>





**Bond Maturity Schedule**

	Cost	Market Value	% of Fixed Income	Projected Annual Income
<b>Government &amp; Agency Bonds</b>				
Less than 1 year	4,928,175.00	4,964,550.00	11.68	224,069.44
<b>Total Government &amp; Agency Bonds</b>	<b>4,928,175.00</b>	<b>4,964,550.00</b>	<b>11.68</b>	<b>224,069.44</b>
<b>Unique Assets</b>				
Less than 1 year	4,000,000.00	4,000,000.00	9.41	
<b>Total Unique Assets</b>	<b>4,000,000.00</b>	<b>4,000,000.00</b>	<b>9.41</b>	
<b>Short Term Investments</b>				
Less than 1 year	19,690,272.24	19,690,272.24	46.31	927,201.30
<b>Total Short Term Investments</b>	<b>19,690,272.24</b>	<b>19,690,272.24</b>	<b>46.31</b>	<b>927,201.30</b>
<b>Cash</b>				
Less than 1 year	13,829,614.21	13,863,230.00	32.61	638,993.39
<b>Total Cash</b>	<b>13,829,614.21</b>	<b>13,863,230.00</b>	<b>32.61</b>	<b>638,993.39</b>
<b>Total</b>	<b>42,448,061.45</b>	<b>42,518,052.24</b>	<b>100.00</b>	<b>1,790,264.13</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>Fixed Income Securities</b>									
<b>Government &amp; Agency Bonds</b>									
5,000,000	Federal Home Loan Bank Disc Nts DTD 1/3/2022 0.000% 3/29/2023 Aaa	313384DR7	0.99	4,928,175.00	99.29	4,964,550.00	36,375.00	224,069	4.51
<b>Total Government &amp; Agency Bonds</b>				<b>4,928,175.00</b>		<b>4,964,550.00</b>	<b>36,375.00</b>	<b>224,069</b>	
<b>Total Fixed Income Securities</b>				<b>4,928,175.00</b>		<b>4,964,550.00</b>	<b>36,375.00</b>	<b>224,069</b>	
<b>Unique Assets</b>									
<b>Unique Assets</b>									
4,000,000	California ST Taxable IAM Comlns CP DTD 1/23/2023 0.000% 4/20/2023	13068BJF5	1.00	4,000,000.00	100.00	4,000,000.00		0	
<b>Total Unique Assets</b>				<b>4,000,000.00</b>		<b>4,000,000.00</b>	<b>0.00</b>	<b>0</b>	
<b>Total Unique Assets</b>				<b>4,000,000.00</b>		<b>4,000,000.00</b>	<b>0.00</b>	<b>0</b>	
<b>Short-term Investments</b>									
<b>Short Term Investments</b>									
5,000,000	Charlotte-Mecklenburg NC Hosp Disc CP DTD 11/15/2022 0% 2/14/2023	16085HPE0	0.99	4,945,652.80	98.91	4,945,652.80		217,986	4.41
5,000,000	Export Development Corp Disc C/P DTD 9/27/2022 0% 3/20/2023	30215HQL7	0.98	4,915,300.00	98.31	4,915,300.00		234,208	4.76
5,000,000	Kaiser FNDTN Hosps CP DTD 1/4/2023 0% 4/4/2023	48306BR49	0.99	4,943,125.00	98.86	4,943,125.00		230,660	4.67
5,000,000	Toyota Motor Credit Corp Disc C/P DTD 11/15/2022 0% 5/4/2023	89233HS47	0.98	4,886,194.44	97.72	4,886,194.44		244,347	5.00
<b>Total Short Term Investments</b>				<b>19,690,272.24</b>		<b>19,690,272.24</b>	<b>0.00</b>	<b>927,201</b>	
<b>Total Short Term Investments</b>				<b>19,690,272.24</b>		<b>19,690,272.24</b>	<b>0.00</b>	<b>927,201</b>	
<b>Money Markets &amp; Cash</b>									
<b>Money Market Funds</b>									
7,893,386.91	Michigan Class Cooperative Liquid Asset	SF8888741	1.00	7,893,386.91	1.00	7,893,386.91		356,620	4.52
<b>Total Money Market Funds</b>				<b>7,893,386.91</b>		<b>7,893,386.91</b>	<b>0.00</b>	<b>356,620</b>	







Statement of Investment Position (continued)

Units Description	Symbol Cusip	Cost Basis		Market Value		Unrealized Gain / (Loss)	Estimated Annual Income	Yield %
		Unit	Total	Unit	Total			
<b>Money Markets &amp; Cash (continued)</b>								
<b>Cash</b>								
5,000,000 Treasury Bill Sec DTD 3/24/2022 3/23/2023	912796U31	0.99	4,956,611.10	99.38	4,969,150.00	12,538.90	223,056	4.44
4,000,000 United State Treasury Bills DTD 1/10/2023 5/9/2023	912797FD4	0.99	3,943,303.11	98.78	3,951,080.00	7,776.89	184,771	4.52
5,000,000 United States Treasury Bill DTD 1/3/2023 5/2/2023	912796CW7	0.99	4,929,700.00	98.86	4,943,000.00	13,300.00	231,167	4.65
<b>Total Cash</b>			<b>13,829,614.21</b>		<b>13,863,230.00</b>	<b>33,615.79</b>	<b>638,993</b>	
<b>Total Money Markets and Cash</b>			<b>21,723,001.12</b>		<b>21,756,616.91</b>	<b>33,615.79</b>	<b>995,614</b>	
<b>Account Total</b>			<b>50,341,448.36</b>		<b>50,411,439.15</b>	<b>69,990.79</b>	<b>2,146,885</b>	





Ludington Area Schools  
Board of Education  
Meeting Minutes January 16, 2023

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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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ORGANIZATIONAL MEETING

- I. Call to Order & Roll Call ~ The meeting was held in the Ludington Area Schools Administration Office, 809 East Tinkham Avenue, Ludington, Michigan, 49431. The meeting was called to order by Temporary Chairperson, Superintendent Dr. Kyle Corlett at six o'clock p.m.  
Members Present: Steve Carlson, Dr. Bret Autrey, Mike Nagle, Stephanie Reed, Leona Ashley, Scott Foster, Sarah Lowman  
Members Absent: None
- II. Pledge of Allegiance
- III. The Ceremonial Oath of Office was administered for Stephanie Reed and Sarah Lowman.
- IV. Election of Board President - Member Autrey nominated Steve Carlson for Board President. No other nominations were heard. Motion by Autrey, supported by Ashley, to close nominations and elect Steve Carlson for Board President. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0. Chairperson Corlett declared Steve Carlson President of the Board and the President assumed the chair.
- V. Election of Vice President - Member Foster nominated Dr. Bret Autrey for Board Vice President. No other nominations were heard. Motion by Member Foster, supported by Member Nagle, to close nominations and elect Dr. Bret Autrey for Vice President. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0. The President declared Dr. Bret Autrey Vice President of the Board.
- VI. Election of Secretary - Member Autrey nominated Mike Nagle for Board Secretary. No other nominations were heard. Motion by Autrey, supported by Reed, to close nominations and elect Mike Nagle for Board Secretary. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0. The President declared Mike Nagle Secretary of the Board.
- VII. Election of Treasurer - Member Autrey nominated Stephanie Reed for Board Treasurer. No other nominations were heard. Motion by Member Autrey, supported by Member Foster, to close nominations and elect Stephanie Reed for Board Treasurer. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0. The President declared Stephanie Reed Treasurer of the Board.
- VIII. Appointment of Board Secretary - Member Nagle, supported by Member Autrey, moved to designate the Superintendent's Administrative Assistant, Penny Schultz, as Board Secretary Designee, who will, in place of the Board Secretary, post all notices and take minutes of Board meetings. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0.
- IX. Appointment of Board Members as ESD and MASB Representatives/Recreation Board & Committee assignments as designated by the Board President. (Chairperson denoted by \*)
  - WSESD/WSASBA Representative: Scott foster
  - MASB Negotiations Liaison: Dr. Bret Autrey
  - Ludington Recreation Board Representative: Stephanie Reed
  - Building and Site Committee Members: \*Stephanie Reed, Mike Nagle, Scott Foster
  - Finance/Negotiations Committee Members: \*Dr. Bret Autrey, Steve Carlson, Stephanie Reed
  - Personnel Committee Members: \*Mike Nagle, Leona Ashley, Sarah Lowman
  - Co-Curricular Committee Members: \*Dr. Bret Autrey, Leona Ashley, Scott Foster
- X. Adjournment of Organizational Meeting - Motion by Autrey, supported by Foster, to adjourn the organizational meeting at 6:08 p.m. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0.

Ludington Area Schools  
Board of Education  
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REGULAR MEETING

- I. Call to Order - The regular meeting was called to order by Board President Carlson at 6:08 p.m.
- II. Agenda Modifications - None to report.
- III. Special Presentations ~ Board Appreciation Month and Martin Luther King Jr.'s Birthday were acknowledged. Marc Sawyers from Hungerford Nichols presented the audit report. OJ DeJonge Middle School Principal Mike Hart presented the middle school building report.
- IV. Citizen Participation – Two citizens addressed the Board.
- V. Consent Agenda
  - A. Ratification of bill Payment Per Summary dated January 16, 2023 was approved by consent.
  - B. Minutes for December 12, 2022 were approved by consent.
  - C. Hiring Approvals for Charlotte Nickelson, LES Aide was approved by consent.
  - D. Non-Union Service Agreement for John Savage, Payroll/Business Services was approved by consent.
  - E. Thrun Law, P.C. Retainer Fee Agreement was approved by consent.Motion by Reed, supported by Autrey, to approve the consent agenda as presented. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0.
- VI. Board Committee Reports
  - A. Dr. Bret Autrey presented the Finance Committee Report.
  - B. Stephanie Reed presented the discussion topics from the Building & Site Committee Report.
  - C. Mike Nagle presented the Personnel Committee report.
- VII. Superintendent Report and Comments
  - A. Dr. Kyle Corlett shared the Soaring Oriole Award was presented to Karen Hamilton. He presented Learning Goals and addressed learning loss. This is a state requirement as part of the ongoing response to COVID learning loss. This information was posted to the District website.
- VIII. Discussion Items
  - A. The bond project certificate for payment application in the amount of \$1,065,782.13 was presented.
  - B. The amended budget for 2022-2023 was presented by Laura Jacobs, Director of Business Services.
  - C. One quote was received from Vector Tech Group for network electronics, power supplies, and wireless network for OJ and LHS as part of the bond project. The total is for \$184,455.71.
  - D. Part of the bond project is to purchase new bleachers for the softball field. We have received two quotes. One is for \$22,064.88 and one is for \$23,496.00. The recommendation is to approve the quote from Sightlines Athletic Facilities LLC for \$23,496.00 because, although it's higher, it includes delivery and assembly while the lower one doesn't. These bleachers are moveable, so they can also be used for the football/soccer field.
  - E. Sub Rate was presented. With the increasing difficulty of acquiring qualified long term subs, we are proposing to increase the long-term substitute teaching rate for retired teachers to \$200 per day.
- IX. Action Items
  - A. Motion by Autrey, supported by Foster, to approve the Bond Project Application and Certificate for Payment #33 in the amount of \$1,065,782.13 as presented. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0.

Ludington Area Schools  
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- B. Motion by Autrey, supported by Nagle, to approve the Financial Audit 2021-2022 as written and presented. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0.
- C. Motion by Reed, supported by Ashley, to approve the Amended Financial Budget 2022-2023 as written and presented. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0.
- D. Motion by Ashley, supported by Lowman, to approve Purchase of Technology from Vector Tech Group in the amount of \$184,455.71 as presented. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0.
- E. Motion by Nagle, supported by Reed, to approve the purchase of bleachers from Sightlines Athletic Facilities LLC in the amount of \$23,496.00 which includes delivery and assembly as presented. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0.
- F. In September, the board approved \$46,000 for a backstop system to be installed. Unfortunately, the water table is too high to accommodate the supported poles needed without spending more funds. The recommendation is to accept a bid from Great Lakes Fencing for \$12,901.85 for a different backstop system. Motion by Autrey, supported by Nagle, to approve the backstop system from Great Lakes Fencing in the amount of \$12,901.85 as presented. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0.
- G. Motion by Autrey, supported by Nagle, to approve the sub rate increase for retired teachers serving in long term assignments to \$200 per day as presented.
- X. Other Items of Business and Announcements ~ None heard.
- XI. Adjournment ~ Motion by Autrey, supported by Ashley, to adjourn the meeting at 7:17 p.m. Vote: Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Carries 7-0.

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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.*

Ludington Area Schools  
Board of Education  
Meeting Minutes January 16, 2023

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SPECIAL MEETING

- I. Call to Order & Roll Call ~ The meeting was held in the Administration Office Boardroom, 809 East Tinkham Avenue, Ludington. The meeting was called to order by Superintendent Dr. Kyle B. Corlett at five o'clock p.m.
  - Members Present: Steve Carlson, Dr. Bret Autrey, Mike Nagle, Stephanie Reed, Leona Ashley, Scott Foster and Sarah Lowman
  - Members Absent: None
- I. Agenda Modification ~ None to report.
- II. Citizen Participation ~ None to report.
- III. Action
  - A. Motion by Autrey, supported by Ashley, to go into closed session for the purpose of a student disciplinary hearing at the request of the family pursuant to Michigan's Open Meetings Act, Public Act 267 of 1976, as amended, Section 8(b).  
Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Passes 7-0.  
The Board convened in closed session at 5:01 p.m.  
The Board returned to open session at 5:51 p.m.
  - B. Motion by Nagle, supported by Foster, to expel Student Case 2022-2023-2 through the remainder of the 2022-2023 school year, 92 days. The student may be eligible to return to school for the 2023-2024 school year pending a reinstatement hearing before the August board meeting.  
Ayes: Carlson, Autrey, Nagle, Reed, Ashley, Foster, Lowman. Nays: None. Motion: Passes 7-0.
- IV. Other Items of Business and Announcements ~ None to report.
- V. Adjournment ~ Motion by Autrey, supported by Reed, to adjourn the meeting at 5:51 p.m.  
Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Ashley, Foster, Lowman. Nays: None. Motion: Passes 7-0.

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Michael W. Nagle, Secretary, Board of Education

Approved \_\_\_\_\_

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## SCHOOL RESOURCE OFFICER AGREEMENT

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This SCHOOL RESOURCE OFFICER AGREEMENT (“Agreement”) is made and entered into this 15th day of February, 2023, by and between the COUNTY OF MASON, a Michigan municipal entity with offices at 304 E. Ludington Avenue, Ludington, Michigan 49431 (“County”), the LUDINGTON AREA SCHOOL DISTRICT, with offices at 809 East Tinkham Avenue, Ludington, MI 49431 (“LASD”), and the Mason County Sheriff’s Office, with offices at 302 N. Delia Street, Ludington, MI 49431 in accordance with the following provisions:

### Recitals

WHEREAS, the Ludington Area School District is a general powers school district organized and operating under Michigan’s Revised School Code (MCL §380.1 *et seq.*, as amended) and pursuant to Section 11a of said Code (MCL §380.11a(3)(b)) is empowered to provide for the safety and welfare of students while at school;

WHEREAS, the LASD is further authorized, pursuant to the Revised School Code (MCL §380.11a(4)), to enter into agreements, contracts, and/or other cooperative arrangements with other entities as part of the performance of the functions of the school district;

WHEREAS, Mason County, a Michigan Municipal Corporation, has the power to provide police services through the Sheriff which are necessary for the protection of persons and property within its boundaries;

WHEREAS, the County through the Sheriff and LASD desire to formalize and continue the employment of School Resource Officer(s) within the LASD community, to provide for and maintain a safe, healthy, and productive learning environment within the Ludington schools, and to continue the cooperative and proactive relationship between law enforcement and LASD;

WHEREAS, the County, the Sheriff’s Office, and LASD as parties to this Agreement have determined that it is in the best interests of their citizens to enter into an agreement on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and the mutual benefits and obligations as set forth below, the County and LASD hereby agree as follows:

**1. Purpose and Intent.** The purpose of this Agreement is to ensure the assignment of a uniformed police officer to LASD schools to provide for and maintain a safe, healthy, and productive learning environment for students, staff, and visitors to LASD schools, to improve youth-law enforcement relations, and to promote crime prevention through awareness and coordination between LASD and the County. The intent of this Agreement is to carry out this purpose by employing a School Resource Officer (“SRO”) to serve at the school locations detailed below for a term commencing as of January 1, 2023 and expiring 3 years thereafter on December 31, 2025. After this initial 3-year term, this Agreement shall automatically renew for subsequent one-year terms unless terminated pursuant to paragraph 7 below.

**2. School Resource Officer Duties and Services.** The County shall provide a School Resource Officer and SRO services as follows:

- a. The SRO shall be a sworn law enforcement officer. Prior to assignment of a person to serve as SRO, the County shall certify in writing to the Superintendent of the LASD that such person meets or exceeds the licensing standards published by the Michigan Commission on Law Enforcement Standards (MCOLES), applicable law and/or administrative regulations, and has had specialized training to work with youth at a school site.
- b. The County shall assign one regularly employed police officer to serve as SRO who shall serve the following school: Ludington Elementary School, pursuant to a schedule to be established by the Mason County Sheriff which will allow for the regular provision of SRO services at said schools. In addition, the SRO may perform services on an as-needed basis at other LASD schools, and the schedule to be devised will allow for such services as well. The SRO may also provide services at other LASD owned properties or other LASD sanctioned events occurring off LASD property. The County via its Sheriff, shall have sole discretion in the assignment of the SRO, and said SRO may vary from time to time, based on the needs of the County.
- c. The SRO shall report directly to the Mason County Sheriff or other on duty supervisor, within the Mason County Sheriff Office, who, as the SRO's supervisor, will work with the school administration of the LASD schools in providing for the rendition of SRO services as outlined herein.
- d. The SRO shall perform a regular workweek of five days (40 hours) at the schools with pay per the current FOPLC and Mason County contract agreement. It is agreed and understood that the SRO will, from time to time, be expected to attend meetings of parents and/or faculty and school functions on request of a principal.
- e. The County shall have the right to schedule the SRO for regular police officer duties within the Mason County Sheriff Office when School is not in session. Additionally, the Mason County Sheriff Office shall have the right to call upon the SRO to respond to significant emergencies or criminal activity in the community, unless the SRO is engaged in protecting and securing school buildings which shall take priority. The SRO shall respond to emergency events within the LASD community and shall assist school officials in protecting and securing students, staff, visitors, and the school facilities in the event of an emergency.
- f. The SRO shall be responsible for the performance of general law enforcement services within the LASD community intended to provide for the protection, safety, and welfare of LASD students, staff, and visitors, and the protection and preservation of LASD property.



- g. The SRO shall assist in the development of positive student conceptions of the law enforcement community and the promotion of positive interaction and enhanced relations between students and law enforcement officers. The SRO will perform their duties in a highly visible manner and will be present within the LASD schools and at LASD extracurricular events and activities as available and pursuant to the schedule provided in this Agreement. When requested by LASD, the SRO shall attend parent/faculty meetings to educate the community about, and solicit feedback and input relating to, the SRO program. The SRO is not to be used for regularly assigned lunchroom duties, as a hall monitor, or other similar monitoring duties; if there is a problem in any such area, the SRO may assist the school upon request until the problem is resolved.
- h. The SRO may, as mutually agreed upon by the County and LASD, present educational programs concerning, driver's education, crime prevention and the rights, obligations, and responsibilities of students as citizens.
- i. The SRO shall become familiar with local community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, and shall act as a resource person to the students, faculty, and staff of the school. The SRO shall assist LASD in developing plans and strategies to prevent and/or minimize dangerous situations.
- j. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit reports as may be required from time to time by the County and/or the LASD.
- k. The SRO shall not act as a school disciplinarian, as the disciplining of students is a responsibility of the schools and LASD. It is agreed and understood that LASD shall be responsible for investigating and determining, in their discretion, whether a student has violated any student codes of conduct, disciplinary codes, or other standards, as well as the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with the schools' administration and/or staff that may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO shall be provided with copies of the student code of conduct, disciplinary codes, or other standards of the schools and/or LASD. The SRO shall become familiar with the obligations, requirements, and information provided in such codes and/or standards.
- l. Should it become necessary to conduct formal police interview(s) with students, the SRO shall adhere to all applicable state, federal, and local laws, rules, regulations, and other legal requirements with respect to such interview(s).
- m. LASD may, but is not required to where such action(s) may be a violation of the Family Educational Rights and Privacy Act (FERPA; 20 U.S.C. §1232g; 34 C.F.R. Part 99) or other student privacy law/regulation, advise the SRO of incidents or

activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate. With respect to those activities occurring on school property or at school sponsored functions, which LASD is required to report to the appropriate law enforcement agency (including, but not limited to, assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property), it is agreed and understood that the SRO, as an employee of the Mason County Sheriff Office, is authorized to receive and appropriately act on any of such foregoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the SRO of activities believed to fall within statutory reporting requirements.

- n. The SRO, based on availability and upon request from LASD, may further assist the schools with the following tasks, duties, or projects: management of LASD's "RAVE" notification system; T.E.A.M. instruction; Driver's Education – Segment II Training; emergency response training for staff (A.L.I.C.E.).
- o. The SRO shall comply with all federal and state laws regarding the rights of students within the public-school setting.
- p. As additional consideration for the County's provision of the SRO, LASD shall support the work of the SRO within the schools through the provision of the following:
  - i. LASD shall provide the SRO with workspace within its schools where matters requiring heightened sensitivity may be discussed confidentially.
  - ii. LASD shall provide the SRO with an office space in at least one of its school buildings, and will make available for use by the SRO standard office equipment, including, but not necessarily limited to, a desk and chair. The office will also include a telephone capable of making internal and external calls, which may be used by the SRO for business purposes.

**3. Cost Sharing.** LASD shall pay the County \$76,890.00 annually to cover the costs of all SRO services (excluding any additional services that may be agreed to separately) as provided under this Agreement. This payment from LASD to the County is intended to cover the costs the County incurs in paying wages and providing benefits for the officer(s) assigned to perform the SRO services under this Agreement. The County shall pay the balance of the costs associated with the SRO officer, including equipment, vehicle, uniform, training, and other expenses.

**4. Employment Status of the SRO.** The SRO shall remain an employee of the Mason County Sheriff Office, and shall not be an employee of the LASD. The County and LASD acknowledge and agree that the SRO shall remain responsive to the chain of command of the Mason County Sheriff Office.

- a. The County shall be solely responsible for the direction and control of the SRO, and shall be exclusively responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing, or otherwise regulating the employment conditions, and employment rights of the SRO. The County shall also be exclusively responsible for the provision of any and all equipment, vehicles, materials, uniforms, firearms and other items necessary for the SRO to perform the duties described in this Agreement.
- b. LASD shall have the right to provide the County with its expectations for the SRO, and may request that the County assign a different individual to perform the SRO duties described in this Agreement if, in its good faith judgment, the individual is unfit to perform the duties described in this Agreement or if the individual has failed to meet the expectations of LASD.
- c. As the exclusive employer of the SRO, the County shall be responsible for answering, defending, and/or resolving any and all claims asserted with respect to the conduct of the SRO, to the extent that such claims arise from the employment or agency relationship between the County and the SRO and to the extent that the claim arose out of the SRO's performance of the duties described in this Agreement. Such claim(s) shall include, but are not limited to: (i) proceedings before the Michigan Employment Relations Commission; (ii) claims for unemployment benefits; (iii) claims for Workers Compensation and disability benefits; (iv) claims for unlawful discrimination under any state or federal statutes; (v) joint and/or other employment claims made by the Michigan Office of Retirement Services and/or the Municipal Employee Retirement System; and (vi) claims for breach of contract. All costs and legal fees incurred in connection with the defense of the foregoing matter(s) and any judgments resulting therefrom shall be the sole and exclusive responsibility of the County.

**5. Appointment of the SRO.** The Mason County Sheriff shall assign an officer who is qualified to be an SRO to the role of the SRO under this Agreement. The Sheriff may elect to change the SRO assignment within the term of this Agreement with a similarly qualified officer. The County will consider the opinion(s) of LASD in selecting and assigning an officer to serve as the SRO, however, selection and assignment rights vest solely with the County. The SRO assigned by the County shall meet the following minimum qualifications:

- a. The SRO must be a full-time, certified, and sworn police officer with a minimum of three (3) years of law enforcement experience.
- b. The SRO must have training as outlined in Section 2.a. above.
- c. The individual appointed to the position of SRO must undergo a criminal history information record check pursuant to the requirements of Section 1230 of Michigan's Revised School Code (MCL §380.1230). The results of the criminal history information check must be satisfactory to the LASD or the individual

may not be assigned to serve in the schools as the SRO.

**6. Removal of SRO & Replacement.** LASD shall have the right to provide the County with its expectations of the SRO. LASD may request that the County assign a different individual to perform the school resource duties described in this Agreement if, in its good faith judgment, the individual is unfit to perform the duties described in this Agreement or the individual has failed to meet the expectations of LASD. If such a request is made of the County by LASD, the County agrees to promptly consider the request, review and/or investigate the allegations (if any) or rationale of LASD in requesting removal of the individual serving as the SRO, and to take action that the County believes to be in the best interest of the school community. In the event that the County elects not to replace the individual serving as the SRO with another individual to serve in that role, LASD may, without penalty, elect to terminate this Agreement effective immediately upon notice by LASD to the County.

- a. The County may dismiss or reassign an SRO based upon Sheriff Office Policies, Rules, Regulations, and/or General Orders, and when it is in the best interest of the people of the County.
- b. In the event of the resignation or dismissal of an SRO, the County shall provide a replacement for the SRO within ten (10) calendar days of receiving written notice of such dismissal or resignation. In the event that the SRO is reassigned by the County, the County shall immediately identify a replacement SRO who shall meet the requirements of this Agreement.

**7. Termination of Agreement.**

- a. In addition to termination in writing ninety (90) days prior to expiration of the terms of this Agreement as provided in Article 1, above, this Agreement may be terminated by either party upon ninety (90) days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The notice shall contain specific examples of the term(s) or condition(s) that have been breached and the offending party shall have the opportunity to cure such breach within the ninety (90) day notice timeframe.
- b. This Agreement may also be terminated without cause by either party upon one (1) year advance written notice. Termination of this Agreement may only be accomplished as provided herein or as otherwise required by law.

**8. Notices.** Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows:

If to LASD:  
Superintendent  
Ludington Area School District  
809 East Tinkham Avenue  
Ludington, Michigan 49431

If to the County:  
County Administrator  
Mason County Airport  
5300 W. US 10 Highway  
Ludington, Michigan 49431 &  
  
Sheriff  
302 N. Delia Street  
Ludington, Michigan 49431

**9. Amendment.** This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding upon the parties unless hereafter made in writing and signed by both parties.

**10. Insurance / Indemnification.** For the duration of this Agreement and any renewal hereof, the Mason County will obtain and maintain general liability insurance and public officials' liability insurance with minimum coverage of Two Million (\$2,000,000.00) Dollars per occurrence, workers' compensation coverage in accordance with the requirements of Michigan law, and automobile insurance in accordance with the requirements of Michigan law. Mason County shall provide to LASD certificates of insurance upon request of the LASD.

For the duration of this Agreement and any renewal hereof, the LASD will obtain and maintain general liability insurance and public officials' liability insurance with minimum coverage of Two Million (\$2,000,000.00) Dollars per occurrence.

#### **11. Non-Assignment & Merger.**

- a. This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the LASD Superintendent and County Administrator is obtained.
- b. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

#### **12. Miscellaneous.**

- a. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- b. Confidentiality. The School Resource Officer is not considered to be a "school official" for the purposes of the Family Educational Rights and Privacy Act of 1974, as amended (FERPA) and thus is not entitled to student education records as defined in FERPA unless the school has obtained parent/guardian consent to release the education records to the School Resource Officer, a valid exception to the consent requirement applies, or the Schools have received a lawfully

issued subpoena or judicial order. In the event where parent/guardian consent is obtained or a valid exception to such exists the Schools may disclose to the School Resource Officer confidential information which is protected under state and/or Federal law such as the FERPA, the Individuals with Disabilities Education Act (“IDEA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Patient Protection and Affordable Care Act of 2010, and/or Section 504 of the Rehabilitation Act of 1973. The County agrees to make reasonable effort to: (i) not use any of the Schools’ confidential information or for its own use or for any purpose other than the specific purpose of performing the duties described herein; (ii) not voluntarily disclose any of the Schools’ confidential information to any other person or entity; and (iii) to take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of, the Schools’ confidential information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized to have such information. The foregoing duty shall survive any termination or expiration of this Agreement.

- c. Nondiscrimination. The Parties agree that they will comply with all applicable laws prohibiting discrimination in the performance of the duties described herein. The County agrees that it does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, and termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran’s status, or other protected category as required by applicable Federal, state and local laws.
- d. Independent Contractors. The Parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties.
- e. No Joint Liability. The Parties are not jointly liable for any act, failure to act or omission committed by another Party. Any cause of action, in any form, brought based upon the act, failure to act or omission of a Party may be brought only against the Party that failed to act or committed the omission. Each Party is a separate legal entity with all rights provided by law and this Agreement.
- f. Waiver. The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by any Party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by another Party shall not prejudice such Party’s rights of termination or enforcement for any further or other’s default or violation or be deemed a waiver or forfeiture of those rights.
- g. Applicable Law. This Agreement is made under and will be construed in accordance with the law of the State of Michigan.

- h. Counterparts. This Agreement may be executed in counterparts separately by each Party, each of which counterparts shall be deemed an original, and all of which shall constitute one and the same instrument.
- i. Governmental Immunity. Nothing contained in this Agreement is intended to serve as a waiver of governmental immunity by any Party for which governmental immunity may be applicable.
- j. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.
- k. Force Majeure. No Party shall be liable to another Party for damages caused by an interruption of this Agreement where such interruption is due to war, rebellion, or insurrection, acts of God, fire, governmental statute, judicial or agency order or regulation prohibiting the performance of this Agreement, labor disputes, or for other causes beyond the reasonable control of a Party.
- l. Freedom of Information Act. As public entities, the Parties are each subject to the provisions and requirements of Michigan's Freedom of Information Act (MCL §§15.231 *et seq.*, as amended. The Parties understand and acknowledge that each Party must comply with Freedom of Information Act requests, provided that the requested information is not legally exempt from disclosure. When a request involves information related to the subject matter of this Agreement, the Parties agree to make reasonable effort to make the Party that did not receive the request aware of such, and also to jointly agree on what information may be exempt from disclosure, if any.

IN WITNESS WHEREOF, the County and LASD have, through their authorized representatives, caused this Agreement to be duly executed and delivered as of the date first written above.

[signature page follows]

**LUDINGTON AREA SCHOOL DISTRICT**

**MASON COUNTY**

By: [Steven Carlson]  
Its: [Board President]

By: Janet S. Andersen, Board Chair

By: Kim Cole, Mason County Sheriff





Ludington Area Public Schools

Turf Field

Ludington, Michigan

Date: February 14, 2023

Rev:

TCC Proj #: 218430

SQFT: 0



ESTIMATE & CD REVIEW DATA				APPARENT LOW BID		
TCC WC	Description	WC Total	Apparent Low Bid	Variance from WC	Bidder	
08	Turf Field	1,160,873	1,351,582	190,709	Astroturf, Hallack, Schepers	
08A	Asphalt Paving	95,990	40,000	(55,990)	BUDGET	
28	Underground Electrical	50,000	31,476	(18,524)	Allied Electric	
40	General Requirements	50,000	35,000	(15,000)	General Requirements	
38A	Touchdown Bell Brick	15,000	9,470	(5,530)	JK Masonry Pricing	
99	Team Room	565,750	565,750	0	BUDGET	
99A	Softball	261,981	261,981	0	Work Complete	
99B	Baseball	249,347	249,347	0	BUDGET	
<b>Subtotal:</b>		<b>2,448,941</b>	<b>2,544,606</b>	<b>95,665</b>		
	Future Bid Pack Design/Bid Contingency: 10.0%	88,144	107,708	19,564		
<b>Subtotal:</b>		<b>2,537,085</b>	<b>2,652,314</b>	<b>115,229</b>		
	Future Bid Pack Escalation: 10.0%	253,709	107,708	(146,001)		
<b>Subtotal Construction:</b>		<b>2,790,794</b>	<b>2,760,022</b>	<b>(30,772)</b>		
	Turf Field CM Contingency 5.0%	61,468	61,468	0		
	Future Bid Pack CM Contingency 5.0%	53,854	53,854	0		
<b>Subtotal Const. w/CM Contingency:</b>		<b>2,906,116</b>	<b>2,875,344</b>	<b>(30,772)</b>		
	Material Testing	12,000	12,000	0		
	Permit(s):	9,723	9,723	0		
<b>Subtotal CM Services:</b>		<b>21,723</b>	<b>21,723</b>	<b>0</b>		
<b>TOTAL CONSTRUCTION ESTIMATE:</b>		<b>2,927,839</b>	<b>2,897,067</b>	<b>(30,772)</b>		
<b>TOTAL BUDGET:</b>		<b>2,893,633</b>	<b>2,893,633</b>			
<b>AMOUNT OVER/(UNDER) BUDGET:</b>		<b>34,206</b>	<b>3,434</b>	<b>(30,772)</b>		



**Bid Tabulation**  
**Ludington Area Schools - MSHS Abatement**

**Ludington Area Schools**  
 Bid Date: 12-6-22 - 2:00 p.m.

BIDDER	Bid Bond Included	Addendum #1 Acknowledged	Base Bid	Estimate	Allowance for unforseen abatement	Base Bid + Bond + Allowance
Ludington MSHS Abatement				\$250,000		
Martin and Associates	Yes	Yes	\$327,812		\$40,000	\$367,812
Dore Associates	Yes	Yes	\$206,400		\$40,000	\$246,400

