



**BOARD OF EDUCATION  
REGULAR MEETING**

Monday, February 12, 2024 — 7:00 p.m.

Whitmore Lake High School

Barb Huang Library



# 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, February 12, 2024 – 7:00 p.m.

Whitmore Lake High School Barb Huang Library  
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

Natalie Meadows will present the student council report.

### COMMITTEE REPORTS

### CONSENT ITEMS

Approval of minutes from the January 22, 2024 Board of Education Organizational / Regular Meeting. **(Attachment 1)**

Approve fund transfer of \$710,422 in payments from Accounts Payable as per attachment 2; further, to approve the transfer of \$584,069 from Accounts Payable to cover the payrolls of January 12, 2024 and January 31, 2024. **(Attachment 2)**

### OLD BUSINESS

*Board of Education Policies*

**Attachment 3** contains Miller Johnson policies and administrative regulations, 1001 – Organization and Functioning of the Board, 2003 – Education Records, 2005 – Communication, 4003 & 4003 AR – Conditions of Employment, 4003.1 AR – Teacher Placement, 4003.2 AR – Teacher Vacancies, 4003.3 AR – Staffing Reductions, 4003.4 AR – Program Reductions, 4003.5 AR – Recall Process, 4004 & 4004 AR – Evaluations, Discipline and Discharge, Resignations, 4005 – Other Matters of Employment, 6002 & 6002 AR – Threat Assessments, 6006 – Tobacco-Free Environment, 8001 & 8001 AR – Acceptable Use, and 8002 – Americans with Disabilities Act (ADA) Section 504 of the Rehabilitation Act of 1973 updates and revisions for a second reading. Approval is recommended.

**NEW BUSINESS**

*2024-2025 Athletic Training Contract*

Motion to approve the 2024-2025 Athletic Training Services Agreement with MedSport, a Program of The Regents of the University of Michigan.  
**(Attachment 4)**

*Financial Report*

**Attachment 5** contains the Budget Performance Report for January 31, 2024. Director of Finance & Operations, Denise Kerrigan will update the Board with information regarding the financial report.

**SUPERINTENDENT'S REPORT**

**OTHER INFORMATION**

*Personnel*

Alexa Bloom, Jennifer Chamberlain, and Joyce Ramsey have accepted the part-time positions as Swim Instructor in Community Recreation with a start date of January 27, 2024, February 8, 2024, and February 9, 2024, respectively. They have also accepted the part-time positions as Lifeguard and Private Swim Instructor.

Diana Cabrera Silva has accepted the position as GLTW Infant Assistant with a start day of February 20, 2024. This position has an hourly pay rate of \$17.00.

**ANNOUNCEMENTS**

**The next Regular Meeting of the Board will be held on Monday, March 18, 2024 at 7:00 p.m. in the High School Barb Huang Library.**

**CALL TO THE PUBLIC**

**BOARD MEMBER REPORTS**

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

**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

#### *Organizational/Regular Meeting Minutes*

January 22, 2024 – High School Barb Huang Library – 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 and Human Resources Director, Maria Carter-Ewald

#### OTHERS PRESENT

Staff, parents, and members of the community

#### CALL TO ORDER

At 7:00 p.m. by Trustee 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

#### ELECTION OF BOARD OFFICERS

Trustee Kritzman, called for nominations for the position of President for the 2024 calendar year.

Mr. Meadows nominated Michelle Kritzman for President of the Board; Mrs. Kritzman then inquired if there were any additional nominations for President.

*Motion to close nominations and cast a vote for the nomination of Michelle Kritzman as President of the Board through December 2024 was made by Mr. Henry; supported by Mrs. Schwennesen*

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

Mrs. Kritzman accepted the position as President of the Board and called for nominations for Vice President, Secretary, and Treasure of the Board.

*Motion to close nominations and nominate Frank Zolenski as Vice President of the Board through December 2024 was made by Mr. Henry; supported by Mrs. Schwennesen.*

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

*Motion to close nominations and nominate Lisa McCully as Secretary of the Board through December 2024 was made by Mr. Henry; supported by Mr. Cole.*

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

*Motion to close nominations and nominate John Meadows as Treasurer of the Board through December 2024 was made by Mr. Henry; supported by Mr. Cole.*

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

#### SPECIAL PRESENTATION

In recognition of Board Appreciation Month, staff and many student organizations from each building presented board members with gifts and tokens of appreciation.

#### STUDENT COUNCIL

Student Council President, Natalie Meadows updated Board members on the festivities planned during Snowcoming week, which begin February 5, 2024. She also shared the theme for Snowcoming this year is “Winter Soletice”.

#### COMMITTEE REPORTS

Mrs. Schwennesen shared the Executive Committee met on December 12, 2023 with a representative from EPIC MRA to review the questions they will ask for the bond survey.

## CONSENT ITEMS

*Motion to approve the minutes from the December 11, 2023 Board of Education Regular Meeting and the December 11, 2023 closed session was made by Mr. Henry; supported by Mr. Cole.*

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

*Motion to approve fund transfer of \$641,141 in payments from Accounts Payable; further to approve the transfer of \$643,341 from Accounts Payable to cover the payrolls of December 15, 2023, and December 29, 2023 was made by Mr. Henry; supported by Mr. Cole.*

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

## NEW BUSINESS

### *School of Choice*

*Motion to approve Whitmore Lake Public Schools as a School of Choice district for the 2024-2025 school year with unlimited enrollment in all grades and programs for the first semester, and a limited enrollment in grades K-6 and an unlimited enrollment in grades 7-12 for the second semester pursuant to Sections 105 and 105 (c) of the State School Aid Act was made by Mrs. Kritzman; supported by Mr. Meadows.*

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

### *Marching Band Trip Proposal*

*Motion to approve the proposal for an overnight WLHS Marching Band Trip submitted by Elisa Fixler, MS/HS Band Director, to travel to Hersey, MI for Band Camp from July 29, 2024 to August 2, 2024 was made by Mrs. Kritzman; supported by Mr. Henry.*

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

### *Financial Report*

Director of Finance & Operations, Denise Kerrigan, updated the Board with information regarding the December 31, 2023 financial report. She then answered all board member questions and shared an amended budget will be presented at the March 18, 2024 meeting.

### *Board of Education Policies*

Superintendent DeKeyser shared the policies and administrative regulation change options and updates to 1001 – Organization and Functioning of the Board, 2003 – Education Records, 2005 – Communication, 4003 – Condition of Employment, Staffing, Layoff, and Recall of Teachers, 4003 AR – Condition of Employment, Transportation Employees, 4003.1 AR – Teacher Placement, 4003.2 AR – Teacher Vacancies, 4003.3 AR – Staffing Reductions, 4003.4 AR – Program Reductions, 4003.5 AR – Recall Process, 4004 & 4004 AR – Evaluations, Discipline and Discharge, Resignations, 4005 – Other Matters of Employment, 6002 & 6002 AR – Threat Assessments, 6006 – Tobacco-Free Environment, 8001 & 8001 AR – Acceptable Use, and 8002 – Americans with Disabilities Act (ADA) Section 504 of the Rehabilitation Act of 1973 with the Board for a first reading. He then answered all questions from Board members and added if there are any additional questions, they should be directed to him prior to the February 12, 2024 meeting, where approval will be recommended.

## SUPERINTENDENT'S REPORT

Superintendent DeKeyser shared the following:

- 1) Health Equity update – working with the Health Department to expand additional opportunities to residents in the areas of mental, financial, and housing instability. The Health Department will also host a vaccine clinic next week at the Northfield Human Services Center.
- 2) Community Recreation – Great job on the pool expansion, they are also working with the Metro Parks, as a facility, to offer free adult swim lessons.
- 3) Transportation – new van purchased, Whitmore Lake decals will be installed when it is received.
- 4) Facilities update – Drinking water bottle filling stations are installed at the Main Street Campus, security improvements for sound are being installed in each building, Main Street Campus boilers – no issues since new regulators installed.

## OTHER INFORMATION

### *Personnel*

The Board acknowledged the hiring of Amanda Warner as the Montessori Family Care Specialist and Quynh Phuong Luu as Infant Teacher Assistant for GLTW Montessori Preschool.

**ANNOUNCEMENTS**

**The next Regular Meeting of the Board of Education will be held on Monday, February 12, 2024 at 7:00 p.m. in the High School Barb Huang Library.**

**CALL TO THE PUBLIC**

None

**BOARD MEMBER REPORT**

Mr. Meadows and Mr. Zolenski acknowledged and thanked Mr. DeKeyser and WLPS for hosting the vigil for Bragg / Pruden families.

Mrs. Schwennesen thanked everyone for the appreciation and gifts received. She also shared it is great to be a part of this wonderful community.

Mrs. Kritzman announced the Whitmore Lake Foundation for Education Excellence is hosting the upcoming Mom Prom and online auction fundraiser on February 3, 2024. She also shared MS Drama will perform their production of "Bad Auditions for Bad Actors" on February 2<sup>nd</sup> through February 4<sup>th</sup>. She then updated members on topics discussed at the Legislative Breakfast she attended the morning of January 22, 2024.

**ADJOURNMENT**

*Motion to adjourn the Regular Meeting at 7:57 p.m. made by Mrs. Kritzman; supported by Mr. Cole.*

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

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

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*Date*

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**Whitmore Lake Public Schools**  
**Business Office Transactions**

For the Month Ending:  
**January 31, 2024**

<u>Payroll Transactions</u>	January 12, 2024	\$ 278,924
	January 31, 2024	\$ 305,145
		<u>\$ 584,069</u>
 <u>Accounts Payable Transactions</u>		 <u>\$ 710,422</u>

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January 2024 Policy First Read

Updates 16.01 - 16.20

PLEASE NOTE: All updates are numbered individually (i.e., Update 16.01). Additions to policy or Admin. Regulations (AR) are shown underlined. Deletions are shown in ~~striketrough~~.

Here we go:

## **1000's - Bylaws**

### **Update 16.01, Policy 1001 - Organization and Functioning of the Board**

#### **Reimbursement of Expenses**

In addition to compensation for meeting attendance, Board members will be reimbursed for actual and necessary expenses incurred in the discharge of their official duties, as well as for attending Board approved activities and functions. Actual and necessary expenses are those that relate to functions that have been directed by, or are necessary to, the discharge of those duties. Board members are expected to exercise good judgment and ensure that expenditures incurred are reasonable, necessary, and in the best interest of the School District.

Concerns as to the reasonableness of an expense submitted for reimbursement will be presented by the Superintendent to the Board President. If the Board President believes the submitted reimbursement exceeds the bounds of reasonableness, the reimbursement of the expense will be submitted to the Board for approval before being paid. Board members will not be reimbursed for discretionary activities, entertainment expenses, purchasing alcoholic beverages, or expenses of spouses, other family members or guests accompanying Board members in discharging their official duties or performing authorized functions. The Board may approve reimbursement for other activities upon request.

~~Board members will not be reimbursed for entertainment expenses or the purchase of alcoholic beverages.~~

### **Update 16.02, Policy 1001 - Organization and Functioning of the Board**

#### **Indemnification**

~~-Without waiving governmental immunity, the~~ School District will indemnify the Board and individual Board members to the extent permitted by law. The School District will also purchase and keep in effect insurance policies for the defense and indemnification of the Board and individual Board members.

1st Read: **January 22, 2024**

2nd Read/Approved:

## 2000's - STUDENTS

### Update 16.03, Policy 2003 - Education Records

#### Directory Information

The Board designates the following student record information as directory Information:

- A student's name, address, and telephone number;
- A student's photograph;
- A student's birth date and place of birth;
- A student's participation in School District related programs and extracurricular activities;
- A student's academic awards and honors;
- A student's height and weight, if a member of an athletic team;
- A student's honors and awards; and
- A student's dates of attendance and date of graduation.

Such information may be released by the School District, upon request, unless a parent or adult student has made timely objection, in writing, in accordance with FERPA.

#### Limited Directory Information

The Board designates photographs, videos, or other media containing a student's image or likeness (student images) and District-issued student electronic mail addresses (email addresses) as Limited Use Directory Information. Limited Use Directory Information may only be used for the following:

- Publication in official District publications, on social media sites, or websites hosted or maintained by, on behalf of, or for the benefit of the District, including the District's internal email system;
- District officials who have access, consistent with FERPA, to such information in conjunction with a legitimate educational interest; and
- External parties contractually affiliated with the District if such affiliation requires sharing Limited Use Directory Information.

1st Read: **January 22, 2024**

2nd Read/Approved:

## Update 16.04, Policy 2005 - Communication

### Distribution and Posting of Materials

Posting and distributing of materials on School District ~~premises~~ property is prohibited, unless the materials are generated by the School District itself or provide factual information about School District's academic or extracurricular activities. All postings and materials ~~to be distributed~~ require prior written approval of the building administrator or his/her designee.

The Superintendent, in consultation with building administrators, may develop and implement regulations for the posting and distribution of other information. In all cases, the School District prohibits the posting or distribution of literature that violates [7008-AR/7000.08AR] or otherwise:

- Is libelous, defamatory, obscene, lewd, vulgar, or profane; Violates federal, state, or local laws;
- Advocates the use or availability of any substance or material that may reasonably be
- believed to constitute a direct and substantial danger to the health or welfare of students,
- such as ~~tobacco~~ smoking (including tobacco, vaping, marijuana), alcohol, or illegal drugs;
- Incites violence;
- Interferes with or advocates interference with the rights of any individual or the orderly
- operation of the schools and their programs;
- Is primarily of a commercial nature, including but not limited to material that primarily seeks
- to advertise products or services; or
- The primary purpose of which is fundraising, except as approved in advance by the
- Superintendent.

1st Read: **January 22, 2024**

2nd Read/Approved:



## 4000's - PERSONNEL

### Update 16.05, AR 4003 - Condition of Employment

#### **Omnibus Transportation Employees**

School District employees who operate commercial motor vehicles or who are required to hold a commercial driver's license (CDL) ~~in connection with their job duties as part of their District employment (Driver(s)) must be medically certified as physically qualified to do so and~~ are subject to the School District's alcohol and controlled substances testing program. Prospective employees for Driver positions ~~that require a CDL are subject must agree~~ to pre-employment testing and pre-employment query via the ~~National Drug and Alcohol Clearinghouse~~ Clearinghouse Federal Motor Carrier Safety Administration (FMCSA) National Drug and Alcohol Clearinghouse (Clearinghouse). For purposes of this part, "alcohol" and "controlled substances" are defined by 49 C.F.R. § 382.107. Unless excepted by law, no Driver may operate a school vehicle if their blood alcohol concentration is 0.04 or higher or if they are under the influence of a controlled substance. Drivers are subject to the other use restrictions set forth in 49 C.F.R. Part 382. The School District will select the vendor to provide drug and alcohol testing under this section. Self-administered tests do not meet the requirements of this procedure. Drivers should direct questions regarding this Regulation to the Transportation Supervisor.

Drivers who refuse to participate in the testing program will be dismissed or have their job offer revoked.

#### **Pre-Employment Testing and Query**

~~Alcohol and controlled substances testing is required prior to the first time a driver begins to~~ Prior to beginning work for the School District ~~in a position requiring a CDL. Prospective employees who have been offered employment in positions involving the operation of a commercial motor vehicle,~~ Drivers must submit verified, negative alcohol and controlled substance test results, which must have been taken within thirty days prior to hire or assignment. This requirement applies both to prospective new employees and current employees reassigned to ~~such~~ Driver positions ~~are subject to pre-employment testing.~~ Employment or promotion offers for ~~driver~~ Driver positions ~~will be~~ are conditioned ~~on completing~~ on a negative alcohol and controlled substances test ~~with negative~~ results.

~~A person hired by the School District for a position requiring a CDL, or newly assigned to a position requiring a CDL, will not be permitted to report for work unless he/she has received a verified negative controlled substances test result.~~

The School District may, at its discretion, choose not to require pre-employment controlled substances testing if the applicant has undergone drug testing for another employer or prospective employer within thirty days of hire or assignment. Any decision not to require testing will be made in strict compliance with FMCSA regulations.



Within fourteen days after the first time a Driver performs work required a CDL ("Drive," "Drives," or "Driving"), the School District must obtain and review any FMCSA-mandated positive alcohol tests with results of 0.04 or higher, controlled substance test, and/or refusal to test from any employer for which the Driver performed safety-sensitive functions in the previous two years. The School District will conduct a full pre employment query via the Clearinghouse for all prospective Drivers. As a condition of employment, prospective Drivers must provide the School District with a release for such information and, submit electronic consent through the Clearinghouse granting the School District access to their records.

### **Annual Query**

The School District must annually conduct a limited or full search of the Clearinghouse for each Driver as required by law. If, as part of its annual search, the District locates Driver records of which it was not aware, it must address the failure to report as appropriate with the relevant Driver.

### **Random Testing**

Throughout each twelve-month period, the School District will conduct random alcohol testing of at least 10% of the average number of Driver positions. The School District will conduct random controlled substances testing at an annual rate equal to at least 50% of the number of Driver positions. These required random testing rates are set by the FMCSA and are subject to change.

Drivers will be randomly selected for testing by a scientifically valid method so that each Driver will have an equal chance of being tested each time selections are made. Random tests will not be announced in advance and will be spaced throughout the calendar year.

Upon notification of being selected for random testing, Drivers must proceed immediately to the testing site. The School District will arrange for substitute employee Drivers so selected Drivers may attend the testing.

Drivers will only be randomly tested for the presence of alcohol immediately prior to Driving, when they are Driving or preparing to Drive, or immediately after Driving for the School District.

If a Driver who is selected for alcohol and/or controlled substances testing is absent from work on the day or time of the scheduled test, the School District may select another Driver for testing. If the Driver is absent when the testing selections are announced, but is expected to be available for testing during the current designated testing period, the School District may keep the original selection confidential until the Driver returns to duty.

### **Reasonable Suspicion Testing**

Drivers must submit to alcohol or controlled substances testing where a School District supervisor has reasonable suspicion that the Driver has violated alcohol or controlled substances prohibitions. Any employee may report suspicion of a violation; however only a School District supervisor or administrator who has received mandated training may make the



reasonable suspicion determination. The person making the reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the Driver. Reasonable suspicion for controlled substances use may also be based on indications of chronic and withdrawal effects of the controlled substances.

Within twenty-four hours of the observations or before the results of an alcohol or controlled substance reasonable suspicion test are released, whichever is earlier, the School District will record in writing the observations leading to the reasonable suspicion test, which record must be signed by the supervisor or School District administrator who made the observations.

The School District will remove the Driver from driving functions at least until the verified test results are reported or as specified below. All tests should be administered as soon as practicable in the particular circumstances.

### **Reasonable Suspicion Alcohol Testing**

Reasonable suspicion alcohol testing observations must be made during, just before, or just after the period of the work day in which the Driver is subject to alcohol prohibitions. Simply possessing alcohol is not enough to require reasonable suspicion testing. The test must be administered as soon as practicable following the observation, but no later than within eight hours of the observation. If a reasonable suspicion alcohol test cannot be administered within two hours following the observation, the District must create and maintain a record explaining why.

If reasonable suspicion exists, the Driver shall not drive for the School District until an alcohol test is administered and the Driver's blood alcohol concentration measures less than 0.02, or at least twenty-four hours have elapsed following the reasonable suspicion determination.

### **~~Reasonable Suspicion Controlled Substances Testing~~**

~~A driver will be required to submit to a controlled substances test when a School District supervisor or administrator has reasonable suspicion the driver has violated controlled substances prohibitions. The School District will remove the driver from driving functions at least until the verified test results are reported. The test should be administered as soon as practicable in the particular circumstances.~~

A Driver with a blood alcohol level equal to or greater than 0.02, but less than 0.04, may not return to duty until the start of the Driver's next regularly scheduled duty period, but not less than twenty-four hours from administration of the test.

### **Post-Accident Testing**

Unless excepted by law, where a commercial motor vehicle being operated for the School District is involved in an accident, the School District shall, as soon as practicable under the circumstances, test the following Drivers for alcohol and controlled substances; any Driver who



was driving, if the accident involved the loss of human life; any Driver who receives a citation for a moving traffic violation arising from the accident.

Immediately following an accident, the Driver must ~~contact his/her~~ inform their supervisor or a School District administrator of the accident. The Driver must remain available for testing. ~~This requirement should not be construed to require a delay of,~~ except that Drivers may leave the scene of an accident to seek necessary medical attention for injured persons ~~following an accident, to prohibit a driver from leaving the scene of an accident for the period necessary,~~ to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The School District must order the Driver to complete post-accident alcohol and controlled substances testing ~~will be conducted~~ as soon as reasonably possible under the circumstances. If an alcohol test is not administered within eight hours following the accident, or a controlled substances test is not administered within thirty-two hours following an accident, the School District will not continue to request or administer the test. In either instance, the School District will prepare and maintain a record of any reasons why a test is not administered within two hours of the accident.

~~The results of a breath~~ Breath or blood test results for alcohol use, or urine test results for controlled substances use that are administered by federal, state, and/or local officials having independent authority to conduct the test, ~~shall be considered to~~ meet the requirements of this procedure if the results are released to the School District.

#### **Return to Duty ~~and Follow-Up~~ Testing**

Any Driver who has tested positive for alcohol or controlled substances, or has otherwise violated this Regulation, ~~the driver~~ will be subject to testing before they may return to Driving for the School District. The Driver may be subject to additional testing after returning to duty.

#### **Return to Duty Testing**

~~A driver who has engaged in prohibited alcohol use must undergo a return to duty alcohol test indicating a breath alcohol concentration of less than 0.02 before returning to duty as a driver. A driver who has engaged in the use of prohibited controlled substances must undergo a return to duty controlled substances test with a verified negative result before returning to duty as a driver.~~

Before returning to duty, any Driver who has violated the alcohol use prohibition must have a verified test indicating a blood alcohol concentration of less than 0.02. A Driver who has violated the controlled substances prohibition must have a verified negative return to duty test result before returning to duty.

In order to return to Driving at the School District, and prior to taking any required return to-duty alcohol or controlled substance test, the Driver must be evaluated by a substance abuse professional ("SAP") and successfully participate in any prescribed assistance program. Before



the Driver may return to work, the School District must receive a written statement from the SAP that the employee has been evaluated and has complied with any prescribed rehabilitation ~~before the employee will be permitted~~. Notwithstanding this provision, and subject to any applicable Collective Bargaining Agreement, the School District is not required to return the Driver to work after they meet these requirements.

### **Follow Up Testing**

Following a determination by a SAP that Driver needs assistance resolving problems associated with alcohol misuse and/or controlled substances use, the School District will conduct unannounced follow-up alcohol and/or controlled substances testing of that Driver as directed by the SAP. The District shall conduct at least six unannounced tests during the first twelve months following the Driver's return to duty Driving. The District will conduct follow-up alcohol testing of Drivers only immediately prior to Driving, when they are Driving or preparing to Drive, or immediately after Driving for the School District ~~or immediately prior to or immediately after such activity~~. The District's random testing program and/or any cancelled tests may not be used to meet this requirement.

### **Refusal to Test**

As set forth by federal regulations and subject to any limitations therein, a Driver has refused to take a controlled substance or alcohol test if they: fail or decline to take an employer required test; fail to appear for any test within a reasonable time (as determined by the School District); fail to remain at the testing site until the testing process is complete (except for pre employment testing); fail to provide a specimen; fail to permit observation or monitoring of providing the specimen or fail to follow an observer's instructions; fail to provide a sufficient amount of specimen when directed; fail to undergo a medical examination or evaluation as part of insufficient specimen procedures; fail to cooperate with any part of the testing process; admit to the collector that they used an adulterated or substituted specimen. For alcohol tests, refusal to test also includes refusal to complete Step 2 on the alcohol test form (ATF).

### **Reporting Requirements**

The School District will report necessary Driver information to the Clearinghouse consistent with applicable laws.

### **Record Keeping**

If the School District ~~will retain~~ maintains a valid Clearinghouse registration, it is not required to maintain physical records of queries conducted and information received from the Clearinghouse ~~for three years~~. The School District shall maintain all other records relating to its alcohol misuse and controlled substance use prevention programs as required by state and federal law.

1st Read: **January 22, 2024**

2nd Read/Approved:



## Update 16.06, Policy 4003 Conditions of Employment

### Staffing, Layoff, and Recall of Teachers

This policy relates to all teachers working for the School District as defined by the Michigan Teachers' Tenure Act, MCL 38.71, et seq. As used in this policy, the term "personnel decision" refers to any situation where the School District is:

- ~~• Conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position;~~
- ~~• Conducting a recall from a staffing or program reduction; or~~
- ~~• Any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction, or any other personnel determination resulting in the elimination of a position.~~
- Filling a vacancy;
- Placing a teacher in a classroom;
- Conducting a staffing reduction;
- Conducting a program reduction, or;
- Any other decision resulting in the elimination of a position.

The Superintendent will adopt clear and transparent procedures for all personnel decisions governed by Section 1248 of the Revised School Code. When adopting such procedures, length of service shall not be the sole factor in personnel decisions, and may only be considered as a tiebreaker if a personnel decision involves 2 or more employees and all other factors distinguishing those employees from each other are equal.

All Personnel decisions must will be based on the following relevant factors, in order of priority including, but not limited to:

- ~~• Individual performance;~~
- ~~• Significant, relevant accomplishments and contributions, and~~
- ~~• Relevant special training.~~
- Effectiveness, as measured using the performance evaluation system required by law;
- The teacher's length of service in a grade level or subject area;
- The teacher's disciplinary record, and;
- Relevant special training, which may be based on completion of relevant training other than professional development or continuing education that is required by the School District or by law, and integration of that training into instruction in a meaningful way.

Subject to the limitations set forth herein through policy or regulation, the Superintendent has sole authority to determine teacher placement, the existence of a teacher vacancy, or to implement a personnel or program reduction.

~~The focus of personnel decisions will be the retention of effective teachers. Length of service or tenure status will not be a consideration unless the factors described above are found to be equal, and, then, only at the discretion of the Superintendent. No teacher who has received a rating of ineffective on his/her last year-end evaluation will be given any preference that would~~

~~result in that teacher being retained over a teacher who received a performance rating other than ineffective.~~

~~The Superintendent will develop and implement regulations or practices necessary to ensure implementation of this policy in accordance with Michigan law.~~

1st Read: **January 22, 2024**

2nd Read/Approved:

## Update 16.07, AR 4003.1 - Teacher Placement

### Definition

Teacher placement is the determination of the classroom teaching assignment for a teacher.

In order to be eligible for a teaching assignment, the teacher must be qualified for the teaching assignment, based on the criteria set by the Superintendent, and have the appropriate certification. In the absence of a qualified teacher with appropriate certification, the School District may consider the ability to obtain an appropriate permit.

Between qualified candidates, teacher placement will be based on the following criteria, in order:

- Teacher certification, including whether such teacher placement decision will result in a classroom section not having a certified teacher.
- The school schedule;
- The prior year effectiveness of teachers qualified for the assignment.
- The teacher's disciplinary record;
- The teacher's attendance record;
- Relevant special training, including completion of relevant training other than professional development or continued education that is required by the District or by state law, including the integration of that training into instruction in a meaningful way;
- The recency or relevance of a teacher's experience in a grade level or subject area
- The teacher's length of service in a grade level or subject area. Length of service in a grade level or subject area will be made up of two components:
  - Current length of service in the assignment, and;
  - Lifetime length of service in the assignment.

Teachers with no relevant special training, or service time with a particular teaching assignment are not qualified candidates for purposes of teacher placement and will only be considered for placement in the teaching assignment if there are no other qualified candidates.

1st Read: **January 22, 2024**

2nd Read/Approved:



## Update 16.08, AR 4003.2 - Teacher Vacancies

### Definition

A teacher vacancy does not exist unless all the following criteria are met:

- The position is subject to Section 1249 of the Revised School Code;
- The vacancy is posted by the School District in a manner which invites applicants.

A teacher vacancy may be created by the following, subject to approval by the Superintendent:

- Transfer of an internal teaching candidate to a vacant position;
- A leave of absence is extended beyond sixty school days;
- An unplanned resignation or departure occurs which will require a substitute for sixty or more school days;
- The addition of a new classroom section

No vacancy will be created when a position is first unfilled beginning in the second half of the school year, unless approved by the Superintendent.

The Superintendent may close any vacancy in their sole discretion at any time.

### Internal Candidates:

- The top qualified internal candidate, plus other internal candidates in the discretion of the Superintendent, will be provided an opportunity to interview for any vacancy

### Selection Process to Fill a Vacancy:

- The Superintendent's most highly rated and qualified candidate will be selected for any vacancy.
- In the event that an internal candidate is the most highly rated qualified candidate, before filling the vacancy with the internal candidate, the Superintendent shall consider the likelihood of filling any vacancy created by the selection of the internal candidate and the impact such vacancy will have on the instructional program. If the Superintendent determines the selection of the internal candidate will negatively impact the instructional program, the Superintendent may select the next most highly rated and qualified candidate.
- In the absence of a qualified candidate, the Superintendent may select a candidate who best demonstrates the following:
  - Ability to obtain temporary or alternative credentialing to be qualified for the position
  - Commitment to the profession of teaching
  - Commitment to the school community
  - Commitment to the student body

1st Read: **January 22, 2024**

2nd Read/Approved:

## Update 16.09, AR 4003.3 - Staffing Reductions

### Definition

A staffing reduction is the decision to eliminate curricular sections or positions that will result in a reduction in the hours worked (FTE) of one or more teachers.

The Superintendent has the sole authority to determine and conduct a staffing reduction. The Superintendent will conduct any staffing reduction based on the department and location, using following criteria, in order:

- The District shall reduce staff starting with the teacher with the lowest Effectiveness Rating and proceeding toward the teacher with the highest Effectiveness Rating in the department, unless such reduction will result in a classroom section not having a certified teacher.
- Teacher certification. In the absence of a teacher with appropriate certification, the School District may consider the ability to obtain an appropriate permit
- The teacher's disciplinary record;
- The teacher's attendance record;
- Relevant special training, including completion of relevant training other than professional development or continued education that is required by the District or by state law, including the integration of that training into instruction in a meaningful way;
- The teacher's length of service in a grade level or subject area. The School District will only consider a teacher's continuous and current length of service in a grade level or subject area.

Teachers with no relevant special training, or service time with a particular teaching assignment are not qualified candidates for purposes of a staffing reduction and will only be considered for such placement if there are no other qualified candidates.

1st Read: **January 22, 2024**

2nd Read/Approved:

## **Update 16.10, AR 4003.4 - Program Reductions**

### **Definition**

A program reduction is the decision to eliminate curricular courses or courses of study.

The Superintendent has the sole authority to determine and conduct a program reduction.

Program reductions will be carried out in the following manner:

- Upon the decision to implement a program reduction, the Superintendent will review impacted staff and evaluate whether they are qualified, as defined by the Teacher Placement Procedure. Teachers with an effectiveness rating of effective or highly effective will displace others in another School District program with a rating other than effective or highly effective.

1st Read: **January 22, 2024**

2nd Read/Approved:



## Update 16.11, AR 4003.5 - Recall Process

### Definition

A recall is when teachers that are placed on layoff become eligible to return to work at the School District.

The right to recall expires three years after the layoff becomes effective. Only teachers on layoff that are qualified for a vacancy are eligible for recall.

The right to recall is different based on the teacher's most recent evaluation rating.

- Effective or Highly Effective: Teacher will be offered the opportunity to return to a vacancy for which they are qualified
- Minimally Effective or Developing: Teacher will be offered the opportunity to interview for a vacancy for which they are qualified
- Ineffective or Needing Support: Teacher will be notified of a vacancy for which they are qualified and the teacher may submit application materials for consideration by the Superintendent or designee

Eligibility for recall will be determined based on the following criteria, in order:

- The teacher with the highest evaluation rating will be eligible first, proceeding to the lowest evaluation rating
- If two teachers are being considered and share the same evaluation rating, then the Superintendent must compare the potential individuals using each of the elements of the standards as set out below, subject to Section 1248 of the Revised School Code. Only when all elements within one level are equal and the candidates cannot be differentiated should the Superintendent or his/her designee move to the next level.
  - The teacher's disciplinary record;
  - The teacher's attendance record;
  - Relevant special training, including completion of relevant training other than professional development or continued education that is required by the District or by state law, including the integration of that training into instruction in a meaningful way;
  - The teacher's length of service in the grade level or subject area where the vacancy exists.

1st Read: **January 22, 2024**

2nd Read/Approved:

## Update 16.12, Policy 4004 - Evaluations, Discipline and Discharge, Resignations

### Performance Evaluations

All teachers and administrators can improve their performance and should strive for excellence in order to provide the best possible education for the students of the School District. To that end, the School District will use a rigorous, transparent, and fair evaluation system for all teachers and administrators. This system will comply with Michigan law and include annual year-end evaluations for all teachers and administrators, unless otherwise permitted by Michigan law. The Superintendent will provide inter-rater reliability training for all evaluators as required by law.

The evaluation system is intended to be used to improve the performance of all teachers and administrators and encourage professional growth. The system will be used, at a minimum, to inform decisions on the effectiveness and development of teachers, and to grant tenure or full certification, and to remove ineffective tenured and untenured teachers. ~~The system is also intended to result in the separation from employment of those teachers and administrators who, after notice and an opportunity to improve, are found to continue to be ineffective.~~ The Superintendent will develop and implement any legally-compliant administrative regulations necessary to put this policy into effect with the involvement of teachers and school administrators. The regulations will use legally-compliant criteria to deem teachers and administrators unevaluated.

The Superintendent is authorized to promulgate regulations based on changes of the law governing evaluations.

### Ineffective Teachers

Teachers will receive ratings ~~pursuant to the School District's evaluation policy and administrative regulations~~ as prescribed by law. Any teacher rated ~~ineffective~~ less than effective on a year-end evaluation will be placed on an individualized development plan (IDP). That teacher will be evaluated mid-year during the next school year, in addition to receiving a year-end evaluation. If the teacher continues to be found ~~ineffective~~ less than effective ~~after a second year~~ for three consecutive years, the School District will act to discharge the teacher, either through termination (if probationary) or the filing of tenure charges (if tenured), unless special circumstances are found to exist.

1st Read: **January 22, 2024**

2nd Read/Approved:



## **Update 16.13, AR 4004 - Evaluations, Discipline and Discharge, Resignations**

### **Evaluations**

Effective July 1, 2024, the evaluation tools for both administrators and teachers will be reclassified to have three ratings: effective, developing, and needing support. Student growth components for both administrators and teachers will be calculated based on the requirements of the Revised School Code. Any disputes regarding evaluations will be subject to the dispute process in Section 1249 of the Revised School Code.

### **Administrators**

The Superintendent will evaluate administrators annually using the School Advance tool. Beginning in the 2024-2025 school year, for the first three years a school administrator is in a new administrative position, the Superintendent will assign a mentor to the school administrator. The Superintendent will, for each year the administrator is evaluated, conduct a midyear progress report.

### **Teachers**

Building principals will evaluate teachers annually using the Danielson tool. All teacher evaluations require at least two observations and at least one observation will be unscheduled. Any midyear progress meetings conducted by Administrators will review relevant student achievement data. The evaluation system will rate teachers with ratings as required by Section 1249 of the Revised School Code. Administrators will provide written feedback to teachers as required by law.

Beginning in the 2024-2025 school year, classroom observations must be for a minimum of fifteen minutes, but need not be an entire class period. One observation will be unscheduled. Building principals will meet with teachers following observations and provide written observation feedback within thirty (30) days of the observation.

### **Employees Whose Evaluations are Not Governed by Section 1249 of the Revised School Code**

The Superintendent will determine the manner in which such employees are evaluated.

1st Read: **January 22, 2024**

2nd Read/Approved:

## **Update 16.14, Policy 4005 - Other Matters of Employment**

### **Whistleblower Protection**

Employees are expected to report suspected unlawful activity in the School District. They shall not be subject to ~~without fear of~~ retaliation for such reporting. The Superintendent will develop regulations to inform employees of the protections and obligations that exist under the Michigan Whistleblowers' Protection Act, MCL 15.361, et seq. The regulations will include a procedure for reporting alleged violations.

1st Read: **January 22, 2024**

2nd Read/Approved:

## **6000's Facilities and Operations**

### **Update 16.15, Policy 6002 - Threat Assessment**

#### **Threat Assessment and Suicide Intervention**

The Superintendent will develop a threat assessment and suicide intervention protocol aimed at addressing situations which may pose a threat to the health, safety, and welfare of themselves or the school community. The goal of the threat assessment and suicide intervention process is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to any student or staff member being assessed.

1st Read: **January 22, 2024**

2nd Read/Approved:



## Update 16.16, AR 6002 - Threat Assessments

### Threat Assessment and Suicide Intervention

Policy 6002 provides for the development of a threat assessment and suicide intervention protocol intended to assist school staff in responding the situations that arise in the operation of the school which pose a threat to the health, safety, and welfare of the school community. This administrative regulation is intended to outline that protocol and the expectations of staff.

1. The Superintendent shall establish, for each school, a threat assessment and suicide intervention team, for the assessment of and intervention with individuals whose behavior may pose a threat to themselves or the safety of school staff or students.
2. The Superintendent shall develop or acquire a threat assessment and suicide intervention tool or form to guide threat assessment and suicide intervention which is consistent with the U.S. Secret Service and Department of Homeland Security's "Enhancing School Safety Using a Threat Assessment Model."
3. A threat assessment team may serve one or more schools as determined by the Superintendent.
4. Each team shall include persons with expertise in school administration, counseling, instruction, and law enforcement and, in the case of any school in which a school resource officer is employed, at least one such school resource officer. The team may include persons with other areas of expertise. Members of the threat assessment and suicide intervention team will be provided training in the use of any threat assessment tool.
5. Each team shall:
  - a. Provide guidance and training to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self, including training that a student's communication or behaviors might suggest either that an individual may cause physical harm or presents a potential threatening situation and that the threat assessment and suicide intervention team must inquire about the student's access to weapons with the student and when contacting the parent;
  - b. Identify one or two members of the threat assessment and suicide intervention team who can, if necessary, operate or use any video surveillance system, and obtain training for that team member if necessary;
  - c. Identify one or two members of the threat assessment and suicide intervention team who can, if necessary because of the volume of threat assessments, filter reports of concerning conduct with authority to elevate concerns to the full threat assessment and suicide intervention team for review;
  - d. Identify members of the school community to whom threatening behavior should be reported; and
  - e. Recommend school board policies for the assessment of and intervention with individuals whose behavior poses a threat to the safety of school staff or students.

6. The Superintendent may establish a committee charged with oversight of the threat assessment [and suicide intervention](#) team(s). An existing committee may be designated to assume the oversight responsibility. Any such committee established for oversight of the threat assessment team(s) shall include individuals with expertise in human resources, education, school administration, mental health, and law enforcement.
7. All school division employees, volunteers, and contractors are required to report any expressed threat(s) or behavior(s) that may represent a threat to the community, school, or self.
8. In cases where determined to be appropriate, teams shall follow established procedures for referrals to community services boards or health care providers for evaluation or treatment.
9. Regardless of threat assessment activities, disciplinary action and referral to law enforcement are to occur as required by school board policy and Michigan law.
10. Upon a preliminary determination that a student poses a threat of violence or physical harm to self or others, the threat assessment team shall immediately report its determination to the Superintendent. The Superintendent shall immediately attempt to notify the student's parent or legal guardian.
11. Nothing in this regulation shall preclude school division personnel from acting immediately to address an imminent threat.
12. Nothing in this policy regulation preclude the threat assessment [and suicide intervention](#) team from notifying the Superintendent of any individual (other than a student) who poses a threat of violence or physical harm to self or others.
13. Upon a preliminary determination by the threat assessment [and suicide intervention](#) team that an individual poses a threat of violence to self or others, exhibits significantly disruptive behavior, or has a need for assistance, members of the threat assessment and suicide intervention team may request and obtain criminal history record information (of adults and juveniles) and health records.
14. Unless required by law, no member of a threat assessment [and suicide intervention](#) team shall re-disclose any criminal history record information or health information obtained pursuant to this section or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.
15. The threat assessment [and suicide intervention](#) team may not maintain the criminal history record printed from the system access terminal, nor may they make copies of it.
16. Juvenile delinquency or criminal history information may not be placed in a student's central educational/scholastic record unless the school is taking disciplinary action related to the incidents. School staff (including members of the threat assessment team) with a legitimate educational interest may store information about such incidents in records they maintain that are separate from the student's educational/scholastic record.

1st Read: **January 22, 2024**

2nd Read/Approved:



Update 16.17, Policy 6006 - ~~Substance Tobacco~~-Free Environment

~~Substance Tobacco~~-Free Environment

The use of all alcohol, tobacco products, and controlled drugs on School District property or during on any school-sponsored activity is prohibited. This includes, but is not limited to, use of electronic cigarettes, vaporizers ("vapes"), marijuana etc.. For purposes of this policy, "School District property" includes all school buildings, areas adjacent to school buildings, athletic fields, pupil transportation vehicles, and parking lots. This prohibition applies to students, employees, and visitors to the school or school campus and applies regardless of whether school is in session. The term "tobacco" includes any kind of lighted pipe, cigar, cigarette, any other lighted smoking materials, chewing products, and snuff. "Electronic Cigarettes" and "Vaporizers" means any device that simulates smoking any type of product, regardless of whether they are manufactured, distributed, marketed, or sold as e-cigarettes, or under any product name or descriptor.

1st Read: **January 22, 2024**

2nd Read/Approved:

## **8000's General Policies**

### **Update 16.18, Policy 8001 - Acceptable Use**

#### **Artificial Intelligence**

The Superintendent may develop administrative regulations governing the use of generative artificial intelligence, large language models, or other similar technology. Administrative regulations may consider data privacy, training, acceptable use, and student use of such technology.

### **Update 16.19, AR 8001 - Acceptable Use**

#### **Artificial intelligence**

The School District's Director of Technology will be responsible for overseeing the ongoing review of Artificial Intelligence tools. The School District will comply with industry-standard data protection when engaging with any contractor which will use school district data. The use of all tools is subject to the terms of the District's Acceptable Use Agreement, and student use of such tools is subject to the terms of the Student Code of Conduct.

The School District's Director of Technology will provide appropriate training to staff in the use of large language models and generative artificial intelligence. Training will provide guidance on the risks of using AI tools and acceptable uses.

1st Read: **January 22, 2024**

2nd Read/Approved:

## **Update 16.20, Policy 8002 - Americans with Disabilities Act (ADA) Section 504 of the Rehabilitation Act of 1973**

In accordance with Section 504 of the Rehabilitation Act of 1973 (Section 504), and Title II of the Americans with Disabilities Act (ADA), the School District will ensure that no otherwise qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination. The School District does not discriminate in admission or access to, participation in, or treatment of students with disabilities in its programs and activities. Similarly, the School District does not discriminate against any job applicant or employee with a disability in any term or condition of employment or in the recruitment process.

The District has developed guidelines for providing a free appropriate public education (FAPE) to students under Section 504 and the ADA, which may be accessed by clicking on the following link: [www.wlps.net](http://www.wlps.net)

The Superintendent appoints: Denise Kerrigan, Director of Finance and Operations to serve as the School District's Compliance Officer for employment issues arising under Section 504 and the ADA; and, Melissa Heuker, Director of Student Services, to serve as the School District's Compliance Officer for FAPE and other accessibility issues arising under Section 504 and the ADA. The Superintendent will develop a complaint procedure for the processing and early disposition of alleged violations of the policy.

~~As it relates to the presence of service animals on School District property, such~~ Service Animals ~~will be~~ are ~~permitted~~ allowed on School District property to the extent required or permitted by law. For any requests to have non-service animals on school grounds, the Superintendent shall develop administrative regulations for the review and approval of such requests. Emotional support animals are not considered Service Animals for purposes of this policy. This policy applies to employees, students, volunteers, and visitors.

1st Read: **January 22, 2024**

2nd Read/Approved:

4

## **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, a Michigan public high school, with its principal place of business in 7430 Whitmore Lake Rd., Whitmore Lake, MI. 48189.
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**II. TERM**

The initial term for the provision of the Services (the "Initial Term") will begin on **August 5<sup>th</sup>, 2024** (the "Effective Date") and end on **June 13<sup>th</sup>, 2025**, 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.

**III. SERVICES.** University Staff shall provide the following allied health care 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. 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. Provide coverage for all away varsity football contests (if applicable).
- h. Administer first aid and acute treatment.
- i. Maintain inventory records; order equipment and supplies as needed based on school budgets.
- j. Upon request, facilitate learning opportunities for students interested in the field of athletic training.
- k. Serve as liaison between school administration, coaches, athletes, and parents.
- l. Alpha weigh-in monitoring for wrestling
- m. Upon request, 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. University Staff 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 **880** hours (average of 20 hours per week) of Services will be provided to Whitmore Lake high school 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 **\$26,395**. 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.

##### 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:

1. 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  
January 31, 2024**

<b>Revenue</b>	<b>Actual</b>	<b>Adopted Budget</b>	<b>Remaining Budget</b>	<b>% Used/Rec'd</b>
Fund 11 - General Fund Revenue	\$5,289,028	\$14,390,733	\$9,101,705	36.75%
Fund 23 - Comm Rec Revenue	\$396,002	\$569,000	\$172,998	69.60%
Fund 25 - Food Service Revenue	\$280,875	\$407,500	\$126,625	68.93%

<b>Expenditures</b>	<b>Actual</b>	<b>Adopted Budget</b>	<b>Remaining Budget</b>	<b>% Used/Rec'd</b>
Fund 11 - General Fund Expenditure	\$7,883,075	\$14,170,488	\$6,287,413	55.63%
Fund 23 - Comm Rec Expenditure	\$268,535	\$444,000	\$175,465	60.48%
Fund 25 - Food Service Expenditure	\$295,332	\$431,200	\$135,868	68.49%

**Audited Fund Balance 6-30-2023**

Fund 11 - General Fund	\$885,318
State Aid Note	\$1,898,640
Fund 23 - Community Recreation	\$237,568
Fund 25 - Food Service	\$124,453