

Watersmeet Township School District

REGULAR BOARD MEETING

March 17, 2025

4:00pm

President M. Hazen called the meeting to order at 4:02pm and began with the pledge.

Present: T. Williams, M. Hazen, J. Fiorucci, L. Rogers, A. Schrader

Absent: L. McGeshick, P. Smith

Motion by T. Williams, second by J. Fiorucci to approve the agenda with the change of moving Correspondence b. to Old Business b. Roll call vote:

T. Williams-Aye, M. Hazen-Aye, A. Schrader-Aye, L. Rogers-Aye, J. Fiorucci-Aye.

All ayes-Motion carried.

Visitors: D. Maki, K. Maki, M. Rainey, A. Barajas, B. Crow, T. McGeshick, T. Pallin

LVD Representation: None

Student Council Representation: None

Union Representation: None

Motion by T. Williams, second by A. Schrader to approve the minutes for the February 24, 2025 regular meeting. Roll call vote: T. Williams-Aye, M. Hazen-Aye, A. Schrader-Aye, L. Rogers-Aye, J. Fiorucci-Aye. All ayes-Motion carried.

P. Ollila was in attendance to answer questions regarding the Accounts Payable and Financial Report.

Motion by J. Fiorucci, second by T. Williams to table the Coaches Evaluation Tool Forms pending revision of the forms to bring to the next meeting. Roll call vote:

T. Williams-Aye, M. Hazen-Aye, A. Schrader-Aye, L. Rogers-Aye, J. Fiorucci-Aye.

All ayes-Motion carried.

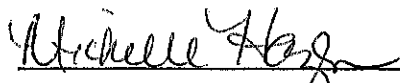
Motion by J. Fiorucci, second by A. Schrader to accept the Golf Coach resignation letter. Roll call vote: T. Williams-Aye, M. Hazen-Aye, A. Schrader-Aye,

L. Rogers-Aye, J. Fiorucci-Aye. All ayes-Motion carried.


Motion by J. Fiorucci, second by A. Schrader to approve the Memorandum of Understanding with the Lac Vieux Desert Health Center to have a certified counselor in school starting April 1, 2025. Roll call vote: T. Williams-Aye, M. Hazen-Aye, A. Schrader-Aye, L. Rogers-Aye, J. Fiorucci-Aye. All ayes-Motion carried.

Principal's report was presented by Mr. Peterson.

Motion by J. Fiorucci, second by A. Schrader to adjourn at 4:41pm.
Roll call vote: T. Williams-Aye, M. Hazen-Aye, A. Schrader-Aye, L. Rogers-Aye, J. Fiorucci-Aye. All ayes-Motion carried.



President, M. Hazen



Treasurer, J. Fiorucci

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made this 17th day of March, 2025 ("Effective Date") by and between **WATERSMEET TOWNSHIP SCHOOL DISTRICT**, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1 et seq., as amended, whose address is N. 4720 US Highway 45, Watersmeet, Michigan 49969 (the "District") and **LAC VIEUX DESERT BAND OF LAKE SUPERIOR CHIPPEWA INDIANS**, a federally recognized Indian Tribe, whose address is N4698 US Highway 45, Watersmeet, Michigan 49969 ("LVD" or "Tribe") (individually, a "Party" and collectively, the "Parties").

WHEREAS, the District is interested in making available a clinical room ("Clinical Room") for purely voluntary, parent-authorized use by District students for mental health-related services; and

WHEREAS, the District's intent is to expand the opportunity for District students to access mental health services but is by no means a requirement; and

WHEREAS, the Revised School Code authorizes the District to enter into agreements with private entities and to lease its facilities, MCL 380.11a; and

WHEREAS, LVD will provide, at minimum, one (1) on-site licensed mental health professional to provide one-on-one direct clinical therapy or counseling for District students.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

ARTICLE 1: CLINICAL SPACE

1.1 Purpose. The purpose of this Agreement is to set forth the obligations of both the District and LVD relative to LVD's use of space within the District to house and operate the Clinical Room, which will be located in Room Number Robotics Rm on the First Floor of the Watersmeet Township School, which located at N. 4720 US Highway 45, Watersmeet, Michigan 49969.

1.2 Facilities. The District will provide, at no charge to LVDHC, use of that Clinical room. In addition, LVD and its agents and invitees will have the non-exclusive right to use the common areas of the school in which the Clinical Room is located. LVD agents and invitees at the Clinical Room are required to comply with all District visitor policies and sign-in protocols, now or hereafter in effect, when entering the school. All common areas will be under the exclusive management of the District. LVD will not be permitted to make structural alterations to District facilities, unless the District provides prior written consent and such construction, renovation, and alteration complies with all applicable local, state, and federal laws, including the School Buildings Construction Act, MCL 388.851 et seq.,

the Stille-DeRossett-Hale Single Construction Code Act, MCL 125.1501 et seq., and the Michigan Building Code.

1.3 Personal Property. LVD will be responsible for providing all personal property, if any is needed in LVD's determination, to operate the Clinical Room.

1.4 Equipment. LVD will equip the Clinical Room without making any material alterations, except such fixtures or structural alterations that the District may approve by written permission in advance of any such installation. Equipment placed on or at the Clinical Room by LVD will remain belonging to LVD, and not the District, other than permanent fixtures or structural alterations.

1.5 Hours of Operation. The Clinical Room will be available while school is in session, Mondays through Fridays. The Clinical Room may be made available after hours or at other times for which the District's Superintendent provides advance written approval. Under no circumstance, however, will LVD be allowed to use the Clinical Room for overnight dwelling purposes.

1.6 Utilities. The District will provide the Clinical Room with all heating, water, electricity, and other utilities and custodial services that the rest of the building receives. The District will also provide phone and internet utilities to LVD in the same manner that the rest of the building receives.

1.7 Parking. The District will provide LVD and its agents, employees, patients and invitees with the use of a non-exclusive parking lot, adjacent to the Clinical Room. The District will maintain the parking lot in good condition, normal wear and tear excepted, and will remove snow from the parking lot while school is in session.

ARTICLE 2: TERM AND TERMINATION

2.1 Term. This Agreement will commence on April 1, 2025, and will continue until the last school day of the 2025-2026 school year. This Agreement will not automatically renew but may be extended by mutual agreement or amendment in writing by both Parties.

2.2 Termination. Either Party may terminate this Agreement, with or without cause, upon providing thirty (30) calendar days' prior written notice to the other Party. Upon termination of this Agreement, LVD will quit and surrender the Clinical Room and any keys thereto, and return same to the District in as good condition and repair as received, reasonable wear and tear excepted, together with all non-removable alterations, additions, and improvements that may have been made in, to, or on the Clinical Room.

ARTICLE 3: LIAISONS

3.1. Contact Persons. To establish a point of contact and engage in efficient operations of the Clinical Room, the Parties will contact each other through their designated liaisons.

3.2. Designated Liaisons.

- a. The District's liaison is the Superintendent of Schools.

George R. Peterson, III
K-12 Principal/A.D.
Watersmeet Township School District
N4720 Hwy 45 – P.O. Box 217
Watersmeet, Michigan 49969

- b. LVD's liaison is Charissa Jeske Mahler, LVDHC Behavioral Health Director.

Charissa Jeske Mahler
Behavioral Health Director
Lac Vieux Desert Health Center
P.O. Box 9
Watersmeet, Michigan 49969

ARTICLE 4: LVDHC OBLIGATIONS

4.1 Licensing and Qualifications. LVD is responsible for ensuring that its employees hold all required certifications and licenses required for the lawful carrying on of mental health services. LVD represents and warrants that its employee(s) is either a licensed master's level social worker (LMSW) or licensed master's level counselor (LPC).

4.2 Background Check. LVD will initiate criminal background checks on all employees providing services under this Agreement. LVD will not assign any person to provide services under this Agreement if that person has been convicted of a felony or any "listed offense" as defined by Michigan law, MCL 28.722.

4.3 Services. LVD, at no cost to the District, will be responsible for staffing the Clinical Room and will provide support to student-aged children facing various issues. LVD will offer a range of services to support students' mental health and well-being. LVD may provide the following services:

- Individual counseling to address various concerns, including, but not limited to, anxiety, depression, behavioral issues, trauma, and family problems;
- Behavioral health services;

- Crisis intervention;
- Group counseling to help students with similar issues, such as coping with grief, managing anxiety, improving social skills or addressing bullying.
- School-wide mental health promotion and education

The goal of the individual services is to conduct 10-12 sessions per week, adjusting based on need using evidence-based techniques like Cognitive Behavioral Therapy (CBT), Solution-Focused Brief Therapy (SFBT), and Play Therapy.

Group sessions will be facilitated 1-2 times per week in small groups of 4-6 students.

LVD counselor will promote school-wide mental health education and collaborate and consult with teachers, staff and parents.

LVD Counselor will respond, as needed during the school day for crisis intervention, following established protocols, collaborating with school administration, notifying parents or guardians and referral to outside services as necessary.

Services must be provided in person and on site. Services will follow Michigan's Mental Health Code, adhere to standards of care for the provision of mental health services, including timely client records documentation (assessment, screening tools as indicated, treatment plan and treatment plan review as warranted, consents, releases of information as necessary, and referrals).

Services are intended for District students only. LVD will not provide family therapy or services to non-District students while at the Clinical Room.

4.4 Prohibited Services. LVD will operate the Clinical Room in accordance with all applicable federal, state, and local laws including but not limited to MCL 380.1507, which provides that: "A person shall not dispense or otherwise distribute in a public school or on public school property a family planning drug or device." The Clinical Room as a part of the services offered will not provide abortion counseling services, or make referrals for abortion services. Also, the Clinical Room will not prescribe birth control pills or devices or narcotic drugs.

4.5 Services for Minors. Except as provided by law, LVD will ensure that all minors receiving services at the Clinical Room will have current consent documents on file with the Clinical Room, signed by the student's legal parent or guardian.

4.6 Non-Compulsory Nature. LVD's services are not intended nor will be construed as a compulsory physical examination or compulsory medical treatment of students. MCL 380.1504. Patients may withdraw from services at any time.

4.7 Staffing. LVD is the sole and exclusive employer of its respective

employees at all times and for all purposes, including hiring, directing, discharge, compensation, overtime wages, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, transportation costs, and other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protections and benefits, retirement and pension, any employment taxes, and any other statutory or contractual right or benefit based on any employment status. LVD employees will not be entitled to the wages or benefits provided to District employees.

4.8 Insurance. During the term of the Agreement, LVD will obtain and maintain, at its sole costs and expense, commercial general liability insurance having limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate combined single limits for bodily injury, personal injury, and property damage. The commercial general liability insurance policy will name "Watersmeet Township School District" as an additional insured. Upon request, LVD will promptly provide the District with a copy of proof of insurance coverages.

LVD will also obtain other insurance policies as required by law, with minimum limits as customary and commercially reasonable for the operations of LVD. This Agreement does not waive or diminish any constitutional, statutory, and/or other legal right, privileged power, obligation, duty or immunity of either LVD or the District and shall not be construed to waive the defense of governmental immunity held by any party to this Agreement. LVD will be solely responsible for any claims or injuries caused by its employees or contractors for services provided under this Agreement.

4.9 Third-Party Liability. LVD will be responsible for all injury or loss to any person or property due to the acts or omissions, whether negligent or intentional, of LVD's employees, contractors, and agents directly related to providing services in the Clinical Room under this Agreement. LVD will indemnify and hold harmless the District from any and all liability and claim for injury or loss to any person or property arising from the acts or omissions, whether negligent or intentional, of LVD's employees, agents. Likewise, the District will be solely responsible for all injury or loss to any LVD employee, contractor, or agent's person or property due to the acts or omissions, whether negligent or intentional, of the District's employees, contractors, and agents occurring in, on or about the building in which the Clinical Room is located. This paragraph will survive the termination of this Agreement.

4.10 Confidentiality; Protected Health Information. Insofar as LVD is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). LVD will safeguard protected health information. Pursuant to HIPAA, "protected health information" means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium, subject to statutory exception. 45 CFR § 103. Accordingly, the nature, content, and identity of recipients of services provided by LVD will not be disclosed, shared, or revealed to any third party (including, but not limited to, District employees and

agents), except as required by applicable law or as authorized by the patient or, if applicable, by the patient's parent or guardian. The District will reasonably cooperate with and execute any non-monetary, standard form business associate agreement that LVD deems necessary to fulfill its obligations under HIPAA and provide satisfactory assurances for safeguarding protected health information.

ARTICLE 5: DISTRICT OBLIGATIONS

5.1 Student Education Records and Referrals. The District is required to protect the privacy of student education records in accordance with the Family Educational Rights and Privacy Act, 20 USC § 1232g; 34 CFR § 99.1 et seq. The District will not share student education records with or make referrals to LVD, unless a statutory exemption applies. For instance, the District may share student education records if the student's parent or guardian provides written consent that (a) specifies the records that may disclosed, (b) states the purpose of the disclosure, and (c) identifies LVDHC as the party to whom the disclosure may be made. 34 CFR § 99.30.

5.2 Maintenance. The District will keep the structural facilities in good repair. Such repairs will be the District's responsibility and sole expense, except those made necessary by the negligent or willful acts or omissions of LVD or LVD's agents or employees which will be made at LVDHC's sole expense.

5.3 Repairs Due to Casualty. If the Clinical Room is damaged or destroyed, in whole or part, by fire or other casualty during the term of this Agreement, the District may repair and restore the site to good tenable condition within a reasonable period of time. Such repair will include the replacement of any property damaged or destroyed by water or fire. During the repair period, LVD may suspend its operation of the Clinical Room as it reasonably believes appropriate considering alternative space, which the District may choose to make available, and the nature and amount of repairs necessitated by the casualty.

5.4 Insurance. During the term of the Agreement, the District will obtain and maintain property insurance over the Clinical Room at an amount in consultation with its insurance carrier.

ARTICLE 6: BILLING

6.1 Billing. LVD will have the sole and exclusive right to bill and collect for services provided at or through the Clinical Room. LVD releases the District from any unpaid fees for services and will not look to or invoice or otherwise charge the District for those fees.

ARTICLE 7: TAXES

7.1 Taxes. The Parties fully understand and acknowledge that the District is a tax-exempt entity and, accordingly, any taxes or special assessments to the school building due to LVD's use of the Clinical Room will be the responsibility of LVD. In the event a notice of tax assessment is issued, the District will share with LVD, who will promptly and directly pay when due.

ARTICLE 8: MISCELLANEOUS

8.1 Relationship of Parties. Nothing herein will create or be deemed to create any relationship of agency or joint venture between LVD and the District. Neither party shall have the power to bind or obligate the other in any manner. LVD use of District property will not be construed as an endorsement of LVD activities, as the District does not have control over LVD's means, methods, or techniques of services.

8.2 Non-Discrimination. Neither Party will discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or 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. This provision is required by Michigan law, MCL 37.2209.

8.3 Non-Assignment. No Party may assign this Agreement without the prior written consent of each Party to the document. Neither Party will sublease the Clinical Room during the term of this Agreement.

8.4 Notices. All notices required or permitted by this Agreement shall be personally delivered or sent first class mail, postage prepaid to the Parties at the address first listed above.

8.5 Governing Law. This Agreement is governed by the laws of the State of Michigan. The District can only be sued in the county where it exercises its governmental authority, except that if the cause of action arose in the county of the governmental unit's principal office (i.e., Gogebic County), then that county is the proper county in which to commence and try actions against the District, pursuant to MCL 600.1615.

8.6 Use of Logo. Neither Party will use the other's name, logo or trademark for any purpose without the prior written consent of the other Party.

8.7 Entire Agreement. This Agreement contains the entire Agreement between the Parties to the exclusion of any prior documents or oral agreements. This Agreement may be modified only if both Parties sign an amendment in writing.

8.8 Authority to Execute; Counterparts. The undersigned individuals, by executing this document, certify that they are duly authorized to sign on behalf of their respective Parties. This Agreement may be executed in counterparts, each of which will

be deemed an original, but all of which together will constitute one instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

The Parties have caused this Memorandum of Understanding to be executed by their duly authorized representative.

**WATERSMEET TOWNSHIP SCHOOL DISTRICT,
a Michigan general powers school district**



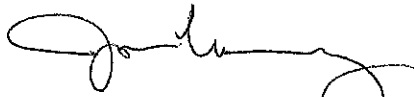
By: George Peterson

Its: Superintendent

Date: _____

3-17-25

LAC VIEUX DESERT BAND OF LAKE SUPERIOR CHIPPEWA INDIANS,



By: James Williams, Jr.

Its: Chairman

Date: _____

3/19/2025