



**BOARD OF EDUCATION  
REGULAR MEETING**

April 19, 2021 — 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, April 19, 2021 – 7:00 p.m.**

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

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **BOARD OF EDUCATION ROLL CALL**

### **APPROVAL OF AGENDA**

### **CALL TO THE PUBLIC**

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

### **BOARD CLARIFICATION**

### **STUDENT COUNCIL**

Samantha Ogden will present the student council report.

### **COMMITTEE REPORTS**

### **CONSENT ITEMS**

Approval of minutes from the March 22, 2021 Board of Education Regular Meeting and the March 22, 2021 closed session (to be handed out at the meeting). **(Attachment 1)**

Approve fund transfer of \$438,965 in payments from Accounts Payable as per attachment 2; further, to approve the transfer of \$414,574 from Accounts Payable to cover the payrolls of March 15, 2021 and March 31, 2021. **(Attachment 2)**

### *Reaffirm Instructional Delivery*

Approve the April Extended COVID-19 Learning Plan Reconfirmation Report. **(Attachment 3)**

### **NEW BUSINESS**

### *Lawn Maintenance Contract*

Motion to award the bid for Lawn Maintenance Services to K & M Landscaping and Lawn Care, low bidder, and to allow the superintendent to enter into an agreement for the 2021 season with option to renew per contract.

*WISD Board Election  
and Resolution to Consider*

The Board will consider a resolution (**Attachment 4**) to designate an electoral representative to serve on the 2021 electoral body responsible for electing members of the Washtenaw Intermediate School District Board of Education. **Upon consideration a motion and roll call vote is required.**

*WISD Contracted Services Agreement*

Motion to approve the Washtenaw Intermediate School District Contracted Services Agreement for Early Literacy Coaching for the 2020-2021 school year. (**Attachment 5**)

*Financial Report*

**Attachment 6** contains the Budget Performance Report for March 31, 2021. Director of Finance & Operations, Denise Kerrigan will update the Board with information regarding the financial report.

**SUPERINTENDENT'S REPORT**

**OTHER INFORMATION**

Community Recreation Coordinator, Craig Benedict has submitted his letter of resignation with an effective date of May 18, 2021.

District Media Center Tech, Pam Blount has submitted her letter of retirement. She will retire at the end of the 2020-21 school year.

**ANNOUNCEMENTS**

**The next Executive Committee Meeting will be held on Monday, May 3, 2021 at 6:30 p.m.**

**The next Finance Committee Meeting will be held on Monday, May 10, 2021 at 6:30 p.m.**

**The next Regular Meeting of the Board of Education will be held on Monday, May 17, 2021 at 7:00 p.m. in the High School Media Center.**

**CALL TO THE PUBLIC**

**BOARD MEMBER REPORTS**

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

**ADJOURNMENT**

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

#### 0000 – BYLAWS

#### 0160 - MEETINGS

##### 0167.3 – Public Participation at Board Meetings

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

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

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

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

Revised 9/27/2010

#### Use of Recording Devices

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

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

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

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**Whitmore Lake Public Schools**  
**BOARD OF EDUCATION**  
*Regular Meeting Minutes*  
**March 22, 2021 – High School Theater – 7:00 p.m.**

**MEMBERS PRESENT**

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

**MEMBERS ABSENT**

None

**ADMINISTRATORS PRESENT**

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

**OTHERS PRESENT**

Staff, parents and members of the community

**CALL TO ORDER**

At 7:00 p.m. by President John Meadows.

**APPROVAL OF AGENDA**

*Motion to approve the agenda as presented made by Mr. Meadows; supported by Mrs. Schwennesen.*

Ayes – 7; Nays – 0, motion carried

**CALL TO THE PUBLIC**

None

**STUDENT COUNCIL**

Student Council Representative, Samantha Ogden was unable to attend.

**COMMITTEE REPORTS**

Mrs. Schwennesen shared the Executive Committee met on March 8, 2021. Topics included remote learning post spring break, math curriculum, facilities update, Livingston Classical Academy contract, school funding, and a COVID-19 vaccine update regarding staff.

Mrs. Kritzman reported the Finance Committee met on March 15, 2021. Topics included state and federal funding and how that will affect the district, budget planning for 2021-22, anticipated math curriculum costs, and lease updates.

**CONSENT ITEMS**

*Motion to approve the minutes from the February 22, 2021 Board of Education Regular Meeting was made by Mrs. Schwennesen; supported by Mrs. Kritzman.*

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

*Motion to approve fund transfer of \$400,333 in payments from Accounts Payable; further to approve the transfer of \$419,700 from Accounts Payable to cover the payrolls of February 12, 2021, and February 26, 2021 made by Mrs. Schwennesen; supported by Mrs. Kritzman.*

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

*Reaffirm Instructional Delivery*

*Motion to approve the March Extended COVID-19 Learning Plan Reconfirmation Report was made by Mr. Meadows; supported by Mr. Cole.*

Superintendent DeKeyser updated the Board, sharing the student attendance rate has been consistent all year. He added WLPS will continue to follow the original plan offering in-person instruction for all students and parents who selected the option and the district will only engage to remote learning as needed. Mr. DeKeyser also shared all public comments received, are in support of the plan.

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

## NEW BUSINESS

### *Overnight Trip Proposal*

*Motion to approve the proposal for an overnight trip with the WLHS Marching Band submitted by Elissa Fixler, High School Band Director, to travel to Hersey, MI for Band Camp from August 1, 2021 to August 5, 2021 was made by Mrs. Kritzman; supported by Mr. Meadows.*

Mrs. Schwennesen shared concerns with the cost and inquired on options for those unable to pay. Mrs. Kritzman shared band members have the opportunity to participate in several fundraising events to offset the cost.

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

### *Livingston Classical Academy Renewal Contract*

*Motion to approve the five year contract with Livingston Classical Academy, to be effective July 1, 2021, confirming the Academy's status as public school academy in the State of Michigan was made by Mr. Cole; supported by Mrs. Schwennesen.*

Mr. Meadows noted this is a contract and not a lease. Mr. DeKeyser updated the Board with the contract changes requested by LCA. He also added a lease will be presented in April for review.

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

### *Financial Report*

Director of Finance & Operations, Denise Kerrigan, updated the Board with information regarding the February 28, 2021 financial report.

## SUPERINTENDENT'S REPORT

Mr. DeKeyser shared the following:

- 1) COVID-19 vaccine update – WCHD held their vaccine clinic in the WLHS today, all employees who wanted a vaccine have now had their second dose. He also shared he received many complements on how well it was run.
- 2) Athletics update – WLHS is hosting the Boys District and the Girls Regional Basketball games as the winter sports are ending. Spring sports may require new COVID-19 testing to all athletes. Expect more guidelines to come from MDHHS and MHAAA soon.
- 3) State testing update – PSAT/SAT testing will begin in April at the MS/HS, waiting on a decision from the state regarding M-Step testing, MAP testing will continue at the elementary and be used for the benchmark test reporting.
- 4) Facilities update – Looking into hiring a company to help prioritize facility essentials and prepare for RFQ for future projects.

## OTHER INFORMATION

The Board acknowledged the acceptance of Emmanuel Jones for the Community Recreation position as Lifeguard over 19.

## ANNOUNCEMENTS

**The next Regular Meeting of the Board of Education will be held on Monday, April 19, 2021 at 7:00 p.m. in the High School Theater.**

## CALL TO THE PUBLIC

None

## BOARD MEMBER REPORTS

Mrs. Kritzman announced Drama Club will have tryouts for an upcoming performance on the evening of Wednesday, March 24, 2021. She also announced Varsity Quiz Bowl has qualified to compete at the State and National Tournaments.

Mr. Zolenski shared he received several calls from community members on how great the vaccine clinic was run.

**CLOSED SESSION**

*Motion to adjourn into closed session meeting at 7:47 p.m. (with a 5 minute break) to discuss contract negotiations was made by Mr. Meadows; supported by Mr. Cole.*  
**Roll call vote:** Mr. Henry – yes, Mrs. Kritzman – yes, Mrs. McCully – yes, Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Zolenski – yes, Mr. Cole – yes.  
Ayes – 7; Nays – 0, motion carried 7 - 0

**Call to Order**

Open session called to order at 8:21 p.m. by President John Meadows

**ADJOURNMENT**

*Motion to adjourn the Regular Meeting at 8:21 p.m. made by Mr. Meadows; supported by Mrs. Schwennesen.*  
Ayes - 7; Nays - 0, motion carried 7 - 0.

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

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*Date*



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

For the Month Ending:  
**March 31, 2021**

<u>Payroll Transactions</u>	March 15, 2021	\$ 199,729
	March 31, 2021	\$ 214,845
		<u>\$ 414,574</u>
 <u>Accounts Payable Transactions</u>		 <u>\$ 438,965</u>

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**Whitmore Lake Public Schools  
Extended COVID-19 Learning Plan  
Reconfirmation Meeting**

**Required 30 Days After Initial Plan Approval and Every Month Thereafter**

**Agenda:**

- Reconfirm how instruction is going to be delivered during the 20/21 school year
- Public comments from parents and/or guardians on the Extended Learning Plan
- Review weekly 2-way interaction rates

**Reconfirmation Meeting for APRIL**

<b>Reconfirm instructional delivery method:</b>
See Below
<b>Reconfirm how instruction will be delivered for each grade level:</b>
Pre-Kindergarten: In-person instruction for students and parents who selected this option. Homebased (full Virtual) for students and parents who selected this option.
Elementary (Grades K - 6): Homeroom in-person instruction for students and parents who selected this option. Homebased (full Virtual) for students and parents who selected this option.
Middle School (Grades 7 - 8): In-person instruction for students and parents who selected this option. Homebased (full Virtual) for students and parents who selected this option.
High School (Grades 9 - 12): In-person instruction for students and parents who selected this option. Homebased (full Virtual) for students and parents who selected this option.
<b>Reconfirm whether or not the district is offering higher levels of in-person instruction for English language learners, special education students, or other special populations:</b>
WLPS continues to offer in-person instruction for all students and parents who selected this option.

**Document Public Comments:**

None

**WLPS Weekly 2-Way Interaction Rates**

<March>	<b>All Students</b> (percentage of all students who received (2) 2-way interactions each week)
<b>Week 1</b> 3/01/2021 – 3/07/2021	96.81%
<b>Week 2</b> 3/08/2021 – 3/14/2021	96.97%
<b>Week 3</b> 3/15/2021 – 3/21/2021	97.73%
<b>Week 4</b> 3/22/2021 – 3/28/2021	96.67%

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**RESOLUTION TO CONSIDER DESIGNATION OF ELECTORAL REPRESENTATIVE  
FOR THE JUNE 7, 2021 BIENNIAL ELECTION**

Whitmore Lake Public Schools (the "District")

A Regular meeting of the board of education of the District (the "Board") was held in the High School Media Center, within the boundaries of the District, on the 19th day of May, 2021, at 7 o'clock in the p.m.

The meeting was called to order by \_\_\_\_\_, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member \_\_\_\_\_  
and supported by Member \_\_\_\_\_:

**WHEREAS:**

1. The Revised School Code provides that board members of Washtenaw Intermediate School District, Michigan (the "ISD"), be elected biennially on the first Monday in June by an electoral body composed of one (1) person designated by the board of each constituent school district; and

2. The Revised School Code further provides that this Board shall consider the resolution of designating its representative on the electoral body at not less than one (1) public meeting before adopting the designating resolution; and

3. This Board now determines it necessary and desirable to establish the first public meeting at which this Board will consider the proposed resolution designating the District's representative on the electoral body.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. At the public meeting of this Board to be held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock in the \_\_\_\_m., to be held at the \_\_\_\_\_, this Board will consider a resolution to appoint \_\_\_\_\_ as the designated representative of this District for the electoral body of the ISD biennial election to be held June 7, 2021 and \_\_\_\_\_ as an alternate in the event the designated representative is unable to attend.

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

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Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Whitmore Lake Public School District, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a Regular meeting held on April 19, 2021, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

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Secretary, Board of Education





# Washtenaw I S D

A REGIONAL EDUCATIONAL SERVICE AGENCY

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**To:** Secretary, Board of Education

**From:** Naomi Norman, Interim Superintendent, Washtenaw ISD

**Date:** April 14, 2021

**Re:** **Biennial Election - Monday, June 7, 2021**

The biennial election for the Washtenaw Intermediate School District (WISD), to elect one board member for a six-year term, will be held on **June 7, 2021, at 6:00 p.m.** By law, the body electing intermediate school district board members will be composed of one representative of the board from each constituent district who shall be designated by the constituent board. **The board shall consider the resolution at not less than one public meeting before adopting the resolution.** This can be done prior to May 17, 2021. To be in compliance with the law, between **Monday, May 17, 2021, and Monday, June 7, 2021**, a local constituent board of education must **adopt** a resolution to select its voting representative and identify the candidates it supports. There are two resolutions enclosed for your use – **one to consider the resolution to designate the school district's election representative to be used at the first meeting** and one to adopt the appointment of the representative and designating the candidates for which the representative's vote is to be initially cast to be used at the second meeting.

The members elected to the Washtenaw Intermediate School District Board of Education will begin his/her six-year term on July 1, 2021. Not more than two members of the Intermediate School District board shall be from the same local school district. The term that is expiring this year is that of Theresa Saunders (Ypsilanti), who has notified us that she will be seeking reelection. Members continuing on the Washtenaw Intermediate School District board include one member from Ypsilanti, one member from Chelsea, and two members from Ann Arbor.

Please remember that you, as Board Secretary, will need to remind your local board representative to electronically attend the election meeting at <https://wisd.zoom.us/j/96081371020> on **Monday, June 7, 2021, at 6:00 p.m.** to cast his/her ballot for your district's vote in the intermediate school district biennial election.

We will communicate with you by May 10 with the names of candidates who have filed with the Washtenaw County Clerk's office.

If you have any questions, please contact my office at (734) 994-8100, ext. 1300.

**380.614 Board; election of members; resolution; notice of meeting; acting chairperson and secretary; open meeting; term; vacancy; nominating petition; signatures; filing petition and affidavit; ballots; filing fee.**

Sec. 614. (1) Except as provided in section 615 and subject to section 642c of the Michigan election law, MCL 168.642c, the members of the intermediate school board shall be elected biennially on the first Monday in June by an electoral body composed of 1 person designated by the board of each constituent school district.

(2) The board of a constituent district shall designate its representative to this electoral body by resolution adopted not earlier than 21 days before the date of this biennial election. The board shall consider the resolution at not less than 1 public meeting before adopting the resolution. The resolution shall be adopted by majority vote of the members serving on the board. In its resolution designating its representative, the board of a constituent district shall identify the candidate the board supports for each position to be filled on the intermediate school board and shall direct its representative to vote for that individual or individuals at least on the first ballot taken by the electoral body. The secretary of the intermediate school board shall send a notice by certified mail of the hour and place of the meeting of the electoral body described in subsection (1) to the secretary of the board of each constituent school district at least 10 days before the meeting. The president and secretary of the intermediate school board shall act as chairperson and secretary at the meeting. The meeting of the electoral body shall be an open meeting conducted in the manner prescribed under the open meetings act, 1976 PA 267, MCL 15.261 to 15.275.

(3) Except as provided in section 703, the term of office of each member elected to the intermediate school board is 6 years and begins on July 1 following election. Not more than 2 members of the intermediate school board shall be from the same school district unless there are fewer districts than there are positions to be filled.

(4) A vacancy shall be filled by the remaining members of the intermediate school board until the next biennial election at which time the vacancy shall be filled for the balance of the unexpired term. Notice of the vacancy shall be filed with the state board within 5 days after the vacancy occurs. If the vacancy is not filled within 30 days after it occurs, the vacancy shall be filled by the state board.

(5) Subject to subsection (7), a candidate for election to the intermediate school board shall be nominated by petitions that are signed by a number of school electors of the combined constituent school districts of the intermediate school district, as follows:

(a) If the population of the intermediate school district is less than 10,000 according to the most recent federal census, a minimum of 6 and a maximum of 20.

(b) If the population of the intermediate school district is 10,000 or more according to the most recent federal census, a minimum of 40 and a maximum of 100.

(6) A school elector may sign as many petitions as there are vacancies to fill. Nominating petitions and an affidavit as provided in section 558 of the Michigan election law, MCL 168.558, shall be filed with the school district filing official not later than 30 days before the date of the biennial election under subsection (1). The school district filing official shall determine the sufficiency of the petitions and the eligibility of the candidates nominated. The school district filing official shall provide ballots for the biennial election, listing on the ballots the names of all candidates properly nominated. The chairperson of the biennial election meeting may accept nominations for a vacancy from the floor only if no nominating petitions have been filed for the vacancy.

(7) Instead of filing nominating petitions, a candidate for election to the intermediate school board may pay a nonrefundable filing fee of \$100.00 to the school district filing official. If this fee is paid by the due date for nominating petitions, the payment has the same effect under this section as the filing of nominating petitions.

*History:* 1976, Act 451, Imd. Eff. Jan. 13, 1977;—Am. 1977, Act 43, Imd. Eff. June 29, 1977;—Am. 1981, Act 87, Imd. Eff. July 2, 1981;—Am. 1984, Act 322, Eff. Dec. 28, 1984;—Am. 1992, Act 263, Eff. Jan. 1, 1993;—Am. 2002, Act 157, Eff. Jan. 1, 2003;—Am. 2003, Act 299, Eff. Jan. 1, 2005;—Am. 2004, Act 233, Imd. Eff. July 21, 2004;—Am. 2004, Act 419, Imd. Eff. Nov. 29, 2004;—Am. 2011, Act 232, Eff. Jan. 1, 2012.

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

This agreement is made this 1st day of July 2020 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Whitmore Lake Public Schools, hereinafter referred to as Contractor.

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 Contractor, the place where the services are to be performed and the time limitation on the performance of the duties.

### **SECTION I – SCOPE OF SERVICES**

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than July 1, 2020. Once this contract is implemented, the ending date for providing services shall be June 30, 2021.

2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

**The WISD's Mission** is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation and collaboration.

**The WISD's Vision** is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

#### **Essential Functions of the Position**

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
  - Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
  - Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
  - Demonstrates a commitment to and takes responsibility for co-constructing a county wide culture of coaching; a culture that prioritizes anti-oppression, anti-racism, and ultimately a more equitable educational system and learning pursuits for our students and our teachers.
3. Professional Learning with the Early Literacy Coaching Collaborative whole group meetings, 1 time per month for two hours via Zoom: January 14, February 11, March 4, April 6, May 6, June 10 and extension assignments in the ELCC Google Classroom.
  4. 1 time per month with the coach's assigned Coaching for Equity book group (Feb, March, April, May, June) TBD by group and recorded in Google Classroom.
  5. Per MDE Resources, Supports and Expectations
    - Also be available periodically during the school year to participate in coaching training at both the State of Michigan, This will be anchored on the Essential Coaching Practices for Elementary Literacy



- Assurance of Professional Learning for the Early Literacy Coach:
    - ☐ Attend the K-3 Essential Instructional Practices Institute, Literacy Coaching Network professional learning opportunities, Coaching Intensive Institutes (when available), Quarterly Meetings, and Monthly Meetings for small group work to support their learning around the suite of Literacy Essentials.
    - ☐ Use the Coaching Modules and the K-3 Essential Instructional Practices Modules to support their learning around the Essentials.
    - ☐ Engage in further learning on Assessment Literacy as related to the suite of Essential Practices
  - Coaching Model:
    - ☐ Use the approved MDE Coaching Model as required by Read by Grade Three Reading Law (MCL.380.1280f).
  - Participate, as able, in the remaining Quarterly Coaching Network Meetings - facilitated virtually at this time with optional local ISD groups gathering in person:
    - February 9, 2021
    - May 12, 2021
  - For a deeper understanding of the Essentials, in the first year of a coaching role, complete the 4 Modules on the Essential Coaching Practices in Elementary Literacy and the 10 Modules on the Essential Instructional Practices in Early Literacy, Grades K-3.
3. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.
  4. Prior to any work being completed on WISD grounds, individuals working for the Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. A list of all such employees must be provided to WISD by the Contractor as **Attachment A**. The Contractor will be responsible for payment of the fingerprinting service. (The proper forms must be obtained by the HR Department. Specific written exemption of the fingerprint requirement must be provided by the WISD Executive Director of Human Resources and Legal Services, in compliance with School Safety Legislation and WISD Board Policy).
  5. The Contractor must also comply with Public Act 131 of 2005, which details the procedure to follow if the Contractor, or any individuals working on behalf of the Contractor, has/have been charged with a crime listed under Section 1535a (1) of the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

## SECTION II -COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be **\$50,000.00**, including all related expenses, including travel expenses outlined in Section III.
2. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
3. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD 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. The Contractor agrees to hold WISD 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 Contractor in accordance with its professional judgment.
4. The contractor has not been debarred, excluded or disqualified<sup>1</sup> under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
6. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.
7. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered, not as a prepayment.
8. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
9. 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.

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

### SECTION III – OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.
2. 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.
3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
  - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract.
  - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
  - iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.
4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor 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.
5. Either party may terminate this Agreement by giving the other 30 days advance written notice.
6. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

### SECTION IV – INSURANCE COVERAGE

In the event that the Contractor uses 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.

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.

The Contractor understands that WISD's liability insurance policies may not afford any coverage for any work associated with this contract. Therefore, the Contractor agrees to hold WISD harmless 1) for any sum related to the cost of liability insurance, 2) from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and 3) from any associated attorney fees, arising out of the performance of the work described in Section I. The Contractor shall obtain and provide proof of public liability insurance in such sums as shall be deemed appropriate by WISD unless specific written exemption is provided by the Assistant Superintendent, Business Services. 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.

## SIGNATURES

The Contractor acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

Agreed to on \_\_\_\_\_, 2021

\_\_\_\_\_  
Contractor (Company) – Whitmore Lake Public Schools

DATE \_\_\_\_\_

*Janae Townsend*  
Department Head – Janae Townsend, Supervisor, Achievement Initiatives

DATE 5 February 2021

*Naomi Norman*  
Washtenaw Intermediate School District – Naomi Norman, Interim Superintendent

DATE Feb 18, 2021

*M. Yip*  
Washtenaw Intermediate School District – Melissa Brooks-Yip, Coordinator Instruction

DATE 2/5/21

\_\_\_\_\_  
Washtenaw Intermediate School District – Board of Education

DATE \_\_\_\_\_

\_\_\_\_\_  
Washtenaw Intermediate School District – Board of Education

DATE \_\_\_\_\_

\_\_\_\_\_  
Whitmore Lake Public Schools – Board of Education

DATE \_\_\_\_\_

\_\_\_\_\_  
Whitmore Lake Public Schools – Board of Education

DATE \_\_\_\_\_



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**Whitmore Lake Public Schools  
Budget Performance Reports  
March 31, 2021**

<b>Revenue</b>	<b>Actual</b>	<b>Amended Budget</b>	<b>Remaining Budget</b>	<b>% Used/Rec'd</b>
<b>Fund 11 - General Fund Revenue Totals</b>	<b>\$6,449,334</b>	<b>\$10,181,453</b>	<b>\$3,732,119</b>	<b>63.34%</b>
<b>Fund 23 - Comm Rec Revenue Totals</b>	<b>\$421,638</b>	<b>\$455,697</b>	<b>\$34,059</b>	<b>92.53%</b>
<b>Fund 25 - Food Service Revenue Totals</b>	<b>\$279,007</b>	<b>\$335,645</b>	<b>\$56,638</b>	<b>83.13%</b>

<b>Expenditures</b>	<b>Actual</b>	<b>Adopted Budget</b>	<b>Remaining Budget</b>	<b>% Used/Rec'd</b>
<b>Fund 11 - General Fund Expenditure Totals</b>	<b>\$6,872,499</b>	<b>\$10,152,574</b>	<b>\$3,280,075</b>	<b>67.69%</b>
<b>Fund 23 - Comm Rec Expenditure Totals</b>	<b>\$268,015</b>	<b>\$394,250</b>	<b>\$126,235</b>	<b>67.98%</b>
<b>Fund 25 - Food Service Expenditure Totals</b>	<b>\$232,898</b>	<b>\$335,500</b>	<b>\$102,602</b>	<b>69.42%</b>

**Audited Fund Balance 6-30-2020**

<b>Fund 11 - General Fund</b>	<b>\$596,548</b>
<b>Fund 23 - Community Recreation</b>	<b>\$114,393</b>
<b>Fund 25 - Food Service</b>	<b>\$175</b>