

Amendment to the Agreement

October 2022

Based on the review of the Agreement by both Parties in September 2022, the following amendments are agreed upon by the Parties:

A. GENERAL OPERATIONS - PRESCHOOL CENTER

14. Recruitment & Enrollment: The EUPISD will be responsible for all recruitment and enrollment activities associated with the preschool center. A minimum of 12 childcare slots annually will be reserved for LSSU faculty or LSSU students at the Superior Start location. An additional 10 slots will be reserved annually for LSSU faculty or students at other child care sites operated by the EUPISD. The method and criteria for LSSU slot distribution is at the discretion of LSSU. Annual enrollment for LSSU faculty and students will open in January. Slots will be held until June 30. Any unused slots will be opened to the public on July 1.

B. GENERAL OPERATIONS – EUPISD EARLY CHILDHOOD OFFICE SPACE

1. Office Space: The University will provide the agency with the minimum following office space:
 - Michigan Hall (1,541 square feet) including 2 offices at 100 square feet each that afford privacy, 9 office spaces that may be shared and conference space to accommodate 15 people.
 - Kenneth J. Shouldice Library Offices 215, 219, 220, 221, 222 (630 square feet)
 - Considine Hall – Room 018 (704 square feet)

Office space will be provided by the University at an annual rental cost of \$6.00 per square foot inclusive of all costs.

2. Parking: The University will provide parking spaces for all EUPISD employees assigned to the identified locations in this agreement as well as a minimum of 3-5 temporary spaces for visitors and parents in close proximity to office space at no cost to the EUPISD.

C. TERMS OF THE AGREEMENT

1. Section E of the original Community Preschool Agreement is hereby deleted and replaced with the following:

“This Agreement is effective upon signing this amendment for a duration of THREE years. The two parties can negotiate a new agreement at least three months before the expiry date of this agreement.”

Notice. Any notice under this Agreement shall be directed to:

Agency:

Attn: Angie McArthur
Superintendent
Eastern Upper Peninsula Intermediate School District
315 Armory Place
Sault Ste Marie, MI 49783

University:

Dr. Nafez Alyan
V.P. of Finance, Operations, & IT
650 West Easterday Ave
Lake Superior State University
Sault Ste. Marie, MI 49783

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

By: _____
Angie McArthur
Superintendent
Eastern Upper Peninsula Intermediate School District

Date

Dr. Rod Hanley
President
Lake Superior State University

Date

Dr. Nafez Alyan
V.P. of Finance, Operations, IT
Lake Superior State University

Date

Amendment to the Agreement September 2019

Based on the review of the Agreement by both Parties in May 2019, the following amendments are agreed upon by the Parties:

B. GENERAL OPERATIONS - EUPISD EARLY CHILDHOOD OFFICE SPACE

6. Internet/Phone: Internet and phone services will be provided by the EUPISD at no cost to the University.

Notice. Any notice under this Agreement shall be directed to:

Agency:


Attn: Dr. Daniel Reattoir
Superintendent
Eastern Upper Peninsula Intermediate School District 315
Armory Place
Sault Ste Marie, MI 49783

University:


Dr. Lynn Gillette
VP for Academic Affairs and Provost
650 West Easterday Ave
Lake Superior State University Sault
Ste. Marie, MI 49783

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

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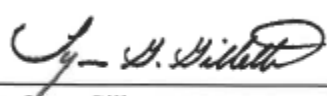
By:  _____
Dr. Daniel Reattoir
Superintendent
Eastern Upper Peninsula Intermediate School District

Date

By:  _____
Dr. Rod Hanley
President
Lake Superior State University

9/25/19

Date

By:  _____
Dr. Lynn Gillette
VP for Academic Affairs and Provost
Lake Superior State University

9/20/19

Date

Community Preschool Agreement (6.2016 ver)

The Eastern Upper Peninsula Intermediate School District and Lake Superior State University agree that the establishment of a high quality, tuition based community preschool program for children 2 ½ to 5 years of age is mutually beneficial to the educational mission of each entity and to the greater community.

As such, this Agreement is made this June 1, 2016 by and between Eastern Upper Peninsula Intermediate School District, hereinafter called "EUPISD", and Lake Superior State University, hereinafter called "University", individually, a "Party" and collectively, the "Parties" to set forth the terms and conditions of engaging in provision of a community preschool to be located on University property.

IT IS THEREFORE AGREED AS FOLLOWS:

B. GENERAL OPERATIONS - PRESCHOOL CENTER

Preschool Educational Program. The EUPISD shall, in consultation with representatives of the University, plan and administer the program for preschool students at the preschool site beginning on July 1, 2016 and each Party to this agreement shall assume the following responsibilities:

- I. The EUPISD shall provide the University with its overall plan for the use of preschool facilities prior to the opening of the center. The plan shall include details of the EUPISD's program at the University, including the handbook, staff qualifications, policies and procedures.
2. Parking: The University will provide adequate parking spaces for parents, teaching staff and visitors of the preschool center in close proximity to the preschool center at no cost to the EUPISD.
3. Snow Removal/Lawn Care: The University will provide all snow removal and lawn care services for the preschool center at no cost to the EUPISD.
4. Preschool Center Space: The University will provide the building for preschool center at no cost to the EUPISD. The building will be of sufficient size, facilities and condition to meet the needs of State of Michigan licensing requirements.
5. Child Care License: The EUPISD will be responsible for securing and maintaining a child care license with the State of Michigan. The EUPISD agrees to operate the center in compliance with all State of Michigan child care licensing rules and regulations and will be responsible for all renewals.
6. Insurance:
The University will provide insurance for the preschool center:
 - a. Basic building insurance for all facilities utilized by the preschool center and LSSU employees working in, on or around the preschool center.
 - b. Worker's Compensation with Employers' Liability: Statutory Limits for student workers.

- c. Commercial General Liability: \$1,000,000 per occurrence & \$1,000,000 aggregate

The EUPISD will provide insurance for the preschool center.

- a. Worker's Compensation with Employers' Liability: Statutory Limits
- b. Commercial General Liability: \$1,000,000 per occurrence & \$1,000,000 aggregate
- c. Auto Liability: \$1,000,000
- d. Sexual Abuse and Molestation coverage is also required with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate (when minors are involved).
- e. Excess Liability (Umbrella): \$3,000,000 per occurrence
- f. Property insurance covering all EUPISD owned equipment and furniture.

Each Party is required to give notice to the other Party not less than 30 days prior to termination or reduction of insurance coverages.

Certificates of insurance and policy endorsements with above listed limits must be shared annually with vendor's insurance being primary over LSSU's insurance. LSSU shall be listed as additional insured on all but Workers' Compensation. EUPISD shall be listed as additional insured on LSSU's Commercial General Liability Insurance. Carriers to have an AM Best Rating of A- VIII or better.

- 7. Preschool Equipment: The University will provide all available preschool equipment currently owned by the University at no cost to the EUPISD. All such equipment will remain the property of the University in the event of a closure. Any additional equipment needed, including consumable supplies, will be the responsibility of the EUPISD and will be the property of the EUPISD in the event of a closure of the preschool center. An annual inventory of all equipment shall be completed identifying the owner of the equipment. The EUPISD shall not be liable for normal wear and tear to furniture and equipment.
- 8. Website: The EUPISD will provide and maintain a website for preschool center at no cost to University.
- 9. Internet/Phone: Internet and local phone services will be provided by the University at no cost to EUPISD.
- 10. Advisory Board: The EUPISD will convene an Advisory Board that will include members of the University Education Department, EUPISD employees, parents of children in the preschool center, and preschool center teaching staff.
- 11. Food Service: The EUPISD will be responsible for food service for the preschool center and related costs.
- 12. Tuition: Tuition rates will be determined and maintained by the EUPISD. The EUPISD will be responsible for all billing and accounting associated with tuition. The EUPISD will responsible for any deficits in revenue.
- 13. Staffing: The EUPISD will be responsible for hiring and supervising all preschool center staff. The EUPISD shall provide qualified supervision of all preschool center activities.

14. Recruitment & Enrollment: The EUPISD will be responsible for all recruitment and enrollment activities associated with the preschool center.
15. General Maintenance: The University will provide custodial duties a minimum of 3 times per week in the preschool center at no cost to the EUPISD. The University will provide daily garbage removal from the preschool center at no cost to the EUPISD. General maintenance and repairs to the building structure is the responsibility of the University at no cost to the EUPISD. Any damages to the building structure not covered by the building insurance that occurred as a direct result of the program are the responsibility of the EUPISD.
16. Records: The EUPISD will be responsible for maintaining all student and preschool center records.

C. GENERAL OPERATIONS - EUPISD EARLY CHILDHOOD OFFICE SPACE

EUPISD Early Childhood Education. In order to ensure supervision and support necessary for an exemplary preschool program, the EUPISD shall maintain operations of its Early Childhood Education Department on the University campus beginning July 1, 2016 and both parties shall assume the following responsibilities:

3. Office Space: The University will provide the agency with a minimum of 1,200 square feet, 2 offices at 100 square feet each that afford privacy, 9 office spaces that may be shared and conference space to accommodate 15 people. Office space will be provided by the University at an annual rental cost of \$4.00 per square foot inclusive of all costs.
4. Parking: The University will provide parking spaces for all 10 EUPISD employees as well as a minimum of 3-5 temporary spaces for visitors and parents in close proximity to office space at no cost to the EUPISD.
5. Snow Removal/Lawn Care: The University will provide all snow removal and lawn care services for office space at no cost to the EUPISD.
6. General Maintenance: The University will provide custodial duties a minimum of 1 time per week in the office spaces at no cost to the EUPISD. The University will provide daily garbage removal from office spaces at no cost to the EUPISD. General maintenance and repairs to the building structure is the responsibility of the University at no cost to the EUPISD. Any damages occurred as a result of the EUPISD are the responsibility of the EUPISD.
7. Office Equipment: The EUPISD will provide all equipment including furniture and office equipment and will remain the property of the EUPISD in the event of a termination of this agreement.
8. Internet/Phone: Internet and local phone services will be provided by the University at no cost to EUPISD.

C. UNIVERSITY STUDENTS AND STAFF ACCESS

The EUPISD and University jointly agree that it is in the interest of both parties to this agreement to encourage University students to interact with the Preschool program as part of a practicum, field experience and/or work study. In order to maintain a quality preschool

environment and comply with State of Michigan Child Care Licensing regulations, University student and staff will be reasonably restricted from accessing the preschool center during hours of operation without prior approval from center management staff. Criminal background clearance to include fingerprinting will be required in some cases as per applicable regulations as determined by the EUPISD. Additionally, the University agrees to provide the following:

1. Practicum: In the event the University places practicum students at the preschool center, the EUPISD and the University will enter into a separate agreement for the term of the practicum study.
2. Field Experience: In the event the University places field experience students at the preschool center, the EUPISD and the University will enter into a separate agreement for the term of study.
3. Work Study (University and/or federally funded): In the event the University places Work Study students at the preschool center, the EUPISD and the University will enter into a separate agreement for the term of employment. The placement of several Work Study students within the preschool center is encouraged each term.

D. GENERAL PROVISIONS

The Parties jointly agree that they shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the University, the EUPISD and the greater community. Through these efforts the University can offer its students beneficial educational experience in a high quality preschool environment and the EUPISD can benefit by aiding in the growth and development of the profession. Both Parties entering into this agreement acknowledge the mutual benefits in the potential for recruitment of LSSU graduates into early childhood employment opportunities, collaboration on advances in the field of Early Childhood to include the potential of grant opportunities and also the investment in the local community's early childhood education.

The Parties mutually acknowledge and agree as follows:

1. Each entity shall be solely and entirely responsible for its obligations under this Agreement and for the acts and omissions attributable to it, or its officers, employees, or agents during the performance of this Agreement. To the extent permitted by law, each entity shall indemnify and hold harmless the other entity from any claims, suits, damages or causes of action, including a defense thereof, arising out of any action or inaction by the other entity, its officers, employees, agents or subcontractors with respect to the Services or this agreement.
2. Each Party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program. Specifically, the Parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment or a matter directly or indirectly related to employment due to race, color,

religion, sex, national origin, income, age, height, weight, disability, marital status or veteran status.

3. Employees of the EUPISD shall not be deemed to be employees of the University for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. The EUPISD shall be exclusively and solely responsible for hiring, training, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other matters relative to preschool personnel. Employees of the University shall not be deemed to be employees of the EUPISD for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose.
4. In the performance of their respective duties and obligations under this Agreement, each Party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct. This Agreement is for the purpose of providing opportunities for preschool students.
5. To the extent permitted by law, both parties will hold the other party harmless from any and all claims and costs arising from the request from either party for the withdrawal from this agreement.
6. This Agreement constitutes the entire agreement between the Parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.
7. No amendment or modification to the Agreement, including any amendment or modification of this paragraph, shall be effective unless the same is in writing signed by the Party to be charged.
8. The Parties shall not assign, transfer, delegate and give their rights, privileges or duties contained within this Agreement without the prior written consent of the other Party.
9. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.
10. The Parties shall comply with all applicable, federal, state and local laws, rules, regulations, ordinances and agency policies.
11. Nothing contained in the Agreement is intended to, nor shall it waive the defense of governmental immunity by either Party.
12. Nothing in the Agreement is intended or shall be construed to confer third party benefit status or rights pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to the Agreement.
13. **Severability Clause.** If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired, or prejudiced thereby.
14. **Time of Essence.** The parties understand and agree that time is of the essence in performing their respective responsibilities under this Agreement.
15. **Force Majeure.**
 - (a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from

performing any one or more obligations under this agreement (the **Nonperforming Party**) will be excused from performing those obligations, on condition that it complies with its obligations under section __**(c)**.

(b) For purposes of this agreement, **Force Majeure Event** means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement, (other than an obligation to pay money), on condition that that party that uses reasonable efforts to do so, except that a Force Majeure Event will not include a strike or other labor unrest that affects only one party or an increase in prices.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance under this agreement.

16. **Counter-Parts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

E. TERMS OF AGREEMENT

This Agreement shall become effective as of June 1, 2016 and shall continue thereafter until terminated by either Party upon ninety (90) days' written notice of termination. This Agreement shall be reviewed every three years by both Parties and may be amended by written agreement of the Parties.

Notice. Any notice under this Agreement shall be directed to:

Agency:

Attn: Dr. Daniel Reattoir
Superintendent
Eastern Upper Peninsula Intermediate School District
315 Armory Place
Sault Ste Marie, MI 49783

University:

Dr. David Finley
Interim VP for Academic Affairs and Provost
650 West Easterday Ave
Lake Superior State University
Sault Ste. Marie, MI 49783

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

By: Dr. Daniel Reattoir Date 6/14/16
Dr. Daniel Reattoir
Superintendent
Eastern Upper Peninsula Intermediate School District

By: Thomas Pleger Date 6/16/16
Dr. Thomas Pleger
President
Lake Superior State University

By: David R. Finley Date 6/9/16
Dr. David Finley
Interim VP for Academic Affairs and Provost
Lake Superior State University