



**BOARD OF EDUCATION
REGULAR MEETING**

April 11, 2022 — 7:00 p.m.
Whitmore Lake High School
Media Center



WHITMORE LAKE PUBLIC SCHOOLS BOARD OF EDUCATION

Mission Statement

*Partnering with students, parents, and the community to
provide exceptional, personalized education.*

REVISED – 4/11/2022

REGULAR MEETING AGENDA

Monday, April 11, 2022 – 7:00 p.m.

Whitmore Lake High School Media Center
7430 Whitmore Lake Rd.
Whitmore Lake, MI 48189

CALL TO ORDER

PLEDGE OF ALLEGIANCE

BOARD OF EDUCATION ROLL CALL

APPROVAL OF AGENDA

CALL TO THE PUBLIC

“The meeting is a meeting of the Board of Education in public for the purpose of conducting the School District’s business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda.”

BOARD CLARIFICATION

STUDENT COUNCIL

Jamie Meadows will present the student council report.

COMMITTEE REPORTS

CONSENT ITEMS

Approval of minutes from the March 21, 2022 Board of Education Regular Meeting, and the March 21, 2022 closed session (to be distributed at the meeting). (Attachment 1)

Approve fund transfer of \$280,284 in payments from Accounts Payable as per attachment 2; further, to approve the transfer of \$440,416 from Accounts Payable to cover the payrolls of March 15, 2022 and March 31, 2022. (Attachment 2)

OLD BUSINESS

Fiber Consortium Agreement

Attachment 3 contains the Fiber Consortium Master Service Agreement with the WISD for the FY22-23 through FY27-28. The WISD fiber network is owned and operated by WISD on behalf of all constituent districts. Approval is recommended.

NEW BUSINESS

*Athletic Co-operative **Football** Program*

The Board will consider a resolution to approve an athletic co-operative football program between WLPS and Charyl Stockwell Academy at the junior varsity and varsity levels for the 2022-23 and 2023-24 school years. **Roll call vote required.**

*Athletic Co-operative **Girls Swimming**
Program*

The Board will consider a resolution to approve an athletic co-operative girls swimming program with Greenhills and St. Catherine of Siena Academy at the varsity level for the 2022-23 and 2023-24 school years. **Roll Call vote required.**

School Calendar

Motion to approve the start date of August 29, 2022 for the 2022-2023 school year. It will be half a day for staff and students. Approval is recommended.

Financial Report

Attachment 4 contains the Budget Performance Report for March 31, 2022. Director of Finance & Operation, Denise Kerrigan will update the Board with information regarding the financial report.

SUPERINTENDENT'S REPORT

ANNOUNCEMENTS

The next Regular Meeting of the Board will be held on Monday, May 9, 2022 at 7:00 p.m. in the High School Media Center

CALL TO THE PUBLIC

BOARD MEMBER REPORTS

Mr. Cole, Mr. Henry, Mrs. Kritzman, Mrs. McCully, Mr. Meadows, Mrs. Schwennesen and Mr. Zolenski

CLOSED SESSION

The Board will adjourn to go into closed session to discuss contract negotiations. **Roll call vote required**

ADJOURNMENT

Please fill out a "Public Participation Request" form if you wish to address the Board prior to the Public Comment section of the meeting. Please include your name, address and topic you wish to speak on. Those wishing to speak in Public Comment are limited to three (3) minutes.

0000 – BYLAWS

0160 - MEETINGS

0167.3 – Public Participation at Board Meetings

Tape or video recordings are permitted subject to the following conditions:

- A. No obstructions are created between the Board and the audience.
- B. No interviews are conducted in the meeting room while the Board is in session.
- C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.

M.C.L. 15.253(4)(5)(6), 380.1808

Revised 9/27/2010

Use of Recording Devices

Anyone attending a school event who wishes to record the activity on a visual recording device shall be asked to abide by the following rules:

- A. The recorder must operate the device within the area designated by the principal or director of the activity.
- B. The camera must not block the view of any other attendees or interfere with others who seek to record the activity.
- C. Those who record or assist a recorder must not block any passageways nor interfere with any other attendee's participation or observation of the activity.
- D. If sound is also being recorded, the recorder must not ask other attendees to be quiet or to change their behavior in order to improve the quality of the sound.
- E. If the District is recording the activity, the principal may arrange for a person to obtain a copy providing s/he agrees to provide a tape and pay whatever the principal may need to charge to cover the costs of transfer.

Where the District does not possess the appropriate license or permission to allow the recording of a copyrighted work or performance, notice will be given, when possible, prior to the exhibit or performance. Announcements shall be made at the beginning of any such exhibit or performance.

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**Whitmore Lake Public Schools
BOARD OF EDUCATION**

Regular Meeting Minutes

March 21, 2022 – High School Media Center – 7:00 p.m.

MEMBERS PRESENT

John Meadows (*President*), Michelle Kritzman (*Vice President*), Laura Schwennesen (*Treasurer*), Lisa McCully (*Secretary*), Lee Cole (*Trustee*), Bob Henry (*Trustee*), and Frank Zolenski (*Trustee*)

MEMBERS ABSENT

None

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Finance & Operations, Denise Kerrigan, MS/HS Principal, Jill Henry, and Elementary Principal, Heidi Roy-Borland.

OTHERS PRESENT

Staff, parents and members of the community

CALL TO ORDER

At 7:01 p.m. by President John Meadows.

APPROVAL OF AGENDA

Motion to approve the agenda as presented made by Mr. Meadows; supported by Mr. Cole.

Ayes – 7; Nays – 0, motion carried

CALL TO THE PUBLIC

None

STUDENT COUNCIL

Student Council Representative, Jamie Meadows shared that members will meet in May to discuss plans for the Spring Fling celebration week.

COMMITTEE REPORTS

Mrs. Schwennesen reported the Executive Committee met on March 3, 2022. Topics included Montessori Magnet Program, Contract Negotiations, COVID Protocols, Property Sale closing date.

Mrs. Kritzman shared the Finance Committee met on February 21, 2022 prior to the start of the regular meeting. Topics included the 2021-2022 amended budget which was approved at the regular meeting, the 2022-2023 budget, and contract negotiations.

CONSENT ITEMS

Motion to approve the minutes from the February 21, 2022 Board of Education Regular Meeting was made by Mr. Cole; supported by Mr. Henry.

Ayes – 7; Nays – 0, motion carried 7 – 0

Motion to approve fund transfer of \$480,514 in payments from Accounts Payable; further to approve the transfer of \$459,143 from Accounts Payable to cover the payrolls of February 15, 2022, and February 28, 2022 made by Mr. Cole; supported by Mr. Henry.

Ayes – 7; Nays – 0, motion carried 7 – 0

NEW BUSINESS

March Band Trip Proposal

Motion to approve the proposal for an overnight trip with the WLHS Marching Band submitted by Elisa Fixler, MS/HS Band Director, to travel to Hersey, MI for Band Camp from August 1, 2022 to August 5, 2022 was made by Mr. Henry; supported by Mrs. McCully.

Ayes – 7; Nays – 0, motion carried 7 - 0

Fiber Consortium Agreement

Motion to approve the Fiber Consortium Master Service Agreement with the WISD for the FY22-23 through FY27-28. The WISD fiber network owned and operated by WISD on behalf of all constituent districts made by Mr. Cole; supported by Mrs. Kritzman.

Mr. Meadows inquired if this agreement is the same as we have done in the past. Superintendent DeKeyser shared we have an agreement for bandwidth and pay for certain

services, however this agreement is more detailed and contains provisions for protection and defined rates. He then answered additional questions from Board members.

Mrs. Schwennesen shared her thoughts regarding the length of the agreement. A discussion by Board members began regarding no exit clause in the contract.

Motion to withdraw the original motion to approve the Fiber Consortium Master Service Agreement with the WISD for the FY22-23 through FY27-28 until additional information regarding an exit clause prior to the end date, if necessary, is available was made by Mr. Cole; supported by Mrs. Kritzman.

Personnel

Motion to approve the hire of Teren Sechrist as a full time High School Special Education Teacher at step 1 on the WLEA BA salary scale with a hire date of March 16, 2022 and a start date of April 6, 2022 was made by Mr. Meadows; supported by Mr. Cole.

Ayes – 7; Nays – 0, motion carried 7 – 0

Financial Report

Director of Finance & Operations, Denise Kerrigan, updated the Board with information regarding the February 28, 2022 financial report. She then answered all board member questions.

SUPERINTENDENT’S REPORT

Superintendent DeKeyser shared the following:

1. Emergency Operation Procedures – district completed biannual review, no substantive changes, submitted and approved by county emergency manager.
2. Exploring a co-op with Charyl Stockwell Academy for J.V. and Varsity Football. Meeting with CSA parents on March 22, 2022, agreement possible at April meeting.
3. Attended budgetary meetings last week, Governor proposes \$435 per pupil increase, 2022-23 budget for stable enrollment, added expenses: additional buses, pavement repairs, need for a nurse, school resource officer, class size reduction plans, and compensation increases.
4. Facility update – requested Kingscott to share to do list for April, and Clark Construction pricing by May.

OTHER INFORMATION

The Board acknowledged the items of other information.

ANNOUNCEMENTS

The next Regular Meeting of the Board of Education will be held on Monday, April 11, 2022 at 7:00 p.m. in the High School Media Center

CALL TO THE PUBLIC

None

BOARD MEMBER REPORTS

Mr. Cole shared he attended the Northfield Township Park & Rec committee meeting on March 17, 2022. He also noted there will be no beach at the community park, and there was an advisory recommendation for no commercial development along the front towards the lake.

Mrs. Kritzman announced the Education Foundation will join with Community Rec and the Kiwanis to organize a 5K Color Run and 10K road race on June 25, 2022 at the old Middle School building on Main Street.

Mrs. Schwennesen shared the following: Washtenaw County clean-up day will be held at the high school on June 25, 2022, filing deadline of July 26, 2022 for any School Board members running for re-election / election, Community Scholarship application reading will be held soon, Board members interested in helping should let her know asap.

CLOSED SESSION

Motion to adjourn into closed session meeting at 7:55 p.m. (with a 5 minute break) to discuss contract negotiations was made by Mr. Meadows; supported by Mrs. Kritzman.

Roll call vote: *Mr. Henry – yes, Mrs. Kritzman – yes, Mrs. McCully – yes, Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Zolenski – yes, Mr. Cole – yes.*
Ayes – 7; Nays – 0, motion carried 7 – 0

Call to Order

Open session call to order at 8:49 p.m. by President John Meadows

ADJOURNMENT

Motion to adjourn the Regular Meeting at 8:49 p.m. made by Mr. Henry; supported by Mr. Cole.

Ayes - 7; Nays - 0, motion carried 7 - 0.

*Lisa C. McCully, Secretary, Board of Education
Whitmore Lake Public Schools*

Date

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Whitmore Lake Public Schools
Business Office Transactions

For the Month Ending:
March 31, 2022

<u>Payroll Transactions</u>	March 15, 2022	\$	211,306
	March 31, 2022	\$	229,110
		\$	<u>440,416</u>

<u>Accounts Payable Transactions</u>		\$	<u>280,284</u>
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Washtenaw County Schools Fiber Consortium
Master Service Agreement

This Master Service Agreement (the "Agreement") is entered into as of this JULY 1, 2022 (Effective Date) by and between Washtenaw Intermediate School District (WISD) located at 1819 S Wagner Rd, Ann Arbor, MI 48104 and

Parties listed ("Customer"), located at the associated address listed.

Party	Address
Ann Arbor Public Schools	2555 South State Street, Ann Arbor, MI 48104
Chelsea School District	500 Washington Street, Chelsea, MI 48118
Dexter Community Schools	7714 Ann Arbor Street, Dexter, MI 48130
Lincoln Consolidated Schools	8970 Whittaker Road, Ypsilanti, MI 48197
Manchester Community Schools	410 City Rd, Manchester, MI 48158
Milan Area Schools	100 Big Red Drive, Milan, MI 48160
Saline Area Schools	7265 N. Ann Arbor Road, Saline, MI 48176
Washtenaw Intermediate School District	1819 S. Wagner Rd, Ann Arbor, MI 48106
Whitmore Lake Public Schools	8845 Main Street, Whitmore Lake, MI 48189
Ypsilanti Community Schools	1885 Packard Road, Ypsilanti, MI 48197

Collectively, WISD and Customer will be known as the "Parties" and individually as a "Party".

The Washtenaw Intermediate School District (WISD) fiber network is owned and operated by WISD on behalf of all constituent districts. This is a shared governance and cost agreement to maintain this resource for the educational endeavors of the county. This agreement covers the actual fiber optic cable, equipment to manage the network, and a portion of staff costs. The network is also connected to the Statewide Educational Network (SEN) which is a statewide private network that allows the reduction of Internet costs in addition to transport for other statewide services.

1. Services:

- During the Term of this Agreement, WISD shall: Provide Customer with services outlined in Attachment A.

3. Customer Responsibilities:

During the Term of this Agreement, Customer will assign staff member(s) to each of the responsibilities outlined in Attachment B (the "Assigned Staff"), and to notify WISD of such an assignment in writing. Customer's failure to do so may affect the terms, including without limitation, the fees for Services.

Customers may request WISD fulfill one or more of the responsibilities in Attachment B, subject to the per-hour pricing for those responsibilities as listed in Attachment B or as mutually agreed up in separate service agreements.

4. Operating/Fiscal Agent

The WISD is the operating and fiscal agent of the fiber network. It maintains the day-to-day management of the network infrastructure and software services. It also covers the cost of the Internet Access which rides over the transport layer. The parties contribute to

Washtenaw County Schools Fiber Consortium
Master Service Agreement

cover the operational and maintenance costs as outlined Attachment C.

5. Compensation:

WISD's fees for the Services are outlined in Attachment C. WISD will provide final notice of any increase no later than May 1 each year. A budget report will be provided to Washtenaw Superintendents Association (WSA) on all Consortium Services and Fees annually.

6. Governance:

The governing board consists of two local district superintendents, two technology directors and the Chief Information Officer of the WISD. The Subcommittee will meet at least three times a year to discuss issues relevant to the consortium.

The WSA Fiber Consortium subcommittee will review the expenses of the consortium when expenditures are needed in areas such as equipment replacement, Internet purchases, and redundancy needs.

Recommendations will be made to the Washtenaw Superintendents Association (WSA) on matters of interest to all parties.

7. Term:

- a. The term of this Agreement shall begin on the Effective Date and shall be for five years School years: FY22-23 through FY 27-28
- b. This agreement may be renewed thereafter with the approval of all superintendents for all customers.

8. Confidentiality:

- a. The Parties may disclose or make available, or have already disclosed or made available, Confidential Information from one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this Agreement or a prior business relationship. As used in this Agreement, term "Confidential Information" means any information that is:
 - i. valuable to Disclosing Party and its business;
 - ii. marked with the word "confidential" if in a form which permits such marking or, if disclosed orally, is followed by written confirmation to the Receiving Party within 30 days of disclosure identifying with specificity the to be treated as confidential; and
 - iii. not generally known by the public, including without limitation, any technical or non-technical information, without regard to form, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Washtenaw County Schools Fiber Consortium
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- b. For purposes of this Agreement, Confidential Information includes student education records that may be disclosed to WISD by the District as part of the Services, as that term is defined pursuant to Federal Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g ("FERPA"), and any other information deemed confidential by state or federal law.
- c. The term "Confidential Information" does not include any information that is:
 - i. already known to the public or the Receiving Party prior to disclosure by the Disclosing Party; or
 - ii. subsequently made known to the public without any violation of this Agreement; or
 - iii. rightfully received by the Receiving Party from a third party without similar restriction and without breach of this Agreement; or
 - iv. independently developed by the Receiving Party without breach of this Agreement.
- d. During the term of this Agreement and for a period of thirty-six (36) months after the effective date of termination, the Receiving Party:
 - i. shall not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - ii. except as may be permitted by and subject to its compliance with Section 6(e) shall hold the Disclosing Party's Confidential Information in strict confidence using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and
 - iii. shall not disclose such information, in whole or in part, to any unauthorized person, without written consent of the Disclosing Party, except as provided in (e) below.
- e. The Receiving Party may disclose the Disclosing Party's Confidential Information:
 - i. as required by law, including as required by the Michigan Freedom of Information Act or any other applicable statute, regulation, court order, or other legal obligation regarding disclosure; or
 - ii. to the Receiving Party's partners, agents, employees and other authorized representatives (collectively, the "Representatives") who need to know such information in connection with the Receiving Party's provision of Services or other obligations under this Agreement, provided, the disclosure of educational records defined pursuant to Federal Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g ("FERPA") and Representatives authorized in § 99.33(a) (1) and (3). The Receiving Party agrees to inform their Representatives of the nature of

Washtenaw County Schools Fiber Consortium
Master Service Agreement

the Confidential Information and to require the Representatives to keep such information confidential.

- f. Unless otherwise requested by the Disclosing Party and agreed to by the Receiving Party, the Receiving Party shall destroy the disclosing Party's Confidential Information within fourteen (14) days of:
 - i. thirty-six (36) months after the effective date of termination; or
 - ii. sooner upon receipt of written notice from the Disclosing Party.

9. Ownership; Intellectual Property Rights:

- a. Customer Data. For purposes of this Agreement, Customer Data means any and all information, data, materials, works, expressions, or other content, including any that are
 - i. uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Customer or any Authorized User for use as part of the Services; or
 - ii. collected, downloaded, or otherwise received by WISD on Customer's behalf pursuant to this Agreement. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Customer Data are themselves also Customer Data.
- b. Exclusion from Customer Data. For purposes of this Agreement, Customer Data shall not include templates or other data formats for Customer Data ("Data Formats"). Customer agrees that WISD may use Data Formats provided by Customer for business purposes outside of this Agreement.
- c. Ownership of Customer Data. Customer may, but is not required to, provide Customer Data to WISD in connection with this Agreement. As between Customer and WISD, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data. By using Customer Data with the Services, Customer is representing it has all necessary notices, consents, and authorizations for the use of Customer Data with the Services as may be required by law, rule, or regulation.
- d. Limited License to Use Customer Data. Subject to the terms and conditions of this Agreement, Customer hereby grants WISD a limited, royalty-free, fully-paid up, non-exclusive license to use the Customer Data as necessary to provide the Services for Customer's benefit as provided in this Agreement for so long as Customer or any Authorized User uploads or stores such Customer Data for Processing by or on behalf of the Provider on the Provider Systems.
- e. Third-party requests for Customer Data. Absent written instructions from Customer to the contrary, WISD will refer any third-party requests for Customer Data to Customer, including any requests pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, as amended ("Act 442").

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Notwithstanding the above, the parties acknowledge they are public bodies and that certain of their public records may be subject to disclosure upon receipt of a request for public records or upon receipt of a subpoena or other order of an administrative agency or court of competent jurisdiction under Act 442. It shall not be a violation of this Agreement if WISD is required to disclose any Customer Data in response to an order, subpoena, or request, including a request under Act 442, after attempting to refer a third-party request to Customer pursuant to this Agreement.

10. User Security and System Use:

- a. WISD will provide the Customer with an appropriate number of Access Credentials to allow the Customer access to the Services. For purposes of this Agreement, "Access Credentials" means a user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services. Customer shall treat the Access Credentials as Confidential Information, and will limit their use to "Authorized Users", which are its employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Services under the rights granted pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder. WISD reserves the right to require the Access Credentials to comply with reasonable security measures, including requirements regarding password parameters and renewal.
- b. Customer shall retain sole responsibility for: (i) any Customer Data and Confidential Information used by the Customer while accessing the Services; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (iv) the security and use of Customer's and its Authorized Users' Access Credentials; and (v) all access to and use of the Services directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.
- c. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (ii) control the content and use of Confidential Information including the uploading or other provision of Confidential Information for the Services.

Washtenaw County Schools Fiber Consortium
Master Service Agreement

- d. Customer is responsible for proper use of the Services. WISD reserves the right to temporarily, and without notice, limit the access to any system or service for users or facilities in order to maintain security and availability of services and customers.

11. Compliance with Laws:

- 12. Each Party agrees to comply with all applicable laws in the performance of this Agreement.

13. Warranties and Warranty Disclaimer:

- a. WISD warrants that the Services will be performed in a professional and workmanlike manner in accordance with industry standards. If the Services are completed incorrectly and/or not in accordance with the Customer's specifications and/or industry standards, WISD will promptly re-perform or correct the Services at no additional charge.
- b. **WISD DISCLAIMS ALL WARRANTIES OTHER THAN THOSE PROVIDED IN THIS AGREEMENT AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

14. Limitation of Liability:

- 15. **NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, WISD'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, MAY NOT EXCEED THE AMOUNT EQUAL TO SIX MONTHS WORTH OF FEES PAID UNDER THIS AGREEMENT.**

16. Miscellaneous:

- a. This Agreement shall be governed by the laws of the State of Michigan. The parties agree that the Washtenaw County Circuit Court shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- b. Notices. All notices, requests and demands given to or made upon the Parties shall be in writing and shall be mailed properly addressed, postage prepaid, registered or certified, or personally delivered to either Party at the address listed below or to such other addresses as either Party may designate in writing. Such notice shall be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

To WISD : Washtenaw ISD
1819 S. Wager Rd
Ann Arbor, MI 48106
ATTN: Superintendent
CIO, Technology Department

Washtenaw County Schools Fiber Consortium
Master Service Agreement

To Customer:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Copy to:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- (a) Approvals: Any required approvals under the Agreement are to be provided by one or more of the individuals identified below for each Party or by any other individual identified in writing by the Party.

For WISD:

Naomi Norman, Superintendent

R. Stephen Olsen, Board President

[Redacted]

[Redacted]

For Customer:

Tom DeKeyser, Superintendent

John Meadows, Jr., Board President

[Redacted]

[Redacted]

- (b) Severability. If any provision of the Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement shall remain in full force and effect.
- (c) Waiver. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.
- (d) Counterparts. Delivery by Facsimile or E-Mail: This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one instrument. Any signature page delivered via facsimile or email shall be binding to the same extent as an original signature page.

Washtenaw County Schools Fiber Consortium
Master Service Agreement

- (e) Integration Clause. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplements, modification, or waiver of this Agreement shall be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.
- (f) Force Majeure. No Party hereto shall be required to perform any obligation hereunder that is directly or indirectly prevented by delays of vendors or suppliers, strikes, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such Party, and the time for performance thereof shall be extended by the number of days such performance is so prevented; provided, however, that the Party so prevented from performing shall use its reasonable best efforts to remedy the cause or causes preventing it from performing.
- (g) Audit Information. Both parties agree to participate in any reasonable auditing requirements of the other parties as long as it doesn't impact security, intellectual property or confidentiality rights as outlined in this agreement. Specifically, both parties agree to share audit results of the most recent internal control audit.

Washtenaw County Schools Fiber Consortium
Master Service Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of the date first set forth above.

Whitmore Lake Public Schools

Tom DeKeyser, Superintendent

John Meadows, Jr., Board President

Date

Date

Attachment A
Washtenaw County Schools Fiber Consortium Services Provided

1. Base Services:

(a) Infrastructure and Internet Access Management:

The WISD will provide Network services for the School District to connect to the WISD data center, as well as internet access and hosting services, subject to Customer's participation and compliance with E-rate requirements. Participants are permitted to use the fiber network for educational use and in line with E-rate requirements. Failure to participate and comply with E-rate requirements may result in an additional charge for eligible services.

(b) Consortium Supported Data Integration / Interchanges:

WISD will provide data conversion and integration services in support of the use of the Software Systems, including:

- (i) DataHub Integration for Customers to the Software Systems;
- (ii) Automated data integrations available to provide data to or accept data from unsupported systems based on mutually agreed formats and frequencies. WISD prefers and encourages the use of integrations in Production status in the [Michigan Data Hub Product Catalog](#).

(c) Network/Cyber Security Services:

WISD will provide assistance in support of implementing the CIS Controls, including:

- (i) Review and advise on system configuration and Customer procedures based on security best practices.
- (ii) Provide the Customer's Assigned personnel with the tools and skills to manage Security Systems shared by the consortium.
- (iii) Provide the Customer with an annual Security Assessment Report. This is not a full penetration test, but rather a baseline review for data and network security vulnerabilities.

2. Software Systems:

WISD will provide access to and help administer software systems (software, process and services) to simplify school business and operations listed below (collectively the "Software Systems"), and will provide the necessary licensing, upgrades and hotfixes for those Software Systems. The supported school business and operations include:

- (a) Financial Management & Human Resource Management (New World)
- (b) Student Information Management (PowerSchool)
- (c) Special Education Student Information Management (PowerSchool Special Programs)
- (d) Learning Management System (Moodle or other solution as agreed on by the consortium)
- (e) Library and Inventory services (Follett Destiny)

Attachment A
Washtenaw County Schools Fiber Consortium Services Provided

The functionality of the Software Systems provided by WISD may be changed or altered from time to time as needed to reflect existing technology.

3. Documentation:

WISD will provide Assigned Staff with the training materials, recorded video material, online content, documentation and other written information to manage the systems related to the Services.

4. Training Support:

WISD will provide training to the Assigned Staff, as defined in paragraph 2 of this agreement, on the use and operation of the Software Systems. WISD provides such training on a "train the trainer" basis, providing instruction to the Assigned Staff so that Assigned Staff may provide further training to other Customer employees. WISD will provide one primary training session for Assigned Staff once per school year, which other Customer employees may attend at no additional charge. Additional training may be requested by Customer and agreed to by WISD, subject to an hourly charge.

5. Systems Support:

WISD will provide standard support services for the Software Systems ("Support") which includes support Monday – Friday, 7 AM – 4:30 PM EST (excluding all scheduled holidays) plus 24x7 emergency support, in accordance with the below:

- (a) Support will be provided in a professional and workmanlike manner;
- (b) Subject to the terms and conditions of this Agreement, Provider will use commercially reasonable efforts to make the Software Systems "Available" for access and use by the Customer in accordance with the then applicable Specifications during the Prime Time of Business Days. The term "Business Days" means Monday through Friday excluding holidays. The term "Prime Time" means Business Days, Monday - Friday, 7:00 AM to 4:30 PM EST. For purposes of this section, the Availability of Software Systems shall not be measured as to any inability of Customer to access or use the Software Systems because of:
 - (i) Any act or omission by Customer or any Authorized User that does not strictly comply with the Agreement, any instructions from WISD, or the Specifications;
 - (ii) Any delay or failure of performance caused in whole or in part by Customer's delay or failure to perform any of its obligations under this Agreement;
 - (iii) The Customer's or its Authorized User's Internet connectivity; or
 - (iv) Failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by WISD pursuant to this Agreement.
- (c) Customer may request support and service pursuant to this Agreement by email, telephone, Service Ticket or such other means as the parties shall agree to in writing (a "Support Request").

Attachment B
Washtenaw County Schools Fiber Consortium Customer Responsibilities

1. Customer Responsibility

- (a) Maintain staffing resources to manage the systems as defined in Table 1.
- (b) Provide the WISD Technology department updated contact information for staffing in Table 1.
- (c) Staff or support agreements to support, configure and maintain integrated systems not supported by WISD as defined by software systems listed in Attachment A.
- (d) Maintain and implement the following measures required to protect, secure and maintain the Fiber Consortium as determined by the governing body including, but not limited to:
 - i. Secure physical access to Consortium equipment.
 - ii. Provide sufficient electrical to maintain infrastructure equipment.
 - iii. Purchase and implement End Point detection and response capability on all devices accessing the Network.
 - iv. Implement Perimeter Security on all external connections with access to the Consortium Network.
- (e) District agrees to provide access to District premises at such time as is necessary for the WISD staff to perform the above-described tasks. However, District may require at least one-week prior notice related to the use of certain facilities.

Table 1 – Contacts for Systems support

Network Connectivity and Security	
Assigned Staff Title and Responsibilities	WISD Alternate
<u>Network Technician</u> - Manage all network and server infrastructure and storage systems including configuration, implementation and user access.	Customers that need assistance with these tasks will be invoiced for the time at a rate of \$71.21/hr*
<u>Security Technician</u> - Coordinate and monitor district network and server infrastructure and end user devices for security compliance.	Customers that need assistance with these tasks will be invoiced for the time at a rate of \$71.21/hr*
Business Systems	
Assigned Staff Title and Responsibilities	WISD Alternate

Attachment B

Washtenaw County Schools Fiber Consortium Customer Responsibilities

<u>System Administrator</u> - Manage system including configuration, implementation and user security; develop reports; manage data requests; assist with providing federal, state and local compliance and statistical reports for Customer; assist in defining and maintaining local business processes within the system.	Please reach out to WISD Director of Finance
<u>Payroll Processor</u> - Coordinate time entry input across all Customer locations; Coordinate attendance entries for pay periods; Validate new employee payment and all contract changes; Run and balance bi-weekly pay run; Validate ORS file; Update payroll process documentation; Assess payroll processes	Please reach out to WISD Director of Finance
<u>Payroll Supervisor / Business Manager</u> - Review and sign off on payroll register; Provide contract for all unions / bargaining units; Provide all notices of contract and salary changes; Ensure time entry is completed in a timely fashion; Wire transfers (direct deposit, taxes, ORD, TSA)	Please reach out to WISD Director of Finance
Student Information Systems	
Assigned Staff Title and Responsibilities	WISD Alternate
<u>System Administrator</u> - Manage system including configuration, implementation and user security; develop reports; manage data requests; assist with providing federal, state and local compliance and statistical reports for Customer; assist in defining and maintaining local business processes within the system.	Customers that need assistance with these tasks will be invoiced for the time at a rate of \$73.87/hr*
<u>State Reporting / Pupil Accountant</u> - Coordinate and monitor required district, building, program and individual documentation required to verify pupil membership as outlined in the Michigan Pupil Accounting Manual (PAM) published by the Michigan Department of Education Office of School Ad and School Finance or replacement manual as defined by the State of Michigan and CEPI data systems manuals.	Customers that need assistance with these tasks will be invoiced for the time at a rate of \$73.87/hr* <i>WISD will not submit State Reports for local district unless authorized and approved by the Superintendent or designee.</i>
<u>District Trainer</u> - Coordinate training and instruction associated with the Student information System.	Customers that need recurring or supplemental assistance will be invoiced for the time at a rate of \$73.87/hr*

Attachment B**Washtenaw County Schools Fiber Consortium Customer Responsibilities**

Library Systems Information	
Assigned Staff Title and Responsibilities	WISD Alternate
<u>System Administrator</u> - Manage system including configuration, implementation and user security; develop reports; manage data requests; assist in defining and maintaining local business processes within the system.	Customers that need assistance with these tasks will be invoiced for the time at a rate of \$81.84/hr*
Learning Management Systems	
Assigned Staff Title and Responsibilities	WISD Alternate
<u>System Administrator</u> - Manage system including configuration, implementation and user security; develop reports; manage data requests; assist with providing federal, state and local compliance and statistical reports for Customer; assist in defining and maintaining local business processes within the system.	Customers that need assistance with these tasks will be invoiced for the time at a rate of \$81.84/hr*
* Includes up to 2% annual increases	

Attachment C**Washtenaw County Schools Fiber Consortium Annual Fees & Payment Schedule****1. Fiber Consortium – Base Services: Network & Internet Access, Data Integration, Cyber Security**

Year	Fees
July 1, 2022 – June 30, 2023	\$17.00/FTE
+ One time setup fee of \$5,000 for new Customers	

2. Student Information System Hosting Only

Year	Fees
1 – July 1, 2022 – June 30, 2023	\$2.00/FTE
+ One time setup fee of \$5,000 for new Customers	
*PS Administrative services are charges separately per the Staffing costs in Attachment B	

3. Business Systems Hosting

Year	Fees
Business Office invoices based on student allocation percentage for system License/support Fees and Technical services.	
+ One time setup fee of \$5,000 for new Customers	
*Application support goes to Tyler Tech directly	

4. Special Education Student Information Management (PowerSchool Special Programs)

Year	Fees
Special Education Students are covered through Special Education funding. Active Gen Ed 504 students - Invoiced at \$10/student based on students with active 504 plan at February Count Day.	

5. Additional Server Hosting

Year	Fees
Fiber Consortium Members can request servers to be hosted on Consortium hardware. There will be an initial setup fee based on server requirements and annual fee for maintenance of \$750 will be assessed per server.	

6. Backup Storage

Year	Fees
Annual fee of \$249 for yearly maintenance plus \$17 per 1 TB of storage requested	
+ One time setup fee of \$150 for new Customers. This fee will cover configuration, deployment, and training for storage allocation.	

7. Follett

Year	Fees
Invoiced based on licensure costs for modules selected by party.	

Attachment C

Washtenaw County Schools Fiber Consortium Annual Fees & Payment Schedule

Invoicing

- (a) WISD's fees for the Base Services is calculated on the Student FTE
- (b) FTE shall be based on FTE for audited Fall Count
- (c) WISD shall invoice Customer for the Services in accordance with the following payment schedule: Annually

This Fee Schedule will be updated annually and shared with all Customers.

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Whitmore Lake Public Schools
Budget Performance Reports
March 31, 2022

Revenue	Actual	Amended Budget	Remaining Budget	% Used/Rec'd
Fund 11 - General Fund Revenue Totals	\$7,253,393	\$11,480,601	\$4,227,208	63.18%
Fund 23 - Comm Rec Revenue Totals	\$352,064	\$462,040	\$109,976	76.20%
Fund 25 - Food Service Revenue Totals	\$383,348	\$375,350	(\$7,998)	102.13%

Expenditures	Actual	Amended Budget	Remaining Budget	% Used/Rec'd
Fund 11 - General Fund Expenditure Totals	\$7,844,526	\$11,443,569	\$3,599,043	68.55%
Fund 23 - Comm Rec Expenditure Totals	\$192,649	\$320,600	\$127,951	60.09%
Fund 25 - Food Service Expenditure Totals	\$309,132	\$325,800	\$16,668	94.88%

Audited Fund Balance 6-30-2021

Fund 11 - General Fund	\$1,053,362
Fund 23 - Community Recreation	\$211,857
Fund 25 - Food Service	\$85,810