

**C.O.O.R. Intermediate School District Board of
Education Meeting**

Wednesday, January 12, 2022 6:00 PM

C.O.O.R. ISD Central Office, PO Box 827, 11051 N. Cut Road, Roscommon, MI
48653

1. Call to order & Roll Call
School Board Appreciation-
Superintendent Petri

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PROUD
School  *Board*
MEMBER

JANUARY 2022

**THANK YOU SCHOOL
BOARD MEMBERS!**



2. Opening Ceremonies

- Pledge of Allegiance
- Mission Statement

C.O.O.R. ISD provides programs and services with our partners to support the current and emerging teaching and learning needs of our schools and communities.

3. Organization of the Board

A. Election of President for 2022
Nomination(s):

B. Election of Vice President for 2022
Nomination(s):

C. Election of Board Secretary for 2022
Nomination(s):

D. Election of Treasurer for 2022
Nomination(s):

E. Committee Member Selection

- Finance Committee (Reporting, Budgets, Grants, etc.)
- Buildings and Grounds Committee (including Equipment)
- Legislative/Strategic Planning Committee (Quarterly Goal Review)
- Policy Committee (new Administrative Guidelines)
- Personnel Committee (Wages, Contract Negotiation, etc.)
- Evaluation of the Superintendent- Committee of the Whole

The 2021 committee list is attached for your reference.

4. Adopt the Agenda

5. Department Updates

- Career & Technical Education Department
- Early Childhood Department
- Instructional Services Department
- Public Relations
- R.O.O.C., Inc.
- Social Media Report Card
- Special Education Department
- Technology

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BOARD OF EDUCATION

Dr. James Mangutz, D.D.S.
President

Nancy Persing,
Vice President

Ian Faulkner,
Treasurer

Lyn Sperry,
Secretary

Kara Mularz,
Trustee

Jim Gendernalik,
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Brie Molaison,
Trustee

ADMINISTRATION

Shawn Petri,
Superintendent

Katie Fuelling,
Director of
Instructional Services

Natalie Davis,
Director of Career &
Technical Education

Jill Radosta,
Director of
Special Education

Somer Quinlan,
Executive Director
of R.O.O.C., Inc.

Jared Socia,
Director of Operations

Katie Keith,
Early Childhood
Supervisor

To: Shawn Petri, Superintendent

From: Natalie Davis, CTE Director

Date: January 6, 2022

Subject: CTE Update

CTE Steering Committee:

Our next meeting will be January 25th to finalize course offerings for next fall and review course descriptions once again. This will be the final review before promotional materials are created for program recruitment and scheduling for next year. Todd Seidell has the original building plans, which is what he was waiting for to get started on ideas for us. I'm not sure if we'll have something by January 25th or not, but he has everything and will have something soon.

The cosmetology lab will finally be operational within the next week. This has been a real challenge and tried the patience of our instructors, but we're thankful to be using it soon.

I did a presentation at the Grayling (Crawford AuSable) school board in December about our progress and plans, and will be presenting to Roscommon on January 10th. I'm open to sharing with any community groups or local boards the exciting things we are doing right now, so if you have a group you are affiliated with and you would like me to visit, please let me know!

Grants:

In addition to the 61c Equipment grant, we are also receiving the 61b Early College expansion grant in the amount of \$50,000, making our cumulative total \$585,000 in addition to the \$2.5 million. This grant is to expand our current programming to partner with Alpena Community College and possibly Ferris State University. We did hire a part-time person in the office due to Lyndsay Smolarz taking another position. Alexis Ferguson will be full-time as a designated EMC coordinator as a result of this grant and we are very excited to have her on our team!

I am almost ready to submit the MCAN grant, to establish a local college access network. This grant would coincide with the EMC grant, and the work would align with our overall goal of expanding opportunities for students to earn credentials and college credit while still in high school.

We are also still waiting to hear about the SME Prime grant, through the Society of Manufacturing Engineers. I applied for this grant on behalf of C.O.O.R. and also West Branch for specific manufacturing pathways, and we could find out on the state aid report this month.

Recruitment and Other:

Dean VanWormer will work on recruitment and we will be reaching out to the local districts to set things up according to their local timelines. We will schedule an evening open house and informational night, as well as visits to local districts to communicate the options available to students.

I will be attending the Career Education Conference in Grand Rapids at the end of this month. This is always beneficial to interact with the MDE consultants for CTE and colleagues throughout the state. I'm also going through the 5D teacher evaluation training through MASSP, which although virtual is very intense and time consuming. I have four more days of training over the next two months.

We will be hosting the regional Perkins grant team here at RMS next week to wrap up our Comprehensive Local Needs Assessment.

I also attended both regional Michigan Works meetings in December since we overlap two prosperity regions.



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Jared Socia,
Director of Operations

Katie Keith,
Early Childhood
Supervisor

To: Shawn Petri, Superintendent

From: Katie Keith

Date: January 5, 2021

Subject: Early Childhood Update

Great Start Collaborative:

To date, the Collaborative has awarded 28 preschool scholarships to families in our COOR Counties. Scholarships are awarded to families who attend tuition based preschool programs and GSRP programs and that are participating in Great Start to Quality with a star rating of at least "3". To qualify families must have an FPL of 400% or below. Our families that attend GSRP programs and receive a scholarship are families that are over income for GSRP and have to pay the sliding scale fee.

Great Start Readiness Program:

The Michigan Department of Education(MDE) released the clarification on Flexible Funding for 2021-22. MDE will calculate the percent of slots filled utilizing our application and student count submission. Any ISD filling at least 75% of final allocated slots will be funded at 100% of the final allocated slots. We requested 537 slots and have filled 92% of them. This does not include our Federal funded slots. So, all programs will receive 100% of the state allocation this year even if slots are unfilled. We will continue to attempt to fill slots as long as we can!



Great Start to Quality:

Oct 1 - Dec 31 FY22 data points:

- **Professional Development Opportunities offered:** 19, Number of attendees: 130
- Lending **Library Resources** utilized by Licensed Child Care Providers: 893 check outs, 221 Parent check outs and 61 from other Agencies
- There were 158 **Technical Assistance Opportunities** by staff that directly supported licensed child care providers.

Highlight of some of our cohort / learning communities:

- There has been a new **Infant Toddler Learning Community** created to run from October 2022 through June 2023. At this time we have 17 participants from 9 licensed sites who have become members.
- Pilot **Leadership Cohort** will start in January. Right now we have 15 participants from 13 licensed sites.
- **Shooting for the Stars Learning Community** has finished up. This was a one year commitment by 9 licensed child care providers and 2 staff members. The structure was for them to have monthly meetings, individual meetings with Resource Center staff and to also attend a monthly cohort where they chose the topics they were interested in learning more about. They met 12 times which incorporated 6 trainings and 6 reflection opportunities to discuss successes and challenges they had implemented what they learned the previous month.



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Jared Socia,
 Director of Operations

Katie Keith,
 Early Childhood
 Supervisor

To: Shawn Petri, Superintendent
 From: Katie Fuelling
 Date: January 6, 2021
 Subject: Instructional Services Update

31n Team:

We are excited to announce our first Trust-Based Relational Intervention (TRBI) Training at the end January hosted by Dr. Mark Sloane. The training will focus on the implementation of Trust-Based Relational Intervention (TBRI) and practical relationally-based trauma tools for school personnel across C.O.O.R. ISD. The training will energize our COOR ISD trauma initiative to provide safe connected classrooms for all students and to employ more trauma-informed options to better manage complex behavioral problems. The TBRI project is part of a statewide initiative Mental Health in Schools, sponsored by Michigan Department of Education in collaboration with the Western Michigan University Children's Trauma Assessment Center and the WMU Resiliency Center for Families & Children (www.wmich.edu/traumacenter).

Professional Learning:

We are kicking off our monthly Elementary Principal Leadership Series on January 11th. Leaders will increase repertoire of skills, gain professional knowledge, and impact student, teacher, and leader performance through exploring timely topics, engaging in the practical application of learning, collaboratively problem-solving around barriers, and celebrating successes. We are also starting a monthly instructional coaches' cohort in January with a focus on strengthening collective efficacy through the implementation of teacher collaboration routines during Professional Learning Communities (PLCs).

We are also continuing our work with strengthening principal/leader capacities through recurring mentoring sessions. Principals will continue to develop their instructional leadership skills starting with building/maintaining productive school climates.

C.O.O.R. ISD presents
Trust-Based Relational Intervention Implementation Training
 Location: Kirtland Community College
 January 31st - February 1st
 8:00 a.m. - 3:00 p.m.
 This training will focus on the implementation of Trust-Based Relational Intervention (TBRI) and practical relationally-based trauma tools for school personnel across C.O.O.R. ISD.
 "When you connect to the heart of a child, everything is possible."
 - Dr. Karyn Purvis
Training Presenters
 • Mark A. Sloane, DO (TBRI Practitioner / Trauma Consultant / WMU CTAC Medical Director)
 • Susan Collins, M.Ed (TBRI Practitioner / Student Engagement Consultant (COPED))
 • Samantha Petri, LMSW (TBRI Practitioner / Training Coordinator, George Peris, Institute of Child Development - Texas Christian University)
 • Kristin Heuser-Ruppel, OT/EL (TBRI Practitioner / WMU CTAC Clinical Trauma Interventionist / Occupational Therapist)
 • Local TBRI practitioners will assist with team facilitation.
 REGISTER: Complete registration by filling out the google form prior to January 24, 2022 - <https://forms.gle/9W9u2c3858D5A>

Elementary Principal Leadership Series
 Leaders will increase repertoire of skills, gain professional knowledge, and impact student, teacher, and leader performance through exploring timely topics, engaging in the practical application of learning, collaboratively problem-solving around barriers, and celebrating successes.
 January 11th
 February 8th
 March 8th
 April 12th
 May 10th
 June 21st
 Time: 9:30 - 11:00 a.m.
 COOR ISD
 C.O.O.R. Intermediate School District

R.O.O.C. Inc.

11018 North Cut Road, P.O. Box 827, Roscommon, MI 48653

www.rooc.org

MEMORANDUM

To: Shawn Petri
From: Somer Quinlan
Re: ROOC Update
Date: January 6, 2022

After a successful Holiday Party put on by the Knights of Columbus and a nice little break to charge everyone's batteries, we are all looking forward to what the 2022 year will bring! I would like to acknowledge the ROOC Staff for remaining positive and resilient over the past year. There were many adjustments and challenges that were met with great compassion, problem solving and ultimately efficient team work!

The grant money from the Roscommon County American Rescue Plan Act should be received by the end of this month and we look forward to the purchase of a new vehicle so that we can continue to remain involved in our community as much as possible. The ROOC team will be meeting with MSU Extension this month to partner in the expansion of our health and wellness programs and services for the new year. A special thank you to Elaine Palm of MSU Extension for continuing to support and grow these services. We would also like to thank our donors and volunteers for remaining committed to assisting the people we serve access opportunities in their community and reach their own personal goals.

WELCOME 2022!!





BOARD OF EDUCATION

To: Shawn Petri, Superintendent

Dr. James Mangutz, D.D.S.
 President

From: Jill Radosta

Nancy Persing,
 Vice President

Date: January 5, 2022

Ian Faulkner,
 Treasurer

Subject: Special Education Update

Lyn Sperry,
 Secretary

Action Item:

Kara Mularz,
 Trustee

Michelle Lynn/Fun First Therapy

Jim Gendernalik,
 Trustee

We are seeking approval to contract with Fun First Therapy for a Speech Pathologist to provide services to students at Crawford-AuSable Schools for up to 20 hours per week at a rate of \$72.50 per hour. Total cost of contract not to exceed \$31,900.00

Brie Molaison,
 Trustee

ADMINISTRATION

Fencing Project

Shawn Petri,
 Superintendent

The fencing project has been completed. The last section of fencing in front of the classroom exit doors looks amazing and it was the final step in keeping our kids safe. We were able to complete most of the fencing through a grant provided by the Roscommon Community.

Katie Fuelling,
 Director of
 Instructional Services

Natalie Davis,
 Director of Career &
 Technical Education

Christmas in the Village - Roscommon

Jill Radosta,
 Director of
 Special Education

The Adult Transition purchased a table for the craft show. The classroom sold jams, jellies, preserves, baked goods and Christmas decorations. The students worked very hard over the past couple of months and learned some very valuable skills. The proceeds from the sales will be used to buy additional materials and supplies for the classrooms.

Somer Quinlan,
 Executive Director
 of R.O.O.C., Inc.

Jared Socia,
 Director of Operations

Early On

Katie Keith,
 Early Childhood
 Supervisor

We currently have 46 students enrolled in Early On throughout our counties. In the second quarter of 2021-2022 (Oct, Nov, Dec) we had 33 new referrals, with 12 CASD, 7 HLCS, 6 RAPS, 4 WBRC, 3 MA and 1 FA.

This month the Early On teams are beginning a book study. *Pause and Reflect: Your Guide to a Deeper Understanding of Early Intervention Practice* by Dana Childress will be the primary source of our study with supporting materials from *The Early Childhood Coaching Handbook* by Dathan Rush and M'Lisa Shelden.

Stuffed Animals Donation

Thank you, Ian Faulkner, for donating some gently used stuffed animals to the CEC! Melisa Akers, CEC principal, is using the stuffed animals as incentives for good behavior. If a student meets their behavior goals for the day or week, they can come to her office and pick out a stuffed animal to take home.

Surprise for Student

Before the break, Mr. Petri, our superintendent, awarded one of our students for good behavior by presenting him with a new tie. Kane loves ties and looked forward to this moment all week. Thank you for stopping by and making his day.



Respectfully submitted by

Jill Radosta, Director of Special Education



Educational Technology Association

Technology for Learning

January 2021 ETA Report

Any Questions Please contact Josh Hayes, jhayes@k12eta.org

Tickets (ETA Wide):

- Current Open: 218
- Created this month: 809

Trainings Provided

- Virtual Reality
- 3D Printer
- PowerSchool Usergroup

Updates:

- December 6th, There was a power outage at MISD. The backup generator kicked on and nothing went down.
- December 9th, We lost a server due to a hardware failure and things didn't failover to our secondary server like they were supposed to. This caused a 2-hour outage at Mesick.
- December 10th, Bear Lakes Wifi went down, the outage lasted about 20 minutes
- December 10th, Amazon Web Services (AWS) started having issues, this caused delays in systems such as our web filter and any other hosted system that uses AWS to host their servers.
- We installed a backup and replication server at COOR
- We are continuing to fake phish our staff about once per month.
- We are in the waiting game on the roundabout in Manistee. The good thing is that they are not waiting on us.
- It is Erate season, this means working with lots of districts to collect paperwork and going out for bid on internet access, point-to-point connections, and our large Wifi project. Erate is the federal program that saves us around 80% on those services.

Proudly Serving the districts within the Manistee ISD, West Shore ESD, and Wexford-Missaukee ISD

6. Public Participation

- The public may submit comments by 3:30 PM
- The public may call 989-275-9575 and leave a voicemail by 3:30 PM, OR
- The public may attend the meeting in person.
- Individuals may speak for a maximum of 5 minutes.
- Groups may speak for a maximum of 15 minutes.

7. Consent Agenda

(A single member's request shall cause an item on the Consent Agenda to be relocated as an Action Item, eligible for discussion and vote that evening.)

- A. Approve minutes of previous meeting on Dec 8, 2021

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Meeting Minutes

A regular meeting of the C.O.O.R. Intermediate School District Board of Education (the “Board”) was held on Wednesday, December 8th, 2021. President Mangutz called the meeting to order at 6:00 P.M.

1. Call to order & Roll Call

Attendance Taken at 6:01 PM. **Present:** Ian Faulkner, Jim Gendernalik, Dr. Jim Mangutz DDS, Brie Molaison, Nancy Persing, Lyn Sperry, **Absent:** Kara Mularz.

Natalie Davis, Heather LaBean, Carrie Macko, Jill Radosta, Elena Rothney and superintendent, Shawn Petri in physical attendance. Somer Quinlan, Katie Keith and Katie Fuelling attended virtually.

Elena Rothney acting as recording secretary in place of Rebecca Socia.

2. Opening Ceremonies

- Welcome to new board members Jim Gendernalik and Brie Molaison!

- Pledge of Allegiance

- Mission Statement read by Lyn Sperry

C.O.O.R. ISD provides programs and services with our partners to support the current and emerging teaching and learning needs of our schools and communities.

3. Adopt the Agenda

Adopt the agenda as presented. This motion, made by Ian Faulkner and seconded by Lyn Sperry, Carried (6-0).

4. Presentation: COOR ISD Financial Audit by Weinlander-Fitzhugh

Superintendent Petri introduces Heather LaBean from the auditing company. He also notes to the board that the presentation packets may be left behind to be stored in COOR’s records if they do not wish to keep them. Ms. LaBean begins, they have audited what they believe to be a representative pool of financial statements from COOR based on set guidelines and their job is to give opinions based on their audit results.

She starts with the General (GE) Fund which stands at \$1,737,009 has an increased net balance of \$341,244. Superintendent Petri followed up and asked the board to take note of the increases despite the large flow of funds to local districts. COOR is looking to approach fund equity in this account soon as they are not trying to grow a balance necessarily. The ISD is always looking at ways to assist and help the local districts and have indeed dropped Medicaid billback down tremendously. However, if ESSR funding falls there are certain factors we need to be prepared for as the amount will only cover so many items. At that time, the board must figure out what they can actually assist with. Additionally, if the GE fund can stay in a surplus, extra state scrutiny can be avoided as aim to fix the deficit that is currently running in our special education

budget. Next were totals for Special Education Fund which currently sits at a deficit of \$268,180, but the balance has improved dramatically from previous years with a net increase in balance of \$457,674. Mr. Gendernalik asked what happened to cause the deficit which were issues with Medicaid and further partner programs that created unexpected expenses. The ISD chose to pay those charges, despite the large amount, instead of pushing costs out to the local districts. The CTE's fund also saw a net increase of \$51,118 and has a fund balance of \$291,253. Other funds included in the audit were the Northern Michigan Electronic Consortium Fund (NMEC) and Food Service. NMCE fund did decrease but still remains at \$20,503 while food service had a net change of \$0 which is what is expected and required of this type of account.

Ms. LaBean also went over the Capital Projects fund and Superintendent Petri notes that the ISD has put in a large amount of funds as we invest in buses and new roofs for facilities. The insurance payout to local districts from a previous lawsuit has since been paid off, so more money can be invested in these critical infrastructure projects. Ms. Persing notes that this must be acknowledged and celebrated. Superintendent Petri agrees as last great success was overshadowed by the emergence of COVID. Dr. Mangutz explains to new board members that there are several more capital projects that are yet to be done, but maintenance director, Jared Socia, has been great with identifying and documenting issues. Superintendent Petri gives a reminder about the facilities committee meeting tomorrow night. He believes this has been a very necessary fund as the final roof to be replaced is set to start work this upcoming spring.

The COOR Insurance fund saw no changes in the current fund balance of \$2,850. Finally, Ms. LaBean covered the ROOC, Inc. accounts that are doing great compared to last year. There has been a net increase in assets of \$105,331, bringing total net assets to \$261,313, with or without donor restrictions.

COOR's current GASB 68 and GASB 75 proportionate liability stands at 0.03%. Upcoming account pronouncements include GASB 87, which is not expected to have a material effect on the ISD's finances. However, GASB 96 will majorly effect ISDs and school districts by providing guidance on accounting and/or IT software. This statement will take effect for the district's 2032 fiscal year. Ms. LaBean's auditing firm is currently conducting preemptive research in order to best assist with this upcoming policy. The policies from pages 16 and 17 of the presentation are also not expected to have a large material impact on the operations of ROOC, Inc. where they would be applied.

Single audit report: The prior year's audit had 5 findings and all were control. This year there were 3 with no control, so some material adjustments but overall less than last year. Carrie Macko, Business Manager, asked really good questions ahead of time and it made a huge difference in performance. As for as compliance during the audit, the company did not experience any difficulties in carrying out the process. Additionally, they were unable to identify and deficiencies or material weaknesses. This is another huge improvement from past years.

Compliance: The auditors did not identify any deficiencies or material weaknesses. Superintendent Petri remarked that accounting has come such a far way since he started with COOR and his first year's audit found 11 mistakes. Carrie Macko has done an outstanding job

addressing issues head on. Mr. Faulkner agrees that Mrs. Macko has and continues to improve accounting. Another example of that is that ROOC, Inc. was in deficit last year but following a lot of adjustments, they are now bouncing back. They are hiring back staff and beginning to replace fleet vehicles for more consumer opportunities. This concluded the audit presentation. Thank you, Heather LaBean and Weinlander-Fitzhugh.

5. Department Updates

- Career & Technical Education Department
- Early Childhood Department
- Instructional Services Department s
- Special Education Department
- R.O.O.C., Inc.
- Public Relations

Superintendents Petri noted that department updates now include Instructional Services and K12 ETA (technology) departments and reports are submitted for the board to read before the meeting. ETA stands for Educational Technology Association.

Mr. Faulkner inquired on whether Agri-Sciences will be added to CTE programming. Natalie Davis, CTE director, answered that yes, they were indeed looking since it falls in line with the state's industrial emphasis on forestry. CTE has been looking into adding computer science or IT programs, but there is little interest among students for these fields at the moment. For the upcoming fall, there will definitely be expanded business/marketing with some emphasis on technology use, a teacher-education program, and possibly a hospitality program added. Further future plans include expanding and supporting current outpost programs around the four counties. Specifically, Casey Swartz has been driving to Mio's CTE classroom for a welding section. There are plans to keep that section as well as add another section at Roscommon Middle School, where CTE is now based. Mr. Gendernalik clarified that these services and opportunities are open to students from all COOR districts, as COOR continues to make CTE more accessible through the recent reinstatement of transportation to the programs.

A fall 2023 plan layout was requested in which the largest section includes development for some sort of manufacturing pathway, an auto shop at the RAPS bus garage, a construction program, as well as a mobile workspace for STEM which is a special recruitment-related project for CTE Programs Director, Dean VanWormer. With the grant money there had to be a focus on high-need and high-demand career pathways. Once there is a long-term arrangement securely made with the middle school, progress can really begin. There is already an architect working on renovation plans for rooms and programs. Expecting a cost of \$1,000,000, and also have additional funds coming in for equipment grants that we will share with districts. This equipment will support West branch and Grayling mostly.

CTE has been surveying kids on program interest and has received over 300 responses from all six districts from students who are not currently enrolled in programs, meaning all responses are from potential participants. Ms. Davis is currently working on creating course descriptions that genuinely connect with and grab the attention of potential students while also accurately describing the program. She will have those to the steering committee by this Friday, the 10th, as well as share a full list of current and planned programs with all board members. Ms. Davis is also working on two further grants for CTE funds. She thanked Carrie Macko for being such a

help in contract bids and purchasing information as they create a plan. Superintendent Petri remarks that even before these grants, we currently have \$3,500,000 funding for infrastructure and creation of our CTE center.

The board thanked Dr. Mangutz and Ms. Persing for working on the CTE steering committee, and their efforts are not missed. The board queries them as to their opinions on progress. Ms. Persing remarks that she is very excited because we have come such a long way and Natalie Davis has been such a strong leader. Dr. Mangutz commented it has been nice, since talks have always been so vague up to now, to hear real numbers associate with projects and ideas. Superintendent Petri notes that CTE enrollment is 122 students this for year, compared to 50 last year. Next year, projections are to have 200 enrolled and everyone is pleased about the programs progress.

6. Public Participation – None.

- The public may submit comments by 5:30 PM by Google form
 - The public may call 989-275-9583 and leave a voicemail by 4:00 PM, OR
 - Individuals may speak for a maximum of 5 minutes.
 - Groups may speak for a maximum of 15 minutes.
- There was no public participation and no previously submitted comments.

7. Consent Agenda

Approve all items on the Consent Agenda. This motion, made by Lyn Sperry and seconded by Ian Faulkner, Carried (6-0).

7.A. Approve minutes of previous meetings on Nov 10, 2021:

- 5:00 Special Meeting
- 6:00 Regular Meeting

7.B. Approval of Bills for November 2021 totaling \$562.138.74

7.C. Approve Revenue & Expenditure Reports for November 2021

8. Action Items

8.A. Resolution to Collect Summer Taxes - to adopt the Resolution prepared by Thrun Law Firm, P.C. to collect 2022 Summer Taxes in the Crawford AuSable School District and in the Mio AuSable School District.

Resolution to Collect Summer Taxes - to adopt the Resolution prepared by Thrun Law Firm, P.C. to collect 2022 Summer Taxes in the Crawford AuSable School District and in the Mio AuSable School District. This motion, made by Ian Faulkner and seconded by Nancy Persing, Carried (6-0).

Superintendent Petri read the resolution's first paragraph and reminded the board that we work closely with districts on this matter. The ISD goes to them and then they act as a representative. The ISD prefers to do winter collection as it allows for better cost control, but we will follow suit with what the district prefers.

8.B. Approve new policies (2201, 4205, 4226, and 4601) from Thrun Law Firm:

Policy 2201 Board Powers

Policy 3119 Experimental or Pilot Programs\

Policy 4205 Hiring and Background Checks

Policy 4226 Temporary COVID-19 Vaccination, Testing, and Face-Covering

Policy 4601 General

4205-AG-1 Criminal Justice Information Security (Non-Criminal Justice Agency)

Administrative Guidelines provided for information only, not for approval.

Approve new policies from Thrun Law Firm. This motion, made by Ian Faulkner and seconded by Nancy Persing, Carried (6-0).

The policy committee, including Dr. Mangutz and Ms. Persing, took time to speak to what they focused on in their meeting on these new policies. They discussed Pilot programs and they decided to leave it blank instead of using Thrun's language. They did not wish to restrict or add limitations to programs that are running great already. If a policy was implemented, programs would be absolutely required to follow those guidelines, which could interfere with progress. Thrun gives generic language for clients to use but also allows them to leave sections blank if they want. There is no requirement to fill it eventually. This makes the most sense for the current situation. The other items discussed more in depth were policies on vaccination mandates. Dr. Mangutz mentions that it was in their power to allow for more than one option so in order to retain staff, the committee chose a policy that allows for vaccination or consistent testing and masks for unvaccinated employees. Just in case a full mandate came through, COOR has surveyed its staff and those records are now in HR under lock and key. Mr. Faulkner asks who can complete COVID tests on-site and those individuals are our school nurse, Teresa Gertiser, principal, Melisa Akers, and there is work to have some ancillary staff trained and approved as well.

8.C. Ratify Contract with S&J Excavating for snow removal and sanding of parking lots for 2021-2022 school year.

Approve a contract with S&J Excavating effective for the 2021-2022 school year This motion, made by Ian Faulkner and seconded by Brie Molaison, Carried (6-0).

This year S&J was especially generous as they did not technically have enough staff but really wanted to keep the working relationship with COOR. They were our one and only bid for plowing services this year. It's a necessary addition when there is a heavy snow and the plow run by maintenance will not cover the work sufficiently.

8.D.

Approve Great Start to Quality Northeast Resource Center agreements for October 1, 2021 to September 30, 2022:

- Early Childhood Investment Corporation - Great Start to Quality Contract
- Early Childhood Support Network Subrecipient Contract
- Northeast Resource Center Budget- Fiscal Year 22
- Northeast Resource Center Work Plan

Approve Resource Center budget, scope of work, and budget for fiscal year 22. This motion, made by Ian Faulkner and seconded by Lyn Sperry, Carried (6-0).

Early Childhood Supervisor Katie Keith mentioned we are working with same contract and the only variances are within workplan. There are some objective and points moved around but nothing that will impact the overall budget. Even with the workplan changes, she foresees the budget being sufficient. Ms. Keith also notes to the new board members that this contract aims to provide direct services for childcare providers on many levels such as professional development or support. Dr. Mangutz also stated that the scope of this section of programming is often overlooked since it covers such a large umbrella of preschools, parent coalitions, and community outreach. The board believe Ms. Keith is doing a fantastic job coordinating everything.

8.E. Approve overnight expenses for the Superintendent to attend the MASA Mid-winter Conference Jan 19-21 in Grand Rapids.

Approve overnight expenses for the MASA Midwinter Conference. This motion, made by Ian Faulkner and seconded by Brie Molaison, Carried (6-0).

8.F. Approve a contract with Jim Huiskens, School Psychologist, through June 30, 2022.

Approve contract with School Psychological Services, PLLC. This motion, made by Nancy Persing and seconded by Brie Molaison, Carried (6-0).

Superintendent Petri stated that we have already approved a contract for Mr. Huiskens to work with COOR but issues arose with ORS, the retirement system. Since Mr. Huiskens retired recently, he is not legally allowed to operate an LLC until after a certain time period has passed. Due to this detail, we have to shift his employment to be a COOR employee until the new fiscal year begins in July. Special Education director, Jill Radosta, adds that we are able to make this special situation work because Mr. Huiskens' position is considered to be in critical shortage. Mr. Huiskens has already begun his work in classrooms with the districts and is loving it. COOR is lucky to have his as well as other school psychologist's expertise and hopes to move a current paraprofessional into a similar position soon.

8.G. Approve the hiring of Paige Patterson, Moderate Cognitive Special Education Teacher, to be part of the CEA agreement at BA step 2 salary with start date of January 3rd, 2022.

Approve the hiring of Paige Patterson. This motion, made by Ian Faulkner and seconded by Lyn Sperry, Carried (6-0).

Superintendent Petri notes that hiring Ms. Patterson would bring the Educational Center back to being fully staffed with certified teachers. We are excited about Ms. Patterson joining staff as she completed an internship with CEC in summer of 2020 and also comes highly recommended from Manistee schools.

8.H. Approval to seek bids on a school bus for purchase in the 2022/23 fiscal year.

Approval to seek bids on a school bus for purchase in the 2022/23 fiscal year. This motion, made by Nancy Persing and seconded by Lyn Sperry, Carried (6-0).

Superintendent Petri says we are indeed still waiting on the last bus that the board approved, but wants to get further approval for the next bus purchase so ordering can begin promptly. With materials, electronics, and shipping all experiencing shortages or delays, getting an order in now would ensure the vehicle is in the possession of transportation on time. Ordering would be now, but the cost will fall into next fiscal year's budget. The majority of the current bus fleet is well-maintained but very high-mileage. For that reason, we are trying to be proactive with available capital funds for replacements. Given our area's road conditions and weather patterns, it creates unease to just now be replacing 2010 model year vehicles. However, given the rising cost of busses, especially those with special needs accommodations, it's hard to find options to purchase, much less used or refurbished vehicles. There was a freeze on purchasing for a while that clearly resulted in detrimental consequences to the fleet.

8.I. Approve Amendment to the Ongoing Contract with CompHealth for Occupational Therapist Brittany Sholts to cover a maternity leave at West Branch Rose City Schools beginning December 20, 2021.

Approve Amendment to CompHealth Contract to cover a maternity leave. This motion, made by Lyn Sperry and seconded by Ian Faulkner, Carried (6-0).

Dr. Mangutz mentioned that this position must be covered. Special Education Director, Ms. Radosta was available for comment. The covering employee, Brittany Sholts, is an occupational therapist from the local area who will be working in-person at districts.

8.J. Approve amendment to the ROOC, Inc budget for July 1, 2021 to June 30, 2022

Approve amended ROOC budget for July 1, 2021 to June 30, 2022. This motion, made by Ian Faulkner and seconded by Brie Molaison, Carried (6-0).

ROOC Inc. continues to push their budget in a positive direction as Director Somer Quinlan and administrative assistant Lynn Pope continue meetings with Business Manager Carrie Macko. Mrs. Macko noted that these amendments are miniscule but larger changes will come to the board next time this budget is presented. For their production account, \$5000 was saved when the expenses and revenue of Spencer's candy was examined. Ms. Quinlan obtained a \$20,000 donation in order to purchase a new van as the current fleet is quite old and they currently do not have a driver to operate their bus. Expenses are down in administrative and operations areas, but went up in activities in order to give better support to paraprofessionals, consumer payroll, and transportation to offset the large donation. Most of these increases are covered by Ms. Quinlan obtaining multiple grants and good work by accounting.

8.K. Approve amendment to the Career & Technical Education budget for July 1, 2021 to June 30, 2022

Approve amendment to the CTE budget for July 1, 2021 to June 30, 2022. This motion, made by Ian Faulkner and seconded by Lyn Sperry, Carried (6-0).

Mrs. Macko gave fair warning that the budget for CTE will look unconventional due to so many recent changes. They received reimbursements from the welding summer camp held at Houghton Lake this past summer. Some state sources of funding have also changed. A portion of the 61G grant in the amount of 2.5 million, will go into deferred

revenue so we can use it as we spend it over the years. Perkins funds remain the same. For transfers, money was spent for Mio's Recreational Engines class and there will be an increased amount coming from the general fund for further coverage on the project. Salary increases occurred as there are now two Medical Occupation instructors to cover all sections, instructor Josh Meyer is teaching two sections of his class, and we created a salary for Auto instructor and programs director, Dean VanWormer. His position also created an increase in admin costs due to his director responsibilities. Operations and maintenance took on the expense of renting Roscommon Middle School. Overall, the fund looks like it's in a deficit but that is because we are currently planning for all expenditures so there is a concrete expectation. Once funds from state and additional grant sources are added, it is expected to be in surplus but we want to front-load expenses and then spend money over time. The budget will be brought back to the board for further approval. The board appreciates their efforts to keep the accounting in the best place possible for our unique situation.

9. Information Items-

- Social Media Report Card
 - Ms. Rothney reviewed the series of Facebook posts for American Education week posted in mid-November. It started with a share challenge then developed into full staff recognition. The community engagement was an increase from the last month.

10. Superintendent's Report

- Vaccination Mandate and Testing
 - Superintendent Petri asked for further questions as the policies were reviewed earlier in the meeting. There were none.
- Truancy Officer
 - The responsibilities of a truancy director for COOR ISD currently fall on Superintendent Petri and he is fine with the arrangement. However, law requires districts to have a Truancy Officer to follow up on student absences.
- 31N
 - Katie Fuelling updates the board that she and behavioralist Kirstin Eagle have been working on developing goals themselves as well as goals for local districts and their classrooms for 31N requirements. They have a positive outlook so far. Superintendent Petri notes that this section of policy is specifically tough to deal with as a clear delineation between what will be addressed by the general ed side without overlapping into Special Education's responsibilities in this area.
- Early Literacy Team
 - The relatively new Early Literacy coaches are also helping with professional development and literacy for the local districts. Four are on-board fully already and they are looking to make it all six districts soon. Katie Fuelling adds they are sharing essential strategies. The team aims to provide these strategies, not curriculums, within local schools.
- IT Department
 - K12 ETA hired a Level 1 tech, Mr. Cameron Kalthoff, solely for the support of COOR ISD. Superintendent Petri noted that he is really jumping into everything and will help with setting up live meetings for the new year. He noted that the

question of live-streaming board meetings once again will come up to the board in the near future. It is a full-time position. COOR hopes to maintain Mr. Kalthoff on staff even if they end their partnership with the k12 ETA consortium. Mr. Gendernalik asks if it is Mr. Kalthoff's first job in IT and Superintendent Petri answers that Mr. Kalthoff has an educational background in Information Technology and personal interest in IT topics, but this is his first official job in the field.

11. Communications

- Superintendent Eval and Organizational/Goals meeting
 - Superintendent Petri is fine with however the board would like to carry out his annual evaluation but asks that it be combined with the annual organizational meeting as well occurring right at the beginning of January, 2022. He also wishes for his review to be open and available instead of a closed meeting. Further, he hopes to have both of those meetings completed before the January 12th board meeting date and will take input from board members about what works best, possibly a working dinner. Ms. Persing suggested January 5th at 6PM, and rest of the board agreed that this time is good for a working dinner to complete the superintendent evaluations well as the organizational meeting.

12. Public Participation- continued (none)

13. Adjournment

Adjourn the meeting at 7:50. This motion, made by Lyn Sperry and seconded by Jim Gendernalik, Carried (6-0).

Respectfully submitted,



Elena Rothney,
Recording Secretary

- B. Approval of Bills for December 2021 totaling \$911,677.58
- C. Approve Revenue & Expenditure Reports for December 2021
- D. Approve an increase in mileage rate to \$0.585 cents per mile to match the IRS rate as of Jan 1, 2022
- E. Call Regular Meetings - Meeting dates to be posted for 2022:
 February 9, 2022
 March 9, 2022
 April 13, 2022 at Houghton Lake Schools
 May 11, 2022 - potential remote location
 June 8, 2022
 June 22, 2022 special meeting- budgets
 July 13, 2022
 Aug 10, 2022 - potential remote location
 Sept 14, 2022- potential remote location
 Oct 12, 2022 - potential remote location
 Nov 9, 2022
 Dec 14, 2022
 Jan 11, 2023
- F. Appoint Designee for Posting of Public Notices
 To appoint the Superintendent's Secretary as designee responsible for implementing the public notice requirements of the Open Meetings Act.
- G. Designate Recording Secretary
 Appoint Rebecca Socia as Recording Secretary for the COOR Board of Education to be reimbursed for mileage at the current Board-approved rate, and per diem of \$65.00 per meeting for the period of January 12, 2022 through January 11, 2023.
- H. Authorize Natalie Davis as signatory for the following agreements:
 - Carl D. Perkins Application with the Michigan Department of Education-Office of Career & Technical Education (MDE-OCTE)
 - All Fiscal Reports with OCTE in the Career and Technical Education Information System (CTEIS)
- I. Designate Bank Depositories To designate *J.P. MORGAN CHASE* as the depository for the C.O.O.R. Intermediate School District for the following accounts; authorizing the administration to select the institution that is in the best interest of the school district; authorizing the Superintendent or his Designee(s) to make transfers between business checking account(s) and/or high yield savings account(s); authorizing transfers to be made by telephone, fax and/or other electronic means:
- J. Business Checking Accounts

K.

- General Fund
- COOR Payroll
- ROOC Payroll

L. High Yield Savings Accounts

- General Fund
- ROOC Investment

M. Signing of Checks

That COOR and R.O.O.C., Inc. payroll business checking accounts require only one signature; Shawn Petri, Board President, or Treasurer are hereby authorized to sign all checks. The General Fund business checking account requires only one signature.

N. Extend Retainer Agreement

To extend the retainer agreement at a cost of \$2,500 and authorize the use of Thrun Law Firm, P.C. There is an increase of \$100 from 2021.

O. Approve Attendance at Conferences

P. That approval shall be given for any member of the Board of Education to attend the Governor's Education Summit, NSBA's Advocacy Institute, Northern Michigan School Legislative Association, as well as any conferences, trainings or meetings offered by the Michigan Association of School Boards, held in Michigan, for 2022. Approval includes associated expenses for travel, lodging, food and conference fees. Specific dollar amounts for costs of registration, lodging, travel, and meals must be also subsequently be approved by the board's designee, the Superintendent.

Q. Verify Current Newspapers of Record for C.O.O.R. ISD shall be:

- Crawford County Avalanche
- Oscoda County Herald
- Ogemaw County Herald
- Houghton Lake Resorter

R. Approve Professional Dues / Memberships

To approve payment of dues to the attached list of professional organizations for the 2021 calendar year.

S. Approve closing the C.O.O.R. ISD central office to the public, allowing staff to attend the following four events: All-staff Professional development Day August 23, COOR

Educational Center Graduation, Career Tech commencement, and the CEC holiday party in December.

T. Approve request from the Higgins Lake- Roscommon Chamber of Commerce to use the COOR Sledding Hill/Area for the WinterFest 2022 Cardboard Classic. This event would be held on Saturday, February 19, 2022 at 10:00 a.m. As in the past, the Chamber provides event insurance to covers this family-oriented community event.

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709 Lake Street
P.O. Box 486
Roscommon, MI 48653
Phone: (989) 275-8760
Fax: (989) 275-2029
www.hlrcc.com
E-mail: info@hlrcc.com

January 6, 2022

COOR Intermediate School District
PO Box 827
Roscommon, MI 48653-0827

The Higgins Lake-Roscommon Chamber of Commerce requests permission to use the COOR Sledding Hill/Area for the WinterFest 2022 Cardboard Classic to be held on Saturday, February 19, 2022 at 10:00 a.m. As in the past, our event insurance covers this family-oriented Chamber event.

Dan Decker and Andrea Weiss are the co-chairpersons of the Cardboard Classic which has become a favorite activity at WinterFest each year.

We thank the COOR Intermediate School District for its continuing support for community events like the Cardboard Classic of WinterFest 2022.

Sincerely,

Tracy
Tracy Pardue Smith
Executive Director
HLRCC
(989)275-8760

8. Action Items

A. Establish Board Per Diem for 2022

That a per diem allowance of \$30.00 shall be granted to board members for attendance at board meetings, committee meetings, and those activities identified by board policy, or authorized duty, if the duty is authorized in advance by resolution of the board. The board president or designee will be allowed compensation equal to one regular meeting for meeting once per month with the superintendent to prepare an agenda for the regular meeting. (see Policy 2306)

B. Approve hourly rate increase of \$2.35 per hour ("Provider Pay Increase") for direct care workers at ROOC, effective Jan 13, 2022 to September 30, 2022 based on the DHHS "premium pay authorization." The increase will be calculated down to the quarter-hour.

C. Approve increase to sub paraprofessional wages from the current \$9.90 to \$10.12 per hour effective January 1, 2022. The minimum wage increased to \$9.87. In the past, COOR maintained sub parapro wages at 25 cents more than minimum wage.

D. Approve registration and expenses for the Superintendent or any interested Board Members to participate in the 2022 MASB Winter Institute taking place virtually from Friday, Feb 25th to Sunday, Feb 27th. These are Live Online Webinars.

The cost is \$90 for each session, except CBA 101 and Board President Workshops, which are \$180 each.

Fri 8:30- 11:30, 12:30- 3:30

Sat 8:30- 11:30, 12:30- 3:30, 6:00- 9:00

Sun 8:30- 11:30, 12:30- 3:30

E. Ratify a contract with Fun First Therapy/ Michelle Lynn Therapy, PLC for a Speech Pathologist to provide services to students at Crawford-AuSable Schools for up to 20 hours per week from December 10, 2022 to June 30, 2023.

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SPEECH LANGUAGE PATHOLOGIST PROVIDER SCHOOL SERVICE AGREEMENT

THIS AGREEMENT is made this 10th day of December, 2021, by and between Michelle Lynn Therapy, PLC, a Michigan Professional Limited Liability Company (the “Provider”), and COOR Intermediate School District, of 11051 N Cut Rd, Roscommon, MI 48653 (the “School”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties herein agree as follows:

1. **TERM.** The Term of this agreement shall commence on December 10, 2021, and end on June 30, 2023, unless renewed.

2. **PURPOSE.** The Provider shall supply speech language pathologist(s) (the “Therapist” or “Therapists”) to the School. The Provider shall supply one or more Therapists to cover up to 20 hours per week based upon the School academic calendar. The Provider shall have discretion as to how many Therapists to provide to fulfill the obligations set forth in this Section. The Therapist shall perform his/her duties and responsibilities as a speech therapist for the School, in accordance with the terms of this agreement.

3. **HIRING/FIRING.** The Provider shall have full discretion as to decisions regarding hiring and firing of Therapists. The School may request that the Provider replace a Therapist, with or without cause, with forty-five (45) days’ advance notice. The School shall give the Provider a minimum of forty-five (45) days to find and provide a replacement Therapist(s).

4. **ESSENTIAL FUNCTIONS OF THERAPIST.** All Therapists shall provide the following services to the School:

- a. Participate as a member and team coordinator when necessary for MET (Multidisciplinary Evaluation Team) and/or IEPT (Individualized Education Program Team) when designated by administrator/Designee.
- b. Develop activities and provide direct instruction that aligns with goals and objectives as stated in the student’s IEP (Individualized Education Program).
- c. Monitor the progress of each student on caseload and follow progress reporting requirements as written in each student’s IEP.
- d. Update student documents as deemed necessary and as required by the law.
- e. Maintain an updated calendar or schedule with building principal and team members.
- f. Communicate with all parents, staff, administrators and outside agencies involved with each student on caseload.

- g. Provide professional consultation and collaborate with classroom teachers to ensure the best possible outcomes for student success in the classroom setting as deemed necessary based on the IEPT's judgment.
- h. Participate in school improvement activities such as student success teams, positive behavior support committees, etc. when designated by administrator.
- i. Follow school building rules and procedures as outlined in the school handbook.
- j. Follow all health and safety standards and practices established by school building.

5. EXPERTISE/QUALIFICATIONS. The Provider agrees that all Therapists shall possess the following qualifications:

- a. Currently certified, or eligible by the date of hire for certification, by the State of Michigan, Department of Education, Office of Professional Preparation & Certification.
- b. Services as a teacher of students with speech and language impairment; OR possessing a Master's degree and the Certificate of Clinical Competence (CCC) or an Applicant in Speech during his or her Clinical Fellowship Year (CFY) from the American Speech-Language-Hearing Association (ASHA).
- c. The Provider will be responsible for the CFY supervision of all Therapists working during the CFY period.

6. REPORTING. The Provider and the Therapists shall report to the District Designee and/or Director of Special Education.

7. EQUIPMENT. The School shall provide access to the following equipment: Assistive technology devices, Computer, Webcam, Printer, Copier, and Fax Machine.

8. SPACE. The School shall provide a space separate from the general classroom environment for tele-therapy service model.

9. SUPPORT STAFF. The School shall provide the following support staff during tele-therapy sessions: paraprofessional

10. MATERIALS. Evaluation materials will be approved by the School and the Provider. Evaluation tools will be supplied by the School unless determined otherwise with the approval of the School and Provider.

11. COMPENSATION.

- a. For performance of the agreed-upon services by a Therapist, the School shall pay the Provider \$72.50 per hour (up to 20 hours per week based upon the School academic calendar) and comply with the schedule developed by the School and Therapist. The amount paid to the Provider will be based on the hourly rate and determined based on timesheets with daily professional

activity logs submitted to the Director of Special Education by the Provider monthly.

- b. Additional hours will require approval by the Special Education Director of COOR ISD. The School shall pay all costs of attending conferences or professional developments that are considered part of the Speech Language Pathologist, part-time position and led, organized and/or approved by the School. Costs for professional developments and conferences attended may be considered additional hours if necessary to allow for weekly caseload maintenance.
- c. No health insurance or retirement will be paid.
- d. Unforeseen Circumstances (i.e. school shutdowns due to sickness, inclement weather, etc.) that do not result in rescheduled services or school days will be paid in full. Therapists will schedule indirect service work (i.e. billing, planning, parent contacts, etc.) if and when these circumstances arise.
- e. Mileage will be paid at the rate approved by the Internal Revenue Service for the Therapist's mileage incurred while traveling from the closest starting location of either the Therapist's home or the Provider's office location of 1691 E US-23 East Tawas, MI 48730 to the School and return to the starting location. A Mileage Report will be submitted monthly.

12. **DISTRICT RULES-REGULATIONS.** The Provider and the Therapists shall comply with all established rules and regulations governing personnel with the District of Roscommon County. In the event of any alleged breach thereof committed by the Provider or the Therapists, the School shall promptly notify the Provider in writing of such violation(s) including the factual basis thereof.

13. **COMPLIANCE WITH LAWS.** In furnishing services hereunder, the Provider and the Therapists shall observe and abide by all applicable laws and the rules and regulations of any lawful regulatory body acting thereunder. The School is responsible for any criminal records and any unprofessional conduct checks as may be required by law.

14. **NOTICES.** All notices to be given by either party under the Agreement shall be in writing and delivered personally or by certified mail to the parties at the addresses set out at the beginning of the Agreement. Any mailed notices shall be effective immediately upon mailing.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. This Agreement may be amended or revoked only in a writing executed by both parties.

16. **TERMINATION.** Either party may terminate this agreement, with or without cause, with written notification forty-five (45) days prior to termination.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date written in the first paragraph of this agreement.

THE PROVIDER
Michelle Lynn Therapy, PLLC

Date: _____

By: Michelle St. Aubin
As: Member

THE SCHOOL
COOR Intermediate School District
11051 N Cut Rd
Roscommon, MI 48653

Date: Dec 15, 2021

By: Jill Kadosta
As: Director of Special Education

F. Approve overnight expenses for Superintendent Petri to attend the Michigan Negotiator's Association 2022 Spring Conference in Lansing on March 17-18, 2022.

G. Approve e-rate internet services contract extension with Merit for NMEC (Northern Michigan Electronics Consortium)

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This is Schedule Number S-0000211530 to the Frontier Services Agreement dated 02/09/2017 ("FSA") by and between NMEC/Fairview Area Schools ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 1879 East Miller Rd., Fairview, Michigan, 48621
 Schedule Type/Purpose: Renew existing Services (this Schedule supersedes)

Schedule Date: 04/25/2019
 Service Term: 36

Service Summary	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$ 0.00	\$ 800.00
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
Total:	\$ 0.00	\$ 800.00

Table 1: Ethernet Access Circuit					
Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	1879 East Miller Rd, Fairview, MI, 48621, 989 848	Access CIR (Mbps)	100 Mbps	\$ 0.00	\$ 800.00
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
Subtotal:				\$ 0.00	\$ 800.00

Table 2: IP Addresses		
Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): select	/30 - \$0 NRC, \$0 MRC	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Subtotal:	\$ 0.00	\$ 0.00

1. Service Description.

a. **Ethernet Internet Access** is a data transport configuration comprised of a physical User Network Interface (UNI). EIA can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Frontier provides EIA on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. This is also commonly referred to as a Silver Ethernet Virtual Connection (EVC) to the Internet through the use of Virtual Local Area Networks (VLANs), for traffic separation, privacy, security and fault management. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Service Router** Frontier will configure the Service Router based on a basic implementation configuration, consisting of an IT assignment and Host Name allocation. Frontier will work to isolate and determine the source and severity of the problems, upon request. If a problem is identified within the Service Router, Frontier and Customer will cooperate to restore the Service Router to operational condition through the use of SmartNet. Frontier has no responsibility with respect to: (i) electrical work external to the Service Router, including but not limited to power or back-up power to or from the Service Router; (ii) Service Router failures caused by factors not related to the Service Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Service Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Service Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Service Router which fails to conform to manufacturer or Frontier specifications.

2. **Customer Service Router Choice.** Customer is acquiring the Frontier provided Service Router per the terms and conditions as set forth in Exhibit 2, attached hereto and incorporated herein. If, however, Customer has chosen to acquire a service router on their own, then the words "Customer DOES NOT request

Frontier Service Router" appear at the end of this Section 2 and the service router will not be provided by Frontier.
Customer DOES NOT WANT Frontier Service Router

3. **Special Construction: All Services are subject to availability and Frontier Network limitations.** The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.
4. **Obligations of Customer.** Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.
5. **Internet Acceptable Use Policy and Security.** Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.
6. **Service Level Agreement.** The Ethernet Internet Access Service Level Agreement for Ethernet Internet Access is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

John L. Smith

John L. Smith

RSM

2/13/2019

NMEC/Fairview Area Schools

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Shawn Petri

Shawn Petri

COOR ISD Superintendent

2-13-19

EXHIBIT 1

Service Level Agreement

This Ethernet Internet Access Service Level A Agreement (“SLA”) applies to an Ethernet Internet Access (EIA) Schedule, executed by and between NMEC/Fairview Area Schools (“Customer”) and Frontier Communications of America, Inc. (“Frontier”). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (“POP”) or EIA Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s On-Net Service Availability commitment and applicable Service credit are outlined in Table 1A, subject to Sections 3 and 4 below.

Table 1A: Ethernet Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.0% Service Credit 50% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the EIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in Table 1B, subject to Sections 3 and 4 below.

Table 1B: Ethernet Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When EIA Service is suffering from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected EIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.

3. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable EIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer’s FSA . In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. “Planned Service Interruption” means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days’ notice prior to any such activity if it will impact the Services provided to Customer. “Emergency Maintenance” means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted EIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
 - D. This SLA guarantees service performance of Frontier's Ethernet Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual EIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an EIA Service reaches Chronic Outage status, then Customer may terminate the affected EIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the EIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

Exhibit 2
Service Router

Service Location	Service Address	Service Router	Qty	NRC	MRC
A	street, city, state, zip	Router: select		\$	\$
B	street, city, state, zip	Router: select		\$	\$
C	street, city, state, zip	Router: select		\$	\$
D	street, city, state, zip	Router: select		\$	\$
E	street, city, state, zip	Router: select		\$	\$

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Service Description.** Service Router consists of the following:
 - A. **Configuration.** Frontier will configure the Service Router based upon a minimum of basic operational necessities such as LAN/WAN interface and or IP assignment, host naming convention, as well as an introductory password.
 - B. **Router Repair/Replacement.** Frontier will provide customer the ability to return and or replace a Router that is no longer operating in the manner it was originally received through the following inclusive Cisco SmartNet Total Care package. In the event assistance is required in identifying a malfunctioning router, as well as facilitate the replacement of the same, the Cisco SmartNet Total Care package provides access to online trouble shooting tools as well as direct access to a Cisco certified technical expert. This support is available 365/24/7 and provides an additional layer of support and remedy with this device.
2. **Exclusions.** Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.
3. **Equipment or Software Not Provided by Frontier.**
 - A. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.
 - B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.
4. Customer agrees that the Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.



Merit Network Service Agreement Schedule
 Merit Internet Service Agreement Number: 20181130-DED-7839-AMM-1

Merit Network, Inc.
 1000 Oakbrook Drive, Suite 200
 Ann Arbor, MI 48104
 t.734-527-5700 f.734-527-4125
 www.merit.edu

**Renewal Internet Access Quote
 One Year Agreement**

November 30, 2018

Prepared For:
 Larry Garter
 Northern Michign Electronics Consortium
 11051 N. Cut Rd., P. O. Box 827
 Roscommon, MI 48653

Prepared By:
 John Winfrey
 734-649-8968
 johnwin@merit.edu

Merit Internet Service - Assumes One Year Agreement

Annual Aggregate Contracted Bandwidth	<input type="checkbox"/> 1.0 Gbps	<input type="checkbox"/> 1.5 Gbps	<input type="checkbox"/> 2.0 Gbps	One-Time Cost for Upgraded Bandwidths <u>\$250</u>
Annual Recurring Cost	\$46,080	\$45,900	\$61,200	
<i>Monthly Recurring</i>	<i>\$3,840</i>	<i>\$3,825</i>	<i>\$5,100</i>	

Other Annual Recurring Service Fees - All Locations

	CURRENT SERVICE				
	Selection	Additional Attachment	Annual Access	Consortium Dedicated Internet Service	Point to Point Connection
Main Location	<input type="checkbox"/>		\$300		
Alpena-Montmorency-Alcona ESD	<input type="checkbox"/>	\$1,200	\$1,950		
Pied Piper Opportunity Center	<input type="checkbox"/>		\$750	\$600	\$1,200
Alpena Public Schools	<input type="checkbox"/>			\$600	
Alcona Community Schools	<input type="checkbox"/>	\$1,200	\$1,950		
Atlanta Community School District	<input type="checkbox"/>	\$1,200	\$2,700		
Hillman Community Schools	<input type="checkbox"/>	\$1,200	\$1,950		
Hillman Elementary	<input type="checkbox"/>	\$1,200	\$1,575		
COOR ISD	<input type="checkbox"/>	\$1,200	\$1,950		
Roscommon Area Public Schools	<input type="checkbox"/>	\$1,200			
Crawford Ausable School District	<input type="checkbox"/>	\$1,200	\$1,950		
Mio-AuSable Schools	<input type="checkbox"/>	\$1,200	\$1,950		
Houghton Lake Community Schools	<input type="checkbox"/>	\$1,200	\$1,950		
Houghton Lake Administrative	<input type="checkbox"/>	\$1,200	\$1,950		
West Branch Rose City Area Schools	<input type="checkbox"/>	\$1,200	\$1,950		

Preferred Billing Period (e.g. 7/1 - 6/30): _____

Invoice Frequency: Annual Bi-Annual Quarterly Monthly

Note: Invoice frequencies other than annual incur a \$25 billing fee per invoice

This agreement includes the option for two 1-year extensions.

Consortium/WAN Pricing - Under Merit Network, Inc.'s Consortium/WAN Pricing Model, one or more related organizations may aggregate traffic from multiple physical locations using multiple circuits for consolidated pricing. However, the entities must have an existing legal or purchasing relationship and management structure and one member of the consortium is designated the lead organization. Only the lead organization is permitted to contact Merit regarding service issues and support. For an additional "Full Support" fee, individual consortium members may have direct contact with Merit. The lead member must accept billing responsibility for the full contracted amount and will be responsible for the total amount due and for determining any chargebacks to the individual Consortium/WAN members. Traffic for all Consortia/WAN members are aggregated each month and billed according to the following rules:

Bandwidth is measured by the "average peak" bandwidth usage, defined as the maximum bandwidth used in successive traffic samples taken over 30 minutes on two consecutive days in a month. Affiliate pays for the minimum bandwidth specified by the Contracted Bandwidth Fee, plus any additional charge for actual peak bandwidth used each month. The additional charge is calculated as the difference between the specified bandwidth fee and the fee for the peak bandwidth used that month. If Affiliate uses more than the base amount in three consecutive months, the highest amount used in each of those months would become the new base. The Affiliate can also request that the base lowered.

Accepted: _____ (Signature)

_____ (Date)

_____ (Print)

Fax to: 734-527-4125



Merit Network Service Agreement Schedule

Merit Internet Service Agreement Number: 20181130-DED-7839-AMM-1

Merit Network, Inc.
 1000 Oakbrook Drive, Suite 200
 Ann Arbor, MI 48104
 t.734-527-5700 f.734-527-4125
 www.merit.edu

**Renewal Internet Access Quote
 Three Year Agreement**

November 30, 2018

Prepared For:
 Larry Garter
 Northern Michigan Electronics Consortium
 11051 N. Cut Rd., P. O. Box 827
 Roscommon, MI 48653

Prepared By:
 John Winfrey
 734-649-8968
 johnwin@merit.edu

Merit Internet Service - Assumes Three Year Agreement

Annual Aggregate Contracted Bandwidth	<input checked="" type="checkbox"/> 1.0 Gbps	<input type="checkbox"/> 1.5 Gbps	<input type="checkbox"/> 2.0 Gbps
Annual Recurring Cost	\$41,040	\$41,580	\$55,440
Monthly Recurring	\$3,420	\$3,465	\$4,620

One-Time Cost for Upgraded Bandwidths \$250

Other Annual Recurring Service Fees - All Locations

	CURRENT SERVICE				Point to Point Connection
	Selection	Additional Attachment	Annual Access	Consortium Dedicated Internet Service	
Main Location	<input checked="" type="checkbox"/>		\$300		
Alpena-Montmorency-Alcona ESD	<input checked="" type="checkbox"/>	\$1,200	\$1,950		
Pied Piper Opportunity Center	<input checked="" type="checkbox"/>		\$750	\$600	\$1,200
Alpena Public Schools	<input checked="" type="checkbox"/>			\$600	
Alcona Community Schools	<input checked="" type="checkbox"/>	\$1,200	\$1,950		
Atlanta Community School District	<input checked="" type="checkbox"/>	\$1,200	\$2,700		
Hillman Community Schools	<input checked="" type="checkbox"/>	\$1,200	\$1,950		
Hillman Elementary	<input checked="" type="checkbox"/>	\$1,200	\$1,575		
COOR ISD	<input type="checkbox"/>	\$1,200	\$1,950		
Roscommon Area Public Schools	<input type="checkbox"/>	\$1,200			
Crawford Ausable School District	<input checked="" type="checkbox"/>	\$1,200	\$1,950		
Mio-AuSable Schools	<input checked="" type="checkbox"/>	\$1,200	\$1,950		
Houghton Lake Community Schools	<input checked="" type="checkbox"/>	\$1,200	\$1,950		
Houghton Lake Administrative	<input checked="" type="checkbox"/>	\$1,200	\$1,950		
West Branch Rose City Area Schools	<input checked="" type="checkbox"/>	\$1,200	\$1,950		

Preferred Billing Period (e.g. 7/1 - 6/30): 7/1 - 6/30

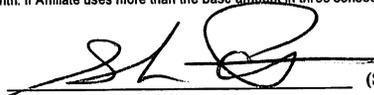
Invoice Frequency: Annual Bi-Annual Quarterly Monthly

Note: Invoice frequencies other than annual incur a \$25 billing fee per invoice

This agreement includes the option for two 1-year extensions.

Consortium/WAN Pricing - Under Merit Network, Inc.'s Consortium/WAN Pricing Model, one or more related organizations may aggregate traffic from multiple physical locations using multiple circuits for consolidated pricing. However, the entities must have an existing legal or purchasing relationship and management structure and one member of the consortium is designated the lead organization. Only the lead organization is permitted to contact Merit regarding service issues and support. For an additional "Full Support" fee, individual consortium members may have direct contact with Merit. The lead member must accept billing responsibility for the full contracted amount and will be responsible for the total amount due and for determining any chargebacks to the individual Consortium/WAN members. Traffic for all Consortia/WAN members are aggregated each month and billed according to the following rules:

Bandwidth is measured by the "average peak" bandwidth usage, defined as the maximum bandwidth used in successive traffic samples taken over 30 minutes on two consecutive days in a month. Affiliate pays for the minimum bandwidth specified by the Contracted Bandwidth Fee, plus any additional charge for actual peak bandwidth used each month. The additional charge is calculated as the difference between the specified bandwidth fee and the fee for the peak bandwidth used that month. If Affiliate uses more than the base amount in three consecutive months, the highest amount used in each of those months would become the new base. The Affiliate can also request that the base be lowered.

Accepted:  (Signature)
Shawn Petri (Print)

2-15-19 (Date)

Fax to: 734-527-4125

Attachment B to Merit Internet Service Agreement Number: 20181130-DED-7839-AMM-1

Merit Internet Access Service Features:

- Managed End-to-End Basic Conduit Internet Access
- Settlement-free peering and caching access included
- Internet2 access included
- Use of 256 total IPv4 addresses included
- Hosted, authoritative DNS service for up to 3 zones included
- Recursive DNS included
- 24x7x365 MSC support included



Merit Network, Inc.
1000 Oakbrook, Suite 200
Ann Arbor, MI 48104-6794
t.734-527-5700 f.734-527-4125
www.merit.edu

This SERVICES AGREEMENT Number: 20181130-DED-7839-AMM-1, dated as of July 1, 2019 (collectively with each Service Order Form, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and Northern Michigan Electronics Consortium ("Member").

1. Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, operating a statewide computer network providing links to external networks.

2. Services Provided

(a) *General.* Merit will provide to Member the Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time-to-time by Merit and Member setting forth additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) *Network Access.* Merit will provide to Member Internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) *Installation.* Merit will provide, at Member's expense, the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used, and related materials, parts and labor. Member shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Member shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Member shall also be responsible for the cost of any software upgrades to Member owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Member's choice of connection, Member shall provide a voice grade phone line that will be connected to diagnostic equipment supplied by Merit, attached to the router for diagnostic purposes. Member may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Member. Member will then be responsible for installation of equipment at their location.

(d) *Service and Support.* Payment of the annual Member fee shall entitle Member to participate in the service and support offered by Merit from time-to-time to other Merit Members. This service and support will include software and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. Those upgrades will be provided at Member's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Member's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Member's expense.

(e) *Maintenance.* Merit is responsible for the operation and maintenance of its backbone and server facilities. Member is responsible for the operation and maintenance of its local area networks, computers and other equipment. Member is also responsible for the cost of the maintenance on the Merit-supplied circuit at Member's site, but agrees that all maintenance for circuits and Merit-owned equipment will be performed by Merit. Member is responsible for providing and maintaining an acceptable environment for all Merit-owned equipment located at the Member premises. Should Merit owned-equipment be damaged as a result of the Member's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Member is responsible for paying (i) the cost of all repair services and travel expenses provided at Member's site at Merit's then-applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 7:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

3. Payment

Member shall pay for (i) Services set forth on the attached Schedule(s) to this Agreement and any subsequent schedules that reference this Services Agreement Number (ii) any additional Services as provided in the applicable Service Agreement; and (iii) applicable maintenance services at the then-

applicable rates. Without limiting the foregoing, Member shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunications provider), related administrative fees charged by Merit, and all sales and use taxes, as well as duties or levies arising in connection with the Services. All non-recurring and recurring fees are billed in advance on an annual basis beginning on the first date of service, except Member may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. Any additional service fees will be billed as the service or charge is incurred. Some qualifying Members may be granted extended payment terms for one-time set-up and installation charges with addition of an appropriate administrative fee. Payment is due within (30) days from the date appearing on the invoice. Member will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

4. Term and Termination

(a) *Term.* The term of this Agreement begins on the date of start of Services provided by Merit, and extends for the term as defined in attached quote.

(b) *Renewals.* Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.

(c) *Early Termination.* If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, plus (iii) any additional early termination penalties or charges assessed by the telecommunications carrier, plus (iv) the balance of any remaining fiber access fees or amortized install charges, plus (v) all costs associated with disconnecting Member's service and removing any equipment from Member's site (charged at the then-applicable rates for maintenance), plus (vi) any outstanding amounts previously incurred for maintenance, plus (vii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and plus (viii) if Member previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination charges do not apply to Merit service moves or upgrades.

(d) *Termination.* Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Member agrees that all IP addresses assigned from Merit's CIDR block shall be promptly returned. In addition, Member shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.

(e) *Price Adjustments.* If Merit initiates reduced Service Fees to its Non-Profit Members during the Agreement period, Member may renew this Agreement at the new rates for a term of equal or greater length than the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period.

5. Limited Warranty

Merit will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF MEMBER. MERIT

This SERVICES AGREEMENT Number: 20181130-DED-7839-AMM-1, dated as of July 1, 2019 (collectively with each Service Order Form, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and Northern Michigan Electronics Consortium ("Member").

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2. Services Provided

(a) *General.* Merit will provide to Member the Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time-to-time by Merit and Member setting forth additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) *Network Access.* Merit will provide to Member Internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) *Installation.* Merit will provide, at Member's expense, the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used, and related materials, parts and labor. Member shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Member shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Member shall also be responsible for the cost of any software upgrades to Member owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Member's choice of connection, Member shall provide a voice grade phone line that will be connected to diagnostic equipment supplied by Merit, attached to the router for diagnostic purposes. Member may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Member. Member will then be responsible for installation of equipment at their location.

(d) *Service and Support.* Payment of the annual Member fee shall entitle Member to participate in the service and support offered by Merit from time-to-time to other Merit Members. This service and support will include software and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. Those upgrades will be provided at Member's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Member's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Member's expense.

(e) *Maintenance.* Merit is responsible for the operation and maintenance of its backbone and server facilities. Member is responsible for the operation and maintenance of its local area networks, computers and other equipment. Member is also responsible for the cost of the maintenance on the Merit-supplied circuit at Member's site, but agrees that all maintenance for circuits and Merit-owned equipment will be performed by Merit. Member is responsible for providing and maintaining an acceptable environment for all Merit-owned equipment located at the Member premises. Should Merit owned-equipment be damaged as a result of the Member's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Member is responsible for paying (i) the cost of all repair services and travel expenses provided at Member's site at Merit's then-applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 7:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

3. Payment

Member shall pay for (i) Services set forth on the attached Schedule(s) to this Agreement and any subsequent schedules that reference this Services Agreement Number (ii) any additional Services as provided in the applicable Service Agreement; and (iii) applicable maintenance services at the then-

applicable rates. Without limiting the foregoing, Member shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunications provider), related administrative fees charged by Merit, and all sales and use taxes, as well as duties or levies arising in connection with the Services. All non-recurring and recurring fees are billed in advance on an annual basis beginning on the first date of service, except Member may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. Any additional service fees will be billed as the service or charge is incurred. Some qualifying Members may be granted extended payment terms for one-time set-up and installation charges with addition of an appropriate administrative fee. Payment is due within (30) days from the date appearing on the invoice. Member will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

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(a) *Term.* The term of this Agreement begins on the date of start of Services provided by Merit, and extends for the term as defined in attached quote.

(b) *Renewals.* Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.

(c) *Early Termination.* If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, plus (iii) any additional early termination penalties or charges assessed by the telecommunications carrier, plus (iv) the balance of any remaining fiber access fees or amortized install charges, plus (v) all costs associated with disconnecting Member's service and removing any equipment from Member's site (charged at the then-applicable rates for maintenance), plus (vi) any outstanding amounts previously incurred for maintenance, plus (vii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and plus (viii) if Member previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination charges do not apply to Merit service moves or upgrades.

(d) *Termination.* Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Member agrees that all IP addresses assigned from Merit's CIDR block shall be promptly returned. In addition, Member shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.

(e) *Price Adjustments.* If Merit initiates reduced Service Fees to its Non-Profit Members during the Agreement period, Member may renew this Agreement at the new rates for a term of equal or greater length than the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period.

5. Limited Warranty

Merit will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF MEMBER. MERIT

Attachment B to Merit Internet Service Agreement Number: 20181130-DED-7839-AMM-1

Merit Internet Access Service Features:

- Managed End-to-End Basic Conduit Internet Access
- Settlement-free peering and caching access included
- Internet2 access included
- Use of 256 total IPv4 addresses included
- Hosted, authoritative DNS service for up to 3 zones included
- Recursive DNS included
- 24x7x365 MSC support included

SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

6. Rights and obligations of Member

(a) *Member is Responsible to Its Authorized Users.* Member is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

(b) *Acceptable Use Restrictions.* Merit's Acceptable Use Policy ("AUP") applies to the use of all Services provided by Merit, including any unsupervised anonymous network access offered by Member. By accepting Services from Merit, Member agrees to comply with the AUP located at <https://www.merit.edu/aup.pdf>, and any changes made from time to time thereto. Member also agrees to be responsible for the compliance by its users with the AUP.

7. Rights and Obligations of Merit

Merit shall be responsible only for the operation and maintenance of the Services. Member shall be responsible for maintaining and managing its own network that interfaces with the Services. Merit shall not be responsible for cabling that connects Member-owned equipment to Merit equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by Merit to Member or separately purchased by Member will not be deemed a breach of Merit's obligations under this Agreement.

8. Indemnification

Member and Merit (collectively the "Indemnifying Parties" and individually the "Indemnifying Party") will indemnify, save harmless and defend each other and all of Merit's Members and other Members, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any actual or alleged (i) breach of this Agreement by the Indemnifying Party; or (ii) negligent or tortious act or omission to act of the Indemnifying Party. The Member will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims assert that the data content delivered by the Member via the Services constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

9. Limitation of Liability

Except for the Limited Warranty in Section 5 above, the equipment and Services provided by Merit are provided on an "as is" and "as available"

basis. Merit does not warrant that the Services will be uninterrupted or free of harmful components. Merit makes no express warranties and waives all implied warranties. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Member's use of the Services or the Internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Member assumes full responsibility and risk for the use of the Services and the Internet, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information. If Member is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Service(s), Member's sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). Merit's cumulative liability to Member or any third party for any and all claims relating to the use of the equipment and Services provided by Merit shall in no event exceed the amount of the annual Member fees paid by Member to Merit during the twelve (12) month period ending on the date of the event giving rise to the claim. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

10. Data Content

Merit is not liable for the content of any data transferred either to or from Member via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Member as a direct or indirect consequence of the Services provided by Merit.

11. Miscellaneous

(a) *Governing Law; Jurisdiction.* The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Michigan.

(b) *Entire Agreement.* This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

(c) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Member may not assign this Agreement without the prior written consent of Merit.

(d) *Headings; Severability.* Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(e) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

____ Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

Northern Michigan Electronics Consortium

Signed by: 

Printed Name: Shawn Petri

Title: Superintendent, COOR ISD

Date Signed: 2-13-19

Merit Network, Inc.

Signed By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Attachment I
Merit Acceptable Use Policy
Effective November 1, 2018

This Merit Acceptable Use Policy Number: 20181130-DED-7839-AMM-1, is an Attachment to Services Agreement No. 20181130-DED-7839-AMM-1.

Overview

This Policy is a guide to the acceptable use of Merit network facilities and services (Services). Any User organization or individual connected to Merit's network in order to use it directly, or to connect to any other network(s), or using Merit's Services must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used.

Each User is responsible for the activity of its Sub-Users and for ensuring that its Sub-Users are familiar with this policy or an equivalent policy. In addition, each Member is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this policy govern all use of the Services, including any unsupervised anonymous network access offered by Member.

The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

1. Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
2. Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
3. Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
4. Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
5. The Services may not be used in ways that violate applicable laws or regulations.
6. The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks or services connected to Merit.
7. Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
8. Unsolicited advertising is not acceptable. Advertising is permitted on some Web pages, mailing lists, news groups and similar environments if advertising is explicitly allowed in that environment.
9. Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.

The intent of this policy is to identify certain types of uses that are not appropriate, but this policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, Merit may at any time make a determination that a particular use is not appropriate

Merit will not monitor or judge the content of information transmitted via the Services, but will investigate complaints of possible inappropriate use. In the course of investigating complaints, Merit staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy and in Merit's Privacy Policy. Merit will only release sensitive, confidential or personally identifiable information to third parties when required by law, or when in Merit's judgment, release is required to prevent serious injury or harm that could result from violation of this policy.

Remedial Action

When Merit learns of possible inappropriate use, Merit staff will notify the User or Users responsible, who must take immediate remedial action and inform Merit of its action. Merit will assist the User or Users in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the User or Users implements remedial action promptly, Merit will take no further action. If Merit is unable to contact the User or Users, or if the User or Users is unable to implement remedial action, Merit reserves the right to pursue remedial action independently. Wherever possible, Merit will pursue remedial action with the least impact to the overall service for the User or Users.

Should the situation be considered an emergency, and Merit deems it necessary to prevent further inappropriate activity, Merit may terminate this agreement and disconnect or cease providing services to a User or Users. An emergency is defined as: "Serious security incidents that require

Service Agreement for Northern Michigan Electronics Consortium
Service Agreement Number: 20181130-DED-7839-AMM-1
Dated as of July 1, 2019

immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious on-going denial of service attacks.”

If disconnection or termination of services is deemed necessary by Merit staff, reasonable effort will be made to inform the User or Users prior to disconnection or termination, and reasonable effort will be made to re-establish the service if it is deemed safe by Merit in its sole discretion.

Merit Network, Inc.

By: /s/ _____

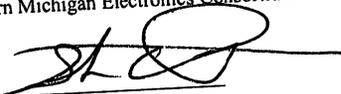
Name:

Title:

Its:

Dated: _____

Northern Michigan Electronics Consortium

By: /s/ 

Name: Shawn Petri

Title: Superintendent, COOR ISD

Its:

Dated: 2-15-19

***** The remainder of this page is intentionally left blank.*****

H. Approve purchase of a used tractor to be used for maintenance & grounds for \$25,000 from Mast Tractor Sales of Ohio.

49

Mast Tractor Sales LLC

2491 U.S. 62
Dundee, Ohio 44624
Ph: 330-359-5405

Socialj@coorisd.net
Sared 989-205-5197

CUSTOMER'S ORDER NO. 989-205-5197	DEPT.	DATE 12-16-21
NAME COOR Intermediate School District		
ADDRESS PO Box 827 Roscommon MI 48653		
SOLD BY	CASH	C.O.D.
		<input checked="" type="checkbox"/>
	CHARGE	ON ACC'NT
	MDSE. RET'D	PAID OUT

QUAN.	1	DESCRIPTION	PRICE	AMOUNT
	1	Stock # 4958		
	2	2015 Mahindra 3540		
	3	4x4 Tractor w/cab + Loader		
	4	SN: CFOPC 1043		24900 00
	5	AS-IS		
	6	Delivery		- -
	7			24900 00
	8	Down Payment (Not Paid)	-	1000 00
	9	&		23900 00
	10			
	11			
	12			
	13			
	14	Need Tax Exemption		
	15			
	16	FOB: Mast Tractor		

Unit Certificate of Exemption:
The undersigned hereby certifies that the article of tangible Personal Property under this certificate were purchased to use or consume the thing transferred directly in production of tangible personal property or for sale by:

Farming _____ Manufacturing _____ For Resale _____ Interstate Commerce _____
Charitable and/or Religious Organization _____ Other, Specify _____

SIGNED _____ BY _____

DATE _____ VENDOR'S LICENSE, if any _____

Goods listed above remain the property of Mast Tractor Sales till paid for.
TERMS: 2% per month, 24% annually (\$5.00 min.) charged on past due accounts.

TOTAL

44852

9.

Information Items

New Hires:

Alexis Ferguson, part-time CTE admin assistant,
\$16 per hour - She will be full-time when grant
funds are awarded.

Kristin Morr full-time Gen Ed admin assistant,
\$16 per hour

Indeed.com statistics for 2021: 28 jobs posts,
163 applicants, 13 employees hired.

Terms for the following trustees will expire
December 31, 2022 and may follow procedures to
get on the ballot for re-election in November:

Dr. Mangutz - six-year term

Nancy Persing - six-year term

Jim Gendernalik - partial term (2 yrs)

Brie Molaison - partial term (2 yrs)

10. Superintendent's Report

-ETS update

-CTE funding

11. Communications

Superintendent Petri's request for evaluation in
closed session

12. Public Participation- continued

13. Enter into closed session by request of the
Superintendent for his annual evaluation.
(list time)

14. Superintendent Evaluation

15. Return to Open Session

16. Approve the Superintendent's Performance
Evaluation as follows:

"The Board reviewed the legal requirements
associated with the Superintendent Performance
Evaluation Instrument and gives the
Superintendent the following rating:

Regarding Section A: Governance & Board Relations
- score:

Regarding Section B: Stakeholder Relations -
score:

Regarding Section C: Employee Relations - score:

Regarding Section D: Operations & Finance -
score:

Regarding Section E: Educational Leadership -
score:

Regarding Section F: Professional Practice Rating
- score:

Regarding Section G: Other Required Components -
score:

Regarding Section H: Summative Evaluation Score -
score:

Evaluation Rating: _____ "

17. **Adjournment**