



BOARD OF EDUCATION

Regular Meeting and Budget Hearing

June 10, 2019 — 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 10, 2019 – 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 2019 – 2020 school year will be reviewed. Adoption at the June 24, 2019 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

Alaina Di Dio will present the student council report.

COMMITTEE REPORTS

CONSENT ITEMS

Approval of minutes from the May 13, 2019 Board of Education Special Meeting, the May 13, 2019 Regular Meeting, the May 13, 2019 closed session (to be handed out at the meeting), the May 28, 2019 BOE Executive Committee Meeting, and the June 6, 2019 Finance Committee Meeting. (**Attachment 2**)

Approve fund transfer of \$400,620 in payments from Accounts Payable as per attachment 2; further, to approve the transfer of \$444,814 from Accounts Payable to cover the payrolls of May 15, 2019, and May 31, 2019. (**Attachment 3**)

NEW BUSINESS

MHSAA Resolution

Motion to adopt the Michigan High School Athletic Association Resolution for the year August 1, 2019 through July 31, 2020. Roll call vote required. (**Attachment 4**)

2019-20 Athletic Training Contract

Motion to approve the 2019 – 2020 Athletic Training Management Agreement with MedSport, a Program of the Regents of the University of Michigan. (**Attachment 5**)

2019-20 Contracted Services Contract

Motion to approve the 2019 - 2020 Server Maintenance and Network Infrastructure Support Services with Washtenaw Intermediate School District. (**Attachment 6**)

Financial Report

Attachment 7 contains the Budget Performance Report for May 31, 2019. Director of Finance & Operations, Denise Kerrigan will update the Board with information regarding the financial report.

SUPERINTENDENT’S REPORT

OTHER INFORMATION

Personnel

Early Childhood Teacher, Jane Hill, High School Paraprofessional, Su Theibert, and Food Service Director, Diane Tomakowski, submitted their letters of resignation. They will retire at the end of the 2018-19 school year. (**Attachment 8**)

High School Paraprofessional, Nick Livingston has submitted his letter of resignation with an effective date of June 14, 2019.

High School Award

Attachment 9 contains the College Board’s Female Diversity Award for AP Computer Science issued to Whitmore Lake High School.

ANNOUNCEMENTS

The next Regular Meeting of the Board of Education will be held on Monday, June 24, 2019 at 6:00 p.m. in the High School Media Center.

There will be another Regular Meeting on Monday, July 22, 2019, at 6:00 p.m. in the Administration Office Superintendent Conference Room.

CALL TO THE PUBLIC

BOARD MEMBER REPORTS

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

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

2019-2020 Original Budget Summary

To Be Presented for First Reading and Public Hearing
June 10, 2019

To be Presented for Adoption
June 24, 2019

Whitmore Lake Public Schools

General Fund

BUDGET SUMMARY

	2018-19 ORIGINAL BUDGET	2018-19 FINAL BUDGET	2019-20 ORIGINAL BUDGET
Revenues and Other Sources	10,114,647	10,248,965	10,005,829
Expenditures and Other Uses	10,103,024	10,241,107	10,015,267
Excess (Shortfall) of Revenues over Expenditures	11,623	7,858	(9,438)
Fund Balance - Beginning of Year	638,418	638,418	607,276
Transfer Out - Food Service		(39,000)	
Fund Balance - End of Year	650,041	607,276	597,838
Total Fund Balance as a Percent of Revenue	6.4%	5.9%	6.0%

WHITMORE LAKE PUBLIC SCHOOLS

General Fund

Revenues and Operating Transfers

Property Type	Taxable Values	Estimated Tax Revenues
PRE & Qual Agricultural	\$ 233,620,827	\$ -
Commercial Personal	\$ 5,699,500	\$ 34,197
Non-PRE	\$ 112,549,893	\$ 2,025,898
Total Taxable Value	\$ 351,870,220	\$ 2,060,095

Non-PRE Levy:	18.0000 Mills
Commercial Personal Levy:	6.0000 Mills

	2018-19 ORIGINAL BUDGET	2018-19 FINAL BUDGET	2019-20 ORIGINAL BUDGET
LOCAL REVENUE:			
Property Taxes	2,043,197	2,030,095	2,030,095
Delinq/PILT Tax Collections	30,000	10,000	10,000
Interest on Investments	10,000	28,000	28,000
Kids Club, Tuition Presch	102,000	108,000	108,000
Billboards & Facility Rental	368,000	402,000	402,000
Athletics	85,000	70,000	70,000
Other Local	100,000	100,000	100,000
TOTAL LOCAL REVENUE	\$ 2,738,197	\$ 2,748,095	\$ 2,748,095
STATE REVENUE:			
Proposal A	1,480,834	1,465,295	1,342,902
Special Ed. Headlee	558,939	576,056	558,939
Discretionary	2,179,703	2,209,577	2,233,099
At Risk - Section 31A	240,326	240,211	240,211
Computer Adaptive Test	0	4,794	4,794
CTE Per Pupil Incentive	0	5,375	5,375
Early Literacy Targeted Instruction	12,180	11,389	11,389
Financial Analytic Tools	1,163	1,681	1,681
First Robotics Grant	3,800	4,300	4,300
Vocational Education	11,269	14,735	14,735
Data Collection Headlee Oblig.	19,960	19,073	19,073
High School Pupil Supports	6,665	6,407	6,407
Hold Harmless Guarantee	7,024	6,647	6,647
MPERS Cost Offset	76,864	75,082	75,082
MPERS Normal Cost Offset	0	59,363	59,363
MPERS One Time Deposit	0	0	0
MPERS REFORMS - DC	0	8,081	0
MPERS UAAL Rate Stabilization	663,927	695,451	695,451
Prior Year State Aid Adjustments	15,000	33,527	15,000
TOTAL STATE REVENUE	5,277,654	5,437,044	5,294,448
FEDERAL REVENUE:			
Funded Grants	658,283	627,453	627,453
TOTAL FEDERAL REVENUE	658,283	627,453	627,453
OTHER REVENUE:			
County Special Education PA-18	\$ 1,133,695	\$ 1,073,077	\$ 984,187
Medicaid Proceeds	73,483	86,650	75,000
WISD Misc; GSRP	141,335	104,380	104,380
Services Provided To/By Other LEAs	92,000	172,266	172,266
TOTAL OTHER REVENUE	\$ 1,440,513	\$ 1,436,373	\$ 1,335,833
TOTAL REVENUES	\$ 10,114,647	\$ 10,248,965	\$ 10,005,829

WHITMORE LAKE PUBLIC SCHOOLS

General Fund

Expenditures and Operating Transfers

	Function	2018-19 ORIGINAL BUDGET	2018-19 FINAL BUDGET	2019-20 ORIGINAL BUDGET
1111	Elementary	1,849,928	1,811,013	1,745,053
1113	High School	1,991,131	2,074,743	1,904,429
1118	Pre-School	328,379	290,135	290,135
	Total Basic Programs	4,169,438	4,175,891	3,939,617
1122	Special Education	570,934	553,556	537,995
1125	Compensatory Education	149,955	138,821	151,126
1127	Career & Technical Education	142,010	128,078	103,635
	Total Added Needs	862,899	820,455	792,756
	Total Instruction	5,032,337	4,996,346	4,732,373
1212	Guidance	135,755	121,456	123,256
1213	Health	92,413	90,589	92,331
1214	Psychology	20,000	20,000	20,000
1215	Speech	211,359	219,188	208,896
1216	Social Workers	161,367	133,988	146,560
1218	Teacher Consultants	783,378	801,490	805,701
1219	Other Pupil Support	0	55,887	36,780
	Total Pupil Support	1,404,272	1,442,598	1,433,524
	Total Instruction and Pupil Support	6,436,609	6,438,944	6,165,897
1221	Improvement of Instruction	278,935	273,775	280,927
1222	Media Services	42,112	44,719	44,725
1226	Supervision of Instructional Staff	169,935	140,152	141,878
1227	Academic Student Assessment	7,227	30,966	28,020
	Total Instructional Staff Services	498,209	489,612	495,550
1231	Board of Education	80,000	80,797	89,978
1232	Executive Administration	213,474	193,857	214,375
	Total General Administration	293,474	274,654	304,353
1241	Office of the Principal	494,270	513,993	512,059
1249	Other School Administration	1,000	825	825
	Total School Administration	495,270	514,818	512,884
1252	Fiscal Services	308,563	314,750	320,128
1259	Other Business Services	69,000	66,600	66,600
	Total Business Services	377,563	381,350	386,728
1261	Operating Buildings Services	869,577	853,816	847,770
1266	Safety and Security	7,500	18,500	5,500
	Total Operations and Maintenance	877,077	872,316	853,270
1271	Pupil Transportation	539,174	606,598	626,725
	Total Pupil Transportation	539,174	606,598	626,725
1282	Communications	106,922	96,353	97,833
1283	Personnel	12,800	12,825	14,225
1284	Technology Services	135,586	157,699	162,950
1285	Pupil Accounting	2,700	25,551	36,035
	Total Central Support Services	258,008	292,428	311,043
1293	Support Service-Athletics	254,346	266,985	262,465
	Total Support Service-Athletics	254,346	266,985	262,465
1331	Community Activities	0	9,300	9,300
1351	Custody & Care of Children	40,550	53,697	53,710
1371	Non-Public School Pupils	21,693	15,230	13,967
1391	Community Services	11,051	25,175	19,375
	Total Community Activities	73,294	103,402	96,352
	Total Expenditures	10,103,024	10,241,107	10,015,267

WHITMORE LAKE PUBLIC SCHOOLS

Sinking Fund Revenues and Expenditures

Property Type	Taxable Values	Estimated Tax Revenues
PRE & Qual Agricultural	\$ 244,802,386	\$ 241,155
Commercial Personal	\$ 5,699,500	\$ -
Non-PRE	\$ 110,660,456	\$ 109,012
Total Taxable Value	<u>\$ 361,162,342</u>	<u>\$ 350,166</u>

PRE and Non-PRE Levy: 0.9851 Mills

	2018-19 ORIGINAL BUDGET	2018-19 FINAL BUDGET	2019-20 ORIGINAL BUDGET
Revenues:			
Property Taxes	\$ 330,316	\$ 330,316	\$ 330,316
Rebates	\$ -	\$ -	\$ -
Interest	\$ 500	\$ 500	\$ 500
Total Revenues	<u>\$ 330,816</u>	<u>\$ 330,816</u>	<u>\$ 330,816</u>
Expenditures:			
Management Fee	\$ 13,309	\$ 13,717	\$ -
Contracted Services	\$ 305,120	\$ 386,938	\$ 270,500
Advertisement	\$ 500	\$ -	\$ -
Dues & Fees	\$ 500	\$ 250	\$ 250
Total Expenditures	<u>\$ 319,429</u>	<u>\$ 400,905</u>	<u>\$ 270,750</u>
Excess (shortage) of Revs over (under) Exps	\$ 11,387	\$ (70,089)	\$ 60,066
Fund Balance - Beginning of Year	\$ 328,843	\$ 328,843	\$ 270,141
Fund Balance - End of Year	<u>\$ 340,230</u>	<u>\$ 270,141</u>	<u>\$ 330,207</u>

WHITMORE LAKE PUBLIC SCHOOLS

Community Recreation Fund

Revenues and Expenditures

Property Type	Taxable Values	Estimated Tax Revenues
PRE & Qual Agricultural	\$ 244,802,386	\$ 141,887
Commercial Personal	\$ 5,699,500	\$ -
Non-PRE	\$ 110,660,456	\$ 64,139
Total Taxable Value	<u>\$ 361,162,342</u>	<u>\$ 206,026</u>

PRE and Non-PRE Levy: 0.5796 Mills

	2018-19 ORIGINAL BUDGET	2018-19 FINAL BUDGET	2019-20 ORIGINAL BUDGET
Revenues:			
Property Taxes	\$ 197,367	\$ 220,190	\$ 210,000
Community Recreation Programs	40,000	26,000	28,000
Community Recreation Facility Rentals	0	0	0
Aquatic Programs	70,000	80,000	88,000
Aquatic Facility Rentals	10,000	4,000	5,000
Interest on Investments	20	58	58
Total Revenues	<u>\$ 317,387</u>	<u>\$ 330,248</u>	<u>\$ 331,058</u>
Expenditures:			
Community Recreation			
Salaries & Benefits	\$ 67,000	\$ 60,000	\$ 60,000
Contracted Services	9,000	8,400	8,400
Supplies	3,500	3,500	3,500
Advertisement	1,500	1,200	1,200
Dues & Fees	350	250	250
Total Community Education	<u>\$ 81,350</u>	<u>\$ 73,350</u>	<u>\$ 73,350</u>
Aquatic			
Salaries & Benefits	\$ 73,000	\$ 80,000	\$ 75,000
Contracted Services	1,000	2,800	2,800
Utilities	155,000	163,000	163,000
Equipment and Supplies	5,000	9,400	9,400
Capital Outlay	0	0	0
Dues & Fees	500	625	625
Total Pool	<u>\$ 234,500</u>	<u>\$ 255,825</u>	<u>\$ 250,825</u>
Total Expenditures	<u>\$ 315,850</u>	<u>\$ 329,175</u>	<u>\$ 324,175</u>
Excess (Shortage) of Revs over (under) Exps	\$ 1,537	\$ 1,073	\$ 6,883
Fund Balance - Beginning of Year	<u>\$ 10,023</u>	<u>\$ 10,023</u>	<u>\$ 11,096</u>
Fund Balance - End of Year	<u>\$ 11,560</u>	<u>\$ 11,096</u>	<u>\$ 17,979</u>

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Whitmore Lake Public Schools

BOARD OF EDUCATION

Special Meeting Minutes

May 13, 2019 – High School Media Center – 6:50 p.m.

MEMBERS PRESENT

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

MEMBERS ABSENT

Ken Dignan (*Trustee*)

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Finance & Operations, Denise Kerrigan, Elementary Principal and ECC Director, Sue Wanamaker, Director of Student Services, Melissa Heuker, and Director of Instruction, Jill Henry

OTHERS PRESENT

Staff, parents and members of the community

CALL TO ORDER

At 6:50 p.m. by President Laura Schwennesen.

APPROVAL OF AGENDA

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

Ayes – 6; Nays – 0, motion carried

CALL TO THE PUBLIC

None

NEW BUSINESS

*WISD Board Election and
Resolution to Consider*

Motion to consider a resolution to designate an electoral representative to serve on the 2019 electoral body responsible for electing members of the Washtenaw Intermediate School District Board of Education made by Mrs. Schwennesen; supported by Mrs. Kritzman.

Superintendent DeKeyser shared that there will be a resolution presented at the May 13, 2019 Regular meeting for the board to designate a delegate to serve on the 2019 electoral body to elect members to the WISD Board of Education. Mr. Cole volunteered to be the delegate and Mrs. Kritzman volunteered to be the alternate representative.

Roll call vote: Mr. Henry – yes, Mrs. Kritzman – yes, Mrs. McCully – yes, Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Cole – yes

Ayes – 6; Nays – 0, motion carried 6 - 0

ANNOUNCEMENTS

The next Regular Meeting of the Board of Education will be held on Monday, May 13, 2019 at 7:00 p.m. in the High School Media Center.

CALL TO THE PUBLIC

None

ADJOURNMENT

Motion to adjourn the Special Meeting at 6:55 p.m. made by Mr. Henry; supported by Mrs. McCully.

Ayes - 6; Nays - 0, motion carried 6 - 0.

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

Date



Whitmore Lake Public Schools
BOARD OF EDUCATION
Regular Meeting Minutes
May 13, 2019 – High School Media Center – 7:00 p.m.

MEMBERS PRESENT

Laura Schwennesen (*President*), John Meadows (*Vice President*), Michelle Kritzman (*Treasurer*), Lisa McCully (*Secretary*), Lee Cole (*Trustee*), Ken Dignan (*Trustee*) arrived at 7:04 p.m., and Bob Henry (*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, 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 Laura Schwennesen.

APPROVAL OF AGENDA

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

Ayes – 6; Nays – 0, motion carried

CALL TO THE PUBLIC

None

STUDENT COUNCIL

Student Council Representative, Alaina Di Dio was unable to attend. Representative, Jordan Craven shared events planned for Spring Fling week. She also shared Student Council recognized the staff with a luncheon during staff appreciation week.

COMMITTEE REPORTS

Mr. Meadows shared the Finance Committee met on April 15, 2019. Topics included the Food Service Budget, 2019 – 2020 Budget Assumptions, and the Community Recreational Millage. Mrs. Schwennesen shared the Executive Committee met on April 29, 2019. The Executive Committee Meeting minutes are included in the board book.

CONSENT ITEMS

Motion to approve the minutes from the April 8, 2019 Board of Education Regular Meeting, the April 8, 2019 closed session, the April 15, 2019 Finance Committee Meeting, and the April 29, 2019 Executive Committee Meeting was made by Mrs. Schwennesen; supported by Mr. Henry.

Ayes – 6; Nays – 0, motion carried 6 – 0

Motion to approve fund transfer of \$436,945 in payments from Accounts Payable; further, to approve the transfer of \$413,960 from Accounts Payable to cover the payrolls of April 15, 2019 and April 30, 2019 made by Mrs. Schwennesen; supported by Mr. Henry.

Ayes – 6; Nays – 0, motion carried 6 – 0

OLD BUSINESS

WISD Biennial Election Resolution

Motion to approve the WISD Biennial Election resolution; further, the Board designates Trustee, Lee Cole, as its representative and Secretary, Michelle Kritzman as its alternate representative to serve on the 2019 electoral body responsible for electing Members to the WISD Board of Education and directs

*the representative to vote for candidates Diane Hockett and Mary Jane Tramontin on the first ballot taken at the June 3, 2019 election meeting made by Mrs. Schwennesen; supported by Mr. Meadows.
Roll Call vote: Mr. Dignan – yes, Mr. Henry – yes, Mrs. Kritzman – yes, Mrs. McCully – yes, Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Cole – yes.
Ayes – 7; Nays – 0*

NEW BUSINESS

WISD Budget Resolution

Motion to approve the resolution to support the WISD Budget for 2019-2020 made by Mrs. Schwennesen; supported by Mr. Meadows.

Superintendent DeKeyser summarized the WISD Budget for 2019-2020 with Board members. He shared that both the General Fund and the Special Education budgets have increased in accordance with property taxes, and federal grants received.

Roll Call Vote:

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

Community Recreation Millage

*Motion to approve the resolution authorizing the submission of the Millage Proposal to Provide Funds to Operate a System of Public Recreation as prepared by Thrun Law Firm made by Mr. Dignan; supported by Mr. Meadows. Roll Call Vote required: 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*

2020 Mackinac Island Trip Proposal

Motion to approve the 3rd and 4th grade overnight trip to Mackinac Island, MI on May 13, 2020 submitted by Elementary School Teacher Carolyn Otterman made by Mr. Meadows; supported by Dignan.

Mrs. Wanamaker shared this trip is scheduled every other year. Mrs. Kritzman shared Bob Rogers Travel offers two (2) scholarships to help students who are unable to pay.

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

2021 Europe Trip Proposal

*Motion to approve proposal for a WLHS overnight Trip submitted by Jill Henry, Director of Instruction, and Candy Huddleston, High School Teacher, for a spring break trip in 2021, for 10 days, to Europe made by Mr. Dignan; supported by Mr. Cole.
Ayes – 7; Nays – 0, motion carried 7 - 0*

Athletic Co-operative Program

Motion to consider a resolution to approve a varsity athletic co-operative Ice Hockey program with Ann Arbor Huron High School and Milan High School during the 2019-20 and the 2020-21 school years as amended made by Mr. Cole; supported by Mrs. McCully.

Superintendent DeKeyser, shared with the Board there is minimal cost to WLPS. This would be for grade levels 9 – 12 and would be for 2 years. Mrs. Kerrigan shared this is considered a winter sport.

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

Mrs. Kerrigan updated the Board with information regarding the financial report.

SUPERINTENDENT'S REPORT

Mr. DeKeyser shared the following:

1. Thanked Board members for recognizing staff members during staff appreciation week with a yogurt truck. He also thanked Elementary Staff for their work with 'Girls on the Run', and Junior Class Sponsor, Jen Taylor for an event-free and safe prom.
2. Early Childhood Speech and Language Pathologist, Nancy Magnani has submitted her letter of retirement with an effective date of June 30, 2019. He also thanked her for all her years of service at WLPS.
3. Band students in grades 5th – 12th will have a concert this Thursday, May 16, 2019.
4. Sinking Fund Update – Summer projects include replacing server switches and classroom technology upgrades.

OTHER INFORMATION

The Board acknowledged the items of other information

ANNOUNCEMENTS

The Senior Award Night will be held on Thursday, May 23, 2019 at 7:00 p.m. in the High School Theater.

The High School Graduation will be held on Sunday, June 2, 2019 at 2:00 p.m. in the High School Gym.

The next Regular Meeting of the Board of Education will be held on Monday, June 10, 2019 at 7:00 p.m. in the High School Media Center.

CALL TO THE PUBLIC

High School Wrestling Team Assistant Coach, Joe Kurth shared his concerns with adding another winter sport to the program.

BOARD MEMBER REPORTS

Mrs. Kritzman shared WLFEE raised \$3,608.00 during their Zumbathon and Silent Auction fundraiser held on May 11, 2019.

Mrs. Schwennesen thanked staff and administration on behalf of the Board for their hard work and support to our students. She also shared a design submitted by Natalie Meadows was chosen to be placed on the Fourth of July T-shirts.

CLOSED SESSION

Motion to adjourn into closed session meeting at 8:00 p.m. (with a 5 minute break) to discuss contract negotiations was made by Mr. Dignan; supported by Mr. Cole. Roll call vote required. Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Cole – yes, Mr. Dignan – yes, Mr. Henry – yes, Mrs. Kritzman – yes, Mrs. McCully – yes.

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

Call to Order

Open session called to order at 8:42 p.m. by President Laura Schwennesen

ADJOURNMENT

Motion to adjourn the Regular Meeting at 8:42 p.m. made by Mr. Dignan; supported by Mr. Cole.

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

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

Date



WHITMORE LAKE PUBLIC SCHOOLS

8845 Main St., Whitmore Lake, MI 48189 phone: 734.449.4464 fax: 734.449.5336

www.wlps.net

Exceptional, Personalized Education

Whitmore Lake Board of Education Executive Committee Meeting

Tuesday, May 28, 2019

6:00 p.m.

Whitmore Lake Public Schools Administration Office
Superintendent Conference Room

MINUTES

- I. Call to order at 6:07 p.m.
Present: Tom DeKeyser, Maria Carter-Ewald, Lee Cole, Laura Schwennesen, Ken Dignan
- II. Business
 - Community Recreation millage marketing
 - Discussed the informational campaign the district is preparing to rollout in June. Post cards with voting encouragement, dates, and key facts were discussed at length
 - Discussed the opportunity for residents to ask questions. The use of social media and Q and A sessions were shared.
 - Superintendent contract review
 - Discussed the creation of a cover page to the superintendent contract which identifies annual evaluation information and language modifications.
 - Discussion removing the superintendent from the 1.5% administrative compensation package.
 - Strategic plan update
 - An infographic is being prepared to allow BOE and stakeholders to see how we have addressed the plan to date.
 - Feedback from the committee was given to Mr. DeKeyser and Mrs. Carter-Ewald who will update the committee when changes are completed.
- III. Informational Items
 - Next Executive Committee Meeting TBD
- IV. Call to the Public - None
- V. Adjournment at 8:15 p.m.



WHITMORE LAKE PUBLIC SCHOOLS

8845 Main St., Whitmore Lake, MI 48189 • phone: 734.449.4464 • fax: 734.449.5336

www.wlps.net

Exceptional, Personalized Education

Board of Education Finance Committee Meeting

June 6, 2019

6:30 pm

District Administration Conference Room

MINUTES

I. Call to Order at 6:41 pm

Present: Tom DeKeyser, Denise Kerrigan, John Meadows, Laura Schwennessen and Shelley Kritzman

II. Business

- Review draft of General Fund, Food Service Fund, Sinking Fund and Community Recreation 2018-19 final budgets
 - *Thorough discussion of the status of each fund budget and balance. Constraints were identified and concerns were addressed.*
- Review draft of General Fund, Food Service Fund, Sinking Fund and Community Recreation 2019-20 original budgets
 - *Discussed the factors driving the general fund budget for 2019-20; declining enrollment, foundation allowance from the state, grade configurations*
 - *2019-20 budgets will be presented at the hearing on Monday*
- Food service meal price, potential increase
 - *Reviewed the rationale behind increasing prices*
 - *Recommended price increases were supported*
- Superintendent Compensation for 2019-20
 - *Superintendent will not receive the 1.5% administrative compensation package*

III. Other Items - *none*

IV. Call to the Public - *none*

V. Adjournment – 8:55 pm

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Whitmore Lake Public Schools
Business Office Transactions

For the Month Ending:
May 31, 2019

<u>Payroll Transactions</u>	May 15, 2019	\$	221,496
	May 31, 2019	\$	223,318
		\$	<u>444,814</u>
<u>Accounts Payable Transactions</u>		\$	<u>400,620</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, 2019 — through July 31, 2020

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 2019-20 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, 2019 and shall remain effective until July 31, 2020, 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 _____, 2019,
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 2019-20

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)

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)

(member 6th, 7th and 8th-grade buildings)

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

1. Whitmore Lake Middle School
 Name of Member School
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): 7-8
 Provide anticipated 2019-20 7th and 8th-grade enrollment 92
 Provide anticipated 2019-20 6th-grade enrollment
 1. **Yes or No (circle one)** 6th graders will be participating, in at least one sport, with 7th and 8th graders.
 2. **Yes or No (circle one)** 6th grade students will be participating in one or more sports for the above school. If 6th graders are participating & not housed in the same building, list below the name of that building that houses 6th-graders.
2.
 Name of Member School
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9):
 Provide anticipated 2019-20 7th and 8th-grade enrollment
 Provide anticipated 2019-20 6th-grade enrollment
 1. **Yes or No (circle one)** 6th graders will be participating, in at least one sport, with 7th and 8th graders.
 2. **Yes or No (circle one)** 6th grade students will be participating in one or more sports for the above school. If 6th graders are participating & not housed in the same building, list below the name of that building that houses 6th-graders.
3.
 Name of Member School
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9):
 Provide anticipated 2019-20 7th and 8th-grade enrollment
 Provide anticipated 2019-20 6th-grade enrollment
 1. **Yes or No (circle one)** 6th graders will be participating, in at least one sport, with 7th and 8th graders.
 2. **Yes or No (circle one)** 6th grade students will be participating in one or more sports for the above school. If 6th graders are participating & not housed in the same building, list below the name of that building that houses 6th-graders.

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SPORTS MEDICINE PROGRAM

MEDSPORT

UNIVERSITY OF MICHIGAN HEALTH SYSTEM

2019-2020 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 5, 2019 and ending June 12, 2020. The Service Fee described in Exhibit B is payable in four installments. The billing dates will be October 31, 2019, December 31, 2019, February 5, 2020, and May 2, 2020. 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

ATC 1

- Services provided to **Whitmore Lake** High School for 43 weeks from **August 5, 2019** to **June 12, 2020**
- Contract Hours at Whitmore Lake = 880
- Surplus from 2018-2019 school year = 65 (*added to the 2019-2020 contract at no charge*)
- Total Hours for 2019-2020 school year = 945
- Average hours per week = 21
- Total Cost to Whitmore Lake High School = **\$22,510**

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**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT - DISTRICT**

This agreement is made this 8th day of May, 2019 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD, and Whitmore Lake Public Schools, hereinafter referred to as Whitmore Lake or District.

It is the intention of the parties hereto to enter into an Agreement defining the nature and extent of the duties to be performed by the WISD, the place where the services are to be performed and the time limitation on the performance of the duties.

SECTION I - ENGAGEMENT & SCOPE OF SERVICES

- A. Scope of Services: Whitmore Lake hereby engages WISD and WISD accepts such engagement to provide the Services set forth in this Agreement for the consideration and upon the terms and conditions set forth in this Agreement. The relationship between Whitmore Lake and WISD (including any personnel, third-party consultants or independent contractors of WISD) shall be that of independent contracting parties. WISD personnel, third-party consultants and independent contractors shall be self-directed in their activities, provided that said personnel, consultants or independent contractors shall abide by the terms of their respective employment agreement or contractual arrangement with WISD, as well as the policies and procedures of Whitmore Lake to the extent such District policies and procedures are made known to WISD prior to the delivery of the Services, and to the extent the District policies and procedures comply with applicable law and are applicable to the delivery of the Services. This Agreement shall not be construed as authority for any Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. It is expressly agreed that neither WISD nor any third-party consultants or independent contractors provided by WISD hereunder are entitled to participate in any plans, arrangements, or distributions by Whitmore Lake pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans.
- B. Change in Scope of Services: If during the Term of this Agreement, the District desires to: (i) make any changes to the quantity or specifications of any Services; (ii) request WISD's assistance in any special projects not included in the scope of Services or terms of this Agreement or Appendices, (iii) change or modify the scope of Services as a result of a change in applicable law; or (iv) change or modify the scope of Services based upon a material change in student enrollment or the number of buildings the District operates, Whitmore Lake shall submit a request detailing the same in writing to WISD (a "Change in Scope of Work Request"). WISD shall promptly evaluate all Change in Scope of Work Requests and respond in writing with the terms under which WISD is willing to accommodate the same and any modification to the Fee paid under this Agreement. The District acknowledges that, among other things, the Change in Scope of Work Request may likely result in adjustments to the Fee payable under this Agreement, wind-up costs, if any, and service levels. WISD shall not be required to accept any Change in Scope of Work Request if WISD determines in good faith that it is not feasible or is impractical to execute the Change in Scope of Work Request. In the event the Parties agree on the terms of a Change in Scope of Work Request, the Parties shall execute a written amendment to this Agreement (and the applicable Appendices) confirming the applicable terms and when such amendment is duly signed by both Parties, this Agreement shall automatically be deemed amended as applicable to incorporate the Change in Scope of Work Request as set forth in the amendment.
- C. Special Project Fees and Services: In the event Whitmore Lake requests, and WISD agrees to perform any additional services or projects not covered by this Agreement and/or outside the scope of Services through a

Change in Scope of Work Request, the District acknowledges and agrees that any such additional services are subject to additional fees to be agreed upon by the Parties in accordance with **Section III Compensation**.

- D. Obligations of District: Whitmore Lake acknowledges that WISD will need the active support and adequate performance of the District's professional, administrative, operations and other personnel and contractors in order to provide the Services under this Agreement and Whitmore Lake agrees to use its best efforts to fully cooperate with WISD in that regard. Whitmore Lake acknowledges and agrees that as part of this obligation, the District's professional, administrative, operations, and other personnel and contractors must have the proper qualification and training commensurate with, and necessary to perform, their assigned position/job function.

WISD agrees to perform those services as set forth and described in **Appendix A** (the "Services"). With respect to the Services to be provided by WISD, the Parties acknowledge and agree as follows:

1. WISD may utilize WISD's personnel or may secure third-party consultants or independent contractors (collectively the "Service Personnel") to perform the Services.
 2. WISD's election to utilize, and the selection of, its own personnel, or a third-party consultant(s) or an independent contractor(s) to perform the Services shall be determined in the business judgement, and sole discretion, of WISD.
 3. The specific staffing/personnel parameters and requirements necessary for the provision of the Services, if any, are described in **Appendix B**.
 4. Any specific terms and conditions relative to the scope or delivery of the Services by WISD are set forth in **Appendix A**.
- E. Bi-Annual Status Meetings and Reports: Each Party shall appoint representatives to monitor the implementation and progress of this Agreement. Party representatives shall meet and discuss, at least bi-annually, the progress in implementing this Agreement, the accomplishments to date, any issues and problems, and any other matters related to WISD's provision of Services to the District that may arise. Either Party may request a special meeting of the Party representatives by notifying the designated representative of the other Party in writing with a proposed date, time and location for the special meeting. The results of the bi-annual and special meetings shall be reduced to writing in the form of minutes, prepared by the District's designee, and approved by each Party's designated representative.

SECTION II - FINGERPRINTING AND BACKGROUND CHECK

- A. WISD acknowledges and agrees that it shall have any of its Service Personnel who will be on Whitmore Lake's premises regularly and continuously to perform the Services, subjected to a fingerprint-based criminal history and background check through the Michigan State Police and Federal Bureau of Investigation, as detailed in Michigan Public Act 680 of 2006, as amended, prior to commencing any Services under this Agreement. WISD agrees to transfer the appropriate and criminal history record information ("CHRI") to the District as permitted by law, if and when requested.
- B. WISD represents and warrants to Whitmore Lake that it will at all times during the Term, or any renewal term(s) of this Agreement, be in compliance with the provisions of Michigan Public Act 680 of 2006, as amended, including, but not limited to, reporting to Whitmore Lake within 3 business days of notification by Michigan Department of Education or its Personnel who will regularly and continuously be on District premises to perform the Services, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to Whitmore Lake if that person is subsequently convicted, plead guilty or plead no contest to that crime. WISD, or Service Personnel shall be responsible for all costs and expenses

associated with the above-required fingerprinting and background checks. WISD shall supply all necessary data and information, as requested by Whitmore Lake, to enable Whitmore Lake to properly submit any WISD Service Personnel for inclusion in the State of Michigan Department of Education's list of "registered educational personnel" as may be required.

SECTION III - COMPENSATION

WISD does hereby agree as follows:

- A. The Fee for WISD's technical staff to perform Server Maintenance and Network Infrastructure Support services as outlined in **Appendix A** shall be charged monthly to Whitmore Lake. The monthly cost for these services is \$424.07. The cost for services during the full term of the Agreement, July 1, 2019 through June 30, 2020, is \$5,088.84.
 1. The monthly cost for support services is allocated as follows:
 - Server Maintenance monthly service rate: \$185.27
 - Network Infrastructure Support monthly service rate: \$238.80
- B. The Fee for WISD's PowerSchool Support, Building Level End User Support, additional Network Infrastructure, and additional Server Support services shall be at cost, which shall be charged to Whitmore Lake at an hourly rate per requested service instance during the Agreement term, from July 1, 2019 through June 30, 2020. The hourly cost of support services is allocated as follows:
 1. PowerSchool Support services per-instance hourly rate: \$74.41
 2. Building Level Desktop Support services per-instance hourly rate: \$50.93
 3. Network Infrastructure Support services per-instance hourly rate: \$83.06
 4. Server Support services per-instance hourly rate: \$64.44
 5. Security Review Support services per-instance hourly rate: \$52.54
 6. Cisco AMP Security Client License and Monitoring per requested node: \$20.25
- C. It is estimated that these services will require various staff members serving Whitmore Lake, however, Whitmore Lake's primary contact will be the WISD Chief Information Officer, Technology & Data Services.
- D. Whitmore Lake's designated primary contact for Agreement-related communications between the District and WISD shall be its Superintendent.
- E. The Parties have agreed to the Fee based upon the information and assumptions included in **Appendix A**. The Parties agree that if the information and assumptions in **Appendix A** change regarding health insurance costs, Michigan Public School Employee Retirement System ("MPERS"), salary placement, change in Service Personnel, the amount of overtime, and/or any change in applicable laws, rules or regulations, the Fee will be adjusted accordingly.
- F. In compliance with federal requirements, payments shall be made to WISD on a reimbursement basis for services delivered; not as a prepayment.
 1. Whitmore Lake agrees to promptly pay the invoices submitted by the WISD upon verification of the rendering of the services and within 30 calendar days from receipt by the Whitmore Lake Business Office.
 2. Non-payment or refusal to process payment shall be considered an immediate breach of contract and all subsequent Agreement-related services shall be halted until all outstanding payment is received in full.
 3. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

- G. The WISD shall submit an invoice describing the services for part payment of the contract price not more than once per quarter. The WISD shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed.
- H. Whitmore Lake will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. WISD agrees to hold Whitmore Lake harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the WISD in accordance with its professional judgment.
- I. The WISD has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
- J. Whitmore Lake agrees that the WISD staff shall have access to District premises at such time as is necessary for the WISD staff to perform the above described tasks. However, Whitmore Lake may require at least one-week prior notice relating to the use of certain facilities.

SECTION IV – OTHER CONSIDERATIONS

- A. The actual, reasonable, and necessary travel costs associated with the Agreement, not to exceed the IRS maximum allowable rate, will be added to the cost of this Agreement.
- B. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
- C. The District shall retain ownership interest in any of the following three (3) circumstances:
 - 1. The District expressly directs the WISD to create a specified work (electronic or otherwise) or the work is a specific requirement of the Agreement;
 - 2. Any documents (electronic or otherwise) created and or developed by the District while under contract with the WISD; or
 - 3. The WISD voluntarily transfers the copyright, in whole or in part to the District in the form of a written document signed by said District and WISD.
- D. The work done by the WISD shall be to the entire satisfaction of the District, but Whitmore Lake acknowledges that WISD will need time to become acquainted with the Whitmore Lake Technology operations. If Whitmore Lake has concerns regarding the performance of this contract, the District and WISD agree to work together to remedy the situation in order to foster a positive working relationship and effective contractual agreement. Should the WISD unsatisfactorily perform the duties, Whitmore Lake may cancel the Agreement with 30-days unwritten notice and the WISD shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
- E. Either party may terminate this Agreement by giving the other 60 days advance written notice, without cause.

SECTION IV – INSURANCE COVERAGE

WISD and Whitmore Lake understand that their respective liability insurance policies do not afford any coverage to each other for any work associated with this contract. Therefore, both parties agree to hold each other harmless for any sum related to the cost of liability insurance and any associated attorney fees arriving out of the performance of

¹ Verified via the government System for Award Management (SAM) website; <https://www.sam.gov/portal/SAM/#1>

the work described in Appendix A. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.

NOT APPLICABLE: In the event that the WISD utilizes Contractors who may use motor vehicles in the course of performing the services above described, the Contractor shall provide to WISD proof of public liability insurance and property damage insurance in such sums as shall be deemed appropriate by WISD.

NOT APPLICABLE: The Contractor shall maintain at his/her own expense during the term of this Contract, the following insurance:

- 1.) Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 each accident;
- 2.) Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence, \$1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

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**Whitmore Lake Public Schools
Budget Performance Reports
May 31, 2109**

Revenue	Actual	Amended Budget	Remaining Budget	% Used/Rec'd
Fund 11 - General Fund Revenue Totals	\$7,914,878	\$10,124,509	\$2,209,631	78.18%
Fund 23 - Comm Rec Revenue Totals	\$321,833	\$332,703	\$10,870	96.73%
Fund 25 - Food Service Revenue Totals	\$272,109	\$373,482	\$101,373	72.86%

Expenditures	Actual	Amended Budget	Remaining Budget	% Used/Rec'd
Fund 11 - General Fund Expenditure Totals	\$8,531,973	\$10,114,024	\$1,582,051	84.36%
Fund 23 - Comm Rec Expenditure Totals	\$308,160	\$320,850	\$12,690	96.04%
Fund 25 - Food Service Expenditure Totals	\$368,814	\$419,919	\$135,169	87.83%

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May 23, 2019

Dear Tom:

Please accept my resignation from my Early Childhood Teacher Consultant position effective at midnight, June 30, 2019. I have decided to retire following almost 33 years of teaching. I have thoroughly enjoyed teaching in Whitmore Lake Public Schools and will miss the staff, parents, and especially the children who attend our district. Your encouragement, motivation, and honesty have made me proud to be a teacher in Whitmore Lake Public Schools and most importantly, I will always consider myself to be a Trojan!

Sincerely,

A handwritten signature in cursive script that reads "Jane C. Hill".

Jane C. Hill, ECSE Teacher

Dear Tom,

I am writing this letter to you and the entire staff at Whitmore Lake Public Schools to inform you that I will be retiring from service on June 13, 2019. While I am happy to get time with my family, I will deeply miss my work and friends.

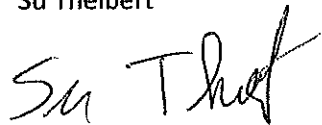
During my fruitful tenure of 18 years, I progressed in my professional and personal life. I thank each one of you for all your support, guidance and assistance. The friendships and associations I made here will remain forever in my heart.

I wish you all and WLPS a bright future and thank each one of you again.

I am sure you will see me around from time to time.

Sincerely,

Su Theibert

A handwritten signature in black ink, appearing to read "Su Theibert". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Diane Tomakowski

9058 Posey Dr
Whitmore Lake, Mi 48189

May 27, 2019
Tom DeKeyser
Superintendent of WLPS

Dear Tom,

This letter is my official notice that I will be leaving my position as Food Service Director.
My last day will be June 30, 2019

After long and thoughtful deliberation, I have decided to retire.

The decision to leave WLPS was not easy. I have loved my 20 years with this district.

I am excited about my impending retirement but wanted to take this opportunity to thank you for all of the opportunities that I have experienced working for WLPS. I am grateful that you have given my staff the opportunity to continue servicing our students and showcase what they are capable of contributing to this district.

I plan to work right up until my retirement date and will be happy to help you make a smooth transition. I am offering any support you need to make this transition successful, including the start up of the new school year.

Again, I have truly enjoyed working at WLPS and will miss my coworkers and our workplace a great deal. I wish nothing but the best for this district.

Sincerely,

A handwritten signature in cursive script that reads "Diane Tomakowski". The signature is written in dark ink and is positioned below the "Sincerely," text.

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Whitmore Lake High School

Congratulations! Your school has earned

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