



*Regular
Board Meeting*

Board Room

October 21, 2024



Fruitport Community Schools
BOARD OF EDUCATION MEETING
Board Room
3255 E. Pontaluna Rd, Fruitport 49415
Monday, October 21, 2024 - 7:00 p.m.

- I. CALL to ORDER**
- II. PLEDGE of ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. PRESENTATIONS**
 - a. Annual Financial Audit Presentation – Rehmann: Paul Matz
- VI. COMMUNICATIONS**
- VII. SUPERINTENDENT/ADMINISTRATIVE REPORTS**
 - a. Reminder: Operating Millage Ballot Proposition – November 5, 2024
 - b. West Michigan Conference Expansion Update
 - c. May 2025 Ballot Proposition
 - i. Community Forum Dates
 - ii. Community Survey and Timeline
- VIII. REMARKS FROM THE PUBLIC***
- IX. CONSENT AGENDA**
 - 1. Approval of Bill Listing (attachment IX-1)

<u>Fund</u>	<u>Amount</u>
General Fund:	\$370,404.55
Other Funds:	
Early Childhood Center	\$2,677.47
Food Service	\$60,863.39
Cooperative Education (ISD) – Tech Millage	\$28,284.50
Capital Projects – Bond (2021)	\$572,289.51
Total Bill List:	<u>\$1,034,519.42</u>
 - 2. Acceptance of Monthly Financial Report (attachment IX-2)
 - 3. Acceptance of Student Activity Summary Report (attachment IX-3)
 - 4. Acceptance of Credit Card and Utilities Report (attachment IX-4)
 - 5. Approval of Transfers and ACH Transactions Report (attachment IX-5)
 - 6. Approval of Personnel Report (includes confirmation of new hires, resignations, retirees, and transfers) (attachment IX-6)
 - 7. Approval of Special Meeting Minutes from October 8, 2024 (attachment IX-7)
- X. GENERAL BOARD BUSINESS**
 - 1. Fall 2024 Pupil Membership Count Update (No action) (attachment X-1)
 - 2. Muskegon County School Board Alliance Fall Dinner Meeting RSVP (attachment X-2)
 - 3. Civil Engineering Studies: Edgewood Elementary Masterplan, Traffic Study, and Soccer Field

- Drainage (attachment X-3)
4. Website Accessibility Resolution Agreement: Office for Civils Rights (attachment X-4)
 - a. Adoption of Website Accessibility Standard per Agreement
 - b. Adoption of Website Accessibility Notice per Agreement

XI. BUSINESS & FINANCE COMMITTEE REPORTS & RECOMMENDATIONS

Elroy Buckner, Chairperson

1. Report of Committee Meeting held October 11, 2024 (attachment XI-1)
2. Annual Financial Audit Report (attachment XI-2)
3. Prefabricated Storage Buildings (attachment XI-3)

XII. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS

Steve Kelly, Chairperson

1. Report of Committee Meeting held October 14, 2024 (attachment XII-1)
2. Substitute Teacher Daily Rate Compensation Increase (attachment XII-2)

XIII. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS

Susan Franklin, Chairperson

1. Report of Committee Meeting held October 14, 2024 (attachment XIII-1)
2. Interagency Agreement: Hackley Community Care School Wellness Program (attachment XIII-2)

XIV. BOARD MEMBER REPORTS AND DISCUSSIONS

XV. AGENDA ITEMS FOR FUTURE MEETINGS

The Board will need to confirm the following dates and times:

1. Business & Finance Committee Meeting: November 12, 2024 at 6:00 p.m.
2. Personnel Committee Meeting: November 11, 2024 at 5:00 p.m.
3. Student Affairs Committee Meeting: November 11, 2024 at 5:30 p.m.
4. Board of Education Meeting: November 18, 2024 at 7:00 p.m.

XVI. REMARKS FROM THE PUBLIC*

XVII. ADJOURNMENT

*Time is provided for members of the audience to address the Board of Education regarding any topic including items on the agenda. The Board is providing two opportunities for the public to comment during the meeting. The first is for people who wish to bring issues to the Board of Education for board consideration. At the end of the meeting, the Board will provide a brief opportunity for community members to comment on activities and/or discussion that took place during the Board meeting. Time limits may be placed if a large number of individuals would like to address the Board.

Note: Upon request to the Superintendent, the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.



NON-HOMESTEAD OPERATING MILLAGE BALLOT PROPOSITION



**Vote: On or Before
November 5, 2024**

Scan QR Code:



On or before November 5, 2024, voters in the District will be asked to consider a non-homestead operating millage ballot proposition that was approved to be placed on the ballot by the Board of Education at a Special Meeting on August 7, 2024. A summary of the ballot proposition is outlined below. More information can be found on the District's website by scanning the QR Code above:

- All Michigan school districts must levy 18 mills on non-homestead property to receive their full foundation allowance – the major source of funding for Michigan schools. The money the District receives from the millage supports day-to-day operations, including salaries for teachers and staff. This represents approximately 9.12% of the total fiscal year 2025 revenues.
- The 18-mill levy costs the primary residence homeowner zero dollars (\$0) per year. Primary homeowners do not pay the 18-mill tax. The operating millage levy applies to non-homestead properties such as businesses, vacation homes, investment and rental properties.
- The non-homestead operating millage was first levied in 1994 with the passage of Proposal A. FCS voters have periodically voted renewals and restorations of that millage over the years.
- On November 3, 2020, FCS voters last approved a levy for 18.500 mills on non-homestead property over a four (4) year period. The “Headlee” amendment millage reduction fraction has eroded the District’s operating millage, which now stands at 17.9302 mills. When the millage rate falls below 18 mills, the District does not receive its full foundation allowance. The District will not receive \$13,304.30 in funding for fiscal year 2024-2025 due to the “Headlee” reduction. At no time can the District levy more than 18 mills.
- The District is proposing a renewal of 17.9302 mills for a period of four (4) years, and also an increase of 0.5000 mill to restore millage lost as a result of the reduction required by the “Headlee” amendment of the Michigan Constitution of 1963, and will be levied only to the extent necessary to restore that reduction.
- If the operating millage proposal is not approved for 2025, per-pupil revenue for Fruitport Community Schools would see a loss in District funding equivalent to \$3,502,941.68 in fiscal year 2025-2026.

BOARD ACTION REQUEST FORM

Meeting Date: October 21, 2024

To: Board of Education

Attachments # IX-1 through IX-7

From: Jason Kennedy

Subject to be Discussed and Policy Reference:

- Bill Listing
- Monthly Financial Report
- Student Activity Summary Report
- Credit Card and Utilities Report
- Transfers and ACH Transactions
- Personnel Report
- Approval of Special Meeting Minutes from October 8, 2024

Background Information:

See attached

Financial Impact:

See attached

Recommended Action:

To approve the Consent Agenda, as presented.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg



**FRUITPORT COMMUNITY SCHOOLS
BILL LIST
Month of September 2024**

<u>FUND</u>	<u>AMOUNT</u>
GENERAL FUND	\$370,404.55
EARLY CHILDHOOD CENTER	\$2,677.47
FOOD SERVICE	\$60,863.39
COOPERATIVE EDUC (ISD) - TECH MILLAGE	\$28,284.50
CAPITAL PROJECTS (BOND)2021	\$572,289.51
GRAND TOTAL	<u><u>\$1,034,519.42</u></u>

Fruitport Community Schools Monthly Financial Report 09/30/2024

		GENERAL FUND	SCHOOL SERVICE FUNDS			CAPITAL PROJECTS			Totals		
			Food Service	Tech/Security	ECC	Bldg & Site	Capital Projects 2021	2010	2017	2021	
Beginning Fund Balance:		7,240,196	549,740	700,989	671,868	1,287,299	2,903,964	261,261	884,087	226,259	
Revenues:											
Budgeted revenues:		38,394,063	2,012,821	656,000	941,280	-	-	-	-	-	
Actual revenues:											
	Jul.	3,558,518	-	-	75,739	5,639	12,604	6,546	22,017	4,750	3,685,813
	Aug.	720,810	4,821	3,225	67,834	5,647	10,535	133,955	454,364	96,171	1,497,360
	Sep.	194,589	-	4,069	-	-	-	48,399	164,164	34,747	445,969
Total Actual Revenues		4,473,917	4,821	7,294	143,572	11,286	23,139	188,899	640,545	135,668	5,629,142
Pro Rated budget Variance to date: Rev		5,124,598.39	498,384.71	156,706.04	91,747.75						
Expenses:											
Budgeted expenditures:		(38,902,568)	(2,037,276)	(566,840)	(1,097,358)	-	-	-	-	-	
Actual expenditures:^											
	Jul.	(722,349)	(14,012)	(105,816)	(41,222)	-	(50,975)	-	-	(500)	(934,875)
	Aug.	(1,263,299)	(39,630)	(21,437)	(106,501)	(55,075)	(1,030,856)	-	-	-	(2,516,798)
	Sep.	(2,964,672)	(130,023)	(33,866)	(24,111)	-	(572,290)	-	-	-	(3,724,961)
Total Actual Expenses		(4,950,320)	(183,665)	(161,119)	(171,833)	(55,075)	(1,654,121)	-	-	(500)	(7,176,634)
Pro Rated budget Variance to date: Exp		(4,775,321.86)	(325,653.52)	19,409.11	(102,506.15)						
Ending Balance to date:		6,763,793	370,895	547,164	643,607	1,243,510	1,272,982	450,160	1,524,632		
Projected Ending Balance:		6,731,691	525,285	790,149	515,790						
Revenues over(under) Expenses to date:										(1,547,492)	
^Fifth Third Bank auto deductions have been included in actual expenditure totals											

Fruitport Community Schools
Student Activity Summary Report
Month ending September 30, 2024

Student Activity Sub Totals	BEGINNING BALANCE	NET CHANGE	ENDING BALANCE
District Wide Student Activity Accounts	77,875.47	9,772.59	87,648.06
Beach Elementary Student Activity Accounts	9,336.38	22,304.81	31,641.19
Edgewood Elementary Student Activity Accounts	81,449.37	(2,733.83)	78,715.54
High School Class of Student Activity Accounts	7,966.47	-	7,966.47
High School Athletic Student Activity Accounts	91,470.44	28,077.60	119,548.04
High School Student Activity Accounts	245,667.84	18,210.43	263,878.27
Middle School Student Activity Accounts	47,276.09	18,105.27	65,381.36
Shettler Elementary Student Activity Accounts	33,299.86	6,375.40	39,675.26
Alt. High School Student Activity Accounts	600.44	-	600.44
Millionaire Party Accounts	17,101.99	(3,617.02)	13,484.97
Total Student Activity Fund	\$ 612,044.35	\$ 96,495.25	\$ 708,539.60

Credit Card and Utilities Detail
For the month ending September 30, 2024

	July	August	September	October	November	December	January	February	March	April	May	June	Total
Utilities:													
Consumers	\$ 1,150.94	\$ 1,238.47	\$ 898.16										\$ 3,287.57
Frontier	\$ 50.26	\$ 50.41	\$ 50.41										\$ 151.08
MISEC	\$ 28,497.64	\$ 34,011.46	\$ 29,375.69										\$ 91,884.79
Total Utilities	\$ 29,698.84	\$ 35,300.34	\$ 30,324.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,323.44
Credit Cards*:													
General Fund	\$ 83,027.33												\$ 83,027.33
Early Childhood	\$ 1,797.36												\$ 1,797.36
Tech/Security Millage	\$ 8,306.28												\$ 8,306.28
Student Activities	\$ 21,241.28												\$ 21,241.28
Total Credit Card Charges	\$114,372.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,372.25

*Credit cards are always a month behind

		September 2024 Transfers		
Payment Date	Debit Account Desc	Credit Account Desc		Amount
9/13/2024	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***Payroll & ORS Transfer		\$ 1,059,335.48
9/27/2024	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***MESSA HSA Transfer		\$ 253,000.00
9/27/2024	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***Payroll & ORS Transfer		\$ 1,107,228.71
		Total Tranfers in September		<u>\$ 2,419,564.19</u>

Personnel Report – October 21, 2024

It is recommended that the following candidates be offered contracts and/or salary increases pending final approval from the Board of Education:

Melissa Curran – Instructional Assistant (High School – MOCI)
Megan Herrema – Instructional Assistant (Middle School)
Skylar Hinton – Noon Supervisor (Shettler)
Lucinda Hough – Food Service (Middle School)
Michelle Lehning – Food Service Substitute
Luke Matthews – Transportation - Bus Driver
Gerald Mead – Noon Supervisor (Beach)
Melissa Shulmier – Noon Supervisor (Shettler)
Maryssa Sischo – Noon Supervisor (Shettler)

The following staff members will Resign/Retire/Reduce Hours/Transfer:

Melissa Curran – Transfer from Premier Substitute to High School MOCI IA
Megan Herrema – Transfer from Food Service to Instructional Assistant
Kathy Randall – Transportation Director (Effective: January 31, 2025)
Jennifer Schema – Reading Intervention Specialist (Middle School)

The following positions are currently posted:

Educational Interpreter for Deaf and/or Hard of Hearing
Instructional Assistant – Middle School
Long Term Substitute – 1st Grade Teacher (Edgewood)
Long Term Substitute – Speech Language Pathologist
Lunch Supervisor (Middle School)
Mental Health Professional
Premier Substitute Teacher
Reading Intervention Specialist (Middle School)
School Bus Aide
School Bus Driver
Tier I Positive Behavior Classroom Coach
Year Round Child Care Assistant

Melissa Curran

Spring Lake, MI 49456

melissacolter7_m3f@indeedemail.com

+1 616 323 8246

Authorized to work in the US for any employer

Work Experience

Substitute Teacher

Edustaff-Fruitport, MI

October 2022 to Present

- Follow lesson plans provided by the regular Teacher to create a cohesive and consistent learning experience for students
- Manage the classroom effectively to encourage student participation, minimize distractions and maintain a positive learning environment
- Adapt teaching methods to fit the needs of each individual student
- Supervise students in and out of the classroom, including in the halls, on the playground and in the cafeteria
- Provide in-class and at-home assignments based on the available lesson plan
- Do task assigned by school if no teaching positions are available
- Perform instructional assistant duties when needed

Housekeeper

Baldwin House Assisted Living-Spring Lake, MI

August 2022 to October 2022

- Responsible for the overall cleanliness and sanitation of the hallways, bathrooms and common areas including scrubbing, mopping, vacuuming, polishing, dusting, windows and using germicides.
- Monitor and maintain housekeeping supplies.
- Clean and maintain housekeeping equipment.
- Respond appropriately to resident's special requests.
- Observe and report any potential safety hazards.
- Collect linen, rags, and mops and assist in laundry.
- Dispose of trash and other rubbish.
- Restock toilet paper, paper towels, soaps and other products.
- Adhere to safety and hygiene guidelines and OSHA standards.
- Ability to work with little supervision and maintain a high level of performance
- Customer-oriented and friendly
- Prioritization and time management skills
- Working quickly without compromising quality

Waitress

Baldwin House Assisted Living-Spring Lake, MI

May 2022 to August 2022

- Prepare tables with special attention to sanitation and order

- Attend to residents upon entering the dining room
- Present meal choices and help customers select food/beverages
- Take and serve orders
- Collaborate with other servers and kitchen staff
- Deal with complaints or problems with a positive attitude
- Clean and prepare linens and silverware
- Clean and sanitize dishes, carts, and commonly touched items
- Ensure all residents are safe and satisfied

Inventory Specialist

Once Upon a Child-Walker, MI

July 2020 to June 2022

- Log stock in Resale
- Organize and maintain the store layout and products
- Prepare the floor for events
- Interact and help customers
- Communicate what products are needed and what there is too much of
- Organize and store off season item in totes and log them

Customer Service Representative (CSR)

Once Upon a Child-Wyoming, MI

March 2019 to July 2020

- Organize the racks and totes of items
- Tag, hang, and put items out for sale
- Do end of shift tasks to ensure the store is clean
- Provide assistance to clients
- Assist customers in person
- Inventory stock
- Operate the cash drawer
- Confirm payments, refunds, etc.
- Explain products and benefits
- Go through items a client is selling to us and select pieces based on style, demand, and condition and price accordingly
- Assisted customers with a warm and professional attitude
- Answered general questions

Merchandiser

NATIVE FLORAL-Grandville, MI

June 2017 to December 2019

- Keep a floral display organized
- Pull bad product and replace with new
- Take special orders and submit them to the warehouse
- Clean the floral display and dispose of all the old products and boxes
- Take daily inventory of products and submit them to the warehouse.

Picker/Packer & Administrative Assistant

The H.T. Hackney Company-Wyoming, MI

May 2018 to February 2019

Administrative Assistant

- Answer phone calls
- Process orders
- Design pages for sales books
- Help set up displays for potential customers

Picker/Packer

- Pick orders based on the customers wants and pack them in to a box or tote

Office Assistant

Alma College Advancement-Alma, MI

December 2015 to April 2017

- Plan events for Alma College students.
- Work in small and large groups.
- Work effectively and proficiently.
- Commit to all events and group meetings.
- Proficient in Excel, Word, and PowerPoint.
- Use Colleague effectively.
- Perform in the Alma College Phon-a-thon.
- Keep personal information private.
- Provide outgoing mail in timely matter.
- Perform odd small task.
- File documents
- Direct phone calls.
- Update files on excel and pdfs.

Carhop/Cashier

Sonic Drive-In-Wyoming, MI

April 2015 to September 2015

- Ensure a satisfactory dining experience.
- Be knowledgeable of the menu.
- Be polite, courteous, and prompt.
- Know how to answer or fix a complaint.
- Ensure the dining room is presentable.
- Perform side work tasks.
- Handle cash, checks, and credit.
- Work well with others.

Waitress

Steak N Shake-Wyoming, MI

April 2015 to September 2015

- Ensure a satisfactory dining experience.
- Be knowledgeable of the menu.
- Be polite, courteous, and prompt.
- Know how to answer or fix a complaint.
- Ensure the dining room is presentable.
- Perform side work tasks.
- Handle cash, checks, and credit.
- Work well with others.

Member

Alma College Union Board-Alma, MI
September 2013 to April 2015

- Plan events for Alma College students.
- Work in small and large groups.
- Work effectively and proficiently.
- Commit to all events and group meetings.
- Proficient in Excel, Word, and PowerPoint.

Waitress/Cashier

Elizabeth Kitchen-Wyoming, MI
June 2012 to February 2013

- Ensure a satisfactory dining experience.
- Be knowledgeable of the menu.
- Be polite, courteous, and prompt.
- Know how to answer or fix a complaint.
- Ensure the dining room is presentable.
- Perform side work tasks.
- Handle cash, checks, and credit.
- Work well with others.

Waitress

Colter's Family Restaurant-Grand Rapids, MI
May 2011 to June 2012

- Ensure a satisfactory dining experience.
- Be knowledgeable of the menu.
- Be polite, courteous, and prompt.
- Know how to answer or fix a complaint.
- Ensure the dining room is presentable.
- Perform side work tasks.
- Handle cash, checks, and credit.
- Work well with others.

Box Maker and Snack Packer

Snack Time Service-Grand Rapids, MI
May 2010 to September 2010

- Work with others on an assembly line.
- Communicate Effectively.
- Be aware of surroundings.
- Be flexible in multiple areas of work.

Education

Bachelor of Science in Biology

Alma College - Alma, MI
2013 to 2017

Health Sciences Early College Academy
2011 to 2012

Skills

- Microsoft Office (10+ years)
- Google Drive (8 years)
- Customer Service
- CSR
- Customer Care
- Customer Support
- Computer Skills (10+ years)
- Office Experience (4 years)
- Multi-line Phone Systems (2 years)
- Front Desk (3 years)
- Restaurant Experience
- Event Planning
- Laboratory Experience
- Kitchen Experience
- Merchandising
- Research
- Time Management
- Animal care
- Data collection
- Laundry
- Cleaning Experience

Certifications and Licenses

driver's license

Food Handler Certification

Groups

Alpha Phi Omega

September 2014 to April 2017

I am forever a brother of the National Service Fraternity, but my time ended for being considered active when I graduated College.

I was President and New Member Coordinator

FIRST Robotics Competition Team 858

September 2008 to May 2013

FRC is a international organization that challenges people in the STEM programs. I still actively volunteer as a mentor but no longer a student on the team.

I was team captain and mascot.

School Band Member

September 2006 to April 2017

I actively participated in the middle school, high school, and college bands.

Additional Information

I have previously volunteered for:

- Relay for Life
- Reubens Room Cat Sanctuary and Rescue
- Girl Scouts
- JDRF walk to Cure Diabetes



Fruitport Community Schools

Transportation Department

Fruitportschools.net

October 11, 2024

Mark Mesbergen
Jason Kennedy

Dear Mark and Jason,

I have submitted the paperwork for my retirement to the ORS . My last day of employment with Fruitport Community Schools will be Friday January 31, 2025.

It is time for me to begin the next chapter of my life doing the things I enjoy with my family and friends while I am still healthy enough to do them.

It has been a privilege to be a part of Fruitport Community Schools for the last 17-18 years. I am grateful for the opportunities and support I have received in my time here. I have enjoyed being a part of this school district, it will always be home to me.

Sincerely,

Kathy Randall
Director of Transportation
Fruitport Community Schools

Making A Child's World Safer, One Stop At A Time.

Accepted

10/11/2024



Kennedy, Jason <jkennedy@fruitportschools.net>

Fwd: Jennifer Schema Resignation Letter

Kelly, Monte <mkelly@fruitportschools.net>

Mon, Sep 23, 2024 at 9:20 AM

To: "Mesbergen, Mark" <mmesbergen@fruitportschools.net>, Allison Camp <acamp@fruitportschools.net>, Jason Kennedy <jkennedy@fruitportschools.net>, Trista Stingle <tstingle@fruitportschools.net>, "VanderMeulen, Danielle" <dvandermeulen@fruitportschools.net>

Please see Jennifer's email and resignation below.

----- Forwarded message -----

From: **Schema, Jennifer** <jschema@fruitportschools.net>

Date: Mon, Sep 23, 2024 at 8:41 AM

Subject: Jennifer Schema Resignation Letter

To: Monte Kelly <mkelly@fruitportschools.net>

September 23, 2024

From:

Jennifer Schema

16686 Sawmill Dr.

Spring Lake, MI 49456

To:

Monte Kelly

3113 E Pontaluna Rd

Fruitport, MI 49415

RE: Resignation

Dear Monte,

Please accept this letter as my formal resignation from my position as Reading Interventionist at Fruitport Middle School, effective two weeks from today's date, 9/23/24.

I appreciate the opportunities for growth and development you have provided during my tenure. Thank you for your repeated guidance and support.

Please let me know how I can be of help during the transition period.

Sincerely,

Jennifer Schema

Jennifer Schema

Reading Intervention Specialist

Office Phone: (231)865-4100, ext. 3035

Email: jschema@fruitportschools.net

Website: [Fruitport Middle School](#)

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Monte Kelly

Fruitport Middle School Principal

(231) 865-3128



Fruitport Community Schools
SPECIAL BOARD MEETING
Tuesday, October 8, 2024 – 6:00 p.m.

Location:

Fruitport Community Schools Central Office
Board of Education Meeting Room
3255 E. Pontaluna Rd.
Fruitport, MI 49415

MINUTES

I. CALL to ORDER

The Special Meeting of the Board of Education was called to order at 6:00 p.m. by Board President, Dave Hazekamp.

II. ROLL CALL

Present – Elroy Buckner, Kris Cole, Susan Franklin, Dave Hazekamp, Steve Kelly, JB Meeuwenberg. Absent: Tim Burgess.

III. APPROVAL OF AGENDA

Item 24-157. MOTION by Buckner, SECOND by Cole to approve the agenda, as presented.

MOTION CARRIED: 6-0; 1 absent

IV. REMARKS FROM THE PUBLIC: None

V. GENERAL BOARD BUSINESS

1. Regular Meeting Minutes - September 16, 2024

Item 24-158. MOTION by Kelly, SECOND by Buckner to approve the Regular Meeting Minutes from September 16, 2024, as presented.

MOTION CARRIED: 6-0; 1 absent.

2. Worksession to Discuss Potential May 2025 Ballot Proposition: No Action Taken

The Board discussed placing a ballot proposition on the May 2025 ballot for voter consideration. The Board discussed updates to the Master Facilities Plan and reviewed updates to the needs assessment, as well as cost estimates that were provided by members of the Owen-Ames-Kimball Company Team. Mark Mesbergen discussed the available funding sources to support such a project, the timeline of the potential project, and the duration of bonds to support the project. The Board discussed seeking a non-qualified bond project, as the District's improved credit rating allows the District to save taxpayers tens of millions of dollars over the life of the zero mill increase bond, should it be approved by voters.

Prioritization of infrastructure and programming needs were also discussed, along with developing a plan to seek feedback from stakeholders. Developing a communications plan, through community forums, a community survey, and other tools such as videos and social media was also discussed by the Board. The Board discussed prioritizing the construction of a new Edgewood Elementary School, early childhood programs, and other infrastructure and transportation needs based upon the needs assessment that was conducted by O-A-K and Tower Pinkster. Tower Pinkster was also present to discuss preliminary site design and conceptual images of a new elementary school. Next steps were discussed with the scheduling of community forums and a community survey being conducted to collect feedback, in addition to scheduling elementary site visits for staff and stakeholders.

Civil engineering, a feasibility study, and a traffic study will be conducted to provide additional information about the site to the Board.

VI. ADJOURNMENT

Item 24-159. MOTION by Buckner, SECOND by Franklin to adjourn.

MOTION CARRIED: 6-0; 1 absent.

The meeting adjourned at 7:30 p.m.

Respectfully submitted,

Susan Franklin, Board Secretary

Jason Kennedy, Acting Recording Board Secretary

Fall 2024 FTE Pupil Membership Count PRELIM!

Grade	Edgewood		Shettler		Beach		Elem Totals		Grand Total Elementary
	Reg Ed	Spec Ed	Reg Ed	Spec Ed	Reg Ed	Spec Ed	Reg Ed	Spec Ed	
ECSE				17.00					17.00
K	84.00	6.00	46.00	2.00	33.00	4.00	163.00	12.00	175.00
Gr 1	95.88	3.12	45.98	0.02	51.00	2.00	192.86	5.14	198.00
Gr 2	89.54	2.46	49.91	0.09	44.76	0.24	184.21	2.79	187.00
Gr 3	101.50	4.50	49.74	0.26	49.84	0.16	201.08	4.92	206.00
Gr 4	96.34	3.66	47.91	0.09	44.65	4.35	188.90	8.10	197.00
Gr 5	91.63	3.37	52.33	0.67	50.28	9.72	194.24	13.76	208.00
	558.89	23.11	291.87	20.13	273.53	20.47	1124.29	63.71	1188.00
Building Total:	582.00		312.00		294.00				
Change:	-5.50		-12.40		-2.00				
Grade	Middle School		High School		Alt Ed		Adult Options		Grand Total Secondary
	Reg Ed	Spec Ed	Reg Ed	Spec Ed	Reg Ed	Spec Ed	Reg Ed	Spec Ed	
6	196.53	6.47							196.53 203.00
7	199.23	7.77							199.23 207.00
8	198.88	7.12							198.88 206.00
9			209.51	6.49					209.51 216.00
10			200.73	5.27	1.00				201.73 207.00
11			182.77	4.37	6.83	0.17			189.60 194.14
12			195.33	8.07	13.00	0.00	20.00		228.33 236.40
	594.64	21.36	788.34	24.20	20.83	0.17			1423.81 1469.54
Building Total:	616.00		812.54		21.00		20.00		
Change	3.00		27.30		3.16		4.00		
Grand Total District K-12 Funding:									2,657.54
									2,639.98
									Fall 2023 Count
									17.56
									0.67%

TO: Local Superintendents
MCC President

FROM: Mary Schaab, President, Muskegon County Public School Boards Alliance
Randy Lindquist, MAISD Superintendent

DATE: September 26, 2024

SUBJECT: Fall Dinner Meeting – Wednesday, November 20, 2024

The following arrangements have been completed for the fall meeting. The meeting is for board members and central office administrators. Spouses and/or guests **ARE NOT** included in this activity.

DATE: **Wednesday, November 20, 2024**

TIME: **5:30 p.m.** Arrival & Tour of Career Tech Center

6:00 p.m. Dinner

6:45 p.m. Business Meeting – Treasurer’s Report

Program: Hear from Career Tech Center Leaders on CTC Program Offerings, Career Readiness, Community Partnerships & Student Success

8:00 p.m. Adjourn

PLACE: **Muskegon Area Career Tech Center**
200 Harvey Street, Muskegon

COST: **\$22.00 per person**

A reservation form is enclosed for your district. Your board members have received the invitation and have been asked to call your office with their reservations by Friday, November 8, 2024.

Please return the reservation form to Barb Irey no later than **Tuesday, November 12, 2024** (with check to follow). Please make checks payable to the MAISD.

Thank you.



RESERVATION FORM

Muskegon County Public School Boards Alliance Fall Dinner Meeting

Please make dinner reservations for _____ at **\$22.00** each for the Muskegon County Public Schools Boards Alliance Fall Dinner Meeting to be held at the **Career Tech Center**, 200 Harvey Street, Muskegon, MI 49442, on **Wednesday, November 20, 2024**.

Names of those attending: (please type or print)

Signed
Superintendent: _____

District: _____

Amount of check enclosed: \$ _____

Please make check payable to: **MAISD**

Mail to: Barb Irey, Senior Executive Assistant
MAISD
630 Harvey Street
Muskegon, MI 49442
Fax: 231-767-7299 or Email: birey@muskegonisd.org

PLEASE RETURN NO LATER THAN TUESDAY, NOVEMBER 12, 2024

BOARD ACTION REQUEST FORM

Meeting Date: October 21, 2024

To: Board of Education

Attachment #X-3

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:

Civil Engineering Study: Edgewood Elementary Masterplan, Traffic Study, and Soccer Field Drainage

Background Information:

Spalding DeDecker has prepared a proposal for services to assist Fruitport Community Schools with a feasibility study for the future replacement of the Edgewood Elementary School and to design drainage improvements for the existing soccer field. In addition, the feasibility study will analyze traffic data around the Edgewood Elementary site. The District worked with Rebecca Page, the Senior Project Manager at Spalding DeDecker, as a member of the team that built Fruitport High School. See the project description in the proposal for more information.

Financial Impact: The cost of each project is: Edgewood Elementary Feasibility Study - \$18,500, Traffic Study - \$19,850, Soccer Field Drainage Design Improvements - \$16,000, Reimbursable Fees - \$500. The projects will be funded out of the General Fund and are necessary for planning purposes.

Recommended Action:

To approve Proposal Number PR24-373 from Spalding DeDecker, as outlined above and discussed.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg

August 15, 2024

Mr. Jason Kennedy
Superintendent
Fruitport Community Schools
Fruitport Central Office
3255 E. Pontaluna Road
Fruitport, MI 49415

Re: Fruitport Community Schools
Edgewood Elementary School Feasibility Study & Soccer Field Drainage Improvements
Proposal No.: PR24-373

Dear Mr. Kennedy:

Spalding DeDecker (SD) is pleased to have this opportunity to present this proposal for services to assist Fruitport Community Schools (FCS) with a Feasibility Study for the Future Replacement of the Edgewood Elementary School and to design drainage improvements for the existing soccer field. Based on the information provided to us, we have prepared the following scope of work:

PROJECT DESCRIPTION

In 2016 the FCS voters approved a School Bond to increase the millage that would allow for the FCS district to complete significant improvements to Fruitport High School. The hope is that this millage increase would continue to be passed for future Bond work that would include the replacement of the Edgewood Elementary School in 2026/2027 followed by improvements to the other elementary schools as continuing future master planned Bond work.

The Edgewood Elementary School was constructed in 1950. With the age of this building, there have been significant issues with the upkeep and maintenance of the building. In addition, due to its location, there are multiple traffic issues which would need to be addressed with the future replacement of this building.

As part of the scope of work below, we are proposing to complete a traffic study which will help to define a master planned layout to optimize the traffic flow for the proposed layout. This task is quoted separately so that FCS can decide if this service should be included in the feasibility work for the Edgewood Elementary School improvements.

In addition to the master plan described above, FCS has expressed some drainage concerns with the soccer field. The soccer field is located west of the football field and track stadium. In 2021/2022, the Muskegon County Water Resources Commissioner's office (MCWRC) started work to design the North Point Drain which included a regional detention basin to be located on property acquired from FCS that is directly adjacent and to the west of the soccer field. As part of the North Point Drain improvements, the MCWRC also agreed to extend a 12-inch perforated pipe along the south side of the soccer field with the intent that FCS could connect soccer field drainage improvements to this storm sewer. The MCWRC will work with FCS to permit the proposed drainage improvements to discharge to the North Point Drain. Since the construction of the North Point Drain is not yet completed, we understand that FCS will provide the North Point Drain design information from the MCWRC for our review.

SD will rely on the previously completed survey and design drawing information to prepare the above-described master plan for the Edgewood Elementary School and soccer field drainage improvements. Since the majority of the area within the proposed project limits has not changed, the previously acquired survey information should provide the level of detail needed. However, we recommend that, prior to entering the design phase of the Edgewood Elementary School, an updated survey be completed for the limits of the project.

Geotechnical information and soils information was acquired for both the MCWRC North Point Drain project and for the FCS Stadium Improvements project. SD will review and utilize the previously acquired Geotechnical information for the design of the soccer field drainage. As a result, we do not anticipate coordinating with a Geotechnical Engineering for any new and updated information.

In addition, since the stormwater management design for a new Edgewood Elementary School would discharge to the low area south of the school building, a wetland and stream delineation should be completed at the commencement of the preliminary design for the project. Since a wetland delineation is only good for three (3) years, it is important that work be completed closer to the design and permitting of the project.

SCOPE OF WORK

We propose the following scope of services for the project:

Edgewood Elementary Master Plan & Feasibility Study –

FCS would like to develop a master plan for a new Edgewood Elementary School. This master plan would need to allow for a new building to be constructed while the existing building is utilized until the new building is completed. After the new building is completed, the existing Edgewood Elementary and Administration portions of the building will be demolished to allow for improvements to the parking lot and traffic circulation layout. As part of the master plan and feasibility study, SD will complete the following:

- Review existing survey information and previous design drawings.
- Acquire utilities as-built plans and review.
- Determine any utilities relocation(s) that may be required as part of the development of the new school.
- Review preliminary traffic information for evaluation of the driveway locations, onsite traffic circulation, and queuing for parent drop-off.
- Coordinate with TowerPinkster to acquire an approximate building footprint for the new elementary school.
- Develop up to three (3) concept layouts for review with FCS.
- Revise the preferred concept layout based on comments received from FCS.
- Prepare preliminary stormwater management calculations to determine approximate stormwater management storage requirements.
- Review and determine utilities service extensions and locations.
- Review fire protection and fire hydrant coverage requirements.
- Incorporate any additional preliminary design information into the layout and finalize layout to provide to FCS.
- Attend four (4) in-person meetings at FCS to discuss the master plan and feasibility work.

Traffic Study –

We will direct our traffic data collection vendor, Quality Counts, LLC, to collect two-hour turning movement counts during the AM and PM weekday peak school hours. Turning movement counts will be collected at the following locations:

- Pontaluna Road and Walker Road
- Pontaluna Road and the west Middle School driveway
- Pontaluna Road and the center Middle School driveway
- Pontaluna Road and the east Middle School driveway
- Pontaluna Road and the baseball field driveway
- Pontaluna Road and the west Elementary School driveway
- Pontaluna Road and the center Elementary School driveway
- Pontaluna Road and the east Elementary School driveway
- Pontaluna Road and 6th Avenue
- Pontaluna Road and 3rd Avenue
- 6th Avenue and the Adult Education School driveway
- 6th Avenue and the north High School driveway
- 6th Avenue and Oak Street/ school driveway
- 6th Avenue and Beech Street

24-hour volume and classification counts will also be collected on Pontaluna Road. Please also reference the attached traffic study location map.

Trips will be distributed on the network to analyze the impacts of the trips resulting from the proposed development. The distribution may utilize one of or a combination of a gravity model, overall traffic patterns based on collected and historical traffic data, and overall land use in the project area.

Historic traffic data will be used to determine a growth rate for background traffic. This growth factor will be applied to provide traffic volumes for the anticipated build-out year for the completion of the proposed development. Utilizing Synchro 11 traffic analyses, traffic operations analysis will be performed.

A traffic report including methodology, traffic analyses, circulation analyses, and any applicable recommendations and mitigation options (if needed) will be compiled for review. There are two meetings anticipated as part of this study, assuming one each with the Village of Fruitport and the Muskegon County Road Commission (MCRC). A final report will be delivered once the revisions have been made resulting from the meetings with the client, the Village of Fruitport, and MCRC.

Soccer Field Drainage Design Improvements –

We understand that the soccer field drainage design will go directly to design and permitting for construction. SD will acquire, review, and complete the following as part of this project scope:

- North Point Drain Design and Construction drawings as provided by MCWRC.
- Geotechnical Investigation and Soils Information completed for the North Point Drain as provided by the MCWRC.
- Geotechnical Report and Soils Information from the Football Stadium project provided by FCS.
- Complete stormwater management calculations to determine drainage pipe sizing and location for soccer field drainage.
- Prepare civil engineering design and drawings for improvement to the soccer field drainage.

- Submit FCS soccer field drainage design to the MCWRC for review and permitting.
- Revise FCS soccer field drainage design per review comments received from the MCWRC.
- Prepare project specifications for bidding and provide to FCS for bidding and construction.
- Finalize FCS soccer field drainage design and drawings and provide to FCS for bidding and construction.
- Attend one (1) in-person meeting with FCS and one (1) in-person meeting with MCWRC at FCS.

FEE SCHEDULE

We propose to provide our services through the construction phase for the following lump sum and estimated fees:

<i>Edgewood Elementary Master Plan & Feasibility Study</i>	<i>\$ 18,500</i>
<i>Traffic Study</i>	<i>\$ 19,850</i>
<i>Soccer Field Drainage Design Improvements</i>	<i>\$ 16,000</i>
<i>Reimbursable Fees</i>	<i>\$ 500 * (estimate)</i>

*Note: The reimbursable fees are an estimated cost for mileage, parking fees, permit application and review fees. The cost provided is an estimate only and actual fees will be billed as a direct reimbursable with a 10% mark-up.

ADDITIONAL SERVICES

The tasks listed above are the extent of the proposed Scope of Services. Any work not specifically described herein is not included in the Scope of Work for this Project. SD would be pleased to provide additional proposals to facilitate any additional services tasks that may become necessary for this project. Some of these services may include:

- Survey Work
- Wetland and/or Stream Delineation / EGLE Wetland Identification Program (WIP) or Permitting
- Environmental / Geotechnical Services (Including Onsite Field Permeability Testing)
- Leading Bidding Process
- State and/or Village Review Processes
- Full Civil Engineering Design of Edgewood Elementary School Site
- Landscape Architecture Services

PROJECT ASSUMPTIONS / UNDERSTANDINGS

In preparing this proposal, we have assumed the following:

- FCS will provide the North Point Drain information that was received from the MCWRC. SD may contact the MCWRC reviewing engineer to further discuss the details of the soccer field drainage connection to the North Point Drain.

- Survey work would be completed following the Edgewood Elementary School master plan and feasibility study prior to commencement of the design phases of the Project.
- The existing Geotechnical information is adequate for the scope of work described above with new Geotechnical engineering and soils investigation being completed at the commencement of the design and permitting phases for the Edgewood Elementary School.
- A wetland and stream delineation of the low area south of the Edgewood Elementary School would be completed prior to commencement of the design phases of the Project. At that time, it will be determined if a Wetland Identification Program (WIP) will be filed with the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- Owner shall pay all review, application, and permit fees for the project, unless it is preferred that SD pay the necessary fee(s) for the review and/or application fees and include as a reimbursable with a 10% mark-up on the next invoicing cycle for the Project.
- A building footprint will be provided by TowerPinkster for use in generating the conceptual layouts for the Edgewood Elementary School.
- The design and permitting phases for the Edgewood Elementary School project would commence following an approved Bond vote from the community.

PROJECT SCHEDULE

At the commencement of the Edgewood Elementary School Master Plan and Feasibility portion of the project, SD will coordinate with FCS to determine an anticipated project schedule for necessary deliverables understanding that this information needs to be prepared and provided to the FCS school board prior to the 2026 Bond advertisement to the public.

Per our discussions with FCS, we understand that the soccer field drainage improvements would not be completed until summer 2025. We will work through the design and permitting with the intent of providing drawings for bidding by January/February 2025. However, if FCS has other design schedule needs, please let SD know and we will work through a revised schedule.

PROJECT STAFFING

The SD Project team has multiple years of K-12 school related experience. Our quality team for this project may consist of the following team members:

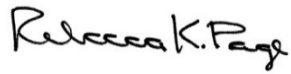
- Rebecca K. Page, P.E. – Senior Project Manager – Project Point of Contact
- Collin DePrekel, P.E. – Asst. Project Manager / Lead Project Engineer
- Tom Sovel, P.E. – Director of Land Development – QA/QC
- Steve Morris – Project Engineer
- Lynsey Baker – Staff Engineer

Please note that SD can provide a Project Organization Chart and/or Resumes of the Project Team should TowerPinkster have a need for any of this additional information.

Thank you again for this opportunity, and we look forward to contributing to the success of this project. If this proposal is acceptable, please sign below to indicate your acceptance.

Sincerely,

Spalding DeDecker



Rebecca K. Page, P.E.
Senior Project Manager

Enclosures: Traffic Study Location Map
Hourly Rates
Terms & Conditions

CC: John Winkas – FCS Director of Operations (via email)
Tom Kaywood – TowerPinkster (via email)
Alexis Orr – TowerPinkster (via email)
Collin DePrekel, P.E. – Spalding DeDecker (via email)

Accepted by:

Fruitport Community Schools

Printed Name: _____

Title: _____

Date: _____

FCS Traffic Study

Study area and traffic count locations

Legend



Proposed site location

FRUITPORT

Google Earth

2000 ft



HOURLY FEE SCHEDULE
Effective January 1, 2024

PROFESSIONAL SERVICES

Where it is agreed that fees for our services will be based upon the time worked on the project, such fees will be computed at the following Hourly Rates, for each of the following classified services.

CLASSIFICATION	HOURLY
Project Executive	\$223.00
Senior Project Manager	\$200.00
Project Manager	\$183.00
Senior Planner	\$166.00
Senior Project Engineer 3	\$175.00
Senior Project Engineer 2 / Assistant Project Manager +	\$166.00
Senior Project Engineer +	\$150.00
Associate Planner	\$124.00
Project Engineer +	\$138.00
Engineer +	\$126.00
Planner +	\$92.00
Graduate Engineer +	\$110.00
Senior Designer +	\$139.00
Designer +	\$116.00
Senior Mapping Specialist +	\$137.00
Mapping Specialist +	\$125.00
Senior CAD Technician +	\$115.00
CAD Technician 2 +	\$106.00
CAD Technician 1 +	\$100.00
Engineering Technician +	\$96.00
Sr. Project Surveyor +	\$165.00
Project Surveyor +	\$140.00
Senior Survey Technician +	\$135.00
Survey Technician +	\$125.00
Senior Survey Assistant +	\$85.00
Survey Assistant +	\$75.00
One (1) Person Survey Crew (W/ Robotic Equipment) +	\$140.00
Two (2) Person Survey Crew +	\$200.00
Contract Administrator / Resident Project Representative +	\$134.00
Construction Technician 3 +	\$115.00
Construction Technician 2 +	\$102.00
Construction Technician 1 +	\$88.00
Confined Space Specialist +	\$144.00
2 Person O & M Crew +	\$310.00
Office Technician +	\$125.00
Soil Erosion Inspector +	\$94.00

Professional Traffic Engineer	\$168.00
Graduate Traffic Engineer +	\$123.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$125.00
Recreation Planner	\$120.00
Landscape Designer/Horticulturist	\$100.00
Landscape Designer 2	\$90.00
Landscape Designer 1	\$75.00
Design Technician	\$50.00

TERMS AND CONDITIONS

Access To Site:

The client affirms that it has legal rights to work on the property, and unless otherwise stated, SDA will have access to the site and adjacent sites for activities necessary for the performance of the services.

Billings/Payments:

Invoices for SDA's services shall be submitted, at SDA's option, either upon completion of such services or on a monthly basis. If the client has questions or concerns regarding the invoice, the Client must notify SDA in writing within 10 days of the invoice date. Not providing such notification to SDA in this manner will indicate the Client's acceptance of the invoiced amount for payment. If a portion of the invoice is in question, the client shall be obligated to pay any portion not in question. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, SDA may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Client agrees that payments to SDA are not subject to local or state agency approvals, permit acquisitions, third party agreements, project financing, or closings. Retainer amount, if indicated on the proposal, shall be credited on the final invoice.

Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Lien Rights:

SDA shall have all the construction lien rights pursuant to the Michigan Construction Lien Law (MCLA 570.571 et seq) and as client makes payments, SDA will issue partial or full and unconditional waivers of lien (as the case may be) to the client. Waivers may be conditional if payment is not in hand. Client agrees that the services by SDA are considered property improvements and the Client waives the right to any legal defense to the contrary.

Indemnification:

The Consultant agrees to indemnify and hold harmless the Client, its officers, directors and employees against all damages arising directly from the Consultant's negligent performance of the services under this Agreement. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Consultant has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's negligence.

Errors and Omission:

It is recognized by the Owner and SDA that no set of contract documents are error or omission free. In light of this fact, the Owner and SDA agree that:

1. If errors and/or omissions in the project are detected in the contract documents before the work is in place, the cost of any re-design required to incorporate the item or feature omitted or to correct the error shall be borne by SDA. The cost to change the documents shall be the limit of SDA's liability. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature shall be borne by the owner.
2. If errors in the project are detected in the contract documents after the work is in place, and if revision, removal or replacement of a portion of the work is required, the SDA shall bear the cost for this revision, removal and/or replacement. However, if the replacement item is of a higher value than what was removed, the difference in value shall be borne by the Owner as it adds betterment to the project.
3. If omissions in the project are detected after bidding, and a change order is required to address the omission, and the total of all omissions detected exceed the national "standard of care" average of 3.0%, the architect shall bear the costs associated with premium charges that would not have been incurred if the omitted item was included in the original bidding documents.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and SDA, the risks have been allocated such that each party agrees that, to the fullest extent permitted by law, SDA's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$10,000.00 or the contract amount, whichever is greater, and that an award of damages not to exceed such fee is the Client's sole and exclusive remedy against SDA. Such causes include, but are not limited to, SDA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Standard of Care:

In providing services under this Agreement, SDA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SDA makes no warranties, express or implied, under this agreement or otherwise, in connection with any services performed or furnished by SDA. Upon notice to SDA and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

Affidavit of Merit for Claims against SDA:

If the Client files an action alleging malpractice or negligence against SDA, Client shall file with the complaint an affidavit of merit signed by an engineer duly licensed in the State where the project is located. The licensed engineer shall state in the affidavit of merit all of the following:

- (a) that he or she has reviewed all records supplied by the Client concerning the conduct that is the subject of the affidavit.
- (b) that he or she has reviewed the applicable standard of practice or care.
- (c) that it is his or her opinion that the applicable standard of practice or care was breached by SDA.
- (d) a detailed description of the actions that should have been taken or omitted by SDA to have complied with the applicable standard of practice or care.
- (e) the manner in which the breach of the standard of practice or care was the proximate cause of the alleged injury to the Client.

To qualify to sign an affidavit of merit, an individual shall be licensed as an engineer in the state where the project is located, and during the year immediately preceding the date of the conduct that is the subject of the affidavit, have devoted a majority of his or her professional time to the active practice of engineering on projects of a similar nature.

Attorney Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

Termination of Services:

This agreement may be terminated by the Client or SDA should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay SDA for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents and Electronic Files:

All documents and files produced by SDA under this agreement shall remain the property of SDA and may not be used by the Client for any other endeavor without the written consent of SDA. SDA shall retain all common law, statutory and other reserved rights, including the copyright thereto. If CAD files are requested and SDA agrees to release the files, a service fee will be required along with a signature on SDA's standard release form.

Reimbursable Expenses:

The following items are reimbursable to the extent of 110% of actual expenses accrued for the project: 1.) printing and reproductions, 2.) Shipping, Handling, and/or Delivery, 3.) Renderings, 4.) Expense of overtime work if authorized by the owner.

Certificates, Guarantees, and Warrantees

SDA shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of SDA, increase SDA's risk or the availability or cost of its professional or general liability insurance. This includes documentation pertaining to guarantees, certificates, and warrantees.

Code Compliance

SDA shall exercise usual and customary professional care in its efforts to comply with all laws, codes and regulations in effect as of the date of this proposal. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle SDA to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, SDA shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with SDA in an effort to resolve this conflict.

Construction Phase Services

It is understood and agreed that SDA's Basic Services under this Agreement include project observation or review of the Contractor's performance or any other construction phase services as a T&M service. If the client chooses to handle construction phase services on their own, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against SDA that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SDA, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of SDA or its subconsultants. If the Client requests in writing that SDA provide any specific construction phase services, then they shall be compensated for as Additional Services as provided this proposal.

Contractor Insurance and Indemnity Requirements

The Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its subconsultants as Additional Insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor SDA, their respective officers, directors, partners, employees, contractors or subconsultants 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 the Client and SDA 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.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and SDA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and SDA further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

If litigation or arbitration related to the services performed is initiated against SDA by the Client, its contractors, or subcontractors, and such proceeding concludes with the entry of a judgment or award favorable to SDA, the Client shall reimburse SDA its reasonable attorney fees, expert fees, and other expenses related to the proceeding. Such expenses shall include the cost, determined by SDA's normal hourly billing rates, of the time devoted to the proceedings by SDA's employees.

Force majeure.

None of the parties shall be deemed in default of this agreement, to the extent that any delay or failure in the performance of its obligations under this agreement results from any cause beyond its reasonable control, such as acts of god, acts of civil or military authority, embargoes, epidemic/pandemic (inclusive of delays, manpower shortages, jobsite safety restrictions and change in protocol caused by the covid-19/coronavirus), war, riots, insurrections, fires, explosions, earth quakes, floods, unusually severe weather conditions, labor problems or unavailability of parts or in case of a computer system failure. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. If the contractor or owner requires acceleration by the subcontractor or consultant, the subcontractor or consultant would be entitled to compensation for the acceleration.

Fast Track Projects (only where applicable and noted as such in the proposal or agreement)

In consideration of the benefits to the Client of employing the fast track process (in which some of the Consultant's design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to the Consultant, the Client agrees to waive all claims against the Consultant for design changes and modification of portions of the Work already constructed due to the Client's decision to employ the fast track process. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Consultant.

The Client further agrees to compensate the Consultant for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's program requirements because of the Client's decision to construct the Project in a fast track manner.

Betterment

If, due to SDA's negligence, a required item or component of the project is omitted from the construction documents, SDA shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will SDA be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

Jobsite Safety

Neither the professional activities of SDA, nor the presence of SDA or its employees and subconsultants at a construction/project site, shall relieve the General 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. SDA 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. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, SDA, and SDA's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Opinions of Probable Construction Cost

In providing opinions of probable construction cost, the Client understands that SDA 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 SDA's opinions of probable construction costs are made on the basis of SDA's professional judgment and experience. SDA makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from SDA's opinion of probable construction cost.

Permits and Approvals

SDA shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which SDA's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by SDA and included in the scope of Basic Services of this Agreement. SDA makes no guarantees that permits will be issued, and payment to SDA is not contingent upon approvals or permits being issued.

Utility Surveys

If a utility survey is part of SDA's scope of services, we will make reasonable efforts to locate and accurately depict existing utilities on the survey drawing. SDA's efforts will include research and gathering of data from the appropriate utility authorities, field locating visible surface features, and measuring depths and directions of underground utilities where visible. If SDA finds that inverts or pipe directions cannot be determined due to debris or obstructions in manholes, gate valves, catch basins, etc., we will notify the Client of the situation and recommend cleanout of the structures. If a return visit is required to obtain invert data after field work is complete, this will result in additional fees. If the client chooses not to clean out the structures, SDA will not be held liable for conflicts or problems that occur as a result of utilities that we were unable to locate. Unless specifically stated in the proposal, SDA's services do not include subsurface investigation measures to locate underground utilities. This includes sonar, radar, or laser ground penetration devices, as well as physical excavation to determine utility locations.

Boundary Surveys

Due to the nature of a boundary survey, boundary problems occasionally can arise that may require additional fees to be assessed. If these extenuating circumstances occur while performing the boundary survey, the client will be notified immediately as to the problem. Examples of such problems are gaps or overlaps in legal descriptions, ambiguous legal descriptions, insufficient or incomplete title work, occupation issues with actual legal descriptions, monumentation discrepancies, etc. Additional fees are typically needed to research and solve these problems by searching grantor / grantee records and the additional field work that follows so that the surveyor can come to a conclusion and certify the survey.

BOARD ACTION REQUEST FORM

Meeting Date: October 21, 2024

To: Board of Education

Attachment #X-4

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:

Adoption of Website Accessibility Standard and Website Accessibility Notice

Background Information: The Resolution Agreement with the Office for Civil Rights (OCR) requires that the District adopt an accessibility standard. In addition, the District must provide notice on its website that describes how people with disabilities can inform the District of any technology related barriers to website access. The District will adopt the Web Content Accessibility Guidelines (WCAG), version 2.1, Level AA, as recommended by OCR. In addition, a fully-accessible notice will be posted to the District’s webpage. The accessibility notice will state: “For assistance with accessibility to content on this website or documents produced by Fruitport Community Schools, please contact: webmaster@fruitportschools.net.”

Financial Impact: Staffing time and costs associated with implementation of the Resolution Agreement.

Recommended Action:

To approve and adopt the Web Content Accessibility Guidelines (WCAG), version 2.1, Level AA as the accessibility standard used by the District, and to approve and adopt the website accessibility notice, as discussed.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg

WCAG 2.1 Checklist



Be
Accessible®

What is WCAG?

The Web Content Accessibility Guidelines (WCAG) provide extensive guidance on how to develop an accessible website for people with a wide range of disabilities including auditory, cognitive, neurological, physical, speech, and visual disabilities.

The Worldwide Web Consortium (W3C) creates protocols and guidelines for the World Wide Web including standards for things such as HTML and CSS. W3C's Web Accessibility Initiative (WAI) focuses on using these standards to apply accessibility. WAI's goal for WCAG is to provide accessibility to everyone regardless of whether or not they have a disability that would otherwise hinder what they can do.

WCAG organizes its success criteria based on four basic principles commonly known as POUR. It requires websites to be

Perceivable

Information and user interface components must be presentable to users in ways they can perceive.

Operable

User interface components and navigation must be operable.

Understandable

Information and the operation of user interface must be understandable.

Robust

Content must be robust enough that it can be interpreted by a wide variety of user agents, including assistive technologies.

How do I use WCAG?

Web accessibility testing involves an extensive step-by-step process of manual evaluation and is best achieved during the development phase of a website.

WCAG's four principles include testable success criteria that are divided into three levels of conformance: Level A, Level AA, and Level AAA. Each level is defined based on a set of success criteria with Level A requiring the minimum amount of accessibility and Level AAA requiring the most extensive amount of accessibility.

After deciding which level your organization must comply with, use the checklist on the succeeding pages to test each element of your website against each success criterion. (Since Level AA is the level most often required, this checklist includes success criteria up to Level AA.)

Additionally, you can find WCAG online at <https://www.w3.org/TR/WCAG21/>

Is WCAG Enough?

Although WCAG is extensive, confirming a website is accessible also includes real user testing. Include persons with disabilities in your manual web accessibility testing process.

WCAG 2.1 Checklist

This straightforward website accessibility checklist gives business owners, accessibility professionals, graphic designers, user interface (UI) and user experience (UX) designers, web developers, and project leads a way to integrate accessibility into their work flows.

Website: _____

Date: _____

Perceivable

Information and user interface components must be presentable to users in ways they can perceive.

Guideline	Description	Notes	Pass/Fail
1.1.1 Non-text Content (Level A)	<p>Images have equivalent alt text.</p> <p>Decorative images that do not convey information have a null (alt= "") alt attribute.</p> <p>Form inputs have labels.</p>		
1.2.1 Audio-only & Video-only (Prerecorded) (Level A)	<p>Prerecorded audio-only content has a text-transcript that presents equivalent information.</p> <p>Prerecorded video-only content has a text-transcript or audio description that presents equivalent information.</p>		
1.2.2 Captions (Prerecorded) (Level A)	Prerecorded video content has synchronized captions present.		
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	If prerecorded video content contains relevant visual content not already presented in the audio and synchronized captions, there is a transcript or audio description present.		
1.2.4 Captions (Live) (Level AA)	Live media containing audio has synchronized captions.		

<p>1.2.5 Audio Description (Prerecorded) (Level AA)</p>	<p>Prerecorded video content has audio descriptions present for relevant visual content not already presented in the audio.</p>	
<p>1.3.1 Info and Relationship (Level A)</p>	<p>Semantic markup (HTML) is used correctly to convey information, structure, and relationships.</p>	
<p>1.3.2 Meaningful Sequence (Level A)</p>	<p>Content is presented in a meaningful order both visually and semantically.</p>	
<p>1.3.3 Sensory Characteristics (Level A)</p>	<p>Instructions are provided in a way that does not rely solely on shape, color, location, or sound.</p>	
<p>1.3.4 Orientation (Level AA)</p>	<p>Orientation is not limited to portrait-only or landscape-only views.</p>	
<p>1.3.5 Identify Input Purpose (Level AA)</p>	<p>Autocomplete is enabled for input fields when the field requires <u>certain information</u> about the user.</p>	
<p>1.4.1 Use of Color (Level A)</p>	<p>Color is the not the only means of conveying information including distinguishing links from surrounding text.</p>	
<p>1.4.2 Audio Control (Level A)</p>	<p>Audio that plays for more than 3 seconds can be stopped and/or paused and includes a mechanism to adjust the volume level.</p>	
<p>1.4.3 Contrast (Minimum) (Level AA)</p>	<p>The contrast ratio between text or images of text and their backgrounds is at least 4.5:1 for normal text and 3:1 for large text* unless it is a logo or pure decoration**.</p>	
<p>1.4.4 Resize Text (Level AA)</p>	<p>Text can be resized up to 200% without loss of content or function.</p>	
<p>1.4.5 Images of Text (Level AA)</p>	<p>Text is presented as real text and not within images.</p>	

<p>1.4.10 Reflow (Level AA)</p>	<p>Content is designed responsively so it can be viewed at 320 pixels wide without loss of content or function</p>	
<p>1.4.11 Non-text Contrast (Level AA)</p>	<p>The visual presentation of interactive components such as buttons and form controls have a contrast ratio of at least 3:1</p>	
<p>1.4.12 Text Spacing (Level AA)</p>	<p>The following spacing can be adjusted without the loss of content or function:</p> <ul style="list-style-type: none"> • Paragraph spacing can be adjusted to 2 times the font size. • Line-height can be adjusted to 1.5 times the font size. • Letter spacing can be adjusted to .12 time the font size. • Word spacing can be adjusted to .16 times the font size. 	
<p>1.4.13 Content on Hover or Focus (Level AA)</p>	<p>For content presented as a result of hover or focus:</p> <ul style="list-style-type: none"> • Content is dismissible without moving pointer or focus unless the additional content communicates an input error or does not obscure or replace other content. • The pointer can be moved over the new content without the additional content disappearing. • The additional content remains visible until the hover or focus is removed, the user dismisses it, or the additional information is no longer valid. 	

Operable

User interface components and navigation must be operable.

Guideline	Description	Notes	Pass/Fail
2.1 Keyboard (Level A)	All functionality is operable with a keyboard without requiring specific timing for individual keystrokes unless there is no known way using a keyboard.		
2.1.2 No Keyboard Trap (Level A)	If the keyboard focus can be moved to an element of the page, then focus can be moved away from the element using only the keyboard.		
2.1.4 Character Key Shortcuts (Level A)	If a keyboard shortcut is implemented using a letter, punctuation, number, or symbols, a user is able to disable the keyboard shortcut, change the shortcut to a non-printable key (Ctrl, Alt, etc.), or is only activated when the user interface component has focus.		
2.2.1 Timing Adjustable (Level A)	If a time limit is present, the user can turn off, adjust, or extend the time limit unless the time limit is on a real-time event (e.g. auction) or the time limit is longer than 20 hours.		
2.2.2 Pause, Stop, Hide (Level A)	A user can pause, stop or hide content that automatically moves, blinks, or scrolls (e.g. carousels or slideshows) and lasts longer than 5 seconds. A user can pause, stop, or hide or manually control the time of updates to automatically updated content.		
2.3.1 Three Flashes or Below Threshold (Level A)	There is no content that flashes more than three times in any one second period unless the flash is below the general flash and red flash thresholds .		

2.4.1 Bypass Blocks (Level A)	Skip links are provided to bypass content repeated on multiple pages (e.g. navigation menus)	
2.4.2 Page Titled (Level A)	Web page has an accurate and descriptive title.	
2.4.3 Focus Order (Level A)	Focusable elements have a focus order that preserves the meaning and operability of the page.	
2.4.4 Link Purpose (In Context) (Level A)	Link text is descriptive allowing the purpose of the link to be determined by the linked text along or along with its surrounding text, list items or headings.	
2.4.5 Multiple Ways (Level AA)	There is more than one way to find each web page except when the page is a result of a step in a process. (e.g. table of content, search)	
2.4.6 Headings & Labels (Level AA)	Headings and labels are descriptive.	
2.4.7 Focus Visible (Level AA)	All focus indicators are visible.	
2.5.1 Pointer Gestures (Level A)	Multipoint or path-based gestures (e.g. pinching, swiping) that are not essential to function can be performed with a single pointer. For single-pointer gestures (e.g. button activation), one of the following is true: <ul style="list-style-type: none"> • The down event of the pointer is not used to execute any part of the function. • The function can be aborted or undone before it is completed. • The up-event reverses any outcome of the preceding down-event. • Completing the function on the down-event is essential. 	
2.5.2 Pointer Cancellation (Level A)		
2.5.3 Label in Name (Level A)	UI components with labels that include text or images of text include visible text in its accessible name (label, alternative text, etc.)	

2.5.4 Motion Actuation (Level A)	Functionality that can be operated by device motion or user motion can be disabled and also be operated by user interface components (e.g. buttons).	
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Understandable
Information and the operation of user interface must be understandable.

Guideline	Description	Notes	Pass/Fail
3.1.1 Language of Page (Level A)	The language of the page is declared (e.g., <html lang="en">).		
3.1.2 Language of Parts (Level AA)	If content is in a different language than declared in the language of the page, the language is declared (e.g., <p lang="es">).		
3.2.1 On Focus (Level A)	Elements do not change when they receive focus.		
3.2.2 On Input (Level A)	Elements do not change when they receive input.		
3.2.3 Consistent Navigation (Level AA)	Repeated navigation menus are repeated consistently.		
3.2.4 Consistent Identifications (Level AA)	Elements such as buttons and icons are used consistently throughout the website.		
3.3.1 Error Identification (Level A)	Input error are clearly identified in text.		
3.3.2 Labels or Instructions (Level A)	Content requiring user input includes labels and instructions.		
3.3.3 Error Suggestion (Level AA)	Suggestions to correct an input error are provided unless the suggestion jeopardizes the security or purpose of the input.		
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Legal or financial data that allows user to change or delete the data also allows users to reverse submission, check for and correct errors, and confirm data before finalizing submission.		

Robust

Content must be robust enough that it can be interpreted by a wide variety of user agents, including assistive technologies.

Guideline	Description	Notes	Pass/Fail
4.1.1 Parsing (Level A)	HTML content is error free and validated .		
4.1.2 Name, Role, Value (Level A)	The name, role, and value of elements are presented using validated HTML. ARIA is not required, but if it is used, it is used correctly.		
4.1.3 Status Message (Level AA)	Status messages that do not receive focus are presented to assistive technologies such as screen readers.		

*Large text is defined as at least 18pt or 14pt and bold.

**Pure decoration is defined as serving only an aesthetic purpose, provided no information, and having no functionality.

Link URLs:

- Input Purposes for User Interface Components: <https://www.w3.org/TR/WCAG21/#input-purposes>
- General Flash and Red Flash Thresholds: <https://www.w3.org/TR/WCAG21/#dfn-general-flash-and-red-flash-thresholds>
- HTML Validator: <http://validator.w3.org/>

Business and Finance Committee

Friday, October 11, 2024

12:00 p.m., Superintendent's Office

Meeting Minutes

Attendance: Kris Cole, Paul Matz (Rehmann), Elroy Buckner, Jessica Wiseman, and Mark Mesbergen

1. Annual Audit Update

Paul Matz provided an overview of the completed audit for the 2024 fiscal year. There were no findings and Rehmann gave Fruitport the highest audit opinion. Paul will present at the upcoming board meeting.

2. Prefabricated Storage Buildings

To the south of Beach Elementary, the district has two portables that used to house the OT/PT staff along with some of their materials. In the past couple of years, those portables were converted to storage only due to the age and condition of them. ESU and John created an RFP to replace the current two as the portables are past their useful life. Mast Mini Barns was the only bidder. Their quote was better than what John thought we would receive. The district is looking to buy two for a total price around \$33,000. The ESU is paying for this so all 4 districts will split the cost during the billing process.

Meeting adjourned at 12:38 p.m.

Respectfully submitted by Mark Mesbergen

BOARD ACTION REQUEST FORM

Meeting Date: October 21, 2024

To: Board of Education

Attachment #

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:
2023-2024 Annual Financial Audit Report

Background Information:

Representatives from Rehmann audited the 2023-2024 financial reports for the District and have presented the audit at the Business and Finance committee meeting held this month. The financial audit is a clean, unmodified opinion, and in accordance with the generally accepted government auditing standards.

Financial Impact:

Audit fees were according to the Board approved audit agreement, and were paid out of the general fund.

Recommended Action:

To approve the acceptance of the 2023-2024 annual financial audit report, as presented by Rehmann.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg

BOARD ACTION REQUEST FORM

Meeting Date: October 21, 2024

To: Board of Education

Attachment #XI-3

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:
Prefabricated Storage Buildings at Beach Elementary

Background Information:

The two current portables have reached their useful life and it is time to replace them. John and Greg worked together to determine what is needed and then created an RFP. Mast Mini Barns was the only bidder, however, John stated that this prices per storage building was better than expected.

Financial Impact:

\$33,142.00 coming out of the ESU budget's. All 4 districts will pay their portion when the bills go out.

Recommended Action:

To approve the bid from Mast Mini Barns and purchase two barns for a total cost of \$33,142.00 coming out of the Eastern Service Unit's budget.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg

APPENDIX A

Proposal:

Requirements for the buildings:

Style: Garage

Siding: Painted

Sidewall height: 7' 4"

Size: 14' x 40'

Roof: 25-year shingles w/ Ice guard 16" OC Rafters built to engineer spec for a 70lb snow load

yes

yes

Colors

Siding color: Navy Blue

Trim Color: Cape Cod Gray

Roof Color: Charcoal Grey

Roof ridge vent 32'

2-Half round top vents: White

yes

Doors

8' x 7' Metal (white) roll up door

36" Single Metal door with Frame (White)

Fiberglass

yes

Floors

Base 4" x 4" skid

Floor joist 12" OC

3/4" Plywood flooring

Pull up door positioned on end wall, 36" service door will be on right side next to roll up door. (Will confirm with vendor on placement when bid is awarded)

yes

yes

Walls: 2" x 4" ^{16'} 24" OC

1/2" 4 ply plywood or OSB (Please specify which one in base bid)

Painted siding (Navy Blue)

yes

5/8" ply

TOTAL PROPOSAL PRICE PER BUILDING:

16571.

Tax Exempt ??

W.O. Tax

MAST Mini Barns

Alvin Mast

231-924-3895



Phone: 231-924-4555
lakelandsheds.mi@gmail.com

TRUCKER'S NAME

DROP FEE _____ / PERMITS

MILES _____ / ESCORT

CASH SALE RENT TO OWN EST. DATE 10/1/24 ORDER DATE 1/1
HOME PHONE () _____ CELL PHONE () _____
WORK PHONE 231-965-4005 FAX NUMBER 231-965-4022
E-MAIL ADDRESS _____

SER. #: _____ SITE: _____ SIZE: 14x40 STYLE: Garage 13705

SALESMAN / SOLD BY ALVIN DEALER _____

NAME Fruitport Schools

ADDRESS 3255 Pontaluna Rd.

CITY Fruitport Mi. ZIP 49415

DOUBLE DOORS TO: COLORS:

FRONT SHINGLES charcoal grey

BACK SIDING Navy Blue

DRIVER SIDE ROOF LINE TRIM cap cod grey

PASSENGER SIDE CORNER TRIM C C G

MULE DELIVERY WINDOW TRIM _____

APPROX. DELIVERY DATE _____ SHUTTERS LOUV SLAT

DOOR TRIM C C G

DOOR 5 DOOR 5 VENT COLOR C C G

FLOWER BOX _____

SPECIAL INSTRUCTIONS:

SERIES: PRO PREMIUM ELITE

SIDING: PAINTED VINYL VERTICAL B&B

TRIM PACKAGE: STANDARD DELUXE 1370

SHINGLES: STANDARD ARCHITECTURED STEEL

FLOOR: 1/2" 5/8" 3/4" TREATED INS. FLOOR

ROOF: 16" OC RAFTERS 24" OC RAFTERS PLYWOOD OSB 685
 12" OC RAFTERS BUILT TO ENGINEERS SPECS 60# SNOW LOAD 70# SNOW LOAD

DOORS

SECT GARAGE DOOR OUTSIDE LOCK DOUBLE DOORS ROLL-UP

VINTAGE DOOR FIBERGLASS PRE-HUNG WHITE BROWN 452

DURATEMP W/TRANSOM DURATEMP CLAY (8X) AND 9X7

DOOR SIZE: 36" solid 8x7 R.H.

WINDOWS WHITE BROWN BLACK

WINDOWS WITH SCREEN & SHUTTERS QUANTITY _____

18x27 21x27 24x36 30x36

VINTAGE _____ 10x72 TRANSOM* (*White Only)

24x36 INS* 48x36 INS* 18x72 TRANSOM* Floor Joint 12" o.c. N.C.

ACCESSORIES

FLOWER BOX 1/2 ROUND VENT 2 LOFT SIZE _____

RIDGE VENT 32 i. SKYLITE _____ RAMP _____ 160.

WORKBENCH/SIZE _____ INTERIOR PAINT/COLOR _____

SHELF BELOW/SIZE _____ 16x48 PEG BOARD _____

DELIVER TO:

ADDRESS _____

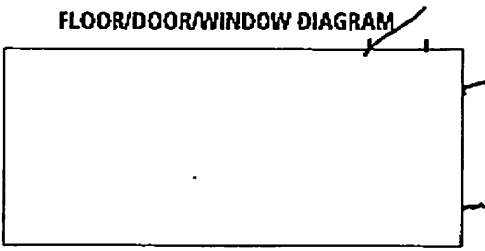
LOT # _____

REMARKS:

I agree to purchase the structure detailed in this agreement and accept the terms on the reverse side.

(Customer Signature) _____

Mast Mini Barns Delivery



SUB TOTAL	16372
TAX	
TRUCKING	199
LABOR	
TOTAL SALE	16571
DEPOSIT	
BALANCE DUE	



Personnel Committee
Monday, October 14, 2024
5:00 p.m.

MEETING MINUTES

Meeting Location:

Fruitport Community Schools Central Office
3255 E. Pontaluna Rd.
Fruitport, MI 49415

Attendance:

The meeting was called to order at 5:00 p.m. Steve Kelly, JB Meeuwenberg, and Jason Kennedy were present.

- 1. October 2024 Personnel Report** - The Committee reviewed the Personnel Report for October 2024. This report included each of the recommendations for new hire, resignations, retirement notices, transfers, and positions that are still posted and vacant in the District.
- 2. Staff Member Discipline Update** - The Committee discussed an update pertaining to an investigatory interview that was conducted with a staff member, and the potential disciplinary action that may result from the findings of that investigation.
- 3. Substitute Teacher Compensation:** The Committee discussed the need to consider increasing the daily pay rate for substitute teachers in the District. The District is recommending that the compensation for substitute teachers be set at a daily rate of \$125 to align with the rate that neighboring districts are paying substitute teachers.
- 4. Other:** None
- 5. Public Comment:** None
- 6. Adjournment:** The meeting was adjourned at 5:26 p.m.

Respectfully submitted by Jason Kennedy, Superintendent

BOARD ACTION REQUEST FORM

Meeting Date: October 21, 2024

To: Board of Education

Attachments #XII-2

From: Jason Kennedy

Subject to be Discussed and Policy Reference:
Substitute Teacher Daily Rate Compensation Increase

Background Information:

Neighboring schools such as Spring Lake, Grand Haven, Coopersville, and many across Muskegon County have increased substitute teacher compensation to \$125 per day. This has left Fruitport Community Schools as the lowest paying school district in our area. This has led to substitute teachers who traditionally work at Fruitport choosing to work at other neighboring schools due to the compensation being higher. It is the recommendation of the District to increase the daily rate for substitute teachers from \$90 (non-certified) / \$100 (certified) per day to a standard daily rate of \$125 to align with the compensation provided to substitute teacher in other neighboring districts.

Financial Impact:

The cost will depend upon the number of days that we need substitute teachers for; however, the estimated cost is between \$50,000 - \$100,000 to make this adjustment in alignment with neighboring and county schools.

Recommended Action:

To approve the increase in compensation for substitute teachers, as discussed.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg

Group name	District name	Etype name	Paycode name	Hourly rate	Half-day rate	Full day rate
Muskegon Area ISD	Fruitport Community Schools	Substitute Teacher	Substitute Teacher - Certified		\$50.00	\$100.00
Muskegon Area ISD	Fruitport Community Schools	Substitute Teacher	Substitute Teacher (Non-Certified)		\$45.00	\$90.00
Muskegon Area ISD	Montague Area Public Schools	Substitute Teacher	Standard Daily Rate (Day 1 - 15)	\$14.29	\$50.00	\$100.00
Muskegon Area ISD	Muskegon Area ISD	Substitute Teacher	Standard Daily Rate (1-10 days)		\$60.00	\$120.00
Muskegon Area ISD	North Muskegon Public Schools	Substitute Teacher	Standard Daily Rate		\$62.50	\$125.00
Muskegon Area ISD	Reeths-Puffer Schools	Substitute Teacher	Substitute Teacher Daily Rate		\$50.00	\$100.00
Ottawa Area ISD	Coopersville Public Schools District	Substitute Teacher	Standard Daily Rate		\$62.50	\$125.00
Ottawa Area ISD	Grand Haven Area Public Schools	Substitute Teacher	Standard Daily Rate		\$62.50	\$125.00
Ottawa Area ISD	Spring Lake Public Schools	Substitute Teacher	Standard Daily Rate		\$62.50	\$125.00



Student Affairs Committee
Monday, October 14, 2024
5:30 p.m.

MEETING MINUTES

Meeting Location:

Fruitport Community Schools Central Office
3255 E. Pontaluna Rd.
Fruitport, MI 49415

Attendance:

The meeting was called to order at 5:30 p.m. with Tim Burgess, Susan Franklin, and Jason Kennedy present.

1. **Update on West Michigan Conference Application** - The Committee discussed an update on the District's Application to the West Michigan Conference. The District received notification that the West Michigan Conference would not be expanding. The size of our District and the fact that Fruitport was the only school to apply to the Conference were noted as reasons why the vote to expand the West Michigan Conference was not approved.
2. **Hackley Community Care School Wellness Agreement** - The Committee discussed an agreement between the District and the agency to provide school wellness services to students at Edgewood Elementary School.
3. **Resolution Agreement: Office for Civil Rights (Website Accessibility)** - The Committee discussed the signed resolution agreement between the District and the Office for Civil Rights to resolve a website accessibility complaint filed by an out of state complainant. The Committee discussed the website accessibility standard and website accessibility notice that will be recommended for adoption by the Board.
4. **Other:** An enrollment update following the fall pupil membership count day on Wednesday, October 2, 2024 was provided to the Committee.
5. **Public Comment:** None

6. **Adjournment:** The meeting was adjourned at 6:01 p.m.

Respectfully submitted by Jason Kennedy, Superintendent

BOARD ACTION REQUEST FORM

Meeting Date: October 21, 2024

To: Board of Education

Attachments #XIII-2

From: Jason Kennedy

Subject to be Discussed and Policy Reference:

Interagency Agreement: Hackley Community Care School Wellness Program

Background Information:

Hackley Community Care wrote and was approved for a grant to turn the mental health site at Edgewood into a full school wellness program that houses both a mental health clinician and a registered nurse. The addition of a registered nurse to the program at Edgewood is a significant benefit to our schools.

Financial Impact:

The financial cost to the District is for in-kind services such as the cost of the space for the program and utilities to operate the space. Hackley Community Care covers the cost of the registered nurse and mental health clinician through the grant that they have received.

Recommended Action:

To approve the Interagency Agreement with Hackley Community Care for the School Wellness Program at Edgewood Elementary School, as presented.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg



HACKLEY COMMUNITY CARE
For Your Whole Life

Hackley Community Care
2700 Baker Street
Muskegon, MI 49444

Interagency Agreement

This Interagency Agreement is between Fruitport Community Schools and Hackley Community Care (HCC) to operate a **School Wellness Program** at Fruitport Community Schools.

Fruitport Community Schools agrees to:

- Provide evidence (minutes, agenda) of the School Boards approval of the agreement signed by school administration.
- Provide adequate, designated space at Edgewood Elementary School that ensures optimal operational efficiencies and privacy for a nurse, a mental health provider and a clerical support person. The school district will provide a 90-day notice to change designated HCC spaces and provide different location within the building to meet program requirements.
- Promote and support the success of school-based health services school wellness model by distributing parental consents, information and health education to staff, parents, and students.
- Acknowledge HCC Policy 20.03 Parental Consent for Treatment and HCC Policy 20.33 Minor Confidential Services.
- Allow student access to school-based health services including mental health and nursing services to include some point of care testing and linking students to medical and dental services during and after school hours.
- Share student data and records with HCC School Based Health programs for the purposes of coordination of student/patient care.
- Participate in MiPhy and/or other community needs assessment and screenings to determine the overall health needs of the student population and allow HCC access to the district specific data for program development.
- Ensure all portions of the Michigan School code and School State Aid Act as applicable are followed by all partner agencies.
- Develop a plan in conjunction with HCC program staff to provide, data, training, professional development, and curriculum in areas relevant to meet the needs of both the school and HCC.
- Allow HCC access to computer network, some software programs, and telephone communication services for the purpose of doing business for the school-based health program including Power School (if applicable).
- Allow access to data closets and designated areas to coordinate remote connectivity of HCC School based health programs with permissions and backing of district Technology Director, HCC IT Director and other tech support entities needed to complete connectivity.

- Assign appropriate school representation to serve on our Community Advisory Committee and attend no less than two meetings per year.

Hackley Community Care agrees to:

- Secure parental consent and/or minor consent to provide onsite mental health services and/or limited clinical services at Edgewood Elementary for a predetermined number of hours each week in the amount of 40 hours per week during the school calendar year and into summer if services are needed. Mobile services such as dental and/or limited medical services can be provided in the future as need of students and availability of such services allows.
- Uphold all applicable sections of the Michigan School Code, the School State Aid Act and district student records policy.
- Use school level data collected through risk assessment tools including but not exclusive to: Rapid Assessment for Adolescent Preventative Services (RAAPS), depression screening, chronic disease data and patient satisfaction measures to provide, revise and enhance services within our school program.
- Render such services as staff, student, and parent health education; case analysis and management; assistance in obtaining access and scheduling for medical, dental and mental health services; identifying insurance providers; implementing health prevention strategies.
- Submit payment request (billing) for services rendered but will not deny student/patient access or services due to inability to pay.
- Not supplant current school social work and/or school counseling services but will instead seek to coordinate services to meet building and student(s) needs.
- Follow all FERPA and HIPAA rules for privacy and protection as prescribed by State Law including Minor Consent Laws and secure appropriate release forms to share protected health information (PHI).
- Will carry proper liability insurance coverage for HCC staff located in and working in the school building.
- Remove all equipment and supplies from school property within 90 days if asked to move to a new location or if funding to support the services provided within the school building were to end.
- HCC will have a plan to assist patients in transferring care which will include instructions on how to request and transfer medical, dental and mental health records (PHI). All electronic health records (PHI) will be retained by HCC.

Fruitport Community Schools and District Board of Education

Signature: _____

School Administrator: _____

Title: _____

Date: _____

Hackley Community Care

Signature: _____

Chief Executive Officer: _____

Date: _____