



BOARD OF EDUCATION
Public Hearing and Regular Meeting
March 27, 2023 — 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.*

REGULAR MEETING AGENDA Monday, March 27, 2023 – 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

PUBLIC HEARING

The Board of Education will review recommendations from the Sex Education Advisory Board (SEAB) for adoption.

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

Kimberlee Venture will present the student council report.

COMMITTEE REPORTS

CONSENT ITEMS

Approval of minutes from the February 6, 2023 Board of Education Regular Meeting and the March 6, 2023 Board of Education Special Meeting.
(Attachment 1)

Approve fund transfer of \$374,291 in payments from Accounts Payable as per attachment 2; further, to approve the transfer of \$604,364 from Accounts Payable to cover the payrolls of February 15, 2023 and February 28, 2023.
(Attachment 2)

NEW BUSINESS

Boiler Bid Selection

The Board will review, select, and approve one of the three competitive bids for the Main Street Campus boiler replacement. (Attachment 3) A motion will be required for approval.

Pool Filtration System Bid Modification

Motion to increase the bid amount to Baruzzini Aquatics to \$226,000 for the addition of a bulk chemical loading system. Approval is recommend.
(Attachment 4)

Juul Labs, Inc. Lawsuit Resolution

Motion to approve the resolution to accept the settlement amount and settle the Lawsuit against the Juul Defendants and to authorize the Superintendent to sign settlement documents pertaining to the Juul Defendants on behalf of the District and to take such other action as necessary as prepared by Thrun Law Firm. **(Attachment 5) A roll call vote will be required.**

2023-2026 Athletic Training Contract

Motion to approve the 2023-2026 Multiyear Athletic Training Services Agreement with MedSport, a Program of the Regents of the University of Michigan. **(Attachment 6)**

Financial Report

Attachment 7 contains the Budget Performance Report for February 28, 2023. Director of Finance & Operation, Denise Kerrigan will update the Board with information regarding the financial report.

Board of Education Policies

Attachment 8 contains Miller Johnson policies for a first reading.

SUPERINTENDENT'S REPORT

OTHER INFORMATION

GLTW Preschool Toddler Assistant, Kimberly Yum has recently submitted her resignation with an effective date of March 24, 2023.

Melinda King has accepted the position as Kids Club Child Care Worker with a start date of February 9, 2023. This position has an hourly pay rate of \$16.50 (Step 3 of the WLPA).

Ann Kehn has accepted the full time position as Community Recreation & Aquatics Director with a start date of February 21, 2023.

Zackery Blair has accepted the part-time position as Community Rec Swim Team Assistant Coach with a hire date of February 28, 2023 and Jada Guinn has accepted the part-time position in Community Recreation as Swim Instructor with a start date of March 10, 2023. Zackery and Jada have also accepted the positions as Private Swim Instructor, and Lifeguard.

Lisa Belleck has accepted the part time position as MS/HS Food Service Worker and Peggy Hart has accepted the part time position as ES Lunchroom Supervisor with a start date of March 20, 2023. These position have an hourly pay rate of \$14.50 and \$13.00, respectively.

Zava Becker-Chase has accepted the part time position as GLTW Infant/Toddler Assistant with a start date of March 20, 2023. This position has an hourly pay rate of \$17.00.

ANNOUNCEMENTS

The second Public Hearing for the S.E.A.B curriculum recommendations to the Board of Education will be held on Monday, April 17, 2023 at 7:00 p.m. in the High School Media Center.

The next Regular Meeting of the Board will be held on Monday, April 17, 2023 following the public hearing 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

ADJOURNMENT

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

February 6, 2023 – High School Media Center – 7:00 p.m.

MEMBERS PRESENT

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

MEMBERS ABSENT

None

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Finance & Operations, Denise Kerrigan, MS/HS Principal, Jill Henry, Elementary Principal, Heidi Roy-Borland, Student Services Director, Melissa Heuker, and Communications Director, Maria Carter-Ewald

OTHERS PRESENT

Staff, parents and members of the community

CALL TO ORDER

At 7:00 p.m. by President Michelle Kritzman.

APPROVAL OF AGENDA

Motion to approve the agenda as presented made by Mrs. Kritzman; supported by Mrs. Schwennesen.

Ayes – 7; Nays – 0, motion carried

CALL TO THE PUBLIC

STUDENT COUNCIL

Student Council Representative, Kimberlee Ventura was unable to attend. Student Council Representative, Heather Davis updated members on the Snowcoming festivities planned for this week. She also shared the students are enjoying the new microwave placed in the lunchroom.

CONSENT ITEMS

Motion to approve the minutes from the January 23, 2023 Board of Education Regular Meeting was made by Mrs. Schwennesen; supported by Mr. Meadows.

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

Motion to approve fund transfer of \$511,244 in payments from Accounts Payable; further to approve the transfer of \$523,828 from Accounts Payable to cover the payrolls of January 13, 2023, and January 31, 2023 was made by Mrs. Schwennesen; supported by Mr. Meadows.

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

NEW BUSINESS

Overnight Trip Proposal

Motion to approve the proposal for the 5th and 6th grade overnight camp on May 23, 2023 to the Howell Nature Center submitted by Elementary School Teachers Sarah Roberts and Kara Weinstein was made by Mrs. Kritzman; supported by Mr. Henry.

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

Operating Millage Proposal and Resolution – option 1

Motion to approve the resolution authorizing the submission of the Operating Millage Proposal for 2023-2026 Headlee restoration purposes as prepared by Thrun Law Firm was made by Mrs. Kritzman; supported by Mr. Cole

Superintendent DeKeyser briefed Board members on both option 1 and option 2 of the Operating Millage Proposals. Mrs. McCully and Mrs. Schwennesen shared concerns regarding the ballot language on option 1. Mr. DeKeyser then answered all additional Board member questions.

Roll Call Vote: Mr. Henry – no, Mrs. Kritzman – no, Mrs. McCully – no, Mr. Meadows – no, Mrs. Schwennesen – no, Mr. Zolenski – no, Mr. Cole – no,

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

*Operating Millage Proposal
and Resolution – option 2*

Motion to approve the resolution authorizing the submission of the Operating Millage Proposal for a 10 year, 2023-2032, with a hedge, or tax erosion mitigation, of 3.0 mills as prepared by Thrun Law Firm was made by Mrs. Schwennesen; supported by Mr. Henry

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

Financial Report

Director of Finance & Operations, Denise Kerrigan, updated the Board with information regarding the January 31, 2023 financial report. She then answered all board member questions.

SUPERINTENDENT’S REPORT

Superintendent DeKeyser shared the following:

1. Athletic Facilities – Ann Arbor Remolding has volunteered their time and expertise to raise and rebuild the dugouts at the Jennings Rd. facility. Materials will be purchased through the Community Recreation Fund. Expect project to be completed the first week of April.
2. Community Rec. update - Interviews for the Aquatics & Recreation Director will begin this week. RFQ deadline for a pool filtration system is February 10, 2023. A special meeting maybe needed in early March for approval.
3. Legislative update –Third grade reading is at the top of their agenda for legislation changes, personal finance added as a requirement to be taught in school; Mrs. Henry is working on a plan to add into next year’s curriculum, and a cursive writing bill is currently in the house.
4. Thank you to the Education Foundation for their recent Mom Prom Fundraiser event and raising funds for the schools.

OTHER INFORMATION

None

ANNOUNCEMENTS

The next Regular Meeting of the Board of Education will be held on Monday, March 20, 2023 at 7:00 p.m. in the High School Media Center.

CALL TO THE PUBLIC

None

BOARD MEMBER REPORTS

Mrs. Kritzman recently attended the WASB meeting. WASB asked to announce the WASB is requesting nominations to be on the Nominating Committee to elect officers to the WASB Board. Let Mrs. Kritzman know if you have someone you would like to nominate. She also shared dates for upcoming events and meetings to be held by the WASB.

ADJOURNMENT

*Motion to adjourn the Regular Meeting at 7:42 p.m. made by Mr. Henry; supported by Mrs. Schwennesen.
Ayes - 7; Nays - 0, motion carried 7 - 0.*

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

Date



**Whitmore Lake Public Schools
BOARD OF EDUCATION**

Special Meeting Minutes

March 6, 2023 – Administration Office Conference Room – 9:00 a.m.

MEMBERS PRESENT

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

MEMBERS ABSENT

None

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Finance & Operations, Denise Kerrigan, and Student Services Director, Melissa Heuker

OTHERS PRESENT

Staff

CALL TO ORDER

At 9:02 a.m. by President Michelle Kritzman.

APPROVAL OF AGENDA

Motion to approve the agenda as presented made by Mrs. Kritzman; supported by Mr. Henry.

Ayes – 7; Nays – 0, motion carried

CALL TO THE PUBLIC

None

NEW BUSINESS

*Approval of Pool Filtration
System RFP*

Motion to award the Pool Filtration System bid to Baruzzini Aquatics and replace system with a Regenerative Media Filter system for an amount of \$210,000 was made by Mr. Meadows; supported by Mr. Cole.

Mr. DeKeyser shared parts can no longer be found for the old system, a regenerative media filter system would require less water, energy and time on the overall maintenance and replace the sand filter system. He then answered all Board member questions.

Mrs. Schwennesen expressed concerns regarding the cost of replacing a sand filter system with a regenerative system.

Ayes – 6; Nays – 1 (Schwennesen), motion carried 6 – 1

Technology – Staff Computers

Motion to approve the purchase of ninety Surface Laptop 5 computers and the four year accidental damage protection plan from Microsoft Corporation for an amount not to exceed \$126,000 per the Educational Entity quote dated February 7, 2023 was made by Mrs. Kritzman; supported by Mrs. Schwennesen.

Mr. DeKeyser shared upgrading and costs to repair computers purchased five years ago are estimated to exceed cost of new computers.

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

Technology – Access Points

Motion to approve the purchase of Access Points and wireless upgrade from InaComp Technical Services Group for an amount not to exceed \$130,000 per quote dated February 10, 2023 was made by Mr. Cole; supported by Mr. Henry

Mrs. Kerrigan shared many of the access points we have now, are no longer working with the new security system. She also shared additional access points will be added at the Main Street Campus.

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

SUPERINTENDENT’S REPORT

Superintendent DeKeyser shared the following:

1. Facilities – RFP on the Boiler replacement were received, reaching out to the companies to define additional questions, bids will be presented at next meeting for selection.

Extended Learning Plan Assessment

Director of Student Services, Melissa Heuker, provided an overview of the academic assessment data on the MAP/NWEA Fall 2022 results in mathematics and reading with the Board in accordance with Section 98b of Public Act 144 of 2022. She then answered all Board member questions.

OTHER INFORMATION

None

ANNOUNCEMENTS

The next Regular Meeting of the Board of Education will be held on Monday, March 20, 2023 at 7:00 p.m. in the High School Media Center.

CALL TO THE PUBLIC

None

BOARD MEMBER REPORTS

Mrs. Schwennesen announced the Trobots, HS Robotics Club placed in runner-up position during their first competition. She also shared the next competition will be in Belleville, MI in two weeks.

ADJOURNMENT

Motion to adjourn the Special Meeting at 9:43 a.m. made by Mrs. Kritzman; supported by Mrs. Schwennesen.

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:
February 28, 2023

<u>Payroll Transactions</u>	February 15, 2023	\$ 299,581
	February 28, 2023	\$ 304,783
		<u>\$ 604,364</u>
 <u>Accounts Payable Transactions</u>		 <u>\$ 374,291</u>

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Pricing Summary

Appendix B

**Whitmore Lake Public Schools
Main Street Campus Boiler Replacement**

Manufacturer	<u>IBC</u>
Model	<u>EX-700</u>
Guarantee/Warranty Terms	<u>10 yr Heat Exchanger, 2 year Parts, 1 year labor</u>
Quantity	<u>One (1)</u>
Base Bid Price	<u>\$ 122,678.00</u>
Alternate Pricing –	<u>No alternative</u>
Main Street Campus Boiler Replacement	<u>\$ 122,678.00</u>

Quoted price includes all terms in RFP of Whitmore Lake Public Schools.

Delivery/Completed Installation – approximately 6-8 weeks after receipt of purchase order.

Exceptions to Specifications: N/A

Comments: _____

THE UNDERSIGNED HEREBY agrees to deliver and install the items specified herein in accordance with the terms, conditions, specifications, and prices set forth.

Company Name:	<u>Detroit Boiler Company</u>		
Address:	<u>2931 Beaufait St, Detroit, MI 48207</u>		
Telephone:	<u>313-921-7060</u>	FAX:	<u>313-921-7068</u>
Submitted By (type or print):	<u>Laura Snyder</u>	Title:	<u>President</u>
Signature:	<u><i>Laura Snyder</i></u>	Date:	<u>3-1-2023</u>

Pricing Summary

Appendix B

Whitmore Lake Public Schools
Main Street Campus Boiler Replacement

Manufacturer

IBC

Model

IBCEX-850-NG

Guarantee/Warranty Terms

1 year

Quantity

(3)

One (1)

Base Bid Price

\$ 168,445

Alternate Pricing –

Main Street Campus Boiler Replacement

\$ 168,445

Quoted price includes all terms in RFP of Whitmore Lake Public Schools.

Delivery/Completed Installation – approximately 8 weeks after receipt of purchase order.

Exceptions to Specifications:

Comments:

Direct Replacement of Boilers

THE UNDERSIGNED HEREBY agrees to deliver and install the items specified herein in accordance with the terms, conditions, specifications, and prices set forth.

Company Name:

Lyon mechanical

Address:

30100 South Hill Rd New Hudson MI 48165

Telephone:

248) 437-1047

FAX:

Submitted By (type or print):

Carlo Sefafini

Title:

owner

Signature:

Carlo Sefafini

Date:

2/28/2023

Pricing Summary

Appendix B

Whitmore Lake Public Schools
Main Street Campus Boiler Replacement

Manufacturer

IBC

Model

EX-700

Guarantee/Warranty Terms

1 year Labor / 2 year Parts / 10 year heat exchanger

Quantity

(3) EX-700 One (1) _____

Base Bid Price

\$ 203,744.00

Alternate Pricing –

Main Street Campus Boiler Replacement

\$ 203,744.00

Quoted price includes all terms in RFP of Whitmore Lake Public Schools.

Delivery/Completed Installation – approximately 6 weeks after receipt of purchase order.

Exceptions to Specifications: None

Comments: Performed factory sizing and design with IBC engineers.
State inspection and CSD-1 will be completed.

THE UNDERSIGNED HEREBY agrees to deliver and install the items specified herein in accordance with the terms, conditions, specifications, and prices set forth.

Company Name:

Trusted Heating & Cooling Solutions

Address:

4730 E M-36

Telephone:

810-355-1669

FAX:

Submitted By (type or print):

Alex Schulte

Title: Vice President

Signature:

Alex Schulte

Date: 2/28/2023

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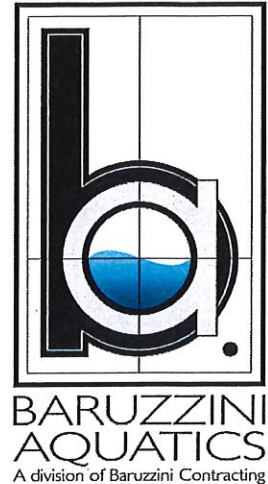
March 8th, 2023

Whitmore Lake Public Schools
Whitmore Lake high school

Attn: Tom

RE: Pool chemical control and feed options

Baruzzini Aquatics is pleased to provide the pricing below for consideration of Whitmore Lake chemical feed and control upgrades regarding operator safety, efficiency of all components, and increase in supplier options.



Prominent chemical controller options

All Prominent controllers come with the same 5-year warranty on all head unit parts (keypad and P.C. boards), 2 year warranty on flow switch, temperature, pH, and ORP sensors, and 1 year warranty on Chlorine (PPM) sensors. All Prominent controllers come equipped for remote interface (customer must provide a pathway). All DCM 5 series controllers are capable of call out alarms. All Prominent controllers provide historical data in the event it is needed. Only the DCM512 model controller is capable of controlling U.V. output based on a combined PPM count measure by the controller.

(1) DCM 511 – pH, ORP, PPM, temp, and flow switch - \$6,844.45

(1) DCM512 – pH, ORP, Free PPM, Total PPM, Temp and flow switch - \$8,350.10

DCM 512 chemical controller can ramp U.V. system based on real time combined (chloramine) counts. By adding this feature users typically see 3-6 years of lamp life before rebuild is required. This allows for an average cost saving of approximately \$4,000.00 every 3 years.

Chlorine feed system

It is our opinion that liquid (bleach solution) chlorine is the easiest and safest option for pool sanitizer. It is important to make sure that the system is set up in a manner that is A) safe and B) user friendly. Currently we are installing a dedicated chemical feed loop with the new system which gets us halfway to both A & B. By adding 300 gallons worth of storage capacity and remote bulk fill, we ensure that chemical handling is minimal for the operators.

Equipment required:

(2) Prominent Concept B chemical feed pumps

(2) 150-gallon double wall / double containment chemical tanks



(1) remote fill line with outside lockable fill box

Total for all above chlorine feed system items - \$5,850.00

Acid feed system

Currently there is a single bulk tank on site that requires manual filling (transfer of gallons to tank) of muriatic acid by the operating staff. This is not only highly caustic for the pool mechanical space, but also extremely dangerous for the operator to be handling the chemical and potentially breathing in any off gassing.

Our proposal is to utilize the existing spill pallet, remove the existing bulk tank (after neutralizing contents), and having owner order (4) 15-gallon carboys of acid that we will seal off fumes with suction fittings and an acid fume scrubber. This will mitigate almost all off gassing and greatly reduce chemical handling by ensuring there is no chemical transferring by the operators.

Equipment required:


- (1) Prominent Concept B feed pump
- (1) Prominent Acid Fume Scrubber (AFS)

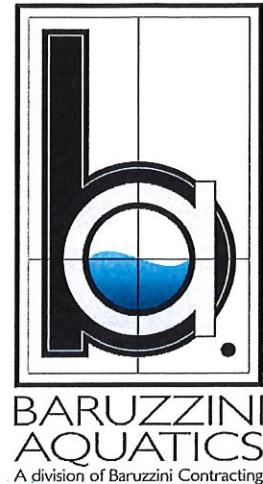
Total for all above acid feed system items - \$1,385.00

All items paired with the Prominent U.V. currently being installed, allow for full remote monitoring, troubleshooting, data logging, and alarm call outs. By controlling chlorine feed based on Free Chlorine PPM you greatly reduce the amount of chlorine utilized due to high low swings. All of this leads to a more efficient pool system, a safer pool system, and an overall better environment for patrons.

Thank you for considering Baruzzini for all your aquatic needs.

Sincerely,


Jason Cavicchioli
Service Manager



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**[WHITMORE LAKE PUBLIC SCHOOLS
BOARD OF EDUCATION RESOLUTION**

A regular meeting of the Whitmore Lake Public Schools ("District") Board of Education (the "Board") was held on the 27th day of March, 2023 at the following time: 7:00 p.m. (the "Meeting").

The meeting was called to order by _____, President

Present:

Absent:

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS:

1. The District is a plaintiff in a lawsuit against Juul Labs, Inc. ("Juul") and other vaping product defendants, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California ("Lawsuit").

2. Certain Lawsuit defendants established a court-supervised settlement program to resolve the Lawsuit against them ("Settlement Program"), specifically Juul and Juul-related parties, as identified in the Settlement Program.

3. Pursuant to the Settlement Program, the District may accept the gross settlement amount reflected in Attachment 1 ("Settlement Amount"), including in exchange for the District releasing its claims against Juul and Juul-related parties (the "Juul Defendants").

4. If the District fails to accept the Settlement Amount and to sign settlement documents, its claims against the Juul Defendants will continue, which may result in the District expending significant time and costs pursuing its claims, and which may result in no recovery from the Juul Defendants.

5. The District's claims against the non-Juul Defendants in the Lawsuit will continue notwithstanding a settlement with the Juul Defendants.

6. The Board believes that it is in the District's best interests to accept the Settlement Amount and to authorize and direct the District Superintendent or designee to sign settlement documents pertaining to the Juul Defendants on behalf of the District and to take such other action as necessary to obtain the Settlement Amount and to settle the Lawsuit against the Juul Defendants, subject to review and approval by the District's legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board accepts the Settlement Amount.
2. The Board authorizes and directs the District Superintendent or designee to sign Lawsuit settlement documents pertaining to the Juul Defendants on behalf of the District and to take such other action as necessary to obtain the Settlement Amount and to settle the Lawsuit against the Juul Defendants, subject to review and approval by the District's legal counsel.
3. The Board waives any applicable Board Policies and Bylaws for purposes of this settlement.
4. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

The undersigned duly qualified and acting District Board Secretary hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Board Secretary

Date: _____

Attachment 1
Gross Settlement Amount Spreadsheet

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MedSport Services Agreement

This MedSport Services Agreement (the "Agreement") is made between the entity listed on Exhibit A as Purchaser ("Purchaser"), and The Regents of the University of Michigan, a Michigan constitutional corporation with its principal place of business in Ann Arbor, Michigan ("University"). Each of Purchaser and University are also referred to herein individually as a "Party" and collectively as the "Parties".

ARTICLE I UNIVERSITY OBLIGATIONS

1.1 Services. University will, through its staff, students, contractors and other agents (the "University Staff") provide to Purchaser the services set forth and incorporated in Exhibit A to this Agreement (the "Services") in accordance with the terms and conditions of this Agreement.

1.2 University Staff. University will be solely responsible for the selection, supervision, compensation, evaluation, training, retention, discipline and termination of the University Staff; provided, however, that, upon the request of University, Purchaser may provide University with performance feedback to assist University in its evaluations.

1.3 University Point of Contact. University will identify a member of University Staff to serve as a primary contact with respect to this Agreement.

1.4 Required Licenses and Consents. University will, before the date on which the Services are to commence, obtain, and at all times during the Term (as defined in Exhibit A) maintain, all necessary licenses and consents applicable to the provision of the Services.

ARTICLE II PURCHASER OBLIGATIONS

2.1 Purchaser Point of Contact. Purchaser will cooperate with University in all matters relating to the Services and appoint a Purchaser employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Purchaser with respect to matters pertaining to this Agreement.

2.2 Access to Premises. Purchaser will provide access to Purchaser's premises, and such office accommodation and other facilities as may reasonably be requested by University, for the purposes of performing the Services.

2.3 Authorizations and Approvals. Purchaser will respond promptly to any University request to provide information, approvals, authorizations or decisions that are reasonably necessary for University to perform Services in accordance with the requirements of this Agreement.

2.4 Required Licenses and Consents. Purchaser will obtain and maintain all necessary licenses and consents in relation to the Services, in all cases before the date on which the Services are to commence.

2.5 Releases. Purchaser will secure all necessary consents, authorizations, and other releases to permit University to provide Services to Purchaser's athletes and to release University from any liability in connection with the athlete's participation in sports and related activities. University assumes

in providing Services to Purchaser and its athletes that Purchaser has secured all such necessary consents, authorizations, and releases.

2.6 Records. Purchaser acknowledges that University will maintain records of the Services. Purchaser will maintain all records of Services provided by University, including logs, notes, and other records, for a period of at least three (3) years following expiration or termination of this Agreement and in compliance with applicable law, including without limitation the federal Family Education Rights and Privacy Act ("FERPA").

2.7 University Performance. If University's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, University will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from the prevention or delay.

ARTICLE III RECORDS AND ACCESS

3.1 Confidentiality and Privacy. The Parties agree to maintain and hold as confidential and not disclose the existence or terms of this Agreement or any confidential or proprietary information ("Confidential Information") that either Party may be provided during the Term to any other person (with the exception of either Party's legal counsel or other representatives), unless disclosure of Confidential Information is required by Applicable Law or otherwise authorized by this Agreement or consented to in writing by the other Party. In addition, the Parties agree that University's provision of the Services does not qualify University as a "Business Associate" of Purchaser as defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, (which act and regulations as amended, restated and superseded from time to time, are collectively referred to as "HIPAA"). Purchaser will take all necessary steps to ensure University Staff do not seek or obtain access to protected health information created, maintained or received by Purchaser. In the event the scope of University's services changes or HIPAA changes (including governmental guidance offered on HIPAA) such that either Party concludes the Agreement must be amended or further documents executed to ensure the Parties' compliance with HIPAA, the Parties agree to promptly take all actions necessary to ensure their compliance with HIPAA.

3.2 Access to Records.

(a) Cooperation. The Parties will cooperate to make available to one another and to government authorities with jurisdiction access to any financial, medical, or other records created or maintained in connection with this Agreement and the Services as necessary to facilitate their compliance with Applicable Law.

(b) Omnibus Reconciliation Act. If and only to the extent required by Section 1861(v)(1)(1) of the Social Security Act, the Parties will: (i) make available, upon written request of the Secretary of the Department of Health and Human Services, the Controller General of the United States, or any of their duly authorized representatives (collectively the "Government Parties"), this Agreement and such books, documents, and other records as may be necessary to certify the nature and extent of the costs hereunder; and (ii) ensure that any subcontracts with a value or cost of \$10,000 or more over a 12-month period with a related organization contain a clause that requires that until the expiration of six (6) years following the furnishing of services pursuant to the contract, the related organization will make available, upon request of the Government Parties, the subcontract and such books, documents and other

records of such related organization as are necessary to verify the nature and extent of rendered contractual costs.

ARTICLE IV FINANCIAL ARRANGEMENT

4.1 Compensation. Purchaser will compensate University for the Services by paying the fees and reimbursing such expenses pursuant Exhibit A.

4.2 Billing. University will submit an invoice to Purchaser within sixty (60) days of the end of each calendar quarter in arrears for its fees and expenses incurred for such time period, or at other time intervals upon which the Parties mutually agree, that University provides Services, documenting all the Services completed by University and the amount owed by Purchaser.

4.3 Payment. No later than thirty (30) days after Purchaser receives an invoice for Services, Purchaser will remit payment to University in the amount set forth in the invoice. All payments under this Agreement will be in US dollars and made by check or wire transfer.

4.4 Taxes. Purchaser will be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Purchaser.

ARTICLE V COMPLIANCE WITH LAWS AND STANDARDS

5.1 Generally. Each Party will exercise its rights and perform its obligations under this Agreement in accordance with Applicable Law, including without limitation those pertaining to recipients of federal funds, confidentiality, health care fraud and abuse and taxes. Purchaser acknowledges that it has been advised that University operates a toll-free compliance hotline (866-990-0111) to facilitate the reporting of any conduct or activity that is or may be non-compliant with legal and regulatory requirements or risk patient safety. Purchaser will immediately report by calling the compliance hotline or filing an online report (<http://www.med.umich.edu/compliancehotline/>) any observed conduct, activity or practice that it believes may be non-compliant or below applicable standards, and will instruct its employees, contractors, agents and others as applicable to do so on its behalf.

5.2 Public Health Guidance. If required by University, Purchaser agrees to incorporate and abide by all state and federal public health legal orders and guidance as well as guidance issued by the MHSAA, associated with Purchaser's athletic activities. The failure of Purchaser to maintain compliance with all state and federal public health legal orders and guidance as well as the MHSAA rules after notice of such failure and reasonable time to cure shall excuse University's performance under the Agreement.

5.3 Non-Discrimination/Equal Opportunity. To the extent applicable, the Parties agree to comply with the following, as amended from time to time: Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination Act of 1975, the Drug Free Workplace Act of 1988, Section 503 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, and any similar Applicable Law.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

6.1 Generally. Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and

(d) when executed and delivered by a Party, this Agreement will constitute the legal, valid and binding obligation of that Party, enforceable against that Party in accordance with its terms.

6.2 No Warranty or Guarantee; Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FEDERAL, STATE AND LOCAL LAW AND REGULATIONS ("APPLICABLE LAW"), UNIVERSITY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. FOR THE AVOIDANCE OF DOUBT, UNIVERSITY DOES NOT GUARANTEE ANY PARTICULAR RESULTS BASED ON THE SERVICES PROVIDED.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.4 Indemnification.

(a) Indemnification. Each Party will defend, indemnify and hold harmless the other Party and its respective officers, directors, trustees, employees, representatives, agents, successors, and assigns from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees (collectively, "Losses"), which may arise out of the indemnifying Party's acts or omissions under this Agreement for which the indemnifying Party would be liable in law or equity.

(b) Notification of Claim. The indemnifying Party will keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and will permit the indemnified Party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying Party's payment of money, it will have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying

Party or the indemnifying Party has not or will not pay the money required for resolution, the Parties will cooperate regarding defense and settlement.

(c) Exclusive Remedy. The sole and exclusive remedy for any and all Losses resulting from, relating to, or arising out of this Agreement will be the rights of indemnification set forth in this Article VII, and no person will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise, it being agreed that all of such other remedies, entitlements and recourse are expressly waived and released by the Parties hereto to the fullest extent permitted by Applicable Law.

(d) Limitation of Liability. Neither Party will be liable to the other for any consequential, incidental, indirect, special, punitive or exemplary damages of any kind whatsoever (including, but not limited to, any loss of future revenue, income or profits or any diminution of value or multiples of earnings damages) sustained as a result of a breach or alleged breach of, or otherwise arising out of, this Agreement or any action, inaction, alleged tortious conduct, or delay by the other related thereto, whether or not the possibility of such damages has been disclosed to the other Party in advance or could have been reasonably foreseen by the other Party. In no event will either Party's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid to University pursuant to this Agreement in the twelve-month period preceding the event giving rise to the claim.

7.5 Insurance and Claims.

(a) Maintenance of Insurance. Each Party agrees to procure and maintain in effect during the Term (i) comprehensive general liability insurance, including contractual products and completed operations insurance, of at least two million (\$2,000,000) dollars per occurrence and five million (\$5,000,000) dollars in the aggregate, (ii) errors and omissions/professional liability insurance in the amounts of at least five million (\$5,000,000) dollars per occurrence and ten million (\$10,000,000) dollars in the aggregate if the Services are deemed professional in nature or performed by someone with a professional designation and are excluded from the comprehensive general liability insurance, and (iii) comprehensive cyber liability insurance of at least one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate with coverage for damages from first and third party losses from media content, security and privacy, cyber extortion, and event management. These insurance requirements may be satisfied with a policy of commercial insurance from an insurance carrier with a Best A- or better rating registered to write insurance policies in Michigan and in good standing with the Commissioner of Insurance for the State of Michigan, or a self-insurance trust fund or captive insurance company which is consistent with self-insurance requirements under Applicable Law. Each Party is responsible for covering its own employees. Each Party agrees to provide the other Party with prompt written notice of any change in its total program of liability insurance coverage that would cause such Party to be out of compliance with the requirements set forth in this Section.

(b) Additional Coverage. In the event any insurance described in this Article is purchased on a claims-made basis, the Party responsible for procuring and maintaining such insurance will procure a reporting endorsement ("tail coverage") with the same coverage limits.

(c) Evidence of Insurance. Each Party will furnish the other, within seven (7) days after receipt of a request, a current and valid Certificate of Insurance or verification of the existence of a self-insurance program satisfying the requirements set forth in this Article.

(d) Claims and Litigation Arising out of this Agreement. Each Party agrees to fully cooperate with each other in the notification, investigation and handling of all potential claims, pre-suit claims and litigation toward mutually reducing the costs of litigation and enhancing litigation outcome.

ARTICLE VIII TERM AND TERMINATION

8.1 Term. The Term of this Agreement will be as defined in Exhibit A.

8.2 Early Termination.

(a) Termination for Convenience. Either Party may terminate this Agreement, for any reason or for no reason, by providing ninety (90) days' written notice to the other Party.

(b) Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party of its obligations under this Agreement by providing written notice to the breaching Party of the breach and a reasonable opportunity to cure of no less than thirty (30) days (the "Cure Period"). In the event the breaching Party does not cure within the Cure Period, this Agreement will terminate as of the day following the expiration of the Cure Period. A notice of termination pursuant to this Section will trigger the informal dispute resolution procedures specified in Article VII.

(c) Immediate Termination. Either Party has the right to terminate this Agreement immediately upon notice to the other Party in the event the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceedings under federal or state bankruptcy or other Applicable Law relating to insolvency or the protection or rights of creditors.

(d) Effect of Termination. As of the effective date of the termination of this Agreement, neither Party will have any further rights or obligations hereunder except (i) Sections 2.6, 3.1, 8.2 and Articles III, VII, IX and X will survive the termination of this Agreement, (ii) for rights and obligations accruing prior to the effective date of termination and (iii) arising as a result of any breach of this Agreement.

ARTICLE IX COORDINATION AND DISPUTE RESOLUTION

9.1 Informal Dispute Resolution. A representative of each of University and Purchaser will meet as often as reasonably requested by either Party to review the performance of the Parties under this Agreement. In the event of any dispute or disagreement between the Parties with respect to the performance by either of its obligations hereunder or with respect to interpretation of the Agreement's terms and conditions, then at the request of either Party, each Party will appoint a representative whose task it will be to meet with the other for the purpose of endeavoring to resolve the dispute. During the course of discussions, all reasonable requests made by one Party to the other for information will be honored so that each of the Parties may be fully informed concerning the dispute. The specific format for discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or exchange of written statements of position. No formal proceedings

for resolution of any dispute may be commenced until the earlier of (i) a good-faith conclusion by each Party's designated representative that amicable resolution through continued negotiation does not appear likely; or (ii) the passage of thirty (30) days after delivery of a written request for appointment of representatives to resolve the dispute. Any discussions or negotiations held pursuant to this Section will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

9.2 Notification of Adverse Action. Each Party will notify the other promptly of: (a) any litigation brought against the notifying Party related to the Services provided hereunder; (b) any actions taken or investigations initiated by any government agency involving the Services hereunder, University, Purchaser, or their employees, agents or contractors involved in providing Services hereunder; or (c) if applicable, any legal actions or investigations, or notice thereof, initiated against the Party by governmental agencies or individuals regarding fraud, abuse, false claims, or kickbacks in connection with the Services. Upon the other Party's request, the notifying Party will provide the other Party with all known details of the nature, circumstances, and disposition of any suits, claims or investigations reportable under this Article VII; provided, however, that nothing in this Article will require either Party to provide the other with any information prohibited to be disclosed by Applicable Law or administrative agency requirement, or to waive any attorney-client, work-product or other similar privileges.

9.3 Participation in Defense. Each Party retains the right to participate, at its own expense, in the defense of any alleged or potential claim against either Party where the claim or potential claim represents any risk of an adverse outcome to the Party seeking participation in the defense.

9.4 Assumption of Defense Obligations. Each Party retains the right to assume, at its own expense, all defense obligations for any alleged or potential claim if the claim arises entirely from the alleged acts or omissions of the Party seeking assumption of the defense obligations.

ARTICLE X GENERAL PROVISIONS

10.1 Names and Marks.

(a) Ownership. Each Party retains ownership in any trade names, service marks, trademarks, trade dress, logos and similar intangible property and neither will take any action that would infringe on the other's property in carrying out the terms and conditions of this Agreement.

(b) Use. In no event may either Party use the names, trade names, service marks, trademarks, trade dress or logos of the other in publicity releases, advertising or any other external communications or public disclosures without the express, written consent of a duly authorized representative of the other.

(c) Effect of Termination. Upon expiration or termination of this Agreement under any circumstances, Purchaser will immediately destroy all signage, stationary and other visible indicators of the University of Michigan's involvement in the provision of Services for Purchaser, if any. Nothing

in this Agreement will be interpreted to affect a sale, lease, or other transfer of a Party's name, mark, dress or logo to the other Party.

10.2 Independent Contractors. The Parties agree that each is a separate and independent entity and an independent contractor to the other. Neither Party is the partner, agent, joint venturer or representative of the other, nor does either Party exercise independent direction or control over the manner in which the other performs its obligations under this Agreement. Each Party will be responsible, with respect to each of its employees performing services or obligations pursuant to this Agreement to: (a) pay or cause to be paid compensation and fringe benefits; (b) withhold or cause to be withheld, and pay to the appropriate taxing authorities, all applicable federal, state, and local taxes (including, but not limited to, FICA); (c) make, or cause to be made, any and all payments such as unemployment compensation; and (d) maintain, or cause to be maintained, all worker's compensation and insurance or self-insurance as may be required under Applicable Law. Neither Party will have, nor will any make any statement nor take any action that might cause a third party to believe it has, the authority to transact any business, enter into any agreement, or in any way bind or make any commitment on behalf of the other unless expressly set forth in this Agreement or otherwise approved in writing by a duly authorized representative of the other.

10.3 Assignment/Delegation/Subcontracting. Neither Party will assign, delegate, subcontract or otherwise transfer, whether by operation of law or otherwise, any or all of its rights and/or obligations under this Agreement except with the express, written consent of a duly authorized representative of the other Party. This prohibition will not be deemed to apply to an assignment, delegation, or subcontract by a Party (a) to an entity that owns or controls, is under common ownership or control with, or that is owned or controlled by a Party or (b) in connection with a conversion of such Party, a merger of such Party into another entity, a sale of a majority of the equity in such Party, or a sale by such Party of all or substantially all of its assets. No assignment will relieve the assigning Party of any of its obligations hereunder.

10.4 Notice. Any notice to either Party must be in writing, signed by the Party giving it, and served to the addresses indicated on the signature page (and to such other addresses as later may be designated by written notice) by personal delivery, recognized overnight courier service, electronic mail, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices will be effective when received, but in no event later than three (3) days after mailing.

10.5 Entire Agreement, Amendment. This Agreement and its attachments collectively constitute the sole and entire understanding between the Parties with respect to the provision of Services to Purchaser by University and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to the subject matter herein. This Agreement may not be amended except by an agreement signed by authorized representatives of both Parties..

10.6 Governing Law, Construction and Venue. This Agreement will be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against The Regents of the University of Michigan will be brought in the Michigan Court of Claims.

10.7 Force Majeure. Neither Purchaser nor University will be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the Party ("Force Majeure Event"). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the Party will: (a) as soon as practicable notify the other Party in writing of the Force

Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) calendar days following notice by the delaying Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice.

10.8 Tax Exempt Status. Purchaser acknowledges that University is a tax-exempt institution, granted such status by authorized taxing units of State of Michigan, and is exempt from Federal Excise Tax and Michigan General Sales Tax (see Michigan Public Act 167 of 1933. Section 4 as amended).

10.9 Freedom of Information Act. Nothing in this Agreement will be construed to limit in any way the ability of University to comply with any Applicable Law or legal process concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to University are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with such act or any other law, and such release will not constitute a breach or threatened breach of this Agreement.

* * * REMAINDER OF PAGE INTENTIONALLY LEFT BLANK * * *

This Agreement becomes binding when signed by both Parties.

PURCHASER

**THE REGENTS OF THE UNIVERSITY OF
MICHIGAN**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address(es) for Notices:

Address(es) for Notices:

University of Michigan
Attn: Department of Strategy
2301 Commonwealth Blvd 2nd FL
Ann Arbor MI 48105-2967

With a copy to:

Office of the General Counsel
University of Michigan
300 N. Ingalls, Suite 3B04
Ann Arbor, MI 48109-5476

Federal Tax ID: _____

Federal Tax ID: 38-6006309

EXHIBIT A
SERVICES AND COMPENSATION

I. DEFINED TERMS

Purchaser: Whitmore Lake High School	Whitmore Lake High School, a Michigan public school system with its principal place of business in 7430 Whitmore Lake Rd., Whitmore Lake, MI 48189
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TERM

The initial term for the provision of the Services (the "Initial Term") will begin on **August 7, 2023** (the "Effective Date") and end on **June 12, 2026**, unless earlier terminated in accordance with this Agreement. The Initial Term may be renewed and extended for additional one-year terms by written agreement of the Parties (each a "Renewal Term" and together with the Initial Term, the "Term"). Each Party agrees to use its reasonable efforts to notify the other Party, no later than thirty (30) days prior to the end of the Term, that it does not intend to enter into a Renewal Term.

II. SERVICES. University Staff shall provide the following athletic training services (collective, the "Services").

- a. Evaluate, manage, and treat athletic-related injuries and conditions.
- b. Refer individuals to physicians as appropriate.
- c. Apply strapping, bandaging, or bracing designed to prevent or protect athletes against injury.
- d. When Appropriate, design and implement rehabilitation, conditioning, and weight-training programs
- e. Develop an emergency action and AED plan.
- f. Provide coverage for on-site school practices and events while working within the number of hours per the school contract.
- g. If applicable, provide coverage for all away varsity football contests.
- h. Administer first aid and acute treatment.
- i. Maintain inventory records; order equipment and supplies as needed based on school budgets.
- j. If applicable, facilitate learning opportunities for students interested in the field of athletic training.
- k. Serve as liaison between school administration, coaches, athletes, and parents.
- l. If applicable, Alpha weigh-in monitoring for wrestling
- m. Instruct nutrition class for wrestling and other program and may assist in development of diet and meal plans for athletes
- n. Upon request, provide pre-participation concussion testing for student-athletes.
- o. Upon request, provide CPR training for coaches. Proper notice must be given to align the necessary resources in a timely manner.
- p. Athletic Trainers can be available to review the preparticipation examinations required by the MHSAA, for every participating student athlete, but they are not responsible for the collection, storage, or coordination of scheduling PPE's. These responsibilities fall upon the administration of the school alone.

A total of hours 880 (average of 21 hours per week, between (1) Athletic Trainer of Services will be provided to Purchaser during the Initial Term.

Any additional services provided by University to Purchaser will be mutually agreed by the Parties in writing.

IV. COMPENSATION

A. Base Fee

The base fee for the Services is **\$22,164.57 for athletic training services**. On each anniversary of the Effective Date during the Term, this base fee will be increased by the greater of (i) the percentage increase in the Consumer Price Index (as is published in the Wall Street Journal on the last business day immediately prior to such anniversary) or (ii) three percent (3%), in order to reflect an inflation related increase in compensation. **If hours of Service are 50 hours below or over the total hours stated in Article III, the fourth installment of the base fee will be adjusted accordingly.**

B. Cost Reimbursement

In addition to the base fee described above, Purchaser will reimburse University for all costs associated with the provision of the Services under this Agreement as described below:

Additional Expenses. Purchaser's athletic department will purchase, at Purchaser's sole cost and expense, all supplies and equipment needed by University except for an Automated External Defibrillator, which will be purchased, maintained and used exclusively by University.

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**Whitmore Lake Public Schools
Budget Performance Reports
February 28, 2023**

Revenue	Actual	Adopted Budget	Remaining Budget	% Used/Rec'd
Fund 11 - General Fund Revenue	\$7,360,708	\$12,824,068	\$5,463,360	57.40%
Fund 23 - Comm Rec Revenue	\$413,719	\$547,115	\$133,396	75.62%
Fund 25 - Food Service Revenue	\$217,684	\$474,850	\$257,166	45.84%

Expenditures	Actual	Adopted Budget	Remaining Budget	% Used/Rec'd
Fund 11 - General Fund Expenditure	\$8,162,937	\$12,816,312	\$4,653,375	63.69%
Fund 23 - Comm Rec Expenditure	\$247,922	\$330,400	\$82,478	75.04%
Fund 25 - Food Service Expenditure	\$268,748	\$474,300	\$205,552	56.66%

Audited Fund Balance 6-30-2022

Fund 11 - General Fund	\$1,178,174
Fund 23 - Community Recreation	\$352,858
Fund 25 - Food Service	\$179,633

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Update 14.07

Policy 2007 Health and Safety

Wellness. ~~The Board of Education recognizes that student wellness is integral to learning, growth, and development. The School District will promote proper nutrition and nutrition education, as well as regular physical activity, as steps toward student wellness.~~ **The School District is committed to creating a school environment that enhances lifelong wellness practices. As required by law, the Board has adopted a Wellness Policy, which is periodically reviewed.** The Superintendent will develop administrative regulations to implement this policy.

Update 14.07

Policy 3001 Curriculum Development

The Board directs the Superintendent to develop, implement, and provide ongoing evaluation of the School District's **core academic** curriculum. The curriculum will:

- Be consistent with the Board's policy on Student Learning and Achievement;
- Meet or exceed all requirements of the State of Michigan for instructional programs; and,
- Be standards based and founded upon legally-compliant, research based grade level learning and achievement standards that lead to the awarding of a School District diploma.

The School District's curriculum will also include legally-compliant, research based learning and achievement standards for students who participate in career and technical education programs, as well as address the needs and provide legally-compliant opportunities for students with disabilities and students who are considered gifted.

The Superintendent will appoint well qualified administrators and teachers to assist the Superintendent in implementing and improving the School District's curriculum, as well as otherwise improving student learning and achievement. Any changes to the **School District's core academic** curriculum must be approved by the Board, **to the extent required by Michigan law [MCL 380.1278].**

Update 14.08

Policy 3002 - ~~Parental Involvement~~ Parent and Family Engagement (PFE)

The Board strongly encourages and supports the involvement of parents and families in their children's education. The Superintendent will develop and implement regulations, in consultation with parents and families, which will include:

- The manner in which the School District will cooperate with parents and families of students to develop students' intellectual and vocational skills in a safe and positive environment;
- The manner in which the School District will permit parents and families to review the School District's curriculum, textbooks, and teaching materials;
- The manner in which the School District will permit parents and families to observe instructional activities, other than testing and assessments, in which their students are enrolled and present; and
- The manner in which the School District will permit the disclosure or use of student information for purposes of sales or marketing.

Parental and Family Engagement ("PFE") involvement is also considered a key component of federal Title I programs. In order to help build a partnership between home and school for purposes of Title I, the School District:

- Informs parents and families of the program, the reasons for their children's participation and the specific instructional objectives;
- Trains parents and families to work with their children to attain instructional objectives;
- Trains teachers and other staff involved in Title I programs to work effectively with the parents and families of participating students;
- Consults with parents and families on a regular basis;
- Provides opportunities for parents and families to be involved in the design, operation, and evaluation of the program; and
- Provides opportunities for the full participation of parents and families who lack literacy skills or whose native language is not English.

The Superintendent will develop and implement regulations that are compliant with Title I. The regulations are to support the above principles and actions and also assure that services provided with state and local funds in Title I schools are comparable to those provided in non-Title I schools in the School District.

Update 14.09

Policy 3003 - Instruction

To the ~~maximum~~ extent feasible, student instruction will be delivered using research based and peer reviewed instructional methodologies. The Superintendent may develop regulations that are consistent with this policy.

Update 14.10

Policy 3004 - Textbooks and Other Instructional Materials

~~The Board delegates to the Superintendent the authority to purchase and recommend to the Board, for its approval, instructional materials, including textbooks, that are compatible with the School District's curriculum. The Superintendent may utilize well-qualified administrators and teachers to assist in the selection of instructional materials, including textbooks, to be recommended to the Board.~~

Textbooks: The use of textbooks (or their modern equivalent) is fundamental to the delivery of the core academic curriculum for students. The Superintendent may utilize well-qualified administrators and teachers to assist in the selection of textbooks to be recommended to the Board for approval, to the extent required by Michigan law [MCL 380.1421/22].

Other Instructional Materials: The delivery of the core academic curriculum is augmented by the use of instructional materials, the approval of which is not required by the Board. The Board delegates to the Superintendent the authority to approve and purchase, consistent with the requirements of Michigan law, other instructional materials. The Superintendent may utilize well-qualified administrators and teachers to assist in the selection of instructional materials. Those materials utilized should be compatible with the School District's core academic curriculum, as approved by the Board.

Update 14.11

Policy 3005 - Selection of Media Center/Library Materials

The Board intends that students be provided access to a wide variety of educational materials, in various media, to support learning. The Superintendent is authorized to make or approve purchases for the media center (**and/or classroom libraries**) and may receive recommendations for such purchases from professional staff members, parents, and students.

Update 14.12

Policy 4003 - Conditions of Employment

Alcohol and Drug Free Workplace. The Board maintains a workplace free of alcohol and illegal drugs, as well as prescription drugs for which the employee does not have a current, valid prescription. An employee or volunteer who is found to have unlawfully manufactured, distributed, dispensed, possessed, or used alcohol or any drug in the workplace shall be disciplined, up to and including discharge from employment. Similarly, an employee or volunteer who is found to have been present in the workplace while under the influence of illegal drugs, prescription drugs for which the employee does not have a current, valid prescription, or alcohol will be subject to discipline, up to and including discharge from employment. The Superintendent may require an employee to submit to a medical examination when there is a reasonable suspicion that the employee is under the influence of drugs or alcohol while performing job duties or on school grounds.

Update 14.13

Policy 4003 Conditions of Employment

Medical Examinations

The Superintendent or his/her designee may require an employee to submit to a medical examination when:

- Required or permitted by federal or state law.
- Required or permitted by the employee's contract of employment.
- Information suggests that a health condition may be negatively affecting the employee's ability to perform the essential functions of his/her job, with or without accommodations.
- Information suggests that the employee is a direct threat to his/her safety or the safety of others.
- An employee has provided insufficient medical documentation as the basis for a health leave and, after providing the employee an opportunity to supplement the documentation, the documentation remains insufficient.
- There is a reasonable suspicion that an employee is under the influence of drugs or alcohol while performing job duties or on school grounds.

If the Superintendent requires an employee to submit to a medical examination, all costs will be borne by the School District. The employee will be required to sign a release authorizing the physician to submit a copy of the report of the examination directly to the Superintendent. A copy of the physician's report will be maintained in a separate, confidential personnel file.

Update 14.14

Policy 5003 - Purchasing

Real Property and Structures.

The Superintendent may identify real property and structures suitable for purchase by the School District and recommend to the Board the procedures to be followed for the purchase or acquisition of such property. Board approval is required for both the process to be followed and the ultimate purchase or acquisition. The Superintendent is authorized to execute any and all closing documents required to close on the purchase or acquisition of such property.

Update 14.16

Policy 5004 - Surplus Property

Real Property and Structures ~~Land, Buildings, Facilities, and Real Estate.~~

The Superintendent may identify School District **real property and structures** ~~land, buildings, facilities, and real estate~~ no longer required for School District purposes and recommend to the Board the procedures to be followed for the sale or disposition of such property. Board approval is required for both the process to be followed and the ultimate sale or disposition. **The Superintendent is authorized to execute any and all closing documents required to close on the sale or disposition of such property.**

Update 14.17

Policy 5010 - Online Fundraising

No employee shall create, post, or sponsor any online fundraiser seeking to secure or generate funds from the public for school purposes, purchases for school, or utilizing the District's name, logo, or likeness, without prior written consent from the Superintendent. If permission to create, post, or sponsor an online fundraiser is provided by the Superintendent, any property secured or purchased through such fundraising activities shall become the property of the District and not the employee. This policy applies, but is not limited to online fundraising services. ~~such as DonorsChoose.org, Kickstarter.com, GoFundMe.com, CrowdRise.com, and similar sites.~~

Update 14.22

Policy 8007 - Discrimination and Harassment

The Board of Education is committed to maintaining a learning/working environment in which all individuals are treated with dignity and respect, free from ~~illegal~~ discrimination and harassment **based on a legally prohibited characteristic.** There will be no tolerance for discrimination or harassment on the basis of race, color, national origin, religion, sex **(including sexual orientation and gender identity)**, marital status, genetic information, disability, age, or any other basis prohibited by law. The Superintendent will develop administrative regulations to implement this policy. The Superintendent designates Melissa Heuker, Director of Student Services and Linda Lupi, Public Safety Coordinator, to supervise the implementation of this policy and its implementing regulations.