

## COMMUNITY RECREATION AGREEMENT

This Community Recreation Agreement (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 2024 by and among the **FOWLerville COMMUNITY SCHOOLS**, a Michigan general powers school district, whose address is 7677 W. Sharpe Road, Suite A, Fowlerville, Michigan 48836; the **VILLAGE OF FOWLerville**, a Michigan municipal corporation, whose address is 213 S. Grand Avenue, Fowlerville, Michigan 48836; the **TOWNSHIP OF IOSCO**, a Michigan municipal corporation, whose address is 2050 Bradley Road, Webberville, Michigan 48892; the **TOWNSHIP OF COHOCTAH**, a Michigan municipal corporation, whose address is 10518 Antcliff Road, Fowlerville, Michigan 48836; the **TOWNSHIP OF CONWAY**, a Michigan municipal corporation, whose address is 8015 N. Fowlerville Road, Fowlerville, Michigan 48836; and the **TOWNSHIP OF HANDY**, a Michigan municipal corporation, whose address is 135 N. Grand Avenue, Fowlerville, Michigan 48836 (individually, a “Party” and collectively, the “Parties”).

**WHEREAS**, Section 11a of the Revised School Code, MCL 380.11a, permits Fowlerville Community Schools (the “School District”) to enter into agreements, contracts, or other cooperative arrangements with public entities as part of the functions of a school district, which expressly include the operation of recreation programs; and

**WHEREAS**, the Parties desire to jointly operate a Community Recreation Program to service the greater areas of the School District, the Village of Fowlerville, and Iosco, Cohoctah, Conway and Handy Townships.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Purpose.** A Community Recreation Advisory Board (“Advisory Board”) shall serve in an advisory capacity to the School District’s Board of Education (“Board of Education”) as provided in this Agreement. Each Party shall appoint one representative to the Board, who shall continue to serve at the discretion of the respective appointing Party. The Advisory Board shall provide recommendations and advice to the Board of Education with respect to the administration of the Community Recreation Program, and the Board of Education shall afford such advice and recommendations considerable weight, but all administrative decision-making shall belong ultimately to the Board of Education.
2. **Duties and Responsibilities.** The Advisory Board shall be responsible for performing the following functions unless otherwise ascribed to the Board of Education:
  - a. Volunteers shall serve subject to the approval of the Board of Education or its authorized representative.
  - b. Advise the Board of Education concerning employees assigned through the Community Recreation Program. The Board of Education may hire a full-time Recreation Director and an Assistant Director at 30 hours per week and a Support staff person at 20 hours per week for the administration of the Community Recreation Program. The Advisory Board may make a recommendation regarding

applicants for these positions and salary/wages, and the final hiring decisions shall rest with the Board of Education. The Board of Education may hire, or contract for, temporary or part-time employees such as referees, umpires, field workers, custodians and program aides on a seasonal basis when necessary. The Board of Education may retain additional paid employees for the purposes of this Agreement only upon request or recommendation by the Advisory Board. All costs associated with the employment of persons hired to administer or perform under this Agreement shall be included in the cost of the Community Recreation Program.

- c. Approve all activities to be offered in the Community Recreation Program under this Agreement, with the exception of the programs listed below, the administration of which shall depend on sufficient participation, as determined by the Board of Education. The offering of new or additional activities under this Agreement shall be subject to approval by the Advisory Board, the Board of Education or its authorized representatives, and each governmental unit participating in this Agreement. New programs or activities will require an approval of the majority of the governmental units participating in this Agreement. A participating governmental unit in the minority, electing not to participate in new activities not listed below, may choose to have their residents pay the non-resident fee and will not be charged for the number of residents enrolled in the activity. A majority vote of the Advisory Board is required for the discontinuation of any activity listed below:

Basketball--Youth Boys	Basketball--Youth Girls
Track & Field	Wrestling
Basketball—Tournaments	Cheerleading
Soccer—Youth	Softball--Youth
Volleyball—Youth	Tennis
Football—Junior	Travel Baseball--Junior
Baseball—Junior	Travel Soccer
Travel Softball—Junior	Clinics

- d. Review and monitor the policies, rules, and regulations of all activities and programs to secure the safety and wellbeing of program participants, and make recommendations to the Board of Education and/or the Parties with respect to suggested changes.
- e. Establish a means to resolve grievances, complaints, and other concerns within the Community Recreation Program, subject to the provision that the Board of Education shall be the final arbiter in any such matter. The Advisory Board shall promptly provide the Board of Education with reports of such matters if requested by the Board of Education.
- f. Prepare, in conjunction with the Board of Education or its authorized representative, a budget for each fiscal year based upon projected expenses and revenues. For the purpose of this Agreement, the fiscal year will run from July 1

through June 30. A proposed budget reflecting the projected expenditures and revenues of the Community Recreation Program for the next fiscal year beginning July 1 will be sent to each participating governmental unit participating in this Agreement by January 31. After approval of the budget by a majority of the governmental units, the budget will be sent to the Board of Education. The budget will be amended by the Advisory Board and each participating governmental unit if revenues or expenses do not meet projections in order to ensure that the Board of Education does not incur any direct operating costs for the Community Recreation Program during the fiscal year.

3. **Fiscal Agent Responsibilities.** The Board of Education shall serve as fiscal agent under this Agreement.

- a. The Board of Education, as fiscal agent, shall employ all paid employees hired with respect to this Agreement, and shall operate the Community Recreation Program. Any employees hired by the Board of Education for the Community Recreation Program are not intended as employees of any Party other than the Board of Education under this Agreement.
- b. The Board of Education shall secure liability insurance coverage for members of the Community Recreation Board, paid employees hired pursuant to the Agreement, and volunteers serving in the Community Recreation Program under this Agreement. The Board of Education will issue certificates of insurance, naming each Party as an additional insured, if requested.
- c. The Board of Education shall conduct all financial transactions necessary with respect to the Community Recreation Program under this Agreement, including purchasing, payroll, etc.
- d. The Board of Education shall maintain separate accounts with respect to all transactions under this Agreement. The books of the Board of Education with respect to this Agreement shall be subject to review by any Party upon a reasonable basis.
- e. The Board of Education shall submit a monthly report to the Advisory Board indicating actual year-to-date revenues and expenses and estimated revenues and expenses for the remainder of the fiscal year.

4. **Payment and Fees.**

- a. Registration fees shall be charged to participants for each activity in the Community Recreation Program in order to defray all or a portion of the cost involved in establishing and providing a Community Recreation Program. The Advisory Board shall recommend all fees established pursuant to this Agreement, but such fees shall be approved by the Board of Education or its authorized representative. In establishing the fee schedule there shall be assessed an additional fee for participating persons who live outside the boundaries of the participating townships and, in addition thereto, there shall be an additional fee assessed for participating

persons who live outside the boundaries of the School District as well as outside the boundaries of the other Parties.

- b. The Board of Education shall submit bills to each participating governmental unit twice each fiscal year. The first bill shall be submitted after January 1 and include up to 50% percent of each governmental unit’s share of program costs incurred in excess of the revenues for the period July 1 – December 31. The second bill shall be submitted after the close of the fiscal year and include the remainder of program costs incurred in excess of the revenues for the remainder of the fiscal year, January 1 – June 30. Each governmental unit shall remit payment no later than 45 days from which the billing is made. Failure to pay all or a portion of the amounts when due shall constitute a breach of this Agreement. Such costs shall be billed to the governmental units according to the following formula:

$$\begin{array}{rcl}
 \text{Number of Enrollments} & \text{Total Program} & \text{Participating} \\
 \text{from the participating units} & \text{x cost in excess} & \text{unit's} \\
 \text{Total enrollments from} & \text{of revenues} & \text{contribution} \\
 \text{all participating units} & & 
 \end{array}
 =$$

An administrative fee of 2% of the total Community Recreation Program costs shall be charged by the Board of Education to the participating governmental units to defray all or a portion of the indirect costs involved in administering the Community Recreation Program.

- c. A Party’s obligation under this section shall survive that Party’s termination of or withdrawal from this Agreement.
5. **Equipment.** All equipment purchased by, or donated to, the Community Recreation Program shall be owned by and considered to be the property of the School District. If the School District terminates its participation in the Community Recreation Program under this Agreement, the School District shall sell such property or equipment for the sum of \$1.00 to the remaining Parties. If all Parties jointly agree to dissolve the Community Recreation Program, the School District agrees to sell such property and equipment for the sum of \$1.00 to a successor organization providing community recreation in the Fowlerville area. If there is no such successor organization, and if all Parties jointly agree to dissolve the Community Recreation Program pursuant to this Agreement, then the School District shall be entitled to retain such property and equipment.
  6. **Term.** This Agreement shall commence as of the date set forth above, and shall expire on December 31, 2024. This Agreement shall automatically renew for successive one year periods (i.e., January 1 – December 31). A Party may withdraw from this Agreement by furnishing all other Parties, on or before November 1 of each year, with written notice of its intent to terminate participation in the Agreement effective December 31 of that year. If more than one Party provides such timely notice of an intent to terminate in the same year, the remaining Parties shall have an additional 30-day period (i.e., until December 1

of that year) to furnish written notice to the remaining participants of the intent to terminate participation.

- 8. **Additional Parties.** Additional parties may hereafter be added to this Community Recreation Program through this Agreement upon the approval of all Parties, provided that the additional party shall be subject to the same terms and conditions as all Parties.
- 9. **Entire Agreement.** This Agreement reflects the Parties' entire agreement and shall supersede any previously made Community Recreation Agreements made by the Parties. This Agreement may be amended only in a writing signed by all the Parties.
- 10. **Governing Law.** This Agreement shall be construed and interpreted in accordance with Michigan law.
- 11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have caused this Community Recreation Agreement to be executed on the date and year first above written.

**FOWLerville COMMUNITY SCHOOLS**

By \_\_\_\_\_  
Board of Education                      President

By \_\_\_\_\_  
Board of Education                      Secretary

Authorized by resolution of \_\_\_\_\_

**VILLAGE OF FOWLerville**

By \_\_\_\_\_  
   Village President

By \_\_\_\_\_  
   Village Clerk

Authorized by resolution of \_\_\_\_\_

**TOWNSHIP OF IOSCO**

By \_\_\_\_\_  
Supervisor

By \_\_\_\_\_  
Clerk

Authorized by resolution of \_\_\_\_\_

**TOWNSHIP OF COHOCTAH**

By \_\_\_\_\_  
Supervisor

By \_\_\_\_\_  
Clerk

Authorized by resolution of \_\_\_\_\_

**TOWNSHIP OF CONWAY**

By \_\_\_\_\_  
Supervisor

By \_\_\_\_\_  
Clerk

Authorized by resolution of \_\_\_\_\_

**TOWNSHIP OF HANDY**

By \_\_\_\_\_  
Supervisor

By \_\_\_\_\_  
Clerk

Authorized by resolution of \_\_\_\_\_