

Union City Community Schools

“Educating and Preparing Each Child for Their Future”

Union City, Michigan 49094 / Superintendent’s Office (517) 741-3300 – Fax (517) 741-5205

Board of Education Agenda

Monthly Board Meeting	High School Media Center
Monday, April 15, 2024	6:30 PM

I. **Call To Order**

a. **Pledge of Allegiance**

b. **Opening Statement**

Welcome to the Union City Community Schools Board meeting. Our meeting agenda is available for you to follow. The expectation for our board meeting is to follow this agenda closely. We operate under the Open Meetings Act and utilize Roberts Rule of Order to govern our discussion and decision-making process. There is an opportunity for public comment during our set agenda. We welcome the public to express their opinions during this time of our agenda. If there are questions about the agenda or the board meeting process, please seek out one of the Board members for clarification.

II. **Addition or Deletion of Items to the Agenda**

a. **Hiring of High School Night Custodian**

Board action is required to add Action Item VII (h) Hiring of High School Night Custodian, Ray Zierle.

III. **Consent Agenda**

a. **Approval of Minutes**

1. Regular 3/18/24
2. Closed 3/18/24

b. **Field Trip Request (Over 50-Mile)**

1. 5th Grade to MSU Planetarium and Dairy Store on May 16, 2024

IV. **Correspondence**

V. **Comments From the Audience on Agenda Items**

a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about items on the agenda. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

VI. **Interviews for Board Vacancy**

- a. Sean O’Kon

- b. Jeremy Steele
- c. Edward DeLisle

VII. Action Items

a. **New Board Member Appointment and Oath of Office**

Board action is required to approve the selection of the new board member. This person will serve through December 31, 2024 to replace Dave Mathis on the board.

b. **Appointment of Board Treasurer**

Board action is required to appoint and approve the position of board treasurer.

c. **Financials**

Board action is required to approve the financials for the month ending March 31, 2024.

d. **Retirement**

Kathy Wilson, middle school special education teacher, is retiring effective May 31, 2024. She has been with UCCS for 21 years.

e. **Coaching Recommendations**

Board action is required to accept the coaching recommendations as presented by Athletic Director, Hayley Denney.

f. **Southern Michigan Bank and Trust Donation**

Board action is required to accept the donation of \$18,600 for the softball field scoreboard generously donated by Southern Michigan Bank and Trust. This will be paid over the next three years.

g. **Approval of Architect Contract**

Board action is required to approve the contract in the amount of \$35,000 with c2ae. This contract is part of the Section 11x(6) Study Grant.

VIII. Information Items

a. **Union City High School Targeted Support and Improvement (TSI)**

Union City High School was identified in 2022 as a Targeted Support and Improvement (TSI) school. The high school was not re-identified in 2023, which is an indication of progress and a positive step in the journey of continuous improvement.

b. **Construction Update**

c. **Update on Facilities Planning**

d. **Before and After School Child Care**

IX. Public Comment

a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about Union City Community Schools. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

X. Board Roundtable

XI. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda items five (V) and nine (IX). If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting or hearing, please contact, Kelly AcMoody at 517-741-8091 at least one week prior to the meeting or as soon as possible



Union City High School
430 St. Joseph Street
Union City, MI 49094
Ph: 517-741-3305
Fax: 517-741-5205
e-mail: acase@unioncityschools.org

Amber Case
Principal

April 15, 2024

Union City Community Schools Board of Education:

Please accept this letter as a formal recommendation for the hire of Mrs. Ray Zierle as the night custodian at Union City High School.

Mr. Zierle has custodial experience and showed a strong interest in the position. Based on interactions with Mr. Zierle so far, I am confident that he will be a valuable addition to the staff.

Sincerely,

A handwritten signature in cursive script that reads "Amber Case". The signature is fluid and matches the printed name below it.

Amber Case
High School Principal
Union City Community Schools

Monthly Board Meeting
Monday, March 18, 2024 6:30 PM Eastern

High School Media Center
430 St. Joseph Street
Union City, MI 49094

Call To Order

President Amber Herman called the meeting to order at 6:30 p.m.

Paula DeJongh:	Present
Jennifer Gautsche:	Present
Amber Herman:	Present
Darin LaBar:	Arrived at 6:33 p.m.
Dave Mathis:	Absent
Archie Mears:	Present
Paul Arlt:	Present

Pledge of Allegiance

Opening Statement

Addition or Deletion of Items to the Agenda – None

Consent Agenda

The Board of Education approves the Consent Agenda as presented. This motion, made by Archie Mears and seconded by Jennifer Gautsche, Carried.

Paula DeJongh: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Archie Mears: Yea, Paul Arlt: Yea

Yea: 5 Nay: 0

Approval of Minutes

Regular 2/19/24

Closed 2/19/24

Softball Field Trip Request

Maternity Leave

Correspondence

Board Member, Dave Mathis, submitted his resignation effective March 18, 2024.

Darin LaBar arrived at 6:33 p.m.

Comments From the Audience on Agenda Items - None

Public Comments Statement

Action Items

Financials

The Board of Education approves the financials for the month ending February 29, 2024, as presented. This motion, made by Paula DeJongh and seconded by Darin LaBar, Carried.

Paula DeJongh: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea

Yea: 6 Nay: 0

Retirement

The Board of Education accepts the retirement of Keo Sok effective April 12, 2024. This motion, made by Darin LaBar and seconded by Paula DeJongh, Carried.

Paula DeJongh: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea

Yea: 6 Nay: 0

Board President Pay Increase

The Board of Education approves the increase in pay to \$40 per meeting for the board president. This motion, made by Darin LaBar and seconded by Jennifer Gautsche, Carried.

Paula DeJongh: Yea, Jennifer Gautsche: Yea, Amber Herman: Abstained, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea

Yea: 5 Nay: 0

Termination of Bus Driver

The Board of Education approves the termination of Nicholas Stull, bus driver. This motion, made by Darin LaBar and seconded by Jennifer Gautsche, Carried.

Paula DeJongh: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea

Yea: 6 Nay: 0

Spring Coaching Recommendations

The Board of Education approves the spring coaching recommendations of Hayley Denney, Athletic Director. This motion, made by Darin LaBar and seconded by Paula DeJongh, Carried.

Paula DeJongh: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea

Yea: 6 Nay: 0

Track Resurfacing Bid

The Board of Education approves the bid from A.G. Sports Services for track resurfacing in an amount not to exceed \$118,500. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea

Yea: 6 Nay: 0

Discussion Item

Dedication Plaque for Bleacher Project

Chris will look further into a plaque and bring information to a future meeting.

Information Items

Grant Award Notification

Softball Scoreboard Donation

Public Comment – Scott Cayo

Public Comments Statement

Board Roundtable – Darin LaBar

Closed Session

The Board of Education adjourns to closed session. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paule DeJongh: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea

Yea: 6 Nay: 0

President Amber Herman adjourned to closed session at 7:06 p.m.

The Board of Education returns to open session. This motion, made by Darin LaBar and seconded by Jennifer Gautsche, Carried.

Paule DeJongh: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea

Yea: 6 Nay: 0

President Amber Herman called the meeting back to order at 8:37 p.m.

Adjournment

The Board of Education adjourns the regular meeting. This motion, made by Archie Mears and seconded by Paula DeJongh, Carried.

Paule DeJongh: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea

Yea: 6 Nay: 0

President Amber Herman adjourned the meeting at 8:37 p.m.

Jennifer Gautsche
Secretary

Kelly AcMoody
Recording Secretary

1. Why are you interested in serving on the school board?
2. What do you see as the role of a school board member?
3. What are the biggest challenges facing public education today?
4. What qualities, skills and experience would you bring to the board?
5. At times you may be caught between legitimately opposing points of view. There may be a difference between your personal point of view and the policy or law that you're required to uphold as a trustee. How will you handle this?
6. Are you willing to pursue the skills, the knowledge, and the training necessary to become a fully functioning and effective board member? Provide examples of how you might accomplish this.
7. In the challenging times that we're facing, why have you decided to be a part of the decision-making process?
8. After review and discussion on significant issues, the board operates by a majority vote. When the majority vote is different from your position how would you manage the situation?
9. How can a board know if its goals are being accomplished and its policies carried out?
10. How do you view the relationship between the board of education and the administration/staff?
11. Describe your response if a parent cornered you in the grocery store and asked for your support on a particularly hot issue.
12. Describe any experience you have had when working in a group to achieve a defined goal.

2/2/2024 Begin. Cash on Hand:	\$3,378,528		Total of Bills:	1,304,508
Total Receipts:	\$1,584,829		Total Net Payroll:	532,054
Total Expenditures:	\$1,836,562		Total Bills and Payroll	\$1,836,562
3/31/2024 Total Cash on Hand:	\$3,126,795		to be Approved:	

FOOD SERVICE-March

Union City Community Schools

School Service Fund

Combined Statement of Revenue and Expenditures Compared to Budget

For The Peroid Ending

March 31, 2024

	FOOD SERVICE			
	<u>Actual</u>	<u>Proposed Budget</u>	<u>Variance</u>	<u>% of Budget</u>
<u>REVENUE:</u>				
Local Sources	28,039	\$ 47,000	\$18,961	60%
State Sources	72,755	15,960	(56,795)	456%
Federal Sources	332,192	558,000	225,808	60%
INCOMING TRANSFERS		0	0	
TOTAL REVENUE	432,985	620,960	\$187,975	
<u>EXPENDITURES:</u>				
Salaries	160,049	202,468	(42,419)	79%
Employee Benefits	96,054	118,450	(22,396)	81%
Purchased Services	30,900	33,540	(2,640)	92%
Supplies & Materials	268,329	275,000	(6,671)	98%
Capital Outlay	27,333	-	27,333	
Other Expense	1,082	800	282	135%
Other Transactions	0	32,882		
TOTAL EXPENDITURES	583,747	663,140	(46,511)	
OUTGOING TRANSFERS				
TOTAL EXPENDITURES	583,747	663,140	(46,511)	0.00%
EXCESS REVENUE (EXPENDITURES)	(150,762)	(42,180)		
BEGINNING FUND BALANCE	69,655	69,655		
ENDING FUND BALANCE	(\$81,107)	\$27,475		

Union City Community Schools
 General Fund Statement of Revenue and Expenditure Compared to Budget
 For Period Ending March 31, 2024

	YTD ACTIVITY	CURRENT BUDGET	VARIANCE	PERCENT OF BUDGET
REVENUE				
Local Sources	1,271,986	\$ 1,574,891	(302,905)	80.77%
State Sources	6,024,604	10,879,115	(4,854,511)	55.38%
Federal Sources	764,809	424,653	340,156	180.10%
Other Financing Sources	228,578	800,000	(571,422)	28.57%
		32,000		
TOTAL REVENUE	8,289,977	13,710,659	(5,388,682)	
EXPENDITURES				
INSTRUCTION				
Basic Program	5,055,763	6,638,451	1,582,688	76.16%
Added Needs	1,451,667	1,946,792	495,125	74.57%
Total Instruction	6,507,430	8,585,243	2,077,813	
SUPPORT SERVICE EXPENSE				
Pupil	551,180	749,839	198,659	73.51%
Improvement Instructional Staff	177,162	223,542	46,380	79.25%
General Administration	308,320	405,967	97,647	75.95%
School Administration	558,419	767,437	209,018	72.76%
Fiscal Services	250,217	333,857	83,640	74.95%
Operation & Maintenance	949,446	1,192,972	243,526	79.59%
Transportation	688,262	785,692	97,430	87.60%
Central Support	163,090	221,947	58,857	73.48%
Athletics	405,845	543,981	138,136	74.61%
Community Services	4,999	5,200	201	96.14%
Payments to Other Govt Units	8,945		(8,945)	0.00%
Site Improvement Services	537,735		(537,735)	0.00%
Prior Period Adjustments	0		0	0.00%
Debt Service	35,975	36,526	551	0.00%
Fund Modification to Food Service		0	0	0.00%
Total Support Services	4,639,596	5,266,960	976,299	
TOTAL EXPENDITURES	11,147,026	13,852,203	3,054,112	
EXCESS REVENUE (EXPENDITURES)	(\$2,857,049)	(\$141,544)		
Non-spendable (inventory)	10,410	10,410		
Assigned (Capital Expenditures)	75,000	75,000		
Unassigned (Undesignated)	1,846,140	1,846,140		
BEGINNING FUND BALANCE	1,931,550	1,931,550		
ENDING FUND BALANCE	(\$925,499)	\$1,790,006		

UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF MARCH 31, 2024			UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF MARCH 31, 2023		
Current Year			Prior Year		
Balance as of 2/29/2024			Balance as of 2/28/2023		
General Fund Cash Accounts	1,752,868		General Fund Cash Accounts	1,921,350	
Food Service Checking Accounts	7,454		Food Service Checking Accounts	37,896	
Trust & Agency Checking Accounts***	150,712		Trust & Agency Checking Accounts***	n/a	
SF Cash	1,467,495		SF Cash	661,448	
Total Cash On Hand	\$3,378,528		Total Cash On Hand	2,620,694	
Current Month Activities			Prior Year-Current Month Activities		
YTD Activities					
General Fund Revenue	1,239,093	13,422,141	General Fund Revenue	1,908,428	
Food Service Revenue	55,200	337,093	Food Service Revenue	55,391	
Trust & Agency Revenue	3,577	60,924	Trust & Agency Revenue	10,641	
SF Revenue	286,959	305,395	SF Revenue	569,002	
Total Revenue	\$1,584,829	14,125,553	Total Revenue	2,543,462	
General Fund Expenses	1,266,535	9,742,964	General Fund Expenses	1,802,476	
Net Payroll	532,054	3,378,701	Net Payroll	503,356	
Food Service Expenses	35,829	359,010	Food Service Expenses	43,823	
Trust & Agency Expenses	2,144	37,182	Trust & Agency Expenses	n/a	
SF Expenses	-	1,726,698	SF Expenses	0	
Total Expenses	\$1,836,562	15,244,555	Total Expenses	2,349,656	
Balance as of 3/31/2024			Balance as of 3/31/2023		
General Fund Cash Accounts	1,193,372		General Fund Cash Accounts	1,523,946	
Food Service Checking Accounts	26,824		Food Service Checking Accounts	49,465	
Trust & Agency Checking Accounts***	152,145		Trust & Agency Checking Accounts***	n/a	
SF Cash	1,754,454		SF Cash	1,230,450	
Total Cash On Hand	\$3,126,795		Total Cash On Hand	2,803,860	

March 15, 2024

Board of Education
Union City Community Schools
430 St. Joseph Street
Union City, MI 49094

Dear Board Members and Mr. Katz,

I am writing this letter to inform you of my intent to retire from Union City Community Schools effective May 31, 2024.

It's hard to believe that I have been here at Union City Middle School for 21 years. I work with the best staff that I consider my UCMS family, and I will miss them a great deal. I will also miss the students that I am currently working with, and remember those that I had taught in the past years. Everyday in my classroom was a new experience, or a new story to tell. You just never knew what to expect on some days, but it was all worth it.

Thank you for giving me the opportunities of being able to be a part of this school district. I will always cherish the many memories that was created here. Now, it's time for me to move on to the next chapter, relax and make new memories.

Sincerely,

Kathy Wilson



Union City Community Schools

Charger Athletics
430 St. Joseph Street
Union City, MI 49094

Mrs. Hayley Denney
Athletic Director
hdenney@unioncityschools.org
Ph: 517.741.3306
Fax: 517.741.5205

To: Chris Katz, Superintendent
From: Hayley Denney, Athletic Director
Date: April 12, 2024
RE: Coaching Staff

Resignation:

Pete Payne- JV Head Football Coach

I recommend the following persons be hired as a coach for the 2024-25 school year.

New Hire:

Sadie Galvin- 8th Grade Volleyball Coach

Jaydin Coyer- 7th Grade Volleyball Coach



50 Louis St. NW Suite 200
Grand Rapids, MI 49503
616.454.9414
www.c2ae.com

April 10, 2024

Mr. Chris Katz
Superintendent
Union City Community Schools
430 St. Joseph St.
Union City, MI 49094

Re: Proposal for Professional Services: Union City Community Schools Facility Study

Dear Mr. Katz,

C2AE is pleased to provide the following proposal to assess your district and look for operational opportunities to improve the district.

Project Understanding

Union City Community Schools (UCCS) submitted information to the state to request a grant to investigate operational opportunities regarding facilities within the district. UCCS requested from C2AE an estimated fee to work with The Christman Company (TCC) to evaluate the buildings for educational opportunities. UCCS was successful in receiving the grant and now would like C2AE to provide a formal proposal for the work. C2AE understands they will be working with a small group from district administration on the project. C2AE also understands that our fee for the study will be funded from the grant the district received.

Scope

1. Conduct a kickoff meeting with district staff and TCC.
2. Conduct a facility assessment of the district educational buildings (UC Elementary School, UC Middle School, UC High School, and Fieldhouse). C2AE will utilize the Associated for Learning Environments assessment tool. Prepare facility scorecard.
3. Facilitate option development meetings to evaluate potential options. We estimate up to three meetings to brainstorm, review, and finalize options.
4. Develop graphics depicting district options based on meeting feedback.
5. Review cost estimates prepared by TCC related to the options developed.
6. Collaborate with TCC to prepare a draft report for presentation to the school board. Attend school board meeting to present the report and answer questions.
7. Following the board meeting, prepare a final report.

Assumptions

1. UCCS has accurate drawings of their facilities and laser scanning of the building and sites will not be required.
2. Current enrollment projections suitable for bond applications are available and will be utilized in the development of options.

3. Should the district choose to move forward with a particular option and also consider a bond issue, C2AE will provide an additional proposal for pre bond services including community engagement, campaign support, and design implementation.

Deliverable

PDF of the study including an evaluation of existing facilities, high level review of options considered but not preferred, and presentation of the preferred option including cost opinions provided by TCC.

Schedule

Kickoff	4/10/2024
Board Approval of C2AE	4/18/2024
Facility Assessment Walk Thru	4/29/2024 Week of
Review Facility Scoring	5/6/2024 Week of
Review Facility Options	6/10/2024 Week of
Board Presentation	7/15/2024

Fee

Fees will be a lump sum of \$35,000. Reimbursables will only be for large format printing and mounting and will be invoiced at cost plus 10% (1.10).

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,
C2AE



Stevan J. Jurczuk, AIA, LEED AP
Project Manager

Accepted by:

Chris Katz, Union City Community Schools

Date

C2AE Standard Owner-A/E Contract Provisions, 2024

The parties to this agreement, Capital Consultants, Inc., dba "C2AE" in Michigan and dba "Capital Consultants Architecture and Engineering" in New York, hereinafter called C2AE and "Union City Community Schools", in Michigan, hereinafter called OWNER, hereby agree to the following conditions:

- A. Scope of Services: OWNER and C2AE have agreed to a written description of services C2AE will provide to OWNER for an established compensation, hereafter referred to as "Scope of Services". Additional Services may be agreed to in writing by OWNER and C2AE in addition to the Scope of Services. Services not set forth in written agreement are specifically excluded from the scope of C2AE 's services, including any "financial advising" services. C2AE assumes no responsibility to perform any services not specifically agreed to in writing.
- B. Standard of Care: C2AE shall perform its services consistent with the professional skill, care, and timeliness ordinarily provided by professional engineers and architects practicing in circumstances of similar time and place. C2AE makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by C2AE. However, C2AE shall correct any technical accuracy deficiencies in C2AE's Instruments of Service without additional compensation.
- C. Schedule: C2AE shall ordinarily perform its services within a reasonable time. Upon OWNER's request, C2AE shall prepare and submit for OWNER approval a detailed schedule for the performance of C2AE's services. This schedule shall include reasonable allowances for review and approval times required by OWNER, performance of services by OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by OWNER, or for delays or other causes beyond C2AE's reasonable control.
- D. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to C2AE are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, C2AE may call for renegotiation of appropriate portions of this Agreement. C2AE shall notify OWNER of the changed conditions necessitating renegotiation, and both parties shall promptly and in good faith renegotiate this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- E. Payment Terms: Invoices prepared to C2AE's standard format will typically be submitted by C2AE monthly, are due upon receipt, and shall be considered past due if not paid within thirty (30) calendar days of the due date. If work is abandoned or suspended, C2AE shall be paid in full for services performed prior to receipt of written notice from OWNER of abandonment or suspension. If OWNER fails to make payments when due, C2AE may charge interest at one-and-one-half (1.5) percent or the maximum rate allowable by law, whichever is less, per month on the past due amount, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. In addition, if OWNER fails to make payments when due or otherwise is in breach of this Agreement, C2AE may suspend performance of services when any invoice for services remains unpaid 60 days after the date of the invoice and upon five (5) calendar days' notice to OWNER. C2AE shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER. Upon payment in full by OWNER, C2AE shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for C2AE to resume performance.
- F. Disputed Invoices: OWNER shall not withhold amounts from C2AE's compensation to impose a penalty or liquidated damages on C2AE, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless C2AE agrees or has been found liable for the amounts in a binding dispute resolution proceeding. If OWNER objects to any portion of an invoice, OWNER shall so notify C2AE in writing within ten (10) calendar days of receipt of the invoice. OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation

between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

G. Regulatory Compliance: C2AE shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities, including the Americans with Disabilities Act (ADA) which provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. Design changes made necessary by newly enacted laws, codes and regulations after submission date shall entitle C2AE to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement. OWNER acknowledges that the requirements of laws, codes, and regulations, including the ADA, will be subject to various and possibly contradictory interpretations. C2AE, therefore, will use its reasonable professional efforts and judgment to interpret applicable requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. C2AE, however, cannot and does not warrant or guarantee that OWNER's project will comply with all interpretations of all the requirements of federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

H. Errors and Omissions and CONSULTANT's Limit of Liability: In recognition of the relative risks and benefits of the Project to both OWNER and C2AE, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants shall not exceed \$10,000 or C2AE's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

I. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor C2AE nor their respective officers, directors, shareholders, employees, and sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and C2AE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

J. Dispute Resolution: OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration. If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties mutually agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law. The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known

of the existence of the claim, dispute, or other matter. If the demand for arbitration is not effectuated within one (1) year, the claim, dispute, or other matter shall be forever barred and not mandatory. The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

K. Mutual Indemnification: Neither OWNER nor C2AE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. C2AE agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by C2AE's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom C2AE is legally liable. Likewise, OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom OWNER is legally liable.

L. Use of Documents: All Documents (data, reports, drawings, specifications, models, and other deliverables, whether in printed or digital format) are Instruments of Service for which C2AE shall retain all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of C2AE. C2AE grants to OWNER a nonexclusive license to use C2AE's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that OWNER substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits OWNER to authorize the Contractor, Construction Manager, Subcontractors, and material or equipment suppliers, as well as OWNER's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by C2AE, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by C2AE; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by C2AE, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to C2AE or to its officers, directors, employees, and sub-consultants; (3) OWNER shall indemnify and hold harmless C2AE and its officers, directors, employees, and sub-consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by C2AE; and (4) such limited license to OWNER shall not create any rights in third parties. C2AE and OWNER warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

M. Construction Activities: Neither the professional activities of C2AE nor the presence of C2AE or its employees and sub-consultants at a project site shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. C2AE and its personnel have no authority to approve construction change orders or to issue stop work orders. C2AE and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. OWNER agrees that the Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in OWNER's contract with the Contractor. OWNER also agrees that OWNER and C2AE and its sub-consultants shall be included as indemnified parties by the Contractor in OWNER-Contractor agreement and shall be made additional insureds under the Contractor's policies of general liability insurance.

N. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that C2AE's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event C2AE or any other party encounters any hazardous or toxic materials, or should it become known to C2AE that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of C2AE's services, C2AE may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of C2AE.

O. Opinions of Probable Construction Cost: When in the Scope of Services C2AE provides opinions of probable construction cost, OWNER understands that C2AE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that C2AE's opinions of probable construction costs are made on the basis of C2AE's professional judgment and experience. C2AE makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from C2AE's opinion of probable construction cost.

P. Distribution of Digital Documents: When in the Scope of Services C2AE provides digital information extracted from its Instruments of Service to OWNER or to others on behalf of OWNER, the recipient of the information will be required to agree to C2AE's Release of Electronic Documents Agreement, including compensation for C2AE to prepare the files. Under no circumstances shall delivery of electronic files by C2AE be deemed a sale, and C2AE makes no warranties, either express or implied, of merchantability and fitness of electronic files for any particular purpose. In no event shall C2AE be liable for any loss of profit or any consequential damages as a result of OWNER's or other's use or reuse of these electronic files.



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

GRETCHEN WHITMER
GOVERNOR

MICHAEL F. RICE, Ph.D.
STATE SUPERINTENDENT

March 13, 2024

Mr. Chris Katz, Superintendent
Union City Community Schools
430 Saint Joseph Street
Union Street, MI 49094

Dear Superintendent Katz:

The federal Elementary and Secondary Education Act (ESEA) of 1965, as amended by the [Every Student Succeeds Act \(ESSA\) of 2015](#), requires that schools are identified for Targeted Support and Improvement (TSI) for consistently underperforming groups of students. Each state has its own federally approved school accountability system as part of ESSA. The [Michigan School Index](#) is Michigan's system. For the 2023 identification cycle, schools were identified for TSI only and not for Comprehensive Support and Improvement (CSI) or for Additional Targeted Support (ATS).

MDE is pleased to see that based on the 2023 [Michigan School Index](#) results, the following school(s) in your district that were identified for TSI based on one or more student subgroups performing at or below the bottom 25% in the 2022 identification cycle were *not* re-identified in 2023:

- **Union City High School**

To not be re-identified for TSI is an indication of progress and a positive step in the journey of continuous improvement. MDE commends the efforts that your district is making to meet the needs of the identified student subgroups and encourages you to continue strengthening the supports being provided to ensure continued growth and improved learner outcomes.

Sincerely,

A handwritten signature in black ink that reads "Michael F. Rice".

Michael F. Rice, Ph.D.
State Superintendent

cc: Sue C. Carnell, Ph.D., Chief Deputy Superintendent
Dr. Terance Lunger, Superintendent, Calhoun ISD

STATE BOARD OF EDUCATION

PAMELA PUGH – PRESIDENT • ELLEN COGEN LIPTON / TIFFANY D. TILLEY – CO-VICE PRESIDENTS
JUDITH PRITCHETT – SECRETARY • MARSHALL BULLOCK II – TREASURER
MITCHELL ROBINSON – NASBE DELEGATE • TOM MCMILLIN • NIKKI SNYDER