

DOLLAR BAY-TAMARACK CITY AREA SCHOOLS BOARD OF EDUCATION  
REGULAR MEETING - DB-TC ACTIVITY ROOM - APRIL 21, 2025 - 5:30 P.M.

- I. Opening of Meeting
  - A. Pledge of Allegiance
  - B. Call to Order
  - C. Roll Call
- II. Recommendation to adopt Agenda
- III. Future Transportation Information: Dave Vondoloski, Lamers Bus Lines
- IV. Public Comment  
*(Board members may ask questions of the speakers but are not required to answer questions or make statements in response to a public comment.)*
- V. Consent Agenda - Recommendation to approve the following:
  - A. Regular Board Meeting Minutes (previous month)
  - B. Financial Statements through the previous month
  - C. Checks written in the previous month
- VI. Reports
  - A. Superintendent
  - B. MS/HS Principal
  - C. Business Manager
- VII. Action and Discussion Items
  - A. Recommendation to consider designation of electoral representation by Steve LeClaire, president, as primary, and David Maki, vice president, as alternate, for the CCISD Board June 2, 2025 Biennial Election.
  - B. Discussion of Continuity of Services Plan (following Covid) and public comment on plan (i.e., the continuation of in-person instruction as long as possible).
  - C. Recommendation to approve using Bailee Shankleton, JV volleyball coach, as custodial substitute, if needed based on custodian absences and lack of in-house coverage.
  - D. Recommendation to continue contract with REMC1 for DB-TC technology-related services.
- VIII. Board Member Comments
- IX. Adjournment

-This meeting is a meeting of the Board of Education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting. There is a time for public comment during the meeting as indicated in the agenda.

-Upon request to the superintendent, DB-TC Area Schools shall make reasonable accommodation for a person with disabilities to be able to participate in the meeting.

# **DOLLAR BAY – TAMARACK CITY AREA SCHOOLS**

## **EXHIBIT A**

### **Contract for Transportation Services**

This transportation agreement is made this 1st day of May, 2025, by and between the DOLLAR BAY – TAMARACK CITY AREA SCHOOLS (hereinafter “DISTRICT”) whose principal office is located at 48475 Maple Dr, Dollar Bay, MI 49922, and LAMERS BUS LINES, INC. (hereinafter “CONTRACTOR”), a Wisconsin Corporation, headquartered at 2407 South Point Road, Green Bay, WI 54313, and with local facilities at 23146 Airpark Blvd., Calumet, MI 49913.

#### **SECTION I**

##### **BACKGROUND**

WHEREAS pursuant to Michigan Statutes and applicable School Board policies require that certain children who reside in the district be provided with transportation to and from school; and

WHEREAS the CONTRACTOR so desires to transport said children enrolled in the district in accordance with Michigan Statutes, federal and state regulations, and School Board policies; and

WHEREAS, being satisfied with the qualifications and performance of the CONTRACTOR, the DISTRICT has decided to hire the CONTRACTOR to provide school bus transportation to those students in the district;

##### **CONTRACT AGREEMENT**

NOW, THEREFORE, the DISTRICT and CONTRACTOR (the parties) agree as follows:

###### **I. Authority of the Parties**

Each of the parties to this AGREEMENT represent that they are authorized to enter into this AGREEMENT and no further authorization is necessary to validly bind the parties to the terms and conditions of this AGREEMENT.

###### **II. Duration of the AGREEMENT**

Both Parties acknowledge that the intent of this Agreement is to establish a contract period of three (3) years, commencing on July 1, 2025, and continuing to July 31, 2028. Both Parties acknowledge that during this period, an extra year will be added annually to this contract after the Parties, during their annual negotiation session, agree on extension of the contract. It is the intent, however, that this agreement shall be binding upon the Parties for no less than three (3) years, from execution of the contract for the 2025-2026 school year, provided both Parties comply with the terms and conditions as agreed to herein.

### **III. Responsibilities of the CONTRACTOR**

- A. The CONTRACTOR shall provide pupil transportation services for the DISTRICT. Said services include daily school bus route transportation to and from schools, (public and private) field trips, co- and extracurricular trips, and athletic, trips as assigned by the DISTRICT; as well as selected shuttle runs or other routes which the DISTRICT requires, directs and/or authorizes the CONTRACTOR to provide during the term of the AGREEMENT.
- B. The CONTRACTOR shall at all times maintain and operate vehicles used to meet DISTRICT transportation needs in a safe, efficient, and lawful manner and in accordance with such instructions and directions as may from time to time be issued by the DISTRICT; and shall comply with all lawful orders, rules, and regulations of the State of Michigan and of the United States.
- C. The CONTRACTOR shall, at its expense, procure and maintain in effect all licenses, permits, certifications, or other authorizations which are or may be required by regulatory bodies for the performance of student transportation services.
- D. The CONTRACTOR shall assume all costs of the transportation operation, including but not limited to costs for
  - 1. purchase of vehicles compliant with all applicable laws and regulations;
  - 2. maintenance, both preventative and repair;
  - 3. unemployment and other necessary insurance;
  - 4. supplies;
  - 5. school bus safety components, such as bus communication radios or devices;
  - 6. wages, salaries and benefits for drivers, mechanics and all individuals employed by Lamers for the purpose of providing transportation services to the DISTRICT.

The CONTRACTOR will work with the DISTRICT to furnish and maintain a communication system with two-way radios or devices that will sufficiently provide communication between the buses and the CONTRACTOR bus garage/offices and school offices, for buses that are providing daily school route service within the boundaries of the school district and, or, the boundaries of its daily school bus routes. Communication between the district and drivers on route should be extremely limited. Any requests for route changes should first be directed to the Contractor.

- E. The CONTRACTOR shall purchase, maintain, pay premiums thereon and file with the DISTRICT a certificate of liability insurance for all vehicles used in the fulfillment of this contract. Such insurance shall comply with Michigan State Law.
- F. The CONTRACTOR will purchase, pay for, and maintain liability and property damage insurance for all vehicles operated by the CONTRACTOR, in compliance with all State of Michigan requirements as specified by the Michigan Department of Transportation (DOT), Michigan Department of Education, and any other department with regulatory oversight over pupil transportation, as well as all applicable sections of the State Statutes. The CONTRACTOR shall maintain the greater of statutorily required levels of coverage or those specified below:

1. Primary Auto and General Liability *\$1,000,000*
  2. Excess Auto and Liability *\$1,000,000* minimum
  3. Dollar Bay – Tamarack City Area Schools is to be named as an additional insured, relative to CONTRACTOR services contained in this school bus contract.
  4. Umbrella limit *\$4,000,000*
  5. Workers' compensation
- G. Certificates evidencing public liability and property damage, together with worker's compensation, shall be given to the DISTRICT and shall provide that such insurance will not be cancelled or changed without at least 30 days prior written notice to the DISTRICT. If the CONTRACTOR's insurance lapses, this AGREEMENT becomes invalid.
- H. The CONTRACTOR shall transport only those students the DISTRICT authorizes the CONTRACTOR to transport. It is expressly recognized that the DISTRICT may, at its option, expand or reduce the transportation services to meet the needs of students and nothing in this AGREEMENT shall be construed to interfere with such DISTRICT option.
- I. Utilizing the Traversa Routing Software the Contractor shall develop routes, schedules, and pickup points in cooperation with the DISTRICT. At the start of each school year the Contractor will provide a copy of the planned route with times to the District.
- J. The CONTRACTOR shall furnish to the DISTRICT, upon request at the beginning of each school year, a roster of regular and substitute drivers employed by the CONTRACTOR, which shall include the drivers' names, addresses, telephone numbers, driver's license numbers and expiration dates, and route and bus assignments. This roster shall be updated upon request of the district. The DISTRICT reserves the right to require that drivers be reassigned or replaced if, in the opinion of the DISTRICT, they are unsatisfactory.
- K. The CONTRACTOR shall not assign or sublet its obligation under this AGREEMENT in whole or in part without prior written consent of the DISTRICT.
- L. If the CONTRACTOR wishes to charter buses to third parties for private use, it may do so if such activities do not interfere with DISTRICT needs or the performance of any obligations of the contractor under this AGREEMENT.
- M. The CONTRACTOR shall assist in providing the DISTRICT on a timely basis all necessary information which may be needed in the preparation of the Pupil Transportation report, or any other reports required by the Michigan Department of Education or the DISTRICT.
- N. The CONTRACTOR shall prepare and provide all drivers with a manual, or handbook, outlining all company policies. Included therein must be written procedures to follow in emergency situations and all steps to follow if the bus is involved in an accident of any kind or breaks down. All drivers shall be trained and tested on these procedures to the extent that they will be prepared if an emergency does occur.

### **III. Responsibilities of the DISTRICT**

- A. 1. The DISTRICT shall provide the names and addresses of students to the CONTRACTOR as soon as information is available, but no later than August 1<sup>st</sup> of each school year. The list will be updated 10 days before school starts and thereafter. Additions and deletions to the original lists will be communicated to the CONTRACTOR as they become known during the summer and the school year. The CONTRACTOR shall be responsible for determining the eligibility of students to ride in accordance with DISTRICT policies and state statutes.  
2. For years when summer school is conducted and transportation is requested by the District, the DISTRICT shall provide the names and addresses of students for summer school transportation to the CONTRACTOR by May 20<sup>th</sup> for the school year, or two weeks prior to the start of summer school transportation services.
- B. The DISTRICT shall provide the CONTRACTOR with all appropriate and necessary student specific information which may be considered appropriate for CONTRACTOR's employees to know to perform their duties under the AGREEMENT. This includes allergy information and any accommodation for bus transportation required because of a student's special needs. CONTRACTOR agrees to maintain confidentiality of such information.
- C. The DISTRICT will pay the contractor only for the service actually rendered. The district is expected to schedule 180 days during the regular school year. All payments will be processed from September through June (except summer school).
- D. The CONTRACTOR will submit to the DISTRICT an itemized invoice for services rendered monthly and are due to the DISTRICT on or before the 10<sup>th</sup> of the month following the month services were provided. All invoices from the CONTRACTOR to the DISTRICT must be thoroughly documented. Invoices shall be payable by the DISTRICT no later than the last day of the month after which service was provided. (September's invoice for actual services rendered will be paid in October, etc.)
- E. The DISTRICT shall provide the CONTRACTOR at least three (3) days' notice and will make every effort to provide a two-week notice, of any field trip, co- or extracurricular trip, and athletic trip, bus requirement. In some cases, less than a three-day notice is unavoidable, for example in the case of athletic tournaments. In these cases, the parties agree to work collaboratively to secure transportation. If, the CONTRACTOR cannot provide the service, the DISTRICT may arrange for the needed transportation service from another provider.
- F. The DISTRICT does not assume liability for the CONTRACTOR's equipment, but will fully cooperate in apprehending, disciplining and/or prosecuting students suspected of vandalism.
- G. The DISTRICT will be responsible for the cost of all fuel purchased that is used to provide transportation services for the DISTRICT under the terms and conditions of this contract. The DISTRICT will make every effort to secure a primary fuel supplier/station or suppliers/stations that are located within or near the DISTRICT's bus storage location in Dollar Bay, Michigan. The fueling stations must have the capability that would allow buses to safely enter and exit and access the fuel dispenser so as not to create the need for the buses to unnecessarily maneuver in a way that would increase the risk of creating or causing a collision with other vehicles or objects. If available, a fuel station with 24-hour access should be utilized to allow drivers returning from extracurricular activities to fuel.

All fuel suppliers/stations providing the fuel to operate the buses shall provide quality fuel. In addition, any diesel fuel supplied during cold weather months shall provide the necessary blending of #1 and #2 diesel fuels along with the required winter fuel additives to aid in the prevention of fuel gelling. If alternative fuel is used (i.e. propane, cng) the DISTRICT and the CONTRACTOR shall agree on the supplier.

#### **IV. Miscellaneous Information**

- A. All buses must be at the school locations on a predetermined schedule as agreed upon by the DISTRICT AND the CONTRACTOR.
- B. Special Education students shall be transported on regular routes, unless specified by the student's individualized education plan (IEP) or by the District Administrator, or designee, that specific students shall be assigned to special education routes. Service for Special Education routes is covered under this AGREEMENT, or, via service provided to the DISTRICT by the Copper Country Intermediate School District (CCISD).
- C. The District Administrator, or designee, shall have the final decision as to whether or not the school is closed due to weather conditions or for other reasons. This decision will be made by 5:30 a.m. on the day in question if possible. There shall be no charge to the DISTRICT for bus service on days when school is cancelled by 6:00 a.m... In the event school is cancelled after 6:00 a.m., the DISTRICT shall pay 33% of the daily route cost for each route scheduled to operate that morning. If a field trip or sporting trip is cancelled 90 minutes prior to scheduled load/report time, there will be no charge to the DISTRICT. The DISTRICT shall pay a \$50.00 fee per bus if a trip is cancelled less than 90 minutes prior to scheduled load/report time.

## **SECTION II**

### **GENERAL SPECIFICATIONS OF THIS CONTRACT**

#### **I. Interpretations**

Interpretations of these specifications will be made by the District Administrator or his/her designated representative.

#### **II. Transportation Procedures**

- A. The CONTRACTOR shall comply in full with Michigan State Statutes and any applicable rules and regulations of the Departments of Transportation and of Public Instruction.
- B. The CONTRACTOR shall report all discipline problems to the Building Principal of the student in the written form used for the Bus Conduct Report. The DISTRICT agrees to follow through on each Bus Conduct Report in accordance with the school board policy on discipline.
- C. The CONTRACTOR shall maintain a record of all eligible passengers on a perpetual basis during the school year and a copy of this record shall be kept on file by the CONTRACTOR for a minimum of two years after the completion of each school year. This record shall include the student's name, route assignment, student's home address, class location

(school), and shortest distance in miles between the student's home and class location (school).

- D. The CONTRACTOR shall furnish the DISTRICT with a list of buses used on every route by bus number. The CONTRACTOR shall also furnish an updated list of bus students including name, address, grade and distance from school for each bus route within one week of request thereof to the DISTRICT when requested.
- E. Each accident or injury which occurs when there are children on the bus must be reported immediately and verbally to the District Administrator, or designee, to be followed with a written and signed letter within forty-eight (48) hours of the accident or injury.
- F. Scheduled pupil capacity may exceed bus seating capacity to account for customary student absences. However, school buses shall not carry more pupils than the posted seating capacity.

### **III. Breach of Contract**

In the event the CONTRACTOR fails to comply with any of the provisions of the AGREEMENT, the DISTRICT shall notify the same in writing of such breach, and the CONTRACTOR shall remedy such breach within ten (10) days of receipt of such notice. The DISTRICT may terminate the AGREEMENT in whole or in part when the CONTRACTOR fails to remedy a breach of contract. The CONTRACTOR agrees to reimburse the DISTRICT for all costs which result from breach of contract by the CONTRACTOR, including but not limited to attorney's fees and the cost of securing a suitable replacement contractor.

In the event of any dispute arising under this contract between the CONTRACTOR and the DISTRICT, the CONTRACTOR and the DISTRICT shall meet in a good faith effort to resolve such dispute.

### **IV. Vehicle and Compensation:**

- A. CONTRACTOR agrees to furnish and maintain all the required vehicles for the transportation of students, subject to the conditions and specifications contained within this document, at the rates set forth in APPENDIX A and APPENDIX B attached hereto and incorporated herein by this reference.
- B. The CONTRACTOR agrees to pay the entire cost of all vehicle maintenance. The DISTRICT agrees to secure a local fuel supplier and pay for the cost of the fuel for the buses used in the performance of this contract.
- C. The rates of compensation for transportation services provided by the CONTRACTOR to the DISTRICT shall be those listed in APPENDIX A and APPENDIX B attached hereto and incorporated herein by this reference.

### **V. Routing**

- A. The CONTRACTOR shall provide transportation to all public and private school children of the School District as directed by the DISTRICT.
- B. The CONTRACTOR shall submit in writing to the DISTRICT by two weeks prior to each school year the proposed routes for the coming school year. Said routes will be set up

according to DISTRICT standards for length of ride, distances, bus capacity, and any other pertinent data. The final route schedule shall be approved by the DISTRICT.

- C. The DISTRICT shall have the right to establish, consolidate, modify, or eliminate school bus routes and schedules during the term of this AGREEMENT to meet the transportation needs of the DISTRICT. The CONTRACTOR shall comply with such adjustments within seven (7) days of notification thereof. The DISTRICT and the CONTRACTOR agree to negotiate the impact of such changes on the route pricing schedule.
- D. The parties hereto contemplate that at the commencement of the AGREEMENT the CONTRACTOR shall be required to operate during each school day beginning in September 2025, unless otherwise altered by the DISTRICT, a bus route schedule as similar as possible, to the routes that had been used for the 2024-25 school year.
  - 1. For 2025-2026, the following bus route schedule is anticipated:
    - a. Three (3) buses on AM/PM regular education routes
    - b. Zero (0) buses for AM/PM special education routes
- E. The District agrees to utilize the Contractor exclusively for all regular yellow school routes and all intra-district transportation between schools and extracurricular trips outside of the School District except when the Contractor cannot meet the requested Services or is mutually agreed upon by both parties.

**Definitions:**

- 1. The term "single route" shall be construed to mean that one bus shall be used in the morning for loading of students and discharging them at their schools, and in the afternoons to load the students at the school(s) and to discharge them at the appoint discharge locations in the school district.
  - 2. The term "shuttle route" shall be construed to mean a route that transports a group of students from one school to another school, with the assignment of an empty bus to provide the transportation.
- E. All routes shall have a regular driver assigned.
  - F. The CONTRACTOR shall provide each school, the Central Office, and regular and substitute drivers with a complete set of route maps and driver instructions (load times, pickup points, and assigned riders by stop) for all routes. The above information, along with the name, address, school, grade, and assigned route for all bus eligible students must be available at least two weeks before each school year starts. The CONTRACTOR shall make available, with the help of the DISTRICT, to each parent of bus riding students at least one week prior to school starting. The CONTRACTOR and the DISTRICT shall determine how this information is communicated.
  - G. By September 15 of each year, the CONTRACTOR shall provide to the DISTRICT a timed listing of all stops made on each regular and special education route.
  - H. Routes shall be constructed so that students will not ride a bus longer than time limits set by DISTRICT policy.



- I. The CONTRACTOR staff person shall attend school registration if requested or when necessary to provide bus route information and answer questions from parents of bus riding students.

## **VI. Facilities**

- A. The CONTRACTOR shall establish a base of operation within the geographic boundaries of the district or within proximity. (See APPENDIX B regarding the CONTRACTOR use of the district owned bus garage/facilities)
- B. The CONTRACTOR shall operate and maintain all vehicles used in service of this AGREEMENT in accordance with all rules and regulations established by the State of Michigan and federal government.
- C. The CONTRACTOR shall establish a communication system whereby the DISTRICT has immediate and direct verbal contact with the CONTRACTOR during all operational hours.

## **VII. Personnel**

- A. The CONTRACTOR shall employ sufficient personnel to adequately perform the duties and responsibilities of the AGREEMENT. These personnel will be available to supervise the operation of these transportation services and will have the authority to make necessary decisions on behalf of the CONTRACTOR. These personnel will also perform dispatching and vehicle maintenance and repair duties for the CONTRACTOR.

## **VIII. Drivers and Training**

- A. All buses shall be operated at all times by trained, competent, and prudent drivers who shall meet all requirements for, and be fully licensed as, school bus drivers by the State of Michigan. In addition, all drivers will be required to follow all Federal, State, Local and School District transportation policies and regulations, including but not limited to, random drug testing and criminal background checks.
- B. The CONTRACTOR shall at a minimum establish and implement a screening, hiring and driver training program, along with providing an on-going training so that drivers have a thorough knowledge of the State Handbook for School Bus Drivers and of all traffic laws and regulations.
- C. The CONTRACTOR will be responsible for proper supervision over the drivers to ensure that the routes are being run correctly and on time.
- D. Bus drivers shall be hired, employed and under complete supervision of the CONTRACTOR. However, the CONTRACTOR shall replace any school bus driver who, in the sole opinion of the DISTRICT, is unsatisfactory.
- E. The CONTRACTOR shall keep files on each bus driver including, but not limited to, the driver's written application form, references, including those checked with written notes by the CONTRACTOR, employment record, driving record, and written evaluations.
- F. As per DISTRICT policy, drivers shall be responsible for loading and unloading students and for the discipline of the students while on the bus. The DISTRICT shall cooperate with the CONTRACTOR regarding its responsibilities in accordance with DISTRICT policy.

- G. All bus conduct rules shall be enforced by the drivers. This shall include prohibitions of smoking, drinking beverages, eating, and profane language.
- H. Each driver shall perform pre- and post-trip vehicle inspections as provided for in the Michigan Handbook for School Bus Drivers. The driver, after discharging the last passenger of each run shall conduct a walk-through inspection of the vehicle to ensure that no child is left on the vehicle.

#### **IX. Vehicles**

- A. The CONTRACTOR shall provide and maintain the appropriate number of, and the size of vehicles needed to satisfy the transportation requirements of the AGREEMENT. As of the date of this AGREEMENT, all vehicles shall meet the specifications and regulations as currently prescribed by the Michigan DOT, Michigan Department of Education, and the DISTRICT, whereby persons being transported will have accommodations as required by Michigan Statutes.

All rules and regulations adopted by the state or federal governments specifying design, construction, inspection, and operation of vehicles used for the transportation of district students are hereby made a part of the contract as of the date of the contract.

If any such specifications or regulations are changed, after the date of this contract, in such a way as to require any expenditure of money to modify the CONTRACTOR's vehicles to comply with such changes, the CONTRACTOR and the DISTRICT shall negotiate an appropriate change in reimbursement to reflect such additional expenditures.

- B. The CONTRACTOR's fleet shall have enough vehicles required to fulfill the daily route requirements, including spare/trip vehicles.
- C. The CONTRACTOR shall provide the DISTRICT at the start of each contract year a fleet roster, including the fleet number, license plate number, posted capacity, assigned route ("spare" for buses not assigned to a route), date in service, age (as of the first day of school). A notation shall be made of any buses that are equipped with a wheelchair lift.
- D. Buses shall be always kept neat and clean inside and out.
- E. The CONTRACTOR will be required to keep thorough up to date records of all maintenance work done and the DISTRICT upon request shall have access to these files.
- F. The CONTRACTOR may install video cameras in buses assigned to regular and special education runs. CONTRACTOR retains ownership of cameras, related equipment, and all video data recorded on the buses. CONTRACTOR agrees to make video recording data available for student discipline matters, if available and requested by the DISTRICT. The DISTRICT agrees to have a policy regarding how the bus video data is to be managed when an incident occurs. The DISTRICT understands bus video data has limited availability.

#### **X. Transportation of Students Must be Authorized**

The CONTRACTOR agrees not to furnish student transportation, whether for regular student transportation, special education, noon early childhood, special trips including field, co-extracurricular, athletic, or any other transportation without the prior approval of the DISTRICT. Unauthorized student transportation shall not be paid for by the DISTRICT.

**XI. Communication**

The CONTRACTOR, upon request of the DISTRICT agrees to provide/allow a "base station radio service" for the DISTRICT.

**XII. Evaluation**

Annually the DISTRICT shall give the CONTRACTOR an evaluation of its services at such time and in such form as the DISTRICT sees fit.

**XIII. Law**

This AGREEMENT shall be construed in accordance with the laws of the State of Michigan as of the date of this contract.

**XIV. Notices**

- A. All notices to the CONTRACTOR hereunder shall be made in writing and delivered by certified mail, postage paid to the following:

*Allen Lamers  
Lamers Bus Lines, Inc.  
2407 South Point Road  
Green Bay, WI 54313*

- B. All notices to the DISTRICT hereunder shall be made in writing and delivered by certified mail, postage paid to the following:

*District Administrator/Superintendent  
Dollar Bay – Tamarack City Area Schools  
48475 Maple Drive  
Dollar Bay, MI 49922*

- C. Such notices shall be effective upon deposit thereof in a depository of the United States Postal Service.

**XV. Miscellaneous**

- A. The headings preceding the text of the sections and subsections in this AGREEMENT are inserted solely for convenience or reference and shall not constitute a part of this AGREEMENT or affect its meaning, construction, or effect.
- B. This AGREEMENT replaces and superseded all previous oral or written agreements between the CONTRACTOR and the DISTRICT. This Agreement and the appendices attached hereto constitute the entire agreement between the parties and there are no collateral oral agreements or understandings between them. No additions, variations, or modifications to this AGREEMENT shall be binding upon the parties unless in writing by duly authorized representatives of the parties.

- C. This AGREEMENT shall be a binding benefit upon both parties and to their respective legal representatives, successors, and assigns.

**IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year above written.**

DISTRICT

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

CONTRACTOR

By: David W. VonDoloski

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title: Regional Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DOLLAR BAY-TAMARACK CITY AREA SCHOOLS BOARD OF EDUCATION  
REGULAR MEETING - DB-TC ACTIVITY ROOM - MARCH 17, 2025 - 5:30 P.M.

- I. Opening of Meeting 5:30 pm
  - A. Pledge of Allegiance
  - B. Call to Order
  - C. Roll Call

*Board Members: Jennifer Stout, Angela Keranen, Christine Halkola, Donna Engman, Steven LeClaire, Dallas Bond, David Maki*  
*Administration: Christina Norland, Jesse Kentala, Tom Sturos*
- II. Recommendation to adopt Agenda

*Motion by David Maki. Supported by Jennifer Stout. Motion carried unanimously.*
- III. Public Comment

*Jennifer Strand acknowledged: Carrie Meneguzzo for work related to book fair, PTO for arranging for readers for reading month, and Pat's IGA for sponsoring a book giveaway. She also would like us to know that the PTO is selling chocolate.*
- IV. Consent Agenda - Recommendation to approve the following:
  - A. Regular Board Meeting Minutes (previous month)
  - B. Financial Statements through the previous month
  - C. Checks written in the previous month

*Motion by Dallas Bond. Supported by Donna Engman. Motion carried unanimously.*
- V. Reports
  - A. Superintendent
  - B. MS/HS Principal
  - C. Business Manager
- VI. Action and Discussion Items
  - A. Recommendation to adopt January 29 and March 3, 2025 policy updates and administrative guidelines as provided by Thrun Law Firm.

*Motion by Dallas Bond. Supported by Donna Engman. Motion carried unanimously.*
  - B. Recommendation to approve the hire of Connor LeClaire as assistant Varsity Track Coach.

*Motion by Donna Engman. Supported by Dallas Bond. Motion carried unanimously (Steven LeClaire abstains from vote due to father of new hire)*
  - C. Recommendation to approve the hire of Cole Griffin as Junior High Track Coach.

*Motion by Christine Halkola. Supported by Donna Engman. Motion carried unanimously.*

-This meeting is a meeting of the Board of Education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting. There is a time for public comment during the meeting as indicated in the agenda.

-Upon request to the superintendent, DB-TC Area Schools shall make reasonable accommodation for a person with disabilities to be able to participate in the meeting.

D. Recommendation to approve the hire of Craig Sundblad as part-time middle school social studies teacher.

*Motion by Dallas Bond. Supported by Donna Engman. Motion carried unanimously.*

VII. Board Member Comments

*Jennifer Stout mentions the countertop in the boys bathroom still needs repair.*

VIII. Adjournment

*Motion by Donna Engman. Supported by Jennifer Stout. Motion carried unanimously.*

-This meeting is a meeting of the Board of Education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting. There is a time for public comment during the meeting as indicated in the agenda.

-Upon request to the superintendent, DB-TC Area Schools shall make reasonable accommodation for a person with disabilities to be able to participate in the meeting.

**Dollar Bay - Tamarack City Area Schools**  
**Statement of Revenue and Expenditures**  
**FY: 2024-2025**

**REVENUE**

Major Class-Description	Amended Budget	07/01/24 - 3/31/2025	Balance	Avail. Bal. %
100-Local Sources	563,199	479,684	83,515	14.83%
300-State Sources	3,444,092	1,824,746	1,619,346	47.02%
400-Federal Sources	403,891	186,844	217,047	53.74%
500/600-Other Financing Sources	26,613	13,671	12,942	48.63%
<b>Total Revenue</b>	<b>4,437,795</b>	<b>2,504,945</b>	<b>1,932,850</b>	<b>43.55%</b>

**EXPENDITURES**

Major Function - Description	Budget	07/01/24 - 3/31/2025	Balance	Avail. Bal. %
100-Instruction				
111-Elementary	899,745	615,273	284,472	31.62%
113-High School	1,300,527	758,859	541,668	41.65%
118-Pre Kindergarten	199,210	89,226	109,984	55.21%
122- Special Education	187,370	102,954	84,416	45.05%
125-Compensatory Education	316,699	146,283	170,416	53.81%
200-Supporting Services				
210-Guidance/Truancy	-	-	-	
216-Other Pupil Support	58,151	38,341	19,810	34.07%
220-Library/Prof Dev Instruction	78,486	29,569	48,917	62.33%
230-Board of Education	31,300	23,627	7,673	24.51%
230-Executive Admin.	252,121	172,146	79,975	31.72%
240-Principals Office	307,735	188,332	119,403	38.80%
250-Fiscal Services	90,909	69,132	21,777	23.95%
260-Operation & Maintenance	446,397	334,366	112,031	25.10%
270-Pupil Transportation	176,482	105,010	71,472	40.50%
280-Central Support Services - Technology	75,700	58,741	16,959	22.40%
290-Athletics	137,544	96,056	41,488	30.16%
400-Payment to Other Gov. Agency, Facility Acq. And Prior Period Adj.				
450-Facility Acquisition/Improvements	-	-	-	
500/600-Other Financing Sources				
510-Debt Service	-	-	-	
6xx - Outgoing Transfer & Modifications	28,967	-	28,967	100.00%
<b>Total Expenses</b>	<b>4,587,343</b>	<b>2,827,915</b>	<b>1,759,428</b>	<b>38.35%</b>
<b>Net Income</b>	<b>(149,548)</b>	<b>(322,970)</b>		

DOLLAR BAY - TAMARACK CITY AREA SCHOOLS

(SUMMARY-ONLY)

Check No.	Check Type	Status	Vendor	Vendor Name	Amount	Description	Date
2918	EFT	Printed	1597	GORDON FOOD SERVICE	\$4,222.12	2/24/25 Invoice; 2/25/25 Invoice; 3/3/25 Invoice	03/03/2025
2919	EFT	Printed	1388	Capital One	\$529.70	January/February 2025	03/04/2025
2920	EFT	Printed	739	Semco Energy, Inc.	\$3,447.44	February 2025	03/17/2025
2921	EFT	Printed	3	EFTPS - Electronic Federal Tax Payment S	\$24,491.79	Payroll - FICA Tax Payable	03/14/2025
2922	EFT	Printed	961	Valic C/O Chase Bank	\$2,649.68	VALIC ROTH 403(B) (AFTER TAX) (ALL PAYS)	03/14/2025
2923	EFT	Printed	1268	Health Equity	\$1,373.91	Health Savings Account	03/14/2025
2926	EFT	Printed	466	CHARTER COMMUNICATIONS	\$40.00	March 2025	03/01/2025
2927	EFT	Printed	1527	PCMI - WillSub, INC	\$2,368.09	3/14/24 Payroll	03/13/2025
2928	EFT	Printed	1597	GORDON FOOD SERVICE	\$4,056.33	3/10/25 Invoice; 3/11/25 Invoice; 3/17/25 Invoice	03/19/2025
2929	EFT	Printed	9	MPERS	\$21,119.24	UAAL	03/21/2025
2930	EFT	Printed	9	MPERS	\$36,047.98	MIP VOYA DC Record	03/21/2025
2931	EFT	Printed	229	Upper Peninsula Power Company	\$4,224.36	February 2025	03/11/2025
2932	EFT	Printed	3	EFTPS - Electronic Federal Tax Payment S	\$15,359.29	Payroll - FICA Tax Payable	03/28/2025
2933	EFT	Printed	961	Valic C/O Chase Bank	\$2,626.82	VALIC ROTH 403(B) (AFTER TAX) (ALL PAYS)	03/28/2025
2934	EFT	Printed	1268	Health Equity	\$1,873.91	Health Savings Account	03/28/2025
2935	EFT	Printed	9	MPERS	\$30,732.90	MIP VOYA DC Record	03/28/2025
2936	EFT	Printed	1527	PCMI - WillSub, INC	\$8,959.56	3/28/24 Payroll	03/27/2025
2938	EFT	Printed	24	State Of Michigan W/H	\$3,935.45	Payroll - State Tax Payable	03/14/2025
2939	EFT	Printed	24	State Of Michigan W/H	\$2,612.49	Payroll - State Tax Payable	03/28/2025
2940	EFT	Printed	6	MESSA	\$44,960.45	March 2025; MESSA Insurance Options: MESSA Choices 500/1000	03/28/2025
3467	PAPER	Printed	1845	Savvas Learning Company LLC	\$1,522.80	Basic Chemistry 10 textbooks PO 3135	03/03/2025
3468	PAPER	Printed	1846	Ozo Edu, Inc.	\$2,106.00	EVO Classrm Kit PO 3177, ELEM Makers Space Grant	03/03/2025
3469	PAPER	Printed	18	AIRE CARE LLC	\$628.00	Filters	03/03/2025
3470	PAPER	Printed	970	Aventric Technologies	\$284.00	AED Replacement Battery	03/03/2025
3471	PAPER	Printed	102	GITZEN COMPANY	\$1,750.45	Custodial Supplies	03/03/2025
3472	PAPER	Printed	756	Hancock Bottling Company	\$60.00	Cups	03/03/2025
3473	PAPER	Printed	1691	JOHNSON, AMY	\$20.87	Reimb 2/18/25 Food For Cultural Studies	03/03/2025
3474	PAPER	Printed	1747	LAWRENCE COMPANY	\$3,120.00	January 2025	03/03/2025
3475	PAPER	Printed	1324	The Office Planning Group, Inc.	\$127.61	1/30/25-2/27/25 Overage Charge	03/03/2025
3476	PAPER	Printed	1069	SEG WORKERS COMPENSATION FUND	\$3,238.00	224-25 Workers Comp Q4	03/03/2025
3477	PAPER	Printed	571	State Of Michigan - Consumer & Industry	\$345.05	2025 Elevator Renewal Rec: 99R2500374	03/03/2025
3478	PAPER	Printed	650	Upper Pen. Region Of Library Coop., Inc.	\$75.00	2024-25 UPRLC 10/1/24-9/30/25	03/03/2025
3479	PAPER	Printed	1080	AT&T Mobility	\$101.46	1/12/25-2/11/25	03/05/2025
3480	PAPER	Printed	128	COUNTRY FRESH GR, DEAN DAIRY	\$1,186.46	February 2025	03/05/2025
3481	PAPER	Printed	467	McGann Building Supply, Inc.	\$327.55	February 2025	03/05/2025
3482	PAPER	Printed	1064	Northern Heating & Plumbing	\$580.00	Tests On Hot Water Boiler	03/05/2025
3483	PAPER	Printed	459	Waste Management, Inc	\$1,304.56	February 2025	03/05/2025
3484	PAPER	Printed	1709	Level Up - Branded Apparel	\$335.00	Athletics golf jackets 19 qty	03/07/2025
3485	PAPER	Printed	1847	Eric Falker	\$50.00	Solo Ensemble accompanist	03/11/2025
3486	PAPER	Printed	523	Grizzly Industrial, Inc.	\$1,211.50	Shop 10k grant: PO 3187 drum sander	03/14/2025
3488	PAPER	Printed	455	Western U.P. District Health Department	\$430.00	Food Service License Appl Fee due 4/30/25	03/18/2025
3489	PAPER	Printed	1447	SCHOLASTIC BOOK FAIRS - 04	\$1,443.32	2025 Spring Book Fair Acct#1043407	03/18/2025



**DOLLAR BAY - TAMARACK CITY AREA SCHOOLS**

(SUMMARY-ONLY)

Check No.	Check Type	Status	Vendor	Vendor Name	Amount	Description	Date
3490	PAPER	Printed	1306	American Heart Association	\$190.00	2025 Jump Rope For Life	03/18/2025
3491	PAPER	Printed	1431	BSN Sports, LLC	\$329.95	Athletics Jackets	03/19/2025
3492	PAPER	Printed	730	CCISD	\$17,711.00	VolP, Business Serv Q3, Acadience Licenses, ID Badges	03/19/2025
3493	PAPER	Printed	94	CAMPIONI ENTERPRISES, INC.	\$18.99	February 2025	03/19/2025
3494	PAPER	Printed	356	Flowers By Sleeman	\$218.00	Flowers For Athletics	03/19/2025
3495	PAPER	Printed	102	GITZEN COMPANY	\$266.96	Custodial Supplies	03/19/2025
3496	PAPER	Printed	1223	Lamers Bus Lines, Inc.	\$12,359.44	February 2025 Student Transportation; February 2025 Sports/F	03/19/2025
3497	PAPER	Printed	1052	SCHOOL SPECIALTY	\$49.38	Laminating Film	03/19/2025
3498	PAPER	Printed	14	SET SEG, ATTN: FINANCE	\$337.78	March 2025; April 2025	03/19/2025
3499	PAPER	Printed	1634	XEROX CORPORATION	\$647.95	Meter Usage 1/21/25-2/21/25	03/19/2025
3500	PAPER	Printed	1474	GAST, MORGAN	\$170.00	24/25 Clock/Tickets/Book/Line Judge 1/15 - 2/26/25	03/20/2025
3501	PAPER	Printed	1697	KENTALA, CALEB	\$60.00	24/25 Clock/Tickets/Book/Line Judge 1/15 - 2/26/25	03/20/2025
3502	PAPER	Printed	1839	Dave Maki	\$215.00	24/25 Clock/Tickets/Book/Line Judge 1/15 - 2/26/25	03/20/2025
3503	PAPER	Printed	1564	MOILANEN, EVELYN	\$15.00	24/25 Clock/Tickets/Book/Line Judge 1/15 - 2/26/25	03/20/2025
3504	PAPER	Printed	1674	THOMAS, NIK	\$150.00	24/25 Clock/Tickets/Book/Line Judge 1/15 - 2/26/25	03/20/2025
3505	PAPER	Printed	456	Bay Electric, Inc	\$3,340.00	Install New Breaker	03/21/2025
3506	PAPER	Printed	1234	Gogebic Community College	\$6,800.00	Spring 2025 Dual Enrollment	03/21/2025
3507	PAPER	Printed	281	Krist Oil Company, Inc	\$1,748.10	January 2025	03/21/2025
3508	PAPER	Printed	700	MICHIGAN LABOR LAW POSTER SERVICE	\$99.50	Labor Law Posters	03/21/2025
3509	PAPER	Printed	1255	Monte Consulting	\$1,000.00	Marketing Support	03/21/2025
3510	PAPER	Printed	1526	ROWE, ROBERT	\$34.95	Reimb Wood Shop Air Duct	03/21/2025
3511	PAPER	Printed	1828	Oneida Air Systems	\$1,837.85	Misc items PO 3198 Makers Space Grant	03/21/2025
<b>GRAND TOTAL:</b>					<b>64 checks</b>	<b>\$283,478.99</b>	

**FUND SUMMARY**

Fund	Amount
11	273,477.70
25	10,001.29
<b>\$283,478.99</b>	

**RESOLUTION TO CONSIDER DESIGNATION OF ELECTORAL REPRESENTATIVE  
FOR THE JUNE 2, 2025, BIENNIAL ELECTION**

Dollar Bay Tamarack City Area Schools, Michigan (the "District")

A regular meeting of the board of education of Dollar Bay, Michigan

(the "Board"), was held in the DB-TC Area Schools Activity Room, in the District,

on the 21 st day of April, 2025, at 5:30 o'clock in the pm.

The meeting was called to order by Steve Le Claire, President.

Present: Members Steve Le Claire, Dave Maki, Dallas Bond, Christine Hakola, Angela Keranen, Jennifer Stout

Absent: Members Donna Engman

The following preamble and resolution were offered by Member Dallas Bond and supported by Member Angela Keranen:

**WHEREAS:**

1. The Revised School Code provides that board members of the Copper Country Intermediate School District be elected biennially on the first Monday in June by an electoral body composed of one (1) person designated by the board of each constituent school district; and
2. The Revised School Code further provides that this Board shall consider the resolution of designating its representative on the electoral body at not less than one (1) public meeting before adopting the designating resolution; and
3. This Board now determines it's necessary and desirable to establish the public meeting at which this Board will consider the proposed resolution designating the District's representative on the electoral body.

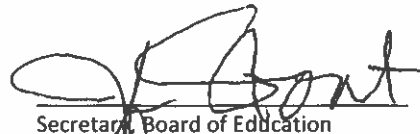
**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. At the public meeting of this board to be held on the 19 th day of May, 2025, commencing at 5:30 o'clock, in the pm, to be held at the DB-TC Area Schools, this board will consider a resolution to appoint Steve LeClaire as the designated representative of this school district for the electoral body of the ISD biennial election to be held June 2, 2025, and David Maki as an alternate representative in the event the designated representative is unable to attend.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

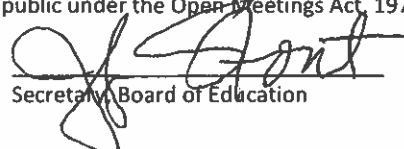
Ayes: Members Steve LeClaire, Dave Maki, Dallas Bond, Christine Hakola, Angela Keranen, Jennifer Stout

Nays: Members None

Motion declared adopted.

  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Dollar Bay Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on April 21 st, 2025, the original of which resolution is part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

  
Secretary, Board of Education



**Return to In-Person Instruction &  
Continuity of Services Plan  
2022-present**

Under the American Rescue Plan: Elementary and Secondary School Emergency Relief III (ARP: ESSER III) local districts are required to develop and maintain a Return to In-Person Instruction and Continuity of Services Plan. This plan outlines and details the district's plan for a safe return to, or maintenance of, in-person instruction and must include information regarding the district's implementation of the Center for Disease Control's (CDC's) most current guidance at the time of development.

Dollar Bay-Tamarack City Area Schools values in-person instruction and we believe the practices in place *and following local health dept guidance* help to maintain the in-person learning environment.

The District may make adjustments to this plan in response to information or mandates regarding current or future variants of COVID-19 or other communicable disease and transmission rates in the district, or if the risk of severe illness, hospitalization, or death increases. If such adjustments are needed, the plan will be shared again, and public input gathered. The plan will also be reviewed every six months (approximately) during the life of the ARP ESSER III grant and updates will be made, if needed. The plan will be shared, with the opportunity for public input given during those intervals, as well.

The district will continue to comply with any and all local, state, and federal mandates.

Instructional Services
<b>Elementary (Grades K - 5):</b> Elementary students attend school five full days per week in person, Monday through Friday, 175 days per year, following the established school calendar. In-person learning will continue as long as possible (through end of school year). Remote Learning will resume if authorities close schools.
<b>Middle/High School (Grades 6 - 12):</b> Middle and high school students attend school five full days per week in person, Monday through Friday, 175 days per year, following the established school calendar. In-person learning will continue as long as possible (through end of school year). Remote Learning will resume if authorities close schools. Students may participate in online learning, through Edmentum, according to State of Michigan allowances.
<b>Social-Emotional-Behavioral:</b> DB-TC works to support the social-emotional and mental health needs of students across the district in Grades PreK-12. Mental health counseling is offered to students through in-house services provided by the Copper Country ISD. DB-TC intends to utilize available

grant funds to hire a counselor/social work professional, starting in the 2024-25 school year. DB-TC is committed to using Positive Behavior Interventions and Supports (PBIS) to create a positive school climate across the district, to ensure students feel safe and respected and are therefore ready to learn.

### Health and Safety Protocols

**COVID-19 Testing:** Testing will not be required but test kits may be offered to families if provided by the State. Athletic testing will not be required unless mandated by the MHSAA or a local, state, or federal agency and/or a sanctioning body.

**Cohorting:** Mixing of student groups will be permitted. DB-TC may consider temporarily restricting mixing of student groups where feasible as deemed necessary based on the local conditions, if advised by the local health department.

**Face Coverings (Masks):** Staff, students, volunteers, and visitors may wish to wear a face covering regardless of the current level of community transmission, and are welcome to do so. DB-TC will abide by all laws, lawfully executed orders, and/or local health department regulations pertaining to facial coverings.

**Facilities Cleaning, Disinfecting, Ventilation:** DB-TC will follow standard cleaning and disinfection procedures. Additional cleaning and/or disinfection procedures within a classroom, school, or across the district will be implemented as needed based on local health department recommendations. Classrooms are equipped with air filters.

**Food Services:** Normal food service operations will occur. Additional health and safety protocols may be implemented if required by the local health department.

**Hand Hygiene and Respiratory Etiquette:** Proper hand hygiene and respiratory etiquette are encouraged and expected. Supplies, including hand sanitizer and soap, will be maintained in order to facilitate proper hand hygiene.

**Health Screening and Student Illness:** Parents/guardians are encouraged to conduct a daily wellness check to ensure students are well enough to attend school. Students should not be sent to school when they are legitimately ill. A child who has had a fever or is vomiting cannot return to school until they are healthy for 24 hours. Parents/Guardians should follow local health department guidance regarding exclusion (and masking) periods for communicable diseases, including COVID-19.

**Isolation and Quarantine:** DB-TC will follow current mandates/orders from federal, state, or local health agencies. In the absence of health department orders, DB-TC expects parents/guardians to follow current medical professional and/or health department guidance regarding exclusion (and masking) periods for communicable diseases, including COVID-19.

**Vaccinations:** The district does not require staff or students to be vaccinated.



# REMC 1

**Josh Hiner, Director**

**Hayley Sargent, SupportNet Manager**

809 Hecla Street Hancock, MI 49930

Phone (906) 482-4520

Fax (906) 482-5031

[josh@remc1.org](mailto:josh@remc1.org)

[www.remc1.org](http://www.remc1.org)

[hsargent@remc1.org](mailto:hsargent@remc1.org)

April 15th, 2025

## Dollar Bay-Tamarack City Area Schools/REMC1 SupportNet Services Contract

**Name of Customer:**

**Dollar Bay-Tamarack City Area Schools**

**Agreement Period:**

**July 1, 2025-June 30, 2026**

**Annual Amount:**

**\$48,160.00**

**Contract Award Date:**

**As dated upon signing Page 3**

**Contract Service Start Date:**

**July 1, 2025**

**Contract Service End Date:**

**June 30, 2026**

This SERVICES AGREEMENT (collectively with each Service Order Form, as defined below, the "Agreement"), is made by and between Regional Educational Media Center 1 ("REMC1") and the above referenced Dollar Bay-Tamarack City Area Schools: ("Dollar Bay-Tamarack City Area Schools").

### 1. Background

REMC1 is a non-profit service agency of the Copper Country Intermediate School District (CCISD), and the Gogebic-Ontonagon Intermediate School District (GOISD).

### 2. Services Provided

(a) General. REMC1 will provide to Dollar Bay-Tamarack City Area Schools the SupportNet onsite and SupportNet Help Desk services as detailed in the Managed Services Proposal (Addendum A), at the quoted costs, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below as subject to the terms and provisions of this Agreement.

(b) SupportNet Service Desk. All equipment supplied by REMC1 will remain the property of REMC1. Dollar Bay-Tamarack City Area Schools shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Dollar Bay-Tamarack City Area Schools shall also be responsible for the cost of any software upgrades to Dollar Bay-Tamarack City Area Schools owned equipment, which may be specified by REMC1, which is required in order to effectuate ongoing SupportNet Services

(c) Service and Support. Payment of the quarterly SupportNet fee shall entitle Dollar Bay-Tamarack City Area Schools to

*Providing service to your ISD and their local constituent schools*

*Copper Country Intermediate School District*

*Gogebic-Ontonagon Intermediate School District*

participate in the service and support offered by REMC1. This service and support will include software and firmware upgrades on Dollar Bay-Tamarack City Area Schools owned equipment. It does not include optional equipment or software upgrades offered by REMC1 which are intended to add new features or provide increased performance. Those upgrades will be provided at Dollar Bay-Tamarack City Area Schools's expense upon request and pursuant to a separate written Service Agreement. It also includes the replacement of equipment previously installed by REMC1 at Dollar Bay-Tamarack City Area Schools's site that is no longer supported by the manufacturer or which has reached the end of its useful life throughout the initial term of the contract.

(d) Maintenance. REMC1 is responsible for the operation and maintenance of its backbone and server facilities. Dollar Bay-Tamarack City Area Schools is responsible for their internet contract and any non-REMC1 vendor service. Dollar Bay-Tamarack City Area Schools agrees that all maintenance for REMC1 circuits and REMC1-owned equipment will be performed by REMC1. Dollar Bay-Tamarack City Area Schools is responsible for providing and maintaining an acceptable environment for all REMC1-owned equipment located at the Dollar Bay-Tamarack City Area Schools premises. Should REMC1 owned-equipment be damaged as a result of the Dollar Bay-Tamarack City Area Schools's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Dollar Bay-Tamarack City Area Schools is responsible for paying

(i) the cost of all repair services provided at, and travel expenses to, Dollar Bay-Tamarack City Area Schools's site at REMC1's then-applicable hourly maintenance rate, plus mileage, and

(ii) the cost of all parts and materials. Maintenance and repair services are available from REMC1 between 7:30 a.m. and 5:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

### **3. Services Not Provided**

This section serves as a non-exhaustive list of services and activities REMC1 will not provide to Dollar Bay-Tamarack City Area Schools.

- a) Any network related wiring or cabling that passes through or inside any part of a building's structure.
- b) Any construction work.
- c) Any work requiring permits or special licenses.
- d) REMC1 reserves the right to refuse to work on any software or equipment under a current managed support contract by another vendor or contractor. REMC1 will work WITH said subcontractor or vendor where allowed in writing by said subcontractor or vendor.
- e) REMC1 employees are not to be lifting any object greater than 75lbs.
- f) REMC1 employees reserve the right to refuse to climb a ladder for any reason or perform any activity for any reason.

### **4. Payment**

Dollar Bay-Tamarack City Area Schools shall pay REMC1 for Services set forth herein; any additional Services as provided in the applicable Service Agreement; and applicable maintenance services at the then-applicable rates. Without limiting the foregoing, Dollar Bay-Tamarack City Area Schools shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by REMC1 or billed separately by the telecommunications provider), related administrative fees charged by REMC1, and all sales and use taxes, as well as duties or levies arising in connection with the Services. The annual Dollar Bay-Tamarack City Area Schools fee is billed on a quarterly basis. All other amounts will be billed as the service or charge is incurred. Payment is due within (30) days from the date appearing on the invoice. Dollar Bay-Tamarack City Area Schools will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice.

### **5. Term and Termination**

(a) Term. The term of this Agreement begins on the date noted above, and terminates on the above noted date ("initial term"). This agreement will not automatically renew. Any subsequent terms must be executed by both parties in writing.

(b) Early Termination. Should a party breach any term in this Agreement, the non-breaching party may provide written notice of the breach to the other party. The breaching party's failure to cure within thirty(30) days after written notice shall permit the non-breaching party to terminate early. If Dollar Bay-Tamarack City Area Schools terminates this Agreement for any reason other than REMC1's breach of its responsibilities under this Agreement before the end of the term, or if REMC1 terminates this Agreement because of a violation by Dollar Bay-Tamarack City Area Schools of any term or provision of this Agreement including, but not limited to, Dollar Bay-Tamarack City Area Schools's failure to make any payment when due, then Dollar Bay-Tamarack City Area Schools shall be responsible for and shall pay

(i) all SupportNet service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by REMC1,

(ii) all costs associated with disconnecting Dollar Bay-Tamarack City Area Schools's service and removing any equipment from Dollar Bay-Tamarack City Area Schools's site,

(iii) any outstanding amounts previously incurred for services,



(iv) if Dollar Bay-Tamarack City Area Schools's previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and

(v) if Dollar Bay-Tamarack City Area Schools previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time onboarding charges are not refundable. In the event Dollar Bay-Tamarack City Area Schools requests REMC1 to continue providing any portion of the Services beyond the requested termination date, Dollar Bay-Tamarack City Area Schools agrees to pay REMC1 for those Services at the then-applicable rates in accordance with the terms of payment provided above. The above termination penalties do not apply to service moves or upgrades.

(d) Termination. Upon termination of dedicated service with REMC1, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Dollar Bay-Tamarack City Area Schools agrees that all REMC1 owned equipment will be returned to REMC1 possession.

#### **6. Limited Warranty**

REMC1 will supply, at no charge, new or rebuilt replacements for specifically: "a defective firewall supplied by REMC1" for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF AFFILIATE. REMC1 SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

#### **7. Rights and obligations of Dollar Bay-Tamarack City Area Schools**

Dollar Bay-Tamarack City Area Schools is Responsible to Its Authorized Users. Dollar Bay-Tamarack City Area Schools is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

#### **8. Rights and Obligations of REMC1**

REMC1 shall be responsible only for the operation and maintenance of the Services. REMC1 will provide the services as described in the Proposal for Services, attached to this agreement as Addendum A.

#### **9. Indemnification**

Dollar Bay-Tamarack City Area Schools will indemnify, save harmless and defend REMC1 as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to (i) the breach or alleged breach of this Agreement by Dollar Bay-Tamarack City Area Schools; (ii) any negligent or tortious act or omission to act by Dollar Bay-Tamarack City Area Schools; or (iii) any claim that the data content delivered by Dollar Bay-Tamarack City Area Schools via the Services provided by REMC1 under this Agreement constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party.

#### **10. Limitation of Liability**

Except for the Limited Warranty above, the equipment and Services provided by REMC1 are provided on an "as is" and "as available" basis. REMC1 does not warrant that the Services will be uninterrupted or free of harmful components. REMC1 makes no express warranties and waives all implied warranties. REMC1 and its employees are not liable for any costs or damages arising directly or indirectly from Dollar Bay-Tamarack City Area Schools's use of the Services or the Network including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Dollar Bay-Tamarack City Area Schools assumes full responsibility and risk for the use of the Services and the Network, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information. If Dollar Bay-Tamarack City Area Schools is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Services(s), Dollar Bay-Tamarack City Area Schools's sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). REMC1's cumulative liability to Dollar Bay-Tamarack City Area Schools or any third party for any and all claims relating to the use of the equipment and Services provided by REMC1 shall in no event exceed the amount of the annual Dollar Bay-Tamarack City Area Schools fees paid by Dollar Bay-Tamarack City Area Schools to REMC1 during the twelve (12) month period ending on the date of the event giving rise to the claim. REMC1 shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance,

interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

#### **11. Data Content**

REMC1 is not liable for the content of any data transferred either to or from Dollar Bay-Tamarack City Area Schools via the Services provided by REMC1, nor for any loss or damage, whether personal, material, or financial, suffered by Dollar Bay-Tamarack City Area Schools as a direct or indirect consequence of the Services provided by REMC1.

#### **12. Miscellaneous**

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

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

(c) Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Dollar Bay-Tamarack City Area Schools may not assign this Agreement without the prior written consent of REMC1.

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

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

#### **13. Dollar Bay-Tamarack City Area Schools Closure**

If necessary and if feasible, REMC1 and Dollar Bay-Tamarack City Area Schools will use cooperative good faith efforts to develop a mutually agreeable alternative for addressing the services provided under this contract in the event of or the announcement of Dollar Bay-Tamarack City Area Schools closure.

#### **14. Facsimile**

A facsimile of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order and Vendor may rely on such facsimile copy of the Agreement and Service Order as if it were the original.

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

#### **REMC 1:**

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

Printed Name: Joshua Hiner

Title: Director REMC 1

Date Signed: \_\_\_\_\_

#### **Dollar Bay-Tamarack City Area Schools:**

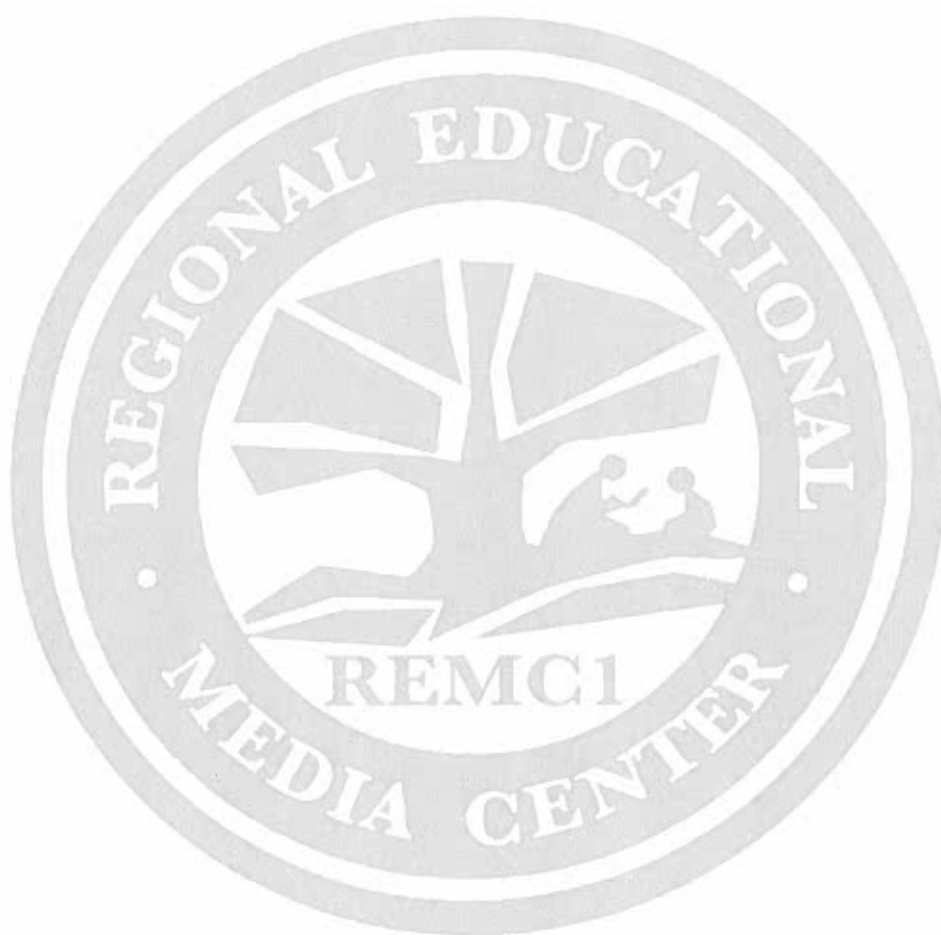
Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



Date Signed: \_\_\_\_\_



# Addendum A

## Managed Services 2025-2026

### Cost Table Summary

- 1 onsite days per week and Managed Services "SupportNet" billed quarterly: **\$12,040.00**
- Time and materials out-of-scope "ad-hoc" services would be billed at **\$95.00/hr** at a minimum time increment of 1.0 hours.

### Managed Services Scope (This list serves as an addendum to sections 2 and 3 above as well as the contracted onsite days and onboarding line items)

- Up to 125 managed (enrolled in KACE) windows machines
- Up to 15 managed iPad/Mac devices
- Up to 525 managed chromebooks
  - **Employee and non-employee personal devices are not included**
- Staff and student email, data and identity management
- Use of the helpdesk for technical support within business hours. Business Hours are 8am to 5pm Eastern Time
- Systems Management of supported devices, including patch management, software inventory, automated support and monitoring
- Onsite Support includes classroom technology assistance, hardware assistance, new workstation setup and assistance
- Network (including server) critical services 24x7 monitoring
- Network (including server) critical services consulting, engineering and installation.
- Network, server and workstation security support and consulting.