

Board of Education

The meeting of Northwest Education Services Board of Education was held on December 3, 2024. President Fisher called the meeting to order at 5:30 p.m.

Roll call

Board Members Present:	Board Members Absent:
Birgy Lajko	Petrella
Brown Thomas	Scherrer
Fisher	

Pledge of Allegiance

Motion by Board Member Brown, supported by Board Member Birgy, to approve the December 3, 2024 agenda as presented. Roll call vote: Ayes: 5; Nays: 0. Motion carried.

Welcomed Visitors & Public Comment

Kris Wendland, former employee at Career Tech for 29 years and current board member of the North Ed Foundation. Kris read a statement on behalf of Kevin Gay, North Ed Foundation Treasurer, sharing the success and journey this past year for the Foundation.

Dr. Tim Quinn, Director of Donor Engagement for the North Ed Foundation. Dr. Quinn shared the impact that the Foundation is having on students and families. Thanked the Board for being Bridge Builders for the community and students in this region.

Student/Staff/Local District Highlights/Presentations/Recognitions:

SAIL(ORS) On Deck – Organizational Recognition System

Board of Education members recognized this month’s SAIL(ORS) On Deck. This month’s standout is Meghan Graham, Occupational Therapist, who has exemplified strengths in the organizational value of Excellence, providing the highest quality of service and support. Meghan was not able to attend tonight’s meeting.

Dr. Ceglarek provided all the employees that were nominated this past month for Sailor’s on Deck: Jen Shimko, Jan Gac, Jessie Fyock, Kristie Reicha, Dawn Anton, Colleen Tennant, Frank Treadwell, Alie Junga, Megan Graham, Anna Byrnes, Deb Menchaca, Mel Dahlman, Zac Wendland, Mollie Houser, Jodie Rose, Laura Miller, Julie Copiz, and Tim VanderMeulen.

North Ed Foundation Building Bridges – Pat Lamb, Assistant Superintendent

Pat provided information on the timeline to form the North Ed Foundation beginning in November, 2022. The timeline covers the initial concept to the ISD board members and receiving 501(c) (3) status, a volunteer director of donor engagement, adopting a strategic plan and launch of payroll deductions and fundraising efforts, and recently a press conference formally announcing the Foundation. He shared the names of their current Foundation Board member and key goals for the student emergency relief fund; tools of the trade fund; and academic scholarships. One-year fundraising goal is \$2 million; five-year goal is \$10 million. Higher education partners are providing substantial scholarships. Those partners include Northwestern Michigan College; Central Michigan University; Michigan Technological University; Davenport University; Michigan State University; and Ferris State University. We are honored to have a total gifts and pledges to date of \$700,475. Next steps will be ongoing referrals for emergency needs and collecting tools of the trade scholarship applications.

Motion by Board Member Birgy, supported by Board Member Brown, to approve consent grouping items 1-4 as presented.

1. Minutes of November 5, 2024 regular meeting
2. Monthly Accounts Payable Check Summary and Financial Report November 1, 2024 to November 30, 2024. Check Numbers: 197850-198170. Total for Month: \$5,883,070.06
3. Personnel:
  - a. New Employees:
    - Sarah Roche, MiSTEM Regional Director, effective November 25, 2024
    - Hannah Witte, Multimedia Specialist, effective December 2, 2024
    - Michael Balon, Teacher Assistant, effective December 9, 2024
  - b. Employee Resignations:
    - Kristin Dail, Occupational Therapist, effective January 31, 2025 (Retirement 23 years)
    - Rebecca Stearns, CI Teacher, effective June 11, 2025 (Retirement 15 years)
4. Approve Out of State Travel
  1. Robin Hornkohl, Great Start Collaborative Coordinator, Marianne Swank, High Impact Leader/Professional Learning Specialist, and Leigh Kennedy, Coordinator of Curriculum in Special Education to attend the Annual Thinking Collaborative Symposium, January 23-25, 2025, in Greenwood Village, Colorado.
  2. Deb Neddo, Coordinator, Guadalupe Garcia, Recruiter/Data Entry, Beatriz Moreno, Recruiter/Parent Liaison, and Paula Guerra, Recruiter to attend the National Migrant Conference (NASDME), San Francisco, California, April 13-16, 2025. (Conference will be paid through the Title I Part C Migrant Education grant)

Roll call vote: Ayes: 5; Nays: 0. Motion carried.

Motion by Board Member Brown, supported by Board Member Thomas to appoint Parent Advisory Committee (PAC) Member TaShena Sams, from Northport Public School. Roll call vote: Ayes: 5; Nays: 0. Motion carried.

Motion by Board Member Birgy, supported by Board Member Thomas to approve purchase of one 7-Passenger Van for Career Tech not to exceed \$40,000. Roll call vote: Ayes: 5; Nays: 0. Motion carried.

Motion by Board Member Brown, supported by Board Member Thomas to approve resolution Supporting Workforce Housing Sponsorship Agreement and Interlocal Agreement:

WHEREAS, due to the lack of affordable housing in Grand Traverse County and the surrounding areas, Grand Traverse Area Catholic Schools, Interlachen Center for the Arts, Traverse City Area Public Schools and the District (collectively, the "Sponsor Parties") have experienced difficulties in attracting and retaining educators and support staff; and

WHEREAS, in recognition of the need for additional affordable housing in Grand Traverse County, the Sponsor Parties are desirous of marketing a workforce housing program for educators and education support staff to provide coordinated marketing efforts for providing affordable workforce housing (the "Program") by entering into a Workforce Housing Sponsorship Agreement, a copy of which is attached hereto and made a part hereof of as Attachment "1" (the "Sponsorship Agreement"); and

WHEREAS, the Urban Cooperation Act, pursuant to MCL 124.501, et seq, authorizes the Parties, as public agencies, to enter into interlocal agreements to jointly perform any power, privilege or authority that each might exercise separately; and

WHEREAS, Traverse City Area Public Schools and the District desire to take any action necessary to secure the funding provided by Public Act 121 of 2024, to apply for additional grants, and to work with a property developer in furtherance of the Program by entering into an Interlocal Agreement, a copy of which is attached hereto and made a part hereof as Attachment "2" (the "Interlocal Agreement"); and

WHEREAS, the Board desires to authorize and direct Dr. Nicholas Ceglarek, the Superintendent of Schools, or his designee, to execute the Sponsorship Agreement and Interlocal Agreement substantially in the form as Attachments "1" and "2", and to make any revisions to the Sponsorship Agreement and Interlocal Agreement not inconsistent with this resolution, subject to review and approval by the District's legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes and directs Dr. Nicholas Ceglarek, the Superintendent of Schools, or his designee, to execute the Sponsorship Agreement and Interlocal Agreement substantially in the form as Attachments "1" and "2", and to make any revisions to the Sponsorship Agreement and Interlocal Agreement not inconsistent with this resolution, subject to review and approval by the District's legal counsel.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

#### WORKFORCE HOUSING SPONSORSHIP AGREEMENT

This Workforce Housing Sponsorship Agreement (this "Agreement") is made as of \_\_\_\_\_, 2024 ("Effective Date"), by and among Grand Traverse Area Catholic Schools, a Michigan nonprofit corporation, whose address is 123 E. 11th Street, Traverse City, Michigan 49684 ("GTACS"); Interlochen Center for the Arts, a Michigan nonprofit corporation, whose address is 4000 J. Maddy Parkway, Interlochen, Michigan 49643 ("Interlochen"); Northwest Education Services, a Michigan intermediate school district organized and operating under the Revised School Code, MCL 380.601, et seq., as amended, whose address is 1101 Red Drive, Traverse City, Michigan 49684 ("North Ed"); and Traverse City Area Public Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, et seq., as amended, whose address is 412 Webster Street, Traverse City, Michigan 49686 ("TCAPS") (individually, a "Party" and collectively, the "Parties").

1. Purpose. In recognition of the need for additional affordable housing in Grand Traverse County, the Parties are desirous of marketing a workforce housing program for educators and education support staff (the "Program"). As part of the Program, TCAPS plans to convey real property to an appropriate developer, whose ownership would be restricted to building and renting out apartment units exclusively to educators and education support staff to the extent permitted by law. In addition, North Ed plans to allocate state funds, pending receipt of same, to the Program to fund the construction of one or more housing developments on that property, with units set aside for pre-K to 12 educators and pre-K to 12 education support staff.
2. Marketing. This Agreement is intended to provide for coordinated marketing efforts and carry out the Program's purpose of providing affordable workforce housing to educators and education support staff for a minimum period of thirty (30) years. In exchange for establishing the Program and upon the construction of workforce housing and availability of occupancy, the Parties shall make reasonable efforts to annually advertise the Program, including disseminating information to its employees about the Program and the application process once determined.
3. No Corporate Entity. By entering into this Agreement, the Parties are not establishing an independent legal entity. The Parties are not jointly or severally liable for any acts or omissions related to the Program or any funds used in conjunction with it. Each Party remains individually responsible for its own agents. No monetary contribution shall be required or held collectively by the Parties.
4. Recognitions. The Parties acknowledge that the Program cannot be restricted to employees from any specific school and that available slots for housing units are not decided by any individual Party to this Agreement.
5. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

## INTERLOCAL AGREEMENT

This Interlocal Agreement (this "Agreement") is made as of \_\_\_\_\_, 2024 ("Effective Date"), by and between NORTHWEST EDUCATION SERVICES, a Michigan intermediate school district organized and operating under the Revised School Code, MCL 380.601, et seq., as amended, whose address is 1101 Red Drive, Traverse City, Michigan 49684 ("North Ed") and TRAVERSE CITY AREA PUBLIC SCHOOLS, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, et seq., as amended, whose address is 412 Webster Street, Traverse City, Michigan 49686 ("TCAPS") (individually, a "Party" and collectively, the "Parties").

### RECITALS

- A. Each Party operates a school district that employs educators and educators support staff.
- B. Due to a lack of affordable housing in Grand Traverse County and the surrounding area, the Parties have experienced difficulties attracting and retaining educators and support staff.
- C. The Urban Cooperation Act, pursuant to MCL 124.501 et seq., authorizes the Parties, as public agencies, to enter into interlocal agreements to jointly perform any power, privilege, or authority that each might exercise separately.
- D. The Revised School Code, pursuant to MCL 380.1 la and 380.601a, further authorizes the Parties, as a general powers school district and an intermediate school district, to enter into agreements, contracts, or cooperative arrangements with other entities, including another school district, as part of performing the functions of the school district.
- E. The Parties wish to work together and make available affordable workforce housing, to the extent permitted by law, by developing apartment units exclusively for pre-K to 12 educators and education support staff to help retain staff long term and, in tum, benefit students in the community.
- F. Under Public Act 121 of 2024, the Michigan Legislature effectively appropriated \$5,000,000 to North Ed "for the establishment and allocation of funds to a program or policy to fund the construction of 1 or more housing developments to be built in a county with a population of between 95,000 and 96,000 according to the most recent federal decennial census, with units set aside for pre-K to 12 educators and pre-K to 12 education support staff." The Parties plan to advertise the workforce housing to educators and support staff so as to carry out the purpose of the appropriation.
- G. The Parties seek to apply for additional grants that would help subsidize the proposed workforce housing construction and related costs.
- H. TCAPS plans to convey real property to an appropriate developer for the construction site through a Purchase Agreement, along with a Declaration of Educational Development Requirements, Conditions and Restrictions, including renting out apartment units exclusively to educators and education support staff so as to afford them the opportunity to live near their places of employment.
- I. The Parties will not operate or manage staff housing themselves and instead will defer to a mutually agreeable developer, whose ownership will be subject to the covenants contained in the Declaration of Educational Development Requirements, Conditions and Restrictions, which both Parties may enforce.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to outline the Parties' workforce housing program, establish joint responsibilities, and delegate duties.
2. **Term.** The term of this Agreement will commence on the Effective Date first written above and continue thereafter for a period of thirty (30) years (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for successive one-year periods, unless (a) the Parties mutually agree to terminate in writing, or (b) either Party terminates the Agreement by providing the other Party with one hundred eighty (180) days' advance written notice.
3. **Fiscal Agent.** North Ed will serve as the applicant for and fiscal agent of the legislative appropriations and other grant funds for the workforce housing program. North Ed will disburse those funds in furtherance of the construction of the housing development in accordance with applicable law and for no

other purpose. To the extent permitted by law, North Ed will establish a separate bank account to administer those funds and will assume responsibility for any audits of same.

4. **Site Development.** TCAPS will identify and make available suitable real property for the workforce housing development and convey it to an appropriate developer, subject to the Declaration of Educational Development Requirements, Conditions and Restrictions to preserve the underlying intent of workforce housing for educators and support staff. TCAPS will be entitled to keep any proceeds received in exchange for conveying its property for the workforce housing program.
5. **Joint Responsibilities.** The Parties will jointly perform the following duties and responsibilities:
  - (a) Monitor and enforce the developer's compliance with the Declaration of Educational Development Requirements, Conditions and Restrictions. Any fees required to enforce the covenants will be shared evenly between the Parties.
  - (b) Make recommendations for housing development and construction.
  - (c) Apply for grants and tax credits to help subsidize workforce housing.
  - (d) Act as a marketing agent when apartment units become available for occupancy.
  - (e) Make recommendations to the other Party with reference to budgets for workforce housing.
  - (f) Be responsible for all other matters that may be set forth in this Agreement or any other additional matters as needed and agreed to by both Parties.
6. **Annual Meeting.** At least one (1) representative from each Party will meet annually, no later than the anniversary date of the Effective Date, to evaluate and assess the function of the Agreement and status of the Declaration of Educational Development Requirements, Conditions and Restrictions.
7. **Dispute Resolution.** The Parties shall endeavor to resolve all disputes related to this Agreement by providing the other Party with written notice of the issue and requiring a meeting with the other Party within thirty (30) days therefrom. If such meeting does not resolve the dispute, either Party may file a request for mediation through the Commercial Rules of the American Arbitration Association, unless the Parties otherwise in writing. Mediation is a condition precedent to further proceedings. If the dispute is still not resolved by mediation, the Parties may pursue their legal and equitable remedies.
8. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered to the other Party's respective address above. A notice shall be deemed delivered if it is (a) served personally or hand delivered, or (b) sent by certified mail to the attention of the other Party's Superintendent.
9. **No Joint Liability; Non-Waiver of Defenses.** Each Party shall remain individually liable as a result of any claim, suit, damage, or cause of action resultant from the acts or omissions by its respective agents. Nothing contained in this Agreement, however, shall waive any statutory or other defenses available, including the defense of governmental immunity.
10. **Non-Discrimination.** The Parties shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status.
11. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon the successors or assigns of any of the Parties. No Party may assign or transfer any of its rights under this Agreement in whole or in part without the prior written consent of the other Party, which may be reasonably withheld.
12. **Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement, and to this end, the provisions hereof are severable.
13. **Governing Law.** The Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.
14. **Counterparts.** This Agreement shall be executed in counterparts separately by each Member, each of which counterparts shall be deemed an original, and all of which shall constitute one and the same instrument.
15. **Signing Authority.** Each signer of this Agreement personally represents that he has been duly authorized to sign this Agreement on behalf of his Party.

Roll call vote: Ayes: 5; Nays: 0. Motion carried.

Peter Haines, Michigan Leadership Institute Consultant provided members with a draft profile for the superintendent posting and reviewed notes from the on-line survey and focus group meetings held with staff, parents, community members, and students. We received incredible input. The Superintendent Profile is a summary of board responses and responses from groups. It was clear everyone feels they want to keep the current superintendent. The criteria will be clear on someone who can build relationships, have community involvement, knowledge of capital projects, policy influencer, experience with ISD programs and local districts, a humble and kind individual who is present and who can empathize and understand. Other criteria mentioned is a lifelong learner, someone that lifts up others, and someone who understands. He suggested to have the profile posted within the next week or prior to the holidays. Timeline for applications will end February 7, 2025. February 20, 2025 is scheduled for a special board meeting for closed session review starting at 3:00 p.m. Compensation will be listed as competitive salary and benefits package.

Motion by Board Member Birgy, supported by Board Member Lajko to approve Candidate Profile for Superintendent Search. Roll call vote: Ayes: 5; Nays: 0. Motion carried.

Updates:

Superintendent's Report - Dr. Nick Ceglarek:

1. Thanked the leadership team representing the North Ed Foundation including Tim Quinn, Pat Lamb and Maggie Johnson for their update tonight.

Board Member Reports/Requests:

There were none.

Dates to Remember:

January 7, 2025 Board of Education Meeting 5:30 p.m.

The meeting adjourned at 6:41 p.m.

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Joseph Fisher, President

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Lisa Thomas, Secretary