

**CHASELL TOWNSHIP SCHOOL**  
**Board of Education**  
**Regular Meeting**

**October 18, 2021**

The Chassell Township School Board of Education met on Monday, October 18, 2021. President Randal Danison called the meeting to order at 5:30 p.m.

Present: Randal Danison, Roger Tervo, Ken Kytta, Tanya Etelamaki, Peter Torola

Absent: Carl Olson, B.J. (Brady) Tervo

Guests: Rebecca Torola, Trevor Clark, Sarah and Marco Guidotti, Jomarie Wakeham, Angela Danison, Senia Kuntze, Jill Tervo, Jeff Pietila, Kara LaTendresse, Raphael Soumis, Steve Laux, Nora Olson, Jane, Jeff, Bill Lela and Karl Rautiola, Brian Waters, Wendy Kaura, John and Becca Schutz, Emily Hyrkas, and the Jeffers boys varsity basketball team (in the hallway).

**Guests**

(Comments as listed below):

- Karl Rautiola: "What have I done to not deserve a senior ball season. Why won't you sign the form? I feel like I haven't done anything, you guys won't listen to what we're saying."
- Steve Spahn: "You've done nothing wrong."
- Ken Kytta: "MHSAA makes the rules."
- Randal Danison: "It's a closed matter; regarding the educational transfer form. It will not be signed; this is repetitive. We've received overwhelming support from the community, other A.D.'s, coaches, etc. The bribery attempts, extortion threats, harassment, and bullying needs to cease and desist otherwise the board will seek legal action either civilly or criminally."
- Jane Rautiola: "Is this legal? It's a public meeting. I get four minutes; I'm going to speak. Why are you continuing to drag my family (\*\*\*) - she started to read a message allegedly sent by a board member to John Schutz; with vulgar language."
- Randal Danison: Directed Mrs. Rautiola to stop using foul language.
- Jane & Jeff Rautiola: "You want to know why we left? Disrespect, that's why we left. We feel we are treated unfairly."
- Jeff Rautiola: "Two weeks ago we sent an email to all board members about the awful text; we've received zero response. We were here for 17 years. There's no proof this is about sports."
- Peter Torola: "If you knew who sent the text, why didn't you go to him first instead of sending it to the entire board?"
- Jane & Jeff Rautiola: "We wanted him to explain himself."
- Raphael Soumis: "There are a lot of hard feelings. Myself as a coach, I still want to see Karl do well and I feel you guys are punishing Karl and I think it's wrong. You can't look at everything black and white. I think Karl should get to play."
- Wendy Kaura: "What other appeal can be made at the Board level? What's the next step?"
- Randal Danison: "File a lawsuit."
- Brian Waters: "Any decisions like this in the area before; I've heard there are others, but I can't think of any right now. How many students have left in the last couple of years? The board should be asking why people are leaving? We get to vote for you guys and that's all I've got to say."
- Steve Laux: "I don't think there's anyone in the room that doesn't love our community. This is sad, my kids left for their reasons, and I was sad when they left Chassell. I loved Chassell and don't have any complaints about the district. My understanding is you can sign off on the form. This is causing a black eye for the district with the handling of this situation. What if it is all about sports? So what? Go with your heart. What's best for Karl? What life lessons are we teaching him?"
- Emily Hyrkas: "They are leaving for other reasons. This doesn't seem to come from a place that is helping anybody."

- Peter Torola: (Speaking as a guest - See attached statement.)
- Jane and Jeff Rautiola: (immediately interjected) "We didn't know about the bribery. Mr. Danison should have been clear in his statement; we thought he was implying we were bribing." "Is anything going to happen to the board member who sent the text?"
- John Schutz: "I have the phone number it came from if you want to see it." (Mr. Schutz proceeded to show the text/phone number to Mr. Danison).

End of the guest comments.

Regular Board Meeting – September 23, 2021 – Tanya Etelamaki moved, seconded by Roger Tervo, to approve the minutes of the regular meeting on August 23, 2021 and the special meeting on September 13, 2021. Motion carried with all members voting AYE.

Treasurer's Report – B.J. (Brady) Tervo not present. (No report this month). Steve Spahn presented the Petty Cash report.

Ken Kytta moved, seconded by Peter Torola, to approve the petty cash report, and to pay the September bills as submitted. Motion carried on a roll call vote:

AYES: Roger Tervo, Ken Kytta, Tanya Etelamaki, Peter Torola, Randal Danison  
NAYS: None

#### **ADMINISTRATIVE ITEMS**

- A. Capturing Kids Hearts – The program is going well. Staff had another training session on Friday, October 8. The next training session will be in August or September 2022 before the next school year.
- B. Driver's Education - Two teachers are interested in teaching driver's education: Chris Schuldtt and Marco Guidotti.
- C. Retirement - Mr. Dave Hanke will be retiring at the end of the first semester (January 2022).

#### **COMMITTEE REPORTS**

- A. Athletic Item – Kara LaTendresse, Athletic Director reported on the following: Kara contacted Badger Sporting and received a quote for purchasing girls varsity basketball uniforms (Home - White). Jerseys were \$72.50 per piece and Shorts were \$60.00 each. Total cost would be \$1,987.00.

#### **DISCUSSION ITEMS**

- A. School Van - No update. B.J. (Brady) not present.
- B. Dress Code - It was discussed that teachers will need to possibly take photos of alleged dress code violations and write a statement as to why it's a violation. The topic was referred to the Education Committee for further discussion.

**ACTION ITEMS**

- A. Athletic Uniforms - Ken Kytta moved, seconded by Peter Torola, to accept the bid from Badger Sports for new varsity basketball uniforms for the girls (Home - Whites). Jerseys were quoted at \$72.50 each and shorts quoted at \$60.00 each. Total cost \$1,987.00. Funds to be used from the "Go Fund Me" funds raised when the girls varsity basketball team traveled downstate. (Badger quote attached). Motion carried on a roll call vote:

AYES: Roger Tervo, Ken Kytta, Tanya Etelamaki, Peter Torola, Randal Danison  
NAYS: None

- B. Snowplow Bid - DP Construction— Roger Tervo moved, seconded by Peter Torola, to accept the snow plow bid from DP Construction as presented. (Copy attached). Motion carried on a roll call vote:

AYES: Roger Tervo, Ken Kytta, Tanya Etelamaki, Peter Torola, Randal Danison  
NAYS: None

- C. November Board Meeting - Date Change – The November board meeting will be moved to Monday, November 8 at 5:30 PM in the school library.

Ken Kytta moved, seconded by Peter Torola, to adjourn the meeting at 6:20 p.m. Motion carried with all members voting AYE.

Approved:

President:

Secretary:

This is my own opinion and does not reflect Chassell Township School or the Board.

When I first heard of the form back in June, I initially thought “what is the big deal just sign the form”, but I wanted to learn more about it. I wanted to meet with you in person to hear firsthand from everyone instead of relying solely on e-mail conversation. After meeting with you guys and thinking about it for quite a while it has dawned on me that most, if not all, of your arguments are logical fallacies. Logical fallacies are flawed or false arguments that can be proven wrong with reasoning. The argument may be true, but it does not support the issue at hand. Your reasons are not actually proving that Mr. Spahn’s decision to not sign the MHSA transfer form is wrong. They are simply reasons for why you think he is not a good administrator.

I wanted to talk to you guys (Jeff and Jane Rautiola, and Karl Rautiola) privately however by your threatening litigation I felt it would not be in everyone’s best interest to do so.

You have been using the Ad Hominem logical fallacy by pointing out past actions of Mr. Spahn that you did not agree with rather than showing why not signing the MHSA transfer form is wrong.

I really feel bad for all of your kids and I believe that some of the adults really should stop and think about some of the things that they have said and did; such as when Jeffers offered to give over \$8,000 in exchange for signing the form (which is probably a bribe). Offering a bribe to the Chassell Township School is not acceptable.

I have been given a few pieces of evidence as to why Mr. Spahn believes that your decision to leave is because of sports and I have already shared them with you. One was from what one of your kids had told their teacher and the other was from messages that you (Jane) have written yourself that state frustration with not having a strong boys’ basketball team.

I fully support the Chassell Staff’s decision from the information that I have been given.

God has instructed us to love others as we love ourselves. I truly pray that you will find peace if the new superintendent also chooses to not sign the form. I hope your children will find solace and not let this trial define who they will become by treating others unkindly because they feel they have been treated unkindly.

Pete Torola



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## Proposal

September 29, 2021

Chassell Township School  
41585 US 41  
Chassell, MI 49916

### Snow plowing proposal:

- November 1, 2021 – April 30, 2022
- Truck with plow @ \$80 per hour / \$75
- Loader with 3 yard bucket @ \$125 per hour / \$100
- Loader with 14' push blade @ \$ 125 per hour SAME

### TERMS AND CONDITIONS

**THIS SNOW REMOVAL SERVICES AGREEMENT** (this "Agreement") is entered into as of the date first set forth on the attached Specification Sheet, by and between DP Construction, Inc. (the "Contractor") and the client identified on the Specification Sheet (the "Client"). In consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Contractor and Client agree as follows:

### SERVICES

Contractor will furnish labor, supervision, services, materials and equipment necessary to perform the services for the Client as are set forth on "Specification Sheet" (the "Services") at the prices and/or amounts set forth on the "Rates Schedule" attached hereto. Services will be made available to Client and the term of this Agreement (the "Term") will be as set forth on the Specification Sheet. Unless the Specification Sheet indicates otherwise, Client and Contractor agree that Client will determine when and to the extent Services are required by accumulations of snow and/or ice or any other conditions requiring Services. Client agrees to determine when and to the extent Services are required, Client shall be required to notify Contractor in advance when and to the extent Services are required as a result of accumulations of snow and/or ice or any other conditions requiring Services, and Contractor shall not be liable for any Damages (as hereinafter defined) resulting from Client's failure to timely or appropriately request Services from Contractor and Client agrees to indemnify, defend and hold harmless Contractor from and against any Damages resulting from Client's failure to timely or appropriately request Services from Contractor. If as indicated on the Specification Sheet, Client and Contractor agree that Contractor will determine when and to the extent Services are required by accumulations of snow and/or ice or any other conditions requiring Services, then Client agrees that Contractor's reasonable determination of the need for and amount and scope of the Services provided shall be binding on Client. If Client elects to suspend or deny Services at any time, Client shall provide Contractor with a written proposal to modify the scope of Services (and Exhibit A) to Contractor; Contractor will continue to perform according to the existing scope of Services until such a proposal is mutually agreed. Contractor shall respond promptly and within a reasonable amount of time as weather conditions and government restrictions permit.

## **PAYMENT**

Client shall pay Contractor for Services in accordance with the Rate Sheet. Client shall pay Contractor immediately upon receipt of an invoice for Services. Contractor shall have the option to terminate this Agreement, or otherwise suspend, delay, or modify services upon written notice to Client if Client fails to pay Contractor in full all invoiced amounts within 30 days.

## **INDEMNITY**

Client agrees to indemnify, defend and hold harmless Contractor, and its officers, employees, directors, representatives and agents (each, an "Indemnified Party"), from and against any and all claims, losses, settlements, fines, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and attorneys' fees and disbursements) ("Damages") suffered, sustained, incurred or required to be paid by any such Indemnified Party due to, based upon, arising out of, in connection with, or otherwise in respect of: (i) the performance of the Services contemplated hereby or otherwise as a result of any acts or omissions by Client, its employees, agents, representatives and clients, (ii) failure by Client to perform its obligations under this Agreement, or (iii) enforcement of this paragraph. This paragraph shall survive the termination of this Agreement.

## **DRIVEWAYS, WALKS, AND OTHER PAVED SURFACES**

Prior to the commencement of snow removal operations, representatives of Client and Contractor shall inspect the site and document existing conditions. Contractor will not be responsible for any damage to driveways, expansion joints, walks, and other paved surfaces resulting from treatments with calcium chloride (or equivalent) or salt/sand materials. Contractor is not responsible for cosmetic scrapes on driveways, parking surfaces, or sidewalks, or damage to concrete or paved surfaces at or near expansion joints. Client acknowledges that concrete will crack under the ordinary stress of freezing and thawing, and cracked concrete will not be the responsibility of Contractor during driveway, parking surface, or sidewalk snow removal or de-icing treatments. Contractor will not be responsible for damage to objects (e.g., planters, statues, etc.) left in snow plow areas.

Damage to garage doors and sod caused by snow plows shall be the responsibility of Contractor; Contractor shall not be responsible for damage to turf or plant materials caused by snow melting or de-icing materials.

## **MISCELLANEOUS**

This Agreement shall be construed in accordance with and governed by the laws of the state in which Services are performed. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns; provided that, Client may not assign this Agreement, nor any of its rights, interests, or obligations hereunder, without the prior written consent of Contractor. This Agreement, the Specification Sheet, and the Rate Sheet, and any exhibits attached hereto or thereto (including but not limited to Exhibit A) set forth the entire agreement and understanding between the parties as to the subject matter hereof and merge and supersede all prior discussions, agreements and understandings of any and every nature between them as to the subject matter hereof. This Agreement, the Specification Sheet, and the Rate Sheet, and any exhibits attached hereto or thereto (including but not limited to Exhibit A) may be amended, modified, supplemented or altered only by a written agreement signed by both Client and Contractor. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived, but no such waiver shall be effective unless such waiver is in writing and is signed by the party against whom the waiver is to be effective. Such waiver shall not operate or be construed as a waiver of any other or subsequent breach of such or any other provision. The parties agree that any conflict as between the provisions set forth in this Agreement and any provisions set forth the Specification Sheet or any other document incorporated into this Agreement, the provisions of this Agreement shall prevail.

**IN WITNESS WHEREOF**, Contractor and Client have executed this Agreement as of the day and year first written above.

**CONTRACTOR:**

**DP CONSTRUCTION, INC.**

Clay Palosaari, Estimator \_\_\_\_\_

906-370-0686(cell)

[clayp@up.net](mailto:clayp@up.net)

**CLIENT:**

**NAME:** CHASSELL SCHOOLS

**Signature:** Steph S. Spah

**Date of Acceptance** 11-8-2021

This proposal may be withdrawn if it is not accepted within 60 days.