



BOARD OF EDUCATION

Regular Meeting and Budget Hearing

June 11, 2018 — 7:00 p.m.

Whitmore Lake High School Media Center



WHITMORE LAKE PUBLIC SCHOOLS BOARD OF EDUCATION

Mission Statement

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

REGULAR MEETING

Monday, June 11, 2018 – 7:00 p.m.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

BOARD OF EDUCATION ROLL CALL

APPROVAL OF AGENDA

BUDGET HEARING

The Proposed Budget recommendations for the 2018 – 2019 school year will be reviewed. Adoption at the June 25, 2018 regular meeting will be recommended. (**Attachment 1**)

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

A representative from student council will present the report.

CONSENT ITEMS

Approval of minutes from the May 14, 2018 Board of Education Regular Meeting. (**Attachment 2**)

Approve fund transfer of \$226,840 in payments from Accounts Payable as per attachment 2; further, to approve the transfer of \$466,898 from Accounts Payable to cover the payrolls of May 15, 2018, and May 31, 2018. (**Attachment 3**)

COMMITTEE REPORTS

NEW BUSINESS

MHSAA Resolution

Motion to adopt the Michigan High School Athletic Association Resolution for the year August 1, 2018 through July 31, 2019. Roll call vote required. (**Attachment 4**)

Motion to approve the 2018 – 2019 Athletic Training Management Agreement with MedSport, a Program of the Regents of the University of Michigan. (**Attachment 5**)

SUPERINTENDENT’S REPORT

HS Band and PE Credit Proposal

Mr. DeKeyser will share a proposal to modify the WLHS Handbook and Course Guide to allow for 2 semesters of marching band to count for .5 credits of PE.

Facilities Update

Superintendent DeKeyser, will share a “timeline of activities” planned for the summer projects scheduled utilizing Sinking Fund dollars.

ANNOUNCEMENTS

The next Regular Meeting of the Board of Education will be held on Monday, June 25, 2018 at 6:00 p.m. in the High School Media Center.

There will be another Regular Meeting on Monday, July 23, 2018, at 6:00 p.m. in the District Office Conference Room.

CALL TO THE PUBLIC

BOARD MEMBER REPORTS

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

CLOSED SESSION

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

ADJOURNMENT

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

0000 – BYLAWS

0160 - MEETINGS

0167.3 – Public Participation at Board Meetings

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

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

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

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

Revised 9/27/2010

Use of Recording Devices

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

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

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

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Whitmore Lake Public Schools

**2017-2018
Final Budget Summary**

**2018-2019
Original Budget Summary**

To Be Presented for First Reading and Public Hearing
June 11, 2018

To be Presented for Adoption
June 25, 2018

Whitmore Lake Public Schools

General Fund

BUDGET SUMMARY

	2017-18 AMENDED BUDGET	2017-18 FINAL BUDGET	2018-19 ORIGINAL BUDGET
Revenues and Other Sources	10,201,878	10,258,838	10,147,126
Expenditures and Other Uses	10,364,988	10,632,520	10,144,524
Excess (Shortfall) of Revenues over Expenditures	(163,110)	(373,682)	2,602
Fund Balance - Beginning of Year	1,025,166	1,025,166	651,484
Proceeds From Capital Lease			
Transfer Out - Food Service			
Fund Balance - End of Year	862,056	651,484	654,086
Total Fund Balance as a Percent of Revenue	8.4%	6.4%	6.4%

WHITMORE LAKE PUBLIC SCHOOLS

General Fund

Revenues and Operating Transfers

Property Type	Taxable Values	Estimated Tax Revenues
PRE & Qual Agricultural	\$ 222,958,971	\$ -
Commercial Personal	\$ 6,018,800	\$ 36,113
Non-PRE	\$ 111,504,664	\$ 2,007,084
Total Taxable Value	\$ 340,482,435	\$ 2,043,197

Non-PRE Levy:	18.0000	Mills	
Commercial Personal Levy:	6.0000	Mills	
Sinking Fund:	0.9909	Mills	\$ 331,420.02
Fund Balance			\$ 331,923.00
			\$ 663,343.02

	2017-18 AMENDED BUDGET	2017-18 FINAL BUDGET	2018-19 ORIGINAL BUDGET
LOCAL REVENUE:			
Property Taxes	2,049,849	2,019,801	2,043,197
Delinq/PILT Tax Collections	30,000	20,000	30,000
Interest on Investments	10,000	11,500	10,000
Kids Club, Tuition Presch	102,000	88,000	102,000
Billboards & Facility Rental	226,500	230,500	368,000
Athletics	95,860	85,000	85,000
Other Local	115,000	80,000	100,000
TOTAL LOCAL REVENUE	\$ 2,629,209	\$ 2,534,801	\$ 2,738,197
STATE REVENUE:			
Proposal A	1,615,396	1,670,200	1,480,834
Special Ed. Headlee	523,941	558,939	558,939
Discretionary	2,097,409	2,106,603	2,179,703
At Risk - Section 31A	240,861	240,326	240,326
Computer Adaptive Test		2,931	
Early Literacy Targeted Instruction	12,180	12,180	12,180
Assessments State	0	1,163	1,163
First Robotics Grant	400	3,800	3,800
Vocational Education	11,269	11,269	11,269
Data Collection Headlee Oblig.	21,272	19,960	19,960
High School Pupil Supports		6,665	6,665
Hold Harmless Guarantee	6,500	7,024	7,024
MPSERS Cost Offset	76,864	76,864	76,864
MPSERS Normal Cost Offset	33,842	33,842	0
MPSERS One Time Deposit	125,015	125,015	0
MPSERS REFORMS - DC		4,714	0
MPSERS UAAL Rate Stabilization	663,927	663,927	663,927
Prior Year State Aid Adjustments	5,025	29,761	15,000
TOTAL STATE REVENUE	5,433,901	5,575,185	5,277,654
FEDERAL REVENUE:			
Funded Grants	660,073	668,930	658,283
TOTAL FEDERAL REVENUE	660,073	668,930	658,283
OTHER REVENUE:			
County Special Education PA-18	\$ 1,192,380	\$ 1,198,879	\$ 1,179,879
Medicaid Proceeds	73,483	73,483	73,483
WISD Misc; GSRP	154,537	154,537	141,335
Services Provided To/By Other LEAs	58,295	53,023	78,295
TOTAL OTHER REVENUE	\$ 1,478,695	\$ 1,479,922	\$ 1,472,992
TOTAL REVENUES	\$ 10,201,878	\$ 10,258,838	\$ 10,147,126

WHITMORE LAKE PUBLIC SCHOOLS

General Fund

Expenditures and Operating Transfers

	Function	2017-18 AMENDED BUDGET	2017-18 FINAL BUDGET	2018-19 ORIGINAL BUDGET
1111	Elementary	1,919,839	2,012,918	1,859,928
1113	High School	2,124,109	2,184,483	2,001,131
1118	Pre-School	354,031	366,748	328,379
	Total Basic Programs	4,397,979	4,564,149	4,189,438
1122	Special Education	533,950	540,500	575,934
1125	Compensatory Education	145,498	129,480	150,955
1127	Career & Technical Education	141,382	145,625	142,010
	Total Added Needs	820,830	815,605	868,899
	Total Instruction	5,218,809	5,379,754	5,058,337
1212	Guidance	146,228	144,426	135,755
1213	Health	85,256	93,185	92,413
1214	Psychology	20,000	16,350	20,000
1215	Speech	212,862	226,690	211,359
1216	Social Workers	162,621	167,210	161,367
1218	Teacher Consultants	727,050	755,088	783,378
	Total Pupil Support	1,354,017	1,402,949	1,404,272
	Total Instruction and Pupil Support	6,572,826	6,782,703	6,462,609
1221	Improvement of Instruction	311,612	325,988	278,935
1222	Media Services	42,112	42,964	42,112
1226	Supervision of Instructional Staff	139,119	142,732	169,935
1227	Academic Student Assessment	32,689	31,990	7,227
	Total Instructional Staff Services	525,532	543,674	498,209
1231	Board of Education	108,750	105,341	80,000
1232	Executive Administration	213,474	226,300	213,474
	Total General Administration	322,224	331,641	293,474
1241	Office of the Principal	486,390	539,395	494,270
1249	Other School Administration	1,500	0	1,500
	Total School Administration	487,890	539,395	495,770
1252	Fiscal Services	311,753	319,162	308,563
1259	Other Business Services	79,000	91,575	79,000
	Total Business Services	390,753	410,737	387,563
1261	Operating Buildings Services	903,142	892,098	869,577
1266	Safety and Security	7,500	5,800	7,500
	Total Operations and Maintenance	910,642	897,898	877,077
1271	Pupil Transportation	525,953	566,397	539,174
	Total Pupil Transportation	525,953	566,397	539,174
1282	Communications	107,198	111,203	106,922
1283	Personnel	14,200	12,800	12,800
1284	Technology Services	171,598	127,469	135,586
1285	Pupil Accounting	2,700	2,200	2,700
	Total Central Support Services	295,696	253,672	258,008
1293	Support Service-Athletics	259,225	230,310	254,346
	Total Support Service-Athletics	259,225	230,310	254,346
1351	Custody & Care of Children	39,583	39,975	45,550
1371	Non-Public School Pupils	22,114	21,693	21,693
1391	Community Services	12,550	14,425	11,051
	Total Community Activities	74,247	76,093	78,294
	Total Expenditures and Operating Transfers	10,364,988	10,632,520	10,144,524

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Whitmore Lake Public Schools
BOARD OF EDUCATION
Regular Meeting Minutes
May 14, 2018 – High School Media Center – 7:00 p.m.

MEMBERS PRESENT

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

MEMBERS ABSENT

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Finance & Operations, Denise Kerrigan, Elementary Principal and ECC Director, Sue Wanamaker, Director of Student Services, Melissa Heuker, Director of Instruction, Jill Henry, Athletic Director, Brad McCormack, High School Dean of Students, Linda Lupi, and Community Relations & Recreation Director, Maria Carter-Ewald

OTHERS PRESENT

Staff, parents and members of the community

CALL TO ORDER

At 7:00 p.m. by President Ken Dignan.

APPROVAL OF AGENDA

Motion to approve the agenda as amended made by Mrs. Schwennesen; supported by Mr. Cole.
Ayes – 7; Nays – 0, motion carried

SPECIAL PRESENTATION

Mr. DeKeyser introduced Mr. McCormack who presented TCC Lifetime Sports Passes to Bill Wagner and Brad Tanner for their outstanding dedication to Whitmore Lake programs.

SPECIAL PRESENTATION

The High School Robotics Team shared their 2018 highlights and presented a demonstration of their robot. The Team also presented a check for \$858.95 earned during fundraising events to WLPS to support STEM education.

SPECIAL PRESENTATION

Jay Bennett of Michigan Association of School Boards shared data compiled during the Strategic Planning process. He also presented the Board with a 5 year Strategic Plan that includes a vision and mission statement.

Mr. DeKeyser suggested to add a motion to the agenda to move forward with proposed plan presented by Mr. Bennett. Board members thanked Mr. Bennett for helping with the process.

Motion to adopt the Mission, Vision, Beliefs and Goals presented as the Strategic Plan Summary 2018–2023 was made by Mr. Dignan; supported by Mrs. McCully.
Ayes – 7; Nays – 0, motion carried

CALL TO THE PUBLIC

None

STUDENT COUNCIL

Student Council Representative, Karolyn Wagner, shared that she recently attended The Brightest & Best sponsored by WXYZ and will be attending MSU in the fall. She also shared Student Council recognized the staff with a luncheon during staff appreciation week.

CONSENT ITEMS

Motion to approve the minutes from the April 14, 2018 Board of Education Strategic Planning Workshop, the April 23, 2018 Regular Meeting, and the April 23, 2018 Finance Committee Meeting was made by Mrs. McCully; supported by Mrs. Schwennesen.
Ayes – 7; Nays – 0, motion carried 7 – 0

Motion to approve fund transfer of \$228,233 in payments from Accounts Payable; further, to approve the transfer of \$401,286 from Accounts Payable to cover the payrolls of April 13, 2018 and April 30, 2018 made by Mrs. McCully; supported by Mrs. Schwennesen.
Ayes – 7; Nays – 0, motion carried 7 – 0

OLD BUSINESS

Student Discipline Policy

Superintendent DeKeyser presented Thrun Law Firm policy on Student Discipline for a second reading. He also shared there are some grammatical changes that will be updated by Thrun Law Firm before posting. Mr. Dignan noted that this would replace all 5600 NEOLA policies regarding student discipline.

Motion to approve the Thrun Law Firm Student Discipline policy with the grammatical changes that will be made in the future made by Mr. Henry; supported by Mrs. McCully.
Ayes – 7; Nays – 0, motion carried 7 - 0

NEW BUSINESS

WISD Budget Resolution

Motion to approve the resolution to support the WISD Budget for 2018-2019 with instruction to the Superintendent to include a letter addressing Act 18 funding to the WISD Board made by Mr. Cole; supported by Mr. Henry.

Board members shared concerns regarding no changes have been made to the formula that is used to distribute special education funding to the districts. Mr. Dignan also shared concerns regarding the WISD 2018-2019 Budget requiring fund balance spending.

Roll Call Vote:

Mrs. Schwennesen – yes, Mr. Henry – yes, Mrs. Kritzman – yes, Mrs. McCully – yes, Mr. Meadows – yes, Mr. Dignan – yes, Mr. Cole – yes
Ayes – 7; Nays – 0, motion carried 7 - 0

Sinking Fund Millage Proposal

Motion to approve the resolution authorizing the submission of the Millage Proposal, Building and Site Sinking Fund Tax Levy as prepared by Thrun Law Firm made by Mrs. Schwennesen; supported by Mr. Cole.

Roll Call Vote:

Mr. Henry – yes, Mrs. Kritzman – yes, Mrs. McCully – yes, Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Cole – yes, Mr. Dignan – yes
Ayes – 7; Nays – 0, motion carried 7 – 0

Livingston Classical Academy

Motion to approve the resolution authorizing Livingston Classical Academy to change their authorization from a 6E (Cyber) to a 6A (Charter) school was made by Mrs. McCully; supported by Mrs. Kritzman.

Roll Call Vote:

Mrs. Kritzman – yes, Mrs. McCully – yes, Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Cole – yes, Mr. Dignan – yes, Mr. Henry – yes
Ayes – 7; Nays – 0, motion carried 7 – 0

Athletic Co-operative Program

Motion to approve an athletic co-operative program between WLPS and Livingston Classical Academy at the middle school (6,7,8) and junior varsity levels for the 2018-19 and 2019-20 school years was made by Mr. Henry; supported by Mr. Cole.

Mr. Henry inquired if MHSAA will need to approve this too. Mr. McCormack replied yes; he has informed them of the proposed co-operative program. Mr. DeKeyser shared all districts in the Tri-County Conference

will be voting on this in May. It will require 7 of the 8 districts in the TCC to support the change.

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

SUPERINTENDENT’S REPORT

Mr. DeKeyser shared the following:

- 1) Plans to implement a cross country course on the high school property. Mr. McCormack shared by adding a course WLPS could host TCC meets as well as the Larry Steeb Invitational.

Laura inquired on the cost associated with incorporating a cross country course. Mr. McCormack remarked the cost would be very minimal. There are several people volunteering their time and up to 500 yards of dirt needed to create the hill for the course has also been donated.

- 2) Pat Sailer, HS Administrative Assistant is retiring at the end of this school year. We will be posting for replacement. There will also be a posting for a behavior specialist who would be working off sight through an agreement with our WISD.

OTHER INFORMATION

The Board acknowledged the items of other information.

ANNOUNCEMENTS

The Senior Award Night will be held on Thursday, May 24, 2018 at 7:00 p.m. in the High School Theater.

The High School Graduation will be held on Sunday, June 3, 2018 at 2:00 p.m. in the High School Gym.

A Board of Education Finance Committee Meeting will be held on Monday, June 11, 2018 at 6:00 p.m. (meeting time may be changed to 5:30 p.m. if needed) in the High School Counseling Office Conference Room.

The next Regular Meeting of the Board of Education will be held on Monday, June 11, 2018 at 7:00 p.m. in the High School Media Center.

CALL TO THE PUBLIC

None

BOARD MEMBER REPORTS

Mrs. Schwennesen shared a plan to move forward with fundraising for the sinking fund proposal. The goal is to send out postcards and place signs in yards. Anyone who is interested in helping out please contact her.

Mrs. Kritzman shared she went to Mackinaw Island with the HS band this past weekend. There is Blood Drive at the HS on May 22, 2018, and a 5th-12th grade Band Concert on Thursday, May 17, 2018.

Mr. Dignan shared him and his wife are sponsoring this Monday’s match day for the ES playground fundraiser.

ADJOURNMENT

Motion to adjourn the Regular Meeting at 8:28 p.m. made by Mrs. Schwennesen; supported by Mr. Meadows.
Ayes - 7; Nays - 0, motion carried 7 - 0.

*Michelle L. Kritzman, Secretary, Board of Education
Whitmore Lake Public Schools*

Date

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Whitmore Lake Public Schools
Business Office Transactions

For the Month Ending:
May 31, 2018

<u>Payroll Transactions</u>	May 15, 2018	\$	246,266
	May 31, 2018	\$	220,632
		\$	<u>466,898</u>

<u>Accounts Payable Transactions</u>		\$	<u>226,840</u>
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The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. **It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.**

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

MEMBERSHIP RESOLUTION

For the year August 1, 2018 — through July 31, 2019

LIST ON BACK

_____ the School(s) which are under the direction of this Board of Education/Governing Body.

(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2018-19 must be listed on the back of this form)

Whitmore Lake Public Schools

City of Whitmore Lake

County of Washtenaw, of State of Michigan, are hereby:

- (A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and
- (B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current *HANDBOOK* as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2018 and shall remain effective until July 31, 2019, during which the authorization may not be revoked.

RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

_____ School(s), on the _____ day of _____, 2018,
and is so recorded in the minutes of the meeting of the said Board/Governing Body.

(Governing Body Name)

(Address)

(City & Zip Code)

(Contact E-mail)

Board Secretary Signature
or Designee

☐ Check if Designee

Schools Which Are To Be MHSAA Members During 2018-19

NOTE: Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades 6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

- A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th grade students.
- B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.

Member High School(s) (if any)

List separately from JH/MS even if all grades are housed in the same building.

1. Whitmore Lake High School
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

If necessary, list additional schools for either column on a separate sheet.

Member Junior High /Middle School(s) (if any)

List separately from HS even if all grades are housed in the same building.

*If the 6th graders are in a separate building, and participating with the 7th and 8th graders, the 6th grade school building must be listed as an MHSAA member school.

1. Whitmore Lake Middle School

Name of Junior High/Middle School

Configuration of grades in school (e.g. K-6, 6-8, 7-8, 7-9): 7-8

Provide anticipated 2018-19 7th- and 8th-Grade Enrollment: 115

Provide anticipated 2018-19 6th-Grade Enrollment: _____

- **Yes or No** (circle one) 6th-grade students will be participating in one or more sports for the above school
- **Yes or No** (circle one) *6th-graders are housed in the same building as 7th- and 8th-graders
- **Yes or No** (circle one) 6th-graders will be participating, in at least one sport, with 7th- and 8th-graders

2. _____

Name of Junior High/Middle School

Configuration of grades in school (e.g. K-6, 6-8, 7-8, 7-9): _____

Provide anticipated 2018-19 7th- and 8th-Grade Enrollment: _____

Provide anticipated 2018-19 6th-Grade Enrollment: _____

- **Yes or No** (circle one) 6th-grade students will be participating in one or more sports for the above school
- **Yes or No** (circle one) *6th-graders are housed in the same building as 7th- and 8th-graders
- **Yes or No** (circle one) 6th-graders will be participating, in at least one sport, with 7th- and 8th-graders

3. _____

Name of Junior High/Middle School

Configuration of grades in school (e.g. K-6, 6-8, 7-8, 7-9): _____

Provide anticipated 2018-19 7th- and 8th-Grade Enrollment: _____

Provide anticipated 2018-19 6th-Grade Enrollment: _____

- **Yes or No** (circle one) 6th-grade students will be participating in one or more sports for the above school
- **Yes or No** (circle one) *6th-graders are housed in the same building as 7th- and 8th-graders
- **Yes or No** (circle one) 6th-graders will be participating, in at least one sport, with 7th- and 8th-graders

5



SPORTS MEDICINE PROGRAM

MEDSPORT

UNIVERSITY OF MICHIGAN HEALTH SYSTEM

2018-2019 Athletic Training Management Agreement

Between

**MedSport, a Program of
The Regents of the University of Michigan**

**and
Whitmore Lake
High School**

Purpose

The Regents of the University of Michigan, on behalf of its MedSport Sports Medicine Program ("MedSport"), submits for acceptance to the Whitmore Lake High School Athletic Department (the "School") this Athletic Training Management Agreement ("Agreement"). MedSport will be the sole operator of athletic training services for student athletes within the School's athletic program.

Management Overview

Areas of management responsibilities to be assumed by MedSport:

Staffing and Athletic Training Services

MedSport will assume responsibility for recruitment, employment, and management of a certified licensed athletic trainer (the "Athletic Trainer"). He/she will provide athletic training services at the School as described in greater detail in Exhibit A ("Athletic Training Services"). The Athletic Trainer will not act as a physician, but only as an allied health professional, trained in the areas of prevention, recognition, initial treatment, and rehabilitation of injuries caused during physical activity or athletics. A certified athletic trainer is not a physician and neither qualified nor able to assess any cardiovascular or other physiological issues that are in the realm of a physician's area of expertise.

Scope

MedSport will provide 100% of the Athletic Training Services to the School's athletic teams. The Athletic Trainer and School's Athletic Director will collectively develop a plan regarding practice coverage, event coverage and location during these practices and events for all sports teams. The Athletic Trainer will make referral decisions based on extent of each injury. The Athletic Trainer, coaches, and parents (if a minor) will be notified (if possible) regarding extent of injury and referral decisions. In the event of an emergency, the Athletic Trainer will make the final determination regarding referral based on the extent of each injury.

Confidentiality

The parties acknowledge and agree that the federal Family Education Rights and Privacy Act ("FERPA"), and not the Health Insurance Portability and Accountability Act ("HIPAA"), governs the privacy of records created under this Agreement. All personal information reviewed or created regarding students by MedSport in the course of providing Athletic Trainer Services under this Agreement will be kept in strict confidence and will not be released without the written permission of the athlete or athlete's parents or guardian, if the athlete is a minor, or as otherwise permitted or required by law. The Athletic Trainer shall not be requested or required to release such personal information to a coach, athletic director, other School representative, media, or any third party without the necessary written permission. Nothing in this Agreement shall be deemed to preclude MedSport from exercising appropriate oversight over the Athletic Trainer's services. Athletic Trainer may disclose any information received from School or any Athlete to MedSport for this purpose.

Emergency Procedures

MedSport will assist the School's athletic department in the development of emergency procedures. In the event of a medical emergency, the individual will be transported to the University of Michigan Hospitals and Health Centers (Emergency Department) or the nearest appropriate facility via community emergency ambulance service. The Athletic Trainer will use an AED in the event it is appropriate as per established emergency protocols.

School Responsibilities

The School's responsibilities in connection with this Agreement include:

Payment

The detailed financial arrangement between the parties is attached as Exhibit B.

Supplies

The School's athletic department will purchase, at the School's sole cost and expense, all supplies and equipment needed by MedSport personnel except for an Automated External Defibrillator, which will be purchased, maintained and used exclusively by MedSport.

Releases

The School will secure all necessary consents, authorizations and other releases to permit MedSport to provide athletic training services to the School's athletes and to release the University of Michigan from any liability in connection with the athlete's participation in sports and related activities. MedSport assumes in providing services to

School and its athletes that School has secured all such necessary consents, authorizations and releases. To secure appropriate parent/guardian consent for provision of health care services to students under age eighteen (18) when parents are not immediately available, School may use the form available at <http://www.med.umich.edu/1libr/pa/TemporaryConsentMedicalTreatment.pdf>. School acknowledges that Michigan law prohibits use of such a form for more than six (6) months; accordingly, School will secure appropriate parent/guardian consent at least once every six (6) months for students receiving Athletic Training Services throughout the year.

Records

The School acknowledges that MedSport will maintain its records of the Athletic Training Services separately from the medical records of any students who seek medical services on-site at MedSport. Each party will maintain all records of services provided by MedSport, 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").

General Requirements

The following general requirements apply to both parties to this Agreement:

Insurance

The University of Michigan Health System ("UMHS") will bill for services rendered on-site at the University of Michigan Health System to those receiving care within UMHS. Any charges not reimbursed by insurance will be submitted to the parent or guardian of a participating student, as applicable, who in turn will be responsible for payment. The School agrees to have an insurance policy in effect throughout the term of this Agreement as a secondary policy so that all services rendered by MedSport or UMHS in connection with this Agreement will be guaranteed for payment.

Liability Insurance

Each party agrees to maintain commercial general liability insurance, including contractual liability, with limits not less than \$1 million per occurrence and \$3 million annual aggregate and incidental medical malpractice insurance with limits not less than \$1 million per occurrence and \$3 million annual aggregate (if providing any medical treatment). Each party agrees to provide evidence of such insurance or self-insurance upon request and to provide the other with 30 days prior written notice of any reduction in stated limits or cancellation of such insurance.

Further, in the event of any loss or damage or potential of such arising out of this Agreement, each party agrees to notify the other as soon as possible and to cooperate with the other in the investigation and/or settlement of such occurrence.

Indemnification

To the extent permitted by law, each party agrees to indemnify, defend, and hold the other harmless from any claims, expenses, or damages that result from the negligent acts or omissions of employees, contractors, agents, or other representatives of the indemnifying party in connection with this Agreement. Neither party shall be liable to the other for any claims, damages, or expenses incurred as a result of the negligent acts or omissions of the other or the other's employees, contractors, agents, or other representatives. The indemnifying party shall keep the other party reasonably apprised of the continuing status of the claim, including any proceeding from it, and shall permit the other party, at its expenses, to participate in the defense of the claim and any settlement discussions. When a claim is resolved by the indemnifying party's payment of money, the indemnifying party shall have final authority regarding defense and settlement.

Term

The term of the Agreement is for the period beginning August 6, 2018 and ending June 14, 2019. The Service Fee described in Exhibit B is payable in four installments. The billing dates will be October 31, 2018, December 31, 2018, February 5, 2019, and May 2, 2019. At least 30 days prior to the expiration of the contract, MedSport and the School will enter into discussion regarding renewal.

Use of Names and Marks

Neither party may use the other's name, marks, or identity without the other's prior written consent.

Independent Contractors

The parties are independent contractors and there is no joint venture, partnership, employment relationship, or other such relationship intended or created by this Agreement. The Agreement does not and shall not be construed to establish any rights or benefits in any third parties including any students or their families.

Termination

Either party may cancel this Agreement by providing thirty (30) days' notice to the other party.

Entire Agreement

This Agreement and its Exhibits constitute the entire understanding between the parties with respect to its subject matter and may not be amended except by an agreement signed by authorized individuals from both parties. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

Choice of Law and Forum

This Agreement shall 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 must be brought in the Michigan Court of Claims. The School, on behalf of itself and its successors and assigns, consents to the jurisdiction of Washtenaw County Circuit Court of the State of Michigan with respect to any claims arising under this Agreement.

Binding Agreement

This Agreement becomes binding when signed by authorized representatives of both parties. Each individual signing below represents and warrants that he or she is an authorized representative of his or her respective institution.

SCHOOL: Whitmore Lake High School

**REGENTS OF THE UNIVERSITY
OF MICHIGAN**

BY: _____

NAME (PRINTED): _____

Marschall S. Runge, M.D., Ph.D

TITLE: _____

Executive V.P. for Medical Affairs
Dean, University of Michigan Medical School

DATE: _____

EXHIBIT A

Athletic Training Services

- Evaluate, manage and treat athletic-related injuries and conditions.
- Refer individuals to physicians as appropriate.
- Apply strapping, bandaging, or bracing designed to prevent or protect athletes against injury.
- Design and implement rehabilitation, conditioning and weight-training programs
- Develop an emergency action and AED plan.
- Provide coverage for on-site school practices and events while working within the amount of hours per the school contract.
- Provide coverage for all away varsity football contests (if applicable).
- Administer first aid and acute treatment.
- Maintain inventory records; order equipment and supplies as needed based on school budgets.
- Facilitate learning opportunities for students interested in the field of athletic training.
- Serve as liaison between school administration, coaches, athletes and parents.
- Alpha weigh-in monitoring for wrestling
- Instruct nutrition class for wrestling and other program and assist in development of diet and meal plans for athletes
- Provide pre-participation concussion testing for student-athletes *
- Provide CPR training for coaches.

EXHIBIT B

Whitmore Lake High School Financials

- Services provided to **Whitmore Lake** High School for 43 weeks from **August 6, 2018** to **June 14, 2019**
- Total hours at Whitmore Lake = 880
- Average hours per week = 21.5
- Cost to Whitmore Lake High School = \$21,855