



WALLED LAKE CONSOLIDATED SCHOOL DISTRICT  
Walled Lake, Michigan

AGENDA  
Regular Meeting of the Board of Education  
August 22, 2024

**Notice**

Persons with disabilities needing accommodations for effective participation in the meeting should contact the Superintendent's office at 248-956-2011 to request mobility, visual, hearing, or other assistance.

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The public may view this meeting streamed live at <https://wlcsd.org/board-of-education/livestream/>

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Amendment Notice: Agenda has been revised to add Google for Education renewal, an administrative appointment and MHSAA Cooperative Team application.

Amendment Notice #2: Agenda item, Appointment of Owner's Representative, has been removed.

*Notice and agenda posted on Friday, August 16, 2024.*

*Amendment notice posted on Wednesday, August 21, 2024 at 10:12am.*

*Amendment notice #2 posted on Thursday, August 22, 2024 at 2:56pm.*

Place: Educational Services Center  
850 Ladd Road  
Walled Lake, MI 48390

7:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENTARY**
4. **ADMINISTRATIVE COMMENTARY**
5. **BOARD COMMENTARY**
6. **CONSENT AGENDA**
  - a. Approval of Minutes
    - 1) Proposed June 6, 2024 Regular Meeting
    - 2) Proposed June 10, 2024 Special Meeting (Board Vacancy Interviews)
    - 3) Proposed June 20, 2024 Special Meeting
    - 4) Proposed July 24, 2024 Special Meeting
    - 5) Proposed August 8, 2024 Special Meeting
  - b. Personnel Recommendations
    - 1) New Hires 3
    - 2) Retirement 6
    - 3) Resignations 7
    - 4) Leave of Absence 8
  - c. Financial Reports - May 2024 9  
Disbursements in the amount of \$19,991,131  
Balance Sheet and Statement of Revenues and Expenditures - Unaudited, and Investment Schedule
  - d. Bid Awards
    - 1) Pizza Bid Award, Food Services – Special Revenue Fund 14
  - e. Purchases (under \$50,000)
    - 1) Art of Education University, 3-year renewal, \$49,999.00 - General Fund 15
    - 2) Learning Ally, 1-year renewal, \$31,453.96 - General Fund 18

- 7. **PURCHASES (Over \$50,000)**
  - a. ZeroEyes, 5-year subscription, \$665,000 - State Grants and General Fund 21
  - b. Updated Writing Units of Study, \$78,340.08 - State Grants from the General Fund 36
  - c. Google for Education, 1-year Annual Software License Renewal, \$54,751.50 – General Fund 40

**8. ADMINISTRATIVE APPOINTMENT - EXECUTIVE MANAGER OF INSTRUCTIONAL TECHNOLOGY**

**9. RESOLUTION: SUPPORT OF PROTECT MI KIDS BILL PACKAGE** **41**

This is a resolution of support of the Protect Mi Kids Bill Package in the Michigan Legislature to address the lack of effective statewide tobacco prevention policies.

**10. RESOLUTION: BOARD APPROVAL OF HEAD START PROGRAM** **43**

In accordance with the federal Head Start Performance Standards, the Walled Lake Consolidated School District Board of Education is the governing body of our program. To comply with all federal contract regulations, Walled Lake Schools Head Start is submitting the following items for School Board approval.

**11. RESOLUTION: MHSAA COOPERATIVE TEAM APPLICATION** **49**

In 2022, Walled Lake Central and Western High School's JV and Varsity Boys' Ski teams joined forces to form a unified team. Due to low participation at Walled Lake Northern and the inability of the Western/Central Cooperative team to field a full squad last year, Walled Lake Northern is requesting to join this cooperative program. This would create a single team representing all three high schools. Both the Lakes Valley Conference and the MHSAA support this cooperative arrangement. Without it, Walled Lake would likely face challenges in competing in the state tournament due to insufficient participant numbers.

**12. BOARD POLICY REGULATIONS UPDATE - 4000 AR** **51**

4000 AR Organizational Chart and 4000 AR Central Office Administrators and Building Administrators Board policy regulations have been updated to reflect administrative changes in the District. This is being provided as informational items prior to the Board Policy Manual website update and notification.

**13. OAKLAND COUNTY SCHOOL BOARDS ASSOCIATION (OCSBA) DINNER MEETING**

**14. ADJOURNMENT**

**Notice of Nondiscrimination**

In compliance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disability Act of 1990, it is the policy of the Walled Lake Consolidated School District that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, political belief, military service or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or in employment. For information contact the District Compliance Officer, at 248-956-2023.

**Consent Agenda – August 22, 2024  
Personnel Recommendation**

**New Hires**

**Kelly Sharpe**

1.0 Math  
Banks Middle School  
Effective 8/21/2024

**Claire Smith**

1.0 ELA  
Banks Middle School  
Effective 8/21/2024

**Kaelyn Burnett**

1.0 Science  
Northern High School  
Effective 8/21/2024

**Megan McClintock**

1.0 Grade 5  
Meadowbrook Elementary  
Effective 8/21/2024

**Frankie Hernandez**

1.0 ELA/Social Studies  
Geisler Middle School  
Effective 8/21/2024

**Madelyn Peters**

1.0 Grade 1  
Glengary Elementary  
Effective 8/21/2024

**Lauren Huhn**

1.0 Science  
Western High School  
Effective 8/21/2024

**Sarena Lanyon**

1.0 Psychology  
Central High School  
Effective 8/21/2024

**Jessika Golab**

1.0 Math  
Smart Middle School  
Effective 8/21/2024

**Austin Mortiere**

1.0 Spanish  
Central High School  
Effective 8/21/2024

**Tia Mitchell**

1.0 Grade 4  
Pleasant Lake Elementary  
Effective 8/21/2024

**Madelyn Kwiecinski**

1.0 Grade 4  
Guest Elementary  
Effective 8/21/2024

**Lisa Genoa**

1.0 Resource Program  
Wixom Elementary  
Effective 8/21/2024

**Steven DiMarco**

1.0 Resource Program  
Special Services  
Effective 8/21/2024

**Lena Jackson**

1.0 Grade 3  
Meadowbrook Elementary  
Effective 8/21/2024

**Robert Voss**

1.0 Media  
Travel  
Effective 8/21/2024

**Emily Schettenhelm**

1.0 Kindergarten  
Meadowbrook Elementary  
Effective 8/21/2024

**Ashlee McDonald**

1.0 Social Worker  
Keith Elementary  
Effective 8/21/2024

**Ryan Smith**

1.0 Spanish  
Western High School  
Effective 8/21/2024

**Mackenzie Borrman**

1.0 Kindergarten  
Pleasant Lake Elementary  
Effective 8/21/2024

**Danielle Krueger**

1.0 Science  
Northern High School  
Effective 8/21/2024

**Megahn Maher**

1.0 Kindergarten  
Keith Elementary  
Effective 8/21/2024

**Consent Agenda – August 22, 2024  
Personnel Recommendation**

**New Hires**

**Ginalee Gallozi**  
1.0 Grade 1  
Dublin Elementary  
Effective 8/21/2024

**Isabella Burry**  
1.0 Grade 1  
Loon Lake Elementary  
Effective 8/21/2024

**Lisa Antonio**  
1.0 Kindergarten  
Glengary Elementary  
Effective 8/21/2024

**Jill Guanco**  
1.0 Social Worker  
Geisler Middle School  
Effective 8/21/2024

**Caitlin Shanahan**  
1.0 ASD  
Walled Lake Elementary  
Effective 8/21/2024

**Dean Rumely**  
1.0 Math  
Northern High School  
Effective 8/21/2024

**Lane Gutowsky**  
1.0 Grade 2  
Oakley Park Elementary  
Effective 8/21/2024

**Jacqueline McKirdy**  
1.0 CI  
Glengary Elementary  
Effective 8/21/2024

**Michelle Brown**  
1.0 Social Worker  
Creek Middle School  
Effective 8/21/2024

**Cora Wallen**  
1.0 Art  
Oakley Park Elementary  
Effective 8/21/2024

**Linda Stephan**  
1.0 CI  
Creek Middle School  
Effective 8/21/2024

**Taylor Jacob**  
1.0 Junior Kindergarten  
Meadowbrook Elementary  
Effective 8/21/2024

**Lauren Williams**  
1.0 Orchestra  
Western High School / Smart Middle School  
Effective 8/21/2024

**Deborah Cordill**  
1.0 Grade 4  
Pleasant Lake Elementary  
Effective 8/21/2024

**Marie Walker**  
1.0 Resource Program  
Creek Middle School  
Effective 8/21/2024

**Rosemary Garvin**  
1.0 Counselor  
Geisler Middle School  
Effective 8/21/2024

**Breanna Kauppila**  
1.0 Grade 5  
Guest Elementary  
Effective 8/21/2024

**Katherine Sachs**  
1.0 Art  
Wixom Elementary  
Effective 8/21/2024

**Jessica Davis**  
1.0 Grade 5  
Meadowbrook Elementary  
Effective 8/21/2024

**Jason Berthiaume**  
1.0 CTE  
Central High School / Western High School  
Effective 8/21/2024

**Kellen Adler**  
1.0 Resource Program  
Smart Middle School  
Effective 8/21/2024

**Lauren Phillips**  
1.0 Orchestra  
Central High School / Northern High School  
Effective 8/21/2024

**Consent Agenda – August 22, 2024**  
**Personnel Recommendation**

**New Hires**

**Sarah Gladding**  
1.0 Grade 5  
Oakley Park Elementary  
Effective 8/21/2024

**Consent Agenda – August 22, 2024**  
**Personnel Recommendation**

**Retirements**

**Robert Osborne**

1.0 Grade 5  
Guest Elementary  
Effective 7/15/2024

**Regina Benson**

1.0 Band  
Smart Middle School  
Effective 7/31/2024

**Laura Jarvie**

1.0 English  
Northern High School  
Effective 7/31/2024

**Consent Agenda – August 22, 2024**  
**Personnel Recommendation**

**Resignations**

**Laura Bosak**

1.0 Kindergarten  
Oakley Park Elementary  
Effective 7/12/2024

**Chelsea Goddard**

1.0 Resource Program  
Glengary Elementary  
Effective 8/15/2024

**Becky Joyner**

1.0 CTE  
Central High School  
Effective 8/15/2024

**Charles Marion**

1.0 SEI  
Banks Middle School  
Effective 8/15/2024

**Lavon Shina**

1.0 Counselor  
Creek Middle School  
Effective 8/15/2024

**Laura King**

1.0 ELA  
Creek Middle School  
Effective 8/15/2024

**Catherine Beylerian**

1.0 Social Worker  
Special Services  
Effective 8/19/2024

**Consent Agenda – August 22, 2024  
Personnel Recommendation**

**Leave of Absence**

**Diana Rotondo**  
1.0 Resource Program  
Wixom Elementary  
2024-25



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT**  
**GENERAL FUND BALANCE SHEET - Unaudited**  
**MAY 31, 2024**

**ASSETS**

Cash and Investments	\$ 36,571,364
Accounts Receivable	30,427
Interfund Receivables	1,770,909
Inventories	23,483
Prepaid Costs	335,640
	<hr/>
<b>TOTAL ASSETS</b>	<b>\$ 38,731,823</b>

**LIABILITIES**

Accounts Payable	\$ 200,793
Accrued Payroll Liabilities	2,060,087
Deferred Revenue and Other Liabilities	9,857,723
Interfund Payables	4,973,721
	<hr/>
<b>TOTAL LIABILITIES</b>	<b>17,092,324</b>

**FUND BALANCE**

Prior Year Ending Fund Balance	22,151,548
Current revenues over/(under) expenditures	(512,049)
	<hr/>
<b>TOTAL FUND BALANCE</b>	<b>21,639,499</b>
	<hr/>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 38,731,823</b>



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT**  
**GENERAL FUND STATEMENT OF REVENUE AND EXPENDITURES - Unaudited**  
**JULY 1, 2023 to MAY 31, 2024**

	PRIOR YEAR ACTUAL JUNE 30, 2023	ORIGINAL BUDGET	AMENDED BUDGET 03/07/2024	YEAR-TO-DATE ACTUAL	% of Budget
<b>REVENUE</b>					
<b>LOCAL SOURCES</b>					
Property Taxes	\$ 31,465,668	\$ 31,299,752	\$ 32,024,787	\$ 31,743,574	99%
Tuition and Fees	81,127	66,776	58,885	70,393	120%
Interest Earnings	744,670	476,000	922,000	1,168,162	127%
Other Local Revenue	3,538,338	3,301,669	2,891,479	2,114,575	73%
Total Local Sources	35,829,803	35,144,197	35,897,151	35,096,704	98%
<b>STATE SOURCES</b>	121,607,434	117,094,349	125,188,151	92,967,003	74%
<b>FEDERAL SOURCES</b>	14,219,654	10,013,967	10,572,525	5,622,482	53%
<b>INTERDISTRICT SOURCES</b>	14,362,917	14,779,476	15,254,882	10,805,471	71%
<b>TOTAL REVENUE</b>	<b>\$ 186,019,808</b>	<b>\$ 177,031,989</b>	<b>\$ 186,912,709</b>	<b>\$ 144,491,660</b>	<b>77%</b>
<b>EXPENDITURES</b>					
<b>INSTRUCTION</b>					
<b>Basic Programs</b>					
Elementary Programs	\$ 43,847,380	\$ 42,366,261	\$ 42,125,421	\$ 30,961,949	73%
Middle School Programs	17,915,013	16,839,105	17,123,052	12,679,696	74%
High School Programs	24,919,042	22,653,314	22,968,066	16,900,812	74%
Other Basic Programs	1,410,890	1,487,021	1,575,004	1,283,478	81%
Total Basic Programs	88,092,325	83,345,701	83,791,543	61,825,935	74%
<b>Added Needs</b>					
Special Education	22,411,186	23,055,557	25,569,685	20,212,542	79%
Compensatory Education	4,616,542	4,352,215	6,279,846	4,513,859	72%
Vocational Programs	1,019,768	1,087,714	1,416,931	861,117	61%
Total Added Needs	28,047,496	28,495,486	33,266,462	25,587,518	77%
<b>Adult and Continuing Education</b>	66,159	82,930	133,543	75,388	56%
<b>TOTAL INSTRUCTION</b>	<b>116,205,980</b>	<b>111,924,117</b>	<b>117,191,548</b>	<b>87,488,841</b>	<b>75%</b>
<b>SUPPORTING SERVICES</b>					
Pupil Support	16,211,876	16,386,464	18,097,458	14,162,555	78%
Instructional Support	7,865,638	7,665,724	8,032,012	6,312,244	79%
General Administration	715,018	790,302	920,764	722,795	78%
School Administration	10,572,717	9,791,761	10,118,557	8,711,466	86%
Business Services	2,562,531	2,436,640	2,525,550	2,223,719	88%
Operations & Maintenance	13,162,325	13,550,191	15,138,531	12,497,314	83%
Transportation	6,715,323	6,548,794	6,588,083	5,702,873	87%
Central Support Services	4,208,581	4,531,100	4,788,568	3,958,515	83%
Athletics	2,212,171	2,160,436	2,147,832	2,101,070	98%
<b>TOTAL SUPPORTING SERVICES</b>	<b>64,226,180</b>	<b>63,861,412</b>	<b>68,357,355</b>	<b>56,392,551</b>	<b>82%</b>
<b>COMMUNITY SERVICES/OTHER</b>					
Community Services	221,368	233,911	216,982	244,040	112%
Non-voted Debt Service and Leases	1,138,931	1,090,749	1,090,749	875,710	80%
Transfer to Other Funds	91	100	2,667	2,567	96%
<b>TOTAL COMMUNITY SERVICES/OTHER</b>	<b>1,360,390</b>	<b>1,324,760</b>	<b>1,310,398</b>	<b>1,122,317</b>	<b>86%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 181,792,550</b>	<b>\$ 177,110,289</b>	<b>\$ 186,859,301</b>	<b>\$ 145,003,709</b>	<b>78%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>4,227,258</b>	<b>(78,300)</b>	<b>53,408</b>	<b>(512,049)</b>	
<b>BEGINNING FUND BALANCE</b>	<b>17,924,290</b>	<b>22,151,548</b>	<b>22,151,548</b>		
<b>ENDING FUND BALANCE</b>	<b>\$ 22,151,548</b>	<b>\$ 22,073,248</b>	<b>\$ 22,204,956</b>		



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT  
NOTES TO STATEMENT OF REVENUE & EXPENDITURES  
JULY 1, 2023 to MAY 31, 2024**

**REVENUE**

- Property taxes are largely collected in the summer. As a result, a large percentage of the budget has been realized. The recognition of the deferred Hold Harmless levy will be recognized in June.
- Tuition and fees as well as interest earnings are trending ahead of estimates. The budgets will be adjusted again in the final budget amendment.
- Other local revenue includes indirect fees charged to grants and self-supporting programs which are typically recorded at year-end.
- State Sources consist primarily of State aid payments, which are paid from October 2023 through August 2024. We have received eight of eleven payments, or 73% as of the end of May.
- Federal programs are reimbursed after expenditures have been incurred and there is often a delay in timing before the revenue is received. Final adjustments will be made once the school year is closed out. This process will commence in early July and will be completed prior to the auditors coming for final fieldwork in August.
- Interdistrict sources represent revenues received through Oakland Schools. These sources include PA 18 special education funding (received quarterly), Medicaid (received at the end of the year), and grant funds (received four times per year). The balance is where we expect it to be prior to the fiscal year end in June and, in particular, prior to receiving the final payments for the year.

**EXPENDITURES**

- Teachers have received 18 of 24 pays related to the 2023/2024 contract; therefore, we would expect instructional areas to be at approximately 75% of budget. All other employees have received 22 of 24 pays, or about 92%.
- Other basic programs consist of summer school programs and grant-funded preschool programs. The summer activity causes this line to use the budget quicker than traditional instructional activities.
- Athletics is outpacing the budget due to transportation costs. Due to difficulty getting District buses for athletic trips, buses have had to be outsourced, which is much more expensive. This will be addressed with the final budget amendment.
- Transportation is trending behind budget due to the timing of invoicing. As of the end of May, the District has paid Dean Transportation for services through April.
- Community Services is trending higher due to increased needs identified for Welfare services and for non-public school services. The non-public school services typically are covered by the grants and have been adjusted accordingly for the final proposed budget amendment.



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT  
DISBURSEMENTS  
MONTH ENDING MAY 31, 2024**

<b>FUND</b>	<b>PAYROLL</b>	<b>ACCOUNTS PAYABLE</b>	<b>TOTAL</b>
General Fund	\$ 11,482,534	\$ 2,538,535	\$ 14,021,069
Athletics	40,416	156,473	196,889
Student Activity Funds	-	278,096	278,096
Food Service Funds	262,963	358,374	621,337
Federal Funds	707,685	99,706	807,391
Capital Project Funds	-	3,787,371	3,787,371
Special Revenue Funds	247,994	30,602	278,596
Debt Service Funds	-	382	382
	<u>\$ 12,741,592</u>	<u>\$ 7,249,539</u>	<u>\$ 19,991,131</u>



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT  
INVESTMENT HOLDINGS AS OF MAY 31, 2024**

	<b>WEIGHTED AVERAGE MATURITY</b>	<b>MARKET VALUE</b>
<b>GENERAL FUND</b>		
MILAF Cash Management Money Market Fund	n/a	\$ 1,117,396
MILAF Cash Management MAX Class Money Market	n/a	14,325,760
Michigan CLASS Money Market Fund		1,011,711
<b>GENERAL FUND TOTAL</b>		<b>16,454,867</b>
<b>DEBT FUNDS</b>		
MILAF Cash Management MAX Class Money Market	n/a	14,170,602
Premium Commercial Money Market	n/a	593,860
<b>DEBT FUNDS TOTAL</b>		<b>14,764,462</b>
<b>CAPITAL PROJECTS</b>		
MILAF Cash Management Money Market Fund	n/a	18,639,614
MILAF Cash Management MAX Class Money Market	n/a	7,516
U.S. Treasury Bonds/Notes	9.17 months	74,050,579
Premium Commercial Money Market	n/a	5,041,433
<b>CAPITAL PROJECT FUNDS TOTAL</b>		<b>97,739,142</b>
<b>TOTAL INVESTMENTS</b>		<b>\$ 128,958,471</b>

**WALLED LAKE CONSOLIDATED SCHOOLS  
PURCHASING/FOOD SERVICE DEPARTMENT  
FRESH MADE PIZZA FOR 2024/2025 ELEMENTARY LUNCH PROGRAM  
August 22, 2024**

Administration recently conducted a competitive bid to obtain pricing for fresh made pizza for the 2024/2025 Elementary lunch program. A recap of the bid responses is as follows:

<b>BID TABULATION (Cost per 14" Cheese or Pepperoni Pizza)</b>		
<b>VENDOR</b>	<b>Taste Survey Results (Avg. Total Score)</b>	<b>Twelve Elementary Schools</b>
Cottage Inn Pizza	9.3	\$7.25
Domino's Pizza	6.7	8.00
Marco's Pizza	11	8.24

**Recommendation:** After giving due consideration to price, taste, previous experience, and delivery demands, Administration and the Food Service Department recommend awarding the 2024/2025 Elementary Pizza Bid, with an option to extend by up to five years at the District's discretion, as outlined below. The pizza purchases are to be funded by the Special Revenue Fund – Food Service Fund.

<b>RECOMMENDATION</b>		
<b>Sites</b>	<b>Vendor</b>	<b>Price (per 14" Cheese or Pepperoni Pizza)</b>
Elementary Schools	Marco's Pizza	\$8.24



# Walled Lake Cons School Dist - 2024 FLEX+PRO Renewal (3 years, 17 FLEX, 24 PRO)

## Walled Lake Consolidated Schools

850 Ladd Road, D  
Walled Lake, MI 48390

Reference: 20240812-203101374

Quote published: August 12, 2024

Quote expires: September 11, 2024

## Jennifer Todd

My Path and Our Path Art Teacher

jennifertodd@wlcsd.org

248-417-2054

### Comments from Liz Pate

Hi Jennifer, Please find the quote below to renew 17 FLEX & PRO licenses for Elementary and Middle. Plus 7 PRO licenses licenses for High School for a term of 3 years. A couple of discounts are noted:

- A 50% discount on the addition of PRO Learning.
- A one time discount of \$4334 has been applied.
- Complimentary AOEU Premium Services valued at \$12,888.

As you take the time to review, please let me know what questions I can help address. Thanks! Liz P.

Subscription Term: August 1, 2024-July 31, 2027

## Products & Services

Item & Description	Quantity	Unit Price	Total
PRO Learning   Three Year Term	24	\$1,557.00	\$18,684.00
PRO Learning   Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educators. Includes product training and implementation support.	15		after 50% discount for 3 years

Item & Description	Quantity	Unit Price	Total
FLEX Curriculum   Three Year Term FLEX Curriculum   Customizable curriculum platform with on-demand access to standards-aligned lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.	17	\$2,097.00	\$35,649.00 for 3 years
Premium Services   Three Year Term A comprehensive services package that includes access to AOEU's Customer Success Team + Technical Onboarding + Guided Implementation + On-Demand and Live Product Training Options + Strategic Planning + Content Guidance + Administrator License (1) + Transferable Teacher Licenses + District Class Builder + Access to Advanced Product Training Options + Funding Advocacy	24	\$537.00	\$12,888.00 for 3 years
		One-time subtotal	\$67,221.00 after \$18,684.00 discount
		Premium Services Discount	(\$12,888.00)
		One Time Discount	(\$4,334.00)
		<b>Total</b>	<b>\$49,999.00</b>

### Purchase Terms

To complete your purchase in a timely manner, please provide the following documents:

- Purchase order (PO) and/or payment
- Sales tax exemption form, if applicable

[Click here](#) to review our contract terms and conditions. [Click here](#) to review our company's privacy policy. Enterprise-level user licenses reside with the contract holder and are subsequently transferrable. Payment terms are net 30.

I acknowledge that I have read and understood AOEU's terms and conditions and privacy policy.

**Any questions? Please let me know!**



Liz Pate

School Success Manager

[lizpate@theartofeducation.edu](mailto:lizpate@theartofeducation.edu)

515-750-0234

The Art of Education University

518 Main Street

Suite A

Osage, IA 50461



Learning Ally, Inc.  
 20 Roszel Road, Princeton, NJ 08540  
 Phone: 800-221-4792 | Fax: 609-751-5263  
 www.learningally.org

# Renewal Proposal

Acct. No.	Date	Proposal #
A20001	4/12/2024	44099
Expires		Learning Ally Contact
7/15/2024		Johnson, Lynette

Bill To	Ship To
Catherine Kochanski, Learning Services Walled Lake Consolidated Schools 850 Ladd Rd, Bldg D Walled Lake MI 48390	Educational Services Center Walled Lake Consolidated Schools 850 Ladd Rd Bldg D Walled Lake MI 48390

Attention
Amy Rzeppa Email: amyrzeppa@wlcsd.org Phone: 248-931-3525

Accounts Payable Billing Contact
Email Address: michelleblack@wlcsd.org

#	Item	Options	Rate	Amt
1	Institution Site License Renewal  WALLED LAKE CONSOLIDATED SCHOOLS	Selected School: A20001	\$0.00	\$0.00
1	Medium Building License Renewal with Access for Eligible Students MARY HELEN GUEST ELEM SCHOOL	Selected School: 00507474	\$2,599.00	\$2,599.00
1	Medium Building License Renewal with Access for Eligible Students DUBLIN ELEMENTARY SCHOOL	Selected School: 00507486	\$2,599.00	\$2,599.00
1	Medium Building License Renewal with Access for Eligible Students GLENGARY ELEMENTARY SCHOOL	Selected School: 00507498	\$2,599.00	\$2,599.00
1	Medium Building License Renewal with Access for Eligible Students KEITH ELEMENTARY SCHOOL	Selected School: 00507503	\$2,599.00	\$2,599.00
1	Medium Building License Renewal with Access for Eligible Students OAKLEY PARK ELEMENTARY SCHOOL	Selected School: 00507539	\$2,599.00	\$2,599.00
1	Large Building License Renewal with Access for Eligible Students WALLED LAKE CENTRAL HIGH SCH	Selected School: 00507589	\$3,099.00	\$3,099.00
1	Medium Building License Renewal with Access for Eligible Students WALLED LAKE ELEMENTARY SCHOOL	Selected School: 00507591	\$2,599.00	\$2,599.00
1	Large Building License Renewal with Access for Eligible Students GEISLER MIDDLE SCHOOL	Selected School: 00507606	\$3,099.00	\$3,099.00
1	Large Building License Renewal with Access for Eligible Students WALLED LAKE WESTERN HIGH SCH	Selected School: 00507618	\$3,099.00	\$3,099.00
1	Medium Building License Renewal with Access for Eligible Students WIXOM ELEMENTARY SCHOOL	Selected School: 00507620	\$2,599.00	\$2,599.00
1	Medium Building License Renewal with Access for Eligible Students PLEASANT LAKE ELEMENTARY SCH	Selected School: 03333935	\$2,599.00	\$2,599.00



Learning Ally, Inc.  
 20 Roszel Road, Princeton, NJ 08540  
 Phone: 800-221-4792 | Fax: 609-751-5263  
 www.learningally.org

# Renewal Proposal

Acct. No.	Date	Proposal #
A20001	4/12/2024	44099
Expires	Learning Ally Contact	
7/15/2024	Johnson, Lynette	

#	Item	Options	Rate	Amt
1	Medium Building License Renewal with Access for Eligible Students HICKORY WOODS ELEM SCHOOL	Selected School: 03402902	\$2,599.00	\$2,599.00
1	Large Building License Renewal with Access for Eligible Students SARAH BANKS MIDDLE SCHOOL	Selected School: 04806351	\$3,099.00	\$3,099.00
1	Large Building License Renewal with Access for Eligible Students WALNUT CREEK MIDDLE SCHOOL	Selected School: 04806363	\$3,099.00	\$3,099.00
1	Medium Building License Renewal with Access for Eligible Students MEADOWBROOK ELEMENTARY SCHOOL	Selected School: A37927	\$2,599.00	\$2,599.00
1	Medium Building License Renewal with Access for Eligible Students LOON LAKE ELEMENTARY SCHOOL	Selected School: A54509	\$2,599.00	\$2,599.00
1	Large Building License Renewal with Access for Eligible Students Walled Lake Northern High School	Selected School: 11966229	\$3,099.00	\$3,099.00
1	Large Building License Renewal with Access for Eligible Students Clifford H Smart Middle School	Selected School: 11966230	\$3,099.00	\$3,099.00
1	Medium Building License Renewal with Access for Eligible Students Commerce Elementary School	Selected School: 11966231	\$2,599.00	\$2,599.00
			<b>Subtotal</b>	\$52,881.00
Transition discount for renewal purchase				(\$21,427.04)
			<b>Total</b>	\$31,453.96

In order to maintain access for your Students and Educators to the Learning Ally Audiobook Solution beyond June 30,2024, please **indicate your commitment to renew** your membership for the coming school year.

**WALLED LAKE CONSOLIDATED SCHOOLS** agrees and commits to pay Learning Ally \$31,453.96 for a one year license of Learning Ally's Audiobook Solution. The term of this agreement shall start from July 1, 2024 and run through June 30, 2025.

By signing this Learning Ally proposal, **WALLED LAKE CONSOLIDATED SCHOOLS** understands and agrees that this commitment is legally binding for the payment listed above.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 Expected PO or Check Date: \_\_\_\_\_



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 20 Roszel Road, Princeton, NJ 08540  
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# Renewal Proposal

Acct. No.	Date	Proposal #
A20001	4/12/2024	44099
Expires	Learning Ally Contact	
7/15/2024	Johnson, Lynette	

The Learning Ally Solution includes:

- 24/7 unlimited access to the Learning Ally online library of 80,000+ human-read audiobooks, including titles with highlighted text, available on iOS (iPad, iPod Touch, iPhone), Android (version 5.0 and higher), MAC, PC and Chromebook
- Educator Portal for progress monitoring and reporting of student reading data
- Customized resources based on individual needs analysis for every enrolled educator
- Goal setting program and resources to get reluctant readers reading
- An online implementation Success Plan, tools, resources and workshops to ensure a successful launch
- Ongoing communications and support from an Educator Success team member to help every enrolled educator through each stage of the solution
- Games and Contests with prizes to reward students' reading progress
- Your acknowledgment of this document agrees to our Terms and Conditions at <https://learningally.org/Terms-of-Service>
- Customer support M-F from 8:30 AM - 6:00 PM EST/EDT or email: CustomerCare@LearningAlly.org

## Payment Methods

Credit Card Number: \_\_\_\_\_ Exp: \_\_\_\_\_ (MM/YY)  
 Name on Credit Card: \_\_\_\_\_ CVV: \_\_\_\_\_  
 Cardholder Signature: \_\_\_\_\_

Purchase Order: PO # \_\_\_\_\_ (Please attach PO)

Check (payable to Learning Ally)

Please provide the contact information for the person responsible for implementing/overseeing the program:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## Payment Options

To pay via Credit Card, call 800-221-4792. To pay with a Purchase Order, send via email to [accounts@learningally.org](mailto:accounts@learningally.org), fax to 609-751-5263, or mail to 20 Roszel Road, Princeton, NJ 08540.

Checks can be mailed to 20 Roszel Road, Princeton, NJ 08540.



# ZEROEYES™

## Sales Quote / Order Form

Create Date: 7/29/24

Bill to: Walled Lake Consolidated Schools

Exp. Date: 8/30/24

850 Ladd Road

Quote No.: 07292024-051

Walled Lake, MI 48390

Term - 5 year	# of Camera Streams	Subtotal
Weapon Detection Service - Year 1	Up to 740	\$500,000.00
Weapon Detection Service - Year 2	Up to 740	\$37,500.00
Weapon Detection Service - Year 3	Up to 740	\$37,500.00
Weapon Detection Service - Year 4	Up to 740	\$37,500.00
Weapon Detection Service - Year 5	Up to 740	\$37,500.00
<u>One-Time</u> – Platform Fee / Security & Network Infrastructure Integration  (* See Point 3 in Terms & Conditions )		\$15,000.00

Customer Signature / Customer Name (typed) / Date  
Walled Lake Consolidated Schools

Company Signature / Company Name (typed) / Date  
ZeroEyes, Inc.

*Order "Effective Date" begins upon the date of Customer Signature*

### TERMS AND CONDITIONS

- By signing this Sales Quote, the Customer has read, acknowledged, and agreed to the terms and conditions set forth in the signed Subscription Agreement attached separately.
- Pricing is strictly confidential.
- If paying annually, the Platform Fee is added to the 1<sup>st</sup> year's invoice – **See Addendum for payment schedule**
- Physical surveys will be charged an additional \$3,000.00 per onsite visit.
- Maximum of ten application users up to 500 cameras. Can add one additional user for every 50 cameras purchased beyond 500.
- If you have any questions on this proposal, feel free to contact Bryan St. Bernard, at your convenience by email at: [bryan@zeroeyes.com](mailto:bryan@zeroeyes.com) or via phone at: 586-817-6690.

WE WILL BE IN TOUCH WITH YOU SOON TO ARRANGE A FOLLOW-UP CONVERSATION REGARDING THIS PROPOSAL.  
THANK YOU FOR YOUR CONSIDERATION.



# ZEROEYES™

## Addendum – Payment Schedule

The following sets forth the payment schedule for ZeroEyes deployment at Walled Lake Consolidated Schools:

- NET 30 Post Purchase Order - 50% of the Annual Contract Value (ACV = \$130,000), plus the one-time platform fee is remitted
  - Amount due within NET 30 Post Purchase Order: \$80,000.00 (50% = \$62,000 + \$15,000 one-time platform fee)
- NET 15 Post IT Data Collection Phase - 25% of the Annual Contract Value is remitted
  - Amount due within NET 15 Post IT Data Collection: \$32,500
- NET 15 Go Live - Remaining 25% of the Annual Contract Value is remitted
  - Amount due within NET 15 Go Live: \$32,500
- Remaining funds outlined in year one must be remitted within 364 days of contract start date
  - This ensures compliance with the requirements outlined in MI PA 103, Section 97i
  - Amount due within 364 days of contract start date:
- Year 2 - NET 30 from Renewal - 100% of Annual Contract Value is remitted as the service is live

---

Customer Signature / Customer Name (typed) / Date  
Walled Lake Consolidated Schools

---

Company Signature / Company Name (typed) / Date  
ZeroEyes, Inc.

### TERMS AND CONDITIONS

1. **By signing this Sales Quote, the Customer has read, acknowledged, and agreed to the terms and conditions set forth in the signed Subscription Agreement attached separately.**
2. Pricing is strictly confidential.
3. If paying annually, the Platform Fee is added to the 1<sup>st</sup> year's invoice – **See Addendum for payment schedule**
4. Physical surveys will be charged an additional \$3,000.00 per onsite visit.
5. Maximum of ten application users up to 500 cameras. Can add one additional user for every 50 cameras purchased beyond 500.
6. If you have any questions on this proposal, feel free to contact Bryan St. Bernard, at your convenience by email at: [bryan@zeroeyes.com](mailto:bryan@zeroeyes.com) or via phone at: 586-817-6690.

WE WILL BE IN TOUCH WITH YOU SOON TO ARRANGE A FOLLOW-UP CONVERSATION REGARDING THIS PROPOSAL.  
THANK YOU FOR YOUR CONSIDERATION.

## **Subscription Agreement**

This Subscription Agreement (“Agreement”) is made and entered into by and between ZeroEyes, Inc. (“Company”) and Walled Lake Consolidated Schools (“Customer”, with each being a “Party” and together the “Parties”), as defined in the Order Form (Order) attached above or entered into by Company and Customer separately. This Agreement is effective as of the Order Effective Date, as specified in the first Order entered into by the Parties (the “Effective Date”).

A. The Company develops and commercializes a cloud-based platform and related services for Weapon detection, including Software-as-A-Service (SAAS) functionality, and other related software and services; and

B. Company and Customer desire to enter into this Agreement to enable Customer to receive certain services and license certain software from Company under this Agreement as specified in one or more Orders and/or SOWs.

*In consideration of the mutual promises and covenants set forth in this Agreement, the Parties, intending to be legally bound, hereby agree as follows.*

### **1. Definitions.**

1.1 Definitions. Unless specifically defined below, capitalized terms are defined in Schedule A below.

### **2. Subscription Services and Professional Services.**

2.1 License. Subject to Customer’s compliance with this Agreement, Company grants to Customer a non-exclusive, non-assignable (except as permitted in Section 8.3 below) license to receive the Subscription Services from Company, and to use the Subscription Services described in each Order, in the form provided by Company, during the applicable Subscription Term specified in that Order, and subject to any additional limitations specified in each Order. The foregoing license includes the right for Customer to permit the Authorized Users to receive, access and use the Subscription Services within the scope of the foregoing license granted to Customer, and otherwise subject to this Agreement. The licenses granted herein (and the related payment obligations) commence on the Effective Date unless the Order states otherwise. The Customer acknowledges and agrees that the Equipment delivered and setup as part of the Platform Setup Services (as defined below) contains preinstalled Software providing access to the Subscription Services even if the monitoring Services commence following the delivery of the Equipment and/or the Effective Date.

2.2 Weapon Detection and Image Screening. As part of the Subscription Services, upon receiving an Image from the Equipment, Company will provide the following services to Customer:

(a) Promptly after receiving such Image from the Equipment, the Operator will view the Image in an attempt to determine if the Image portrays someone with a Weapon. If the Operator determines that there is reasonable cause to conclude that the Image portrays someone with a Weapon, the Operator will initiate an Alert and transmit Data to the Authorized Users in accordance with the Company’s then current policies, procedures or practices and thereafter continue to transmit such additional Alerts and Data as may be received from the Equipment. Company will transmit all Alerts and Data in accordance with the Company’s then current policies, procedures or practices applicable to the transmission of Alerts and Data.

(b) If after reviewing the Image received from the Equipment the Operator determines that there is reasonable cause to conclude that the Image does not portray someone with a Weapon, Operator will take no further action (other than to log the Image). Operator will make all such determinations in Operator’s sole and absolute discretion.

2.3 Updates and Security. Company may update the Subscription Services and the applicable specifications from time to time at no additional cost to the Customer, including to improve or add new functionality to the Subscription Services, or to reflect changes in laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third party services or content (as defined below). Customer will reasonably cooperate with Company to help secure the Subscription Services as requested by Company from time to time, including to help Company install security patches and deploy other risk mitigation or prevention techniques. Company may suspend Customer’s access to the Subscription Services at any time in case of actual or suspected security risks or threats to the Subscription Services, in which case Company will notify Customer of the respective issue as soon as reasonably possible.

2.4 Use of Services. Customer will not itself, and will not permit others to: (a) use the Subscription Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain

letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Subscription Services; (c) perform or disclose any performance or vulnerability testing of the Subscription Services without Company's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Subscription Services; (d) use the Subscription Services to perform cyber currency or crypto currency mining, (e) share passwords among Authorized Users, or otherwise permit more than one Authorized User to access the Subscription Services using a single corresponding account, ((a) through (e) collectively, the "Use Policy"). In addition to its other rights and remedies under this Agreement, Company has the right to take immediate remedial action if Customer violates or permits the violation of the Use Policy, including to remove or disable access to material that violates the Use Policy. It is agreed that the Company may use Data related to Customer's account, in connection with the Company providing the Subscription Services. Customer further agrees that the Company may copy, store, process, analyze and display such Data relating to Images through the Subscription Services and hereby grants to the Company an irrevocable, non-exclusive, transferable, royalty-free, right and license to use Data relating to Images for the purposes of improving or validating the performance of the Subscription Services. The Company at its option reserves the right to retain Data being accessed or received by the Subscription Services at its discretion. Customer will ensure that all passwords and all access to the accounts held by Authorized Users within the Subscription Services are kept secure and confidential, and Customer will be responsible for all access and losses that may occur to the extent caused by security lapses, failure to keep confidential access credentials, or other misconduct by Authorized Users.

2.5 Third Party Services. The Subscription Services may rely on technology or services not provided by Company (e.g., the Customer's computers or network infrastructure, data transmissions over the Internet or local networks, and other factors outside the control of Company) ("Third Party Services"). Consequently, Customer assumes the risk that certain functionalities of the Subscription Services may not be available from time to time to the extent that such functionalities rely on Third Party Services. Company shall have no liability in connection with this Agreement for any loss in functionality of the Subscription Services to the extent such loss is caused, directly or indirectly, by Third Party Services.

2.6 Customer Obligations. Customer will comply with Schedule B (Customer Responsibilities).

2.7 Professional Services. Company shall use commercially reasonable efforts to perform the Professional Services as set forth in applicable mutually executed Orders and/or SOWs. Each such Order and/or SOW, as applicable, will include, at a minimum: (a) a description of the scope of Professional Services, (b) any work product or other deliverables to be provided to Customer (each a "Deliverable"), (c) the schedule for the provision of Professional Services, and (d) the applicable fees and payment terms for such Professional Services. All SOWs shall be deemed part of and subject to this Agreement. If there is any inconsistency between an SOW and this Agreement, this Agreement shall control. If either Customer or Company requests a change to the scope of Professional Services described in a SOW, the Party seeking the change shall propose such change by written notice. Promptly following the other Party's receipt of the written notice, the Parties shall discuss and agree upon the proposed changes. Company will prepare a change order document describing the agreed changes to the SOW or Order and any applicable change in fees and expenses (a "Change Order"). Change Orders are not binding unless and until executed by both Parties. Executed Change Orders shall be deemed part of, and subject to, this Agreement. Company and Customer shall cooperate to enable Company to perform the Professional Services according to the dates of performance and delivery terms set forth in each Order or SOW, as applicable. In addition, Customer shall perform any Customer obligations specified in each Order and SOW. In the event the Professional Services are not performed in accordance with the terms of the applicable SOW, Customer shall notify Company in writing no later than thirty calendar days after performance of the affected Professional Services by Company. Customer's notice shall specify the basis for non-compliance with the Order or SOW, as applicable, and if Company agrees with the basis for non-compliance, then at Company's sole option, Company shall re-perform the Professional Services at no additional charge to Customer or refund to Customer the applicable fees for the affected Deliverable or Professional Service. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO PERFORMANCE OR NON-PERFORMANCE OF THE PROFESSIONAL SERVICES. Without limiting the foregoing, each initial Order shall include, as part of the Professional Services, the Platform Setup Services (as defined below). Promptly following the execution of an initial Order, if specified in such Order and subject to the payment of the Platform Fee specified therein, Company shall promptly deliver to the location designated on the Order the Equipment specified thereon and shall perform those acts that are reasonably necessary to onboard the Customer onto the Subscription Services (collectively, the "Platform Setup Services").

### **3. Financial.**

3.1 Fees. The fees for Subscription Services and the Platform Setup Services are set forth in applicable Orders and/or SOWs entered into by Company and Customer.

3.2 Payments. Customer will pay all amounts specified under each Order that was accepted by both Customer and Company or otherwise due under this Agreement. Unless otherwise agreed upon by Customer and Company in an Order, all payments for Platform Fees and the initial recurring monthly Subscription Service Fees are due in full based on the invoice issued on the earlier of the (i) Go Live Date, or (ii) date which is 30 days after the Order Effective Date. All payments owed under this Agreement by Customer (including subsequent recurring month Subscription Service Fees) are due within thirty (30) days of date of the invoice from Company. In the event that the Customer continues using or accessing the Subscription Services beyond the Term, the Customer will be charged for a full month for each month (or partial month) the Subscription Services are used or accessed. Payments that are not made on time by Customer will bear interest at the rate of 1% of the unpaid balance per month (or the maximum amount allowed by law, if lower). Costs of collection for late or unpaid amounts under this Agreement (including any applicable legal fees and other collection fees and expenses) will be paid by Customer.

3.3 Scope of Use. Customer will limit use of the Subscription Services in accordance with any limitations specified in each Order, including any limits on the number of Authorized Users. If Customer exceeds the number of Authorized Users specified in an Order, Company has the right to block access to the Subscription Services by the additional Authorized Users, or to invoice Company for the additional number of Authorized Users. Customer will pay all amounts invoiced by Company under this Section 3.3 within thirty days of receiving the invoice.

3.4 Taxes. Prices specified under this Agreement are net of taxes. To the extent that Customer can provide a tax exempt certificate not including sales and use taxes, withholding taxes, gross receipts taxes, ("Taxes") are applicable to the payments made by Customer to Company under this Agreement

3.5 Currency. Unless otherwise agreed in writing by the Parties, all amounts under this Agreement are stated and calculated, and will be paid in United States Dollars (\$ U.S.) to a bank account designated by Company in the USA.

#### **4. Intellectual Property**

4.1 Ownership and Reservation of Rights. Except for the right to use the Subscription Services in accordance with Section 2, Company owns and will retain all right, title and interest in and to the Subscription Services and all related Software and other technology used to deliver the Subscription Services, and to all IP Rights in and to all such Subscription Services, Software, other technology and Equipment other than cameras. Company will retain ownership of its own respective technology (including software and hardware), services and IP Rights. The Company shall be the sole owner of any IP Rights and new work product that relate to Company's technology and services (including the Subscription Services and Software), including any improvements, modifications or extensions of such technology and services, or that are otherwise developed by Company in connection with any other services performed by Company for Customer in connection with the Subscription Services. Neither Party intends to grant, and neither Party does actually grant in connection with this Agreement any license or other right that is not expressly stated in this Agreement with respect to any IP Rights, Subscription Service, or Software, whether by implication, statute, inducement, estoppel or otherwise, and Company and Customer each hereby reserves all of its rights other than the rights expressly granted in this Agreement. Customer hereby assigns to the Company any IP Rights developed by the Customer with respect to the Subscription Services and all related Software and other technology used to deliver the Subscription Services, and to all IP Rights in and to all such Subscription Services, Software and other technology. Each Party will reasonably collaborate with the other Party to assist the other Party to perfect its ownership and rights to any IP Rights assigned to the other Party under this Agreement.

4.2 Intellectual Property Indemnification. Company agrees to indemnify, hold harmless and defend Customer against any claim or action brought by any third party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Subscription Services in accordance with this Subscription Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Company shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the Parties to this Subscription Services agree otherwise in writing.

.1 Notice. Customer shall give Company prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Customer's use of the Subscription Services.

.2 Alternatives. In the event of a claim or action under this Paragraph, Company may, in its sole discretion, (a) procure for Customer the right to continue using the Subscription Services; (b) provide a substitute of equal or greater quality, non-infringing Subscription Services; or (c) terminate this Subscription Agreement and refund the Subscription Fees paid by Customer hereunder, as well as all reasonable losses related to the infringing Subscription Services

**NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, COMPANY'S LIABILITY UNDER THIS SECTION 4.2 FOR DAMAGES AND ITS LIMITATION OF LIABILITY LIMITING THE AMOUNT PAID TO CUSTOMER HEREUNDER DOES SHALL NOT BE LIMITED TO THE SUBSCRIPTION FEES SET FORTH IN THE SOW FOR DAMAGES ARISING OUT OF ANY TORT ACTION OR CLAIM.**

**5. Confidentiality.**

5.1 Each Party will comply with the confidentiality obligations in Schedule C (Confidentiality).

**6. Warranties and Disclaimers**

6.1 Warranties. With respect to each Subscription Service made available by Company to Customer under an Order, Company warrants to Customer that the respective Subscription Service (excluding Third Party Services), subject to the Customer's compliance with this Agreement, will operate substantially in accordance with Section 2.2 . The foregoing warranty in this Section 6.1 will remain in effect for the duration of applicable Order.

6.2 Performance. Each Party warrants and represents that it is a corporation or other legal entity duly organized, validly existing and in good standing with the applicable authorities, and that it has all necessary corporate power and authority to execute and deliver this Agreement and each Order executed by it, and perform its obligations under this Agreement and such Order.

6.3 Compliance with Laws. Each Party shall comply, in all material respects, with all laws, rules and regulations applicable to its business and operations in connection with this Agreement. Customer will comply with all applicable laws and regulations while using the Subscription Services in connection with this Agreement, including any employment and privacy laws applicable to the Customer's personnel whose data may be processed through the Subscription Services, and will, to the extent permitted by applicable law, without regard to Section 6.6, indemnify and hold Company harmless from any claims brought against Company or its personnel and affiliates as a result Customer's noncompliance with such laws, rules or regulations.

6.4 Licenses and Permits. The municipality where a Premises is located may require a license, permit or other approval for the use of the Subscription Services. Customer is solely responsible for complying with such obligations and providing Company with any then current license, permit number or approval. Company makes no promise of the installation of any Equipment or commencement of the Subscription Services by any particular date and shall not be liable for any loss, damage or expense resulting from any delay. Title in the Equipment shall remain with the Company at all times. Customer shall, at Company's expense, take all reasonable action required by Company to further evidence and maintain Company's rights in and to the Equipment. Customer warrants to Company that Customer will comply with Schedule B.

6.5 Mutual Disclaimers. EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, NEITHER COMPANY, NOR CUSTOMER PROVIDES ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, TO EACH OTHER OR TO ANY THIRD PARTY, WITH RESPECT TO ANY PRODUCTS OR SERVICES (INCLUDING ANY IP RIGHTS, SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES SOFTWARE OR CONTENT), AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE OR USAGE. As Customer's sole and exclusive remedy for any warranty breach by the Company under this Section 6, Company will make commercially reasonable efforts to address any material deviations from the applicable Company documentation that may occur in the operation of Subscription Services and to work with Customer in good faith to address such deviations.

6.6 Mutual Limitations. Neither Party will be liable for any costs of procurement of substitute deliverables or other products or services, nor for any loss of business, loss of use or of data, interruption of business, lost profits or goodwill, or other indirect, special, incidental, exemplary or consequential damages of any kind arising in connection with this Agreement, even if it has been advised of the possibility of such loss, and notwithstanding any failure of essential purpose of any limited remedy. This exclusion includes any liability that may arise out of third-party claims. Except for the obligation to pay the fees due for Subscription Services in the normal course of this Agreement under applicable Orders, under no circumstances shall the total and aggregate liability of all kinds arising out of or related to this Agreement and all Orders, regardless of the forum and regardless of whether any action or claim is based on contract, indemnification obligations, or otherwise, exceed for the Company at any point in time the total amount paid to Company under this Agreement for the Subscription Services giving rise to such liability over the three (3) years prior to that point in time. The foregoing limitation in this Section 6.6 is cumulative, with all payments for claims or damages being aggregated to determine satisfaction of the limit, and the existence of one or more claims will not enlarge that

limit. Each Party acknowledges that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

## **7. Term and Termination**

### **7.1 Term.**

(a) This Agreement becomes effective on the Effective Date and will continue in effect until terminated in accordance with this Section 7 (“Term”).

(b) This Agreement shall renew on the mutual written agreement of the Parties.

### **7.2 Termination.**

(a) Termination for Convenience. Either Party may terminate this Agreement or any Order or SOW, in whole or in part, at any time, by giving prior 60-day written notice of termination to the other Party, except that neither Party may terminate for convenience (i) any Order, before the end of all Subscription Terms defined in that Order, or (ii) this Agreement, until all Subscription Terms included in all Orders have expired.

(b) Termination for Cause. This Agreement may also be terminated immediately, by written notice, (i) by either Party in the event of a material breach of this Agreement by the other Party if the circumstances that led to such breach remain uncured for 30 days from receipt of written notice of default, or (ii) by either Party if the other Party ceases to do business, makes an assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or other insolvency proceeding.

7.3 Effect of Termination. The provisions of Sections 1, 3 (to the extent payments remain due after the termination or expiration date), 4, 5, 6.5, 6.6, 7.3 and 8 and Schedules A and D will survive any termination or expiration of this Agreement.

## **8. General**

8.1 Insurance. During the Term of this Agreement and for at least three years after any termination or expiration of this Agreement, each Party will maintain insurance policies with financially sound and nationally reputable insurers rated A-VII or better by A.M. Best Company as follows: (a) Commercial General Liability Insurance with limits of at least \$1 Million per occurrence and at least \$2 Million in the aggregate; (b) Workers’ Compensation and Employers’ Liability Insurance, of the type and amount required by laws and regulations applicable to that Party under this Agreement; and (c) coverage for Cyber and Privacy liability arising out of technology services, including invasion of privacy violations and data security breach of networks that are under that Party’s control, with a limit of at least \$1 Million per occurrence and at least \$1 Million in the aggregate. Each Party will provide the other party with certification of such insurance upon request. Customer will be named an “additional insured” on policies that permit such addition.

8.2 General Indemnification - Company agrees to indemnify, defend and hold harmless Customer, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of the (a) gross negligent act or willful misconduct of the Company, its officers, directors, employees, partners, successors, assignees, contractors and agents or (b) negligence with respect to the behavior of Company personnel while physically on Customer premise, Customer agrees to notify Company by written notice, promptly upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement.

8.3 Publicity; Use of Name. Company may publish, advertise or otherwise make known the existence of this Agreement, including, without limitation, Customer’s use of the Services. Company shall have the right to state factually on any of its websites and other advertising or promotional materials that Customer is a customer of the Company without seeking prior approval from Customer.

8.4 Assignment. Neither Party may assign this Agreement or any Order without the express consent of the other Party, except that either Party may assign this Agreement (together with all Orders) without the need to obtain such consent in connection with a corporate reorganization or a sale or transfer of all or substantially all of its stock, assets or business relating to this Agreement, provided that the assignee agrees to assume this Agreement and be bound by its terms.

8.5 Notices. All notices or other communications relating to the performance, enforcement, or other legal aspects of this Agreement will be in writing and will be personally delivered or sent by overnight courier service to each Party, as applicable, at the address set forth in the preamble of this Agreement or in a relevant Order. Any other communications between Customer and Company, including relating to the technical and business collaboration under specific Orders or SOWs, may be

conducted over telephone, email, or by other means reasonable under the circumstances and mutually acceptable to Customer and Company.

8.6 Relationship of Parties. The Agreement does not create and will not be construed as creating any relationship of agency, franchise, fiduciary duty, partnership, or employment between the Parties. Accordingly, neither Party will have the authority, either express or implied, to make any contract, commitment or representation, or incur any debt or obligation on behalf of the other Party. This Agreement and relationship are not exclusive for either Party.

8.7 Applicable Law and Venue. This Agreement and all claims relating to the relationship of the Parties contemplated herein, whether or not arising directly under this Agreement, will be governed by and construed and interpreted in accordance with the laws of the State of Michigan, USA, applicable to contracts entered into and to be performed within that state. Customer and Company hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Company and Customer hereby irrevocably consent to the personal jurisdiction and venue of any State or Federal court located in Michigan, USA.

8.8 Injunctive Relief. Notwithstanding anything to the contrary in this Agreement, in the event of a breach under Schedule C (Confidentiality), each Party, without limiting any of its other respective rights or remedies, will be entitled to specific performance and injunctive and/or equitable relief, in addition to other remedies afforded by law, to protect its interests.

8.9 Force Majeure. Each Party will be excused from performance and will not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of that Party, including but not limited to, war (whether an actual declaration thereof is made), sabotage, insurrection, riot or other act of civil disobedience, actual or threatened act of terrorism or of any other public enemy, hacking or other cyber-attacks, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this contract or otherwise, judicial action, labor dispute, accident, defaults or suppliers, fires, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical or yield failures.

8.10 Construction. For purposes of this Agreement, unless otherwise required by the context: the singular number will include the plural, and vice versa; the verb “may” indicates a legal right to perform the respective activity but does not establish a legal obligation to perform that activity; and the words “include,” “including” and “for example,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.” The headings in this Agreement are for convenience of reference only and will not be referred to in connection with the construction or interpretation of this Agreement. English is the official language of this Agreement. This Agreement may be translated and/or executed in languages other than English, but the Parties agree that the English version will control. Each Party waives any rights that it may have under the laws of any country or jurisdiction to have this Agreement written in any local language, or interpreted or superseded by local law in those countries.

8.11 Miscellaneous. No amendment or modification of this Agreement will be valid or binding upon the Parties unless made in writing and executed by authorized representatives of each Party, except as otherwise expressly provided in this Agreement. This Agreement includes all of the attached Schedules, and all such Schedules are expressly incorporated and made a part of this Agreement. This Agreement supersedes all prior agreements and understandings, including oral representations, between the Parties relating to its subject matter. In case of any discrepancy between this Agreement and any SOW, Purchase Order, Quotation or other document, the terms of this Agreement will prevail. Waiver of breach of any provision of this Agreement on any occasion will not be deemed a waiver of that provision or of any other provision on any other occasion, nor will such waiver affect the right of either party to terminate this Agreement. If any provision in this Agreement is held to be invalid or unenforceable for any reason, such provision will, to the extent of such invalidity or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other clause in this Agreement, and the provision will be replaced with a provision which, to the extent permitted by applicable law, achieves the purposes intended by the invalid or unenforceable provision. This Agreement may be executed in counterparts.

[Signature Page Follows]

*IN WITNESS WHEREOF*, the Parties have caused this Subscription Agreement to be executed as of the Effective Date.

<b>Walled Lake Consolidated Schools (Customer)</b>	<b>ZEROEYES, INC.</b>
--	-----------------------

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## Schedule A

### Definitions

1. “Alert” means Data (including photographic images) the Company sends to Authorized Users (including Responders) if the Image Screening Service indicates the presence of a Weapon at the Premises.
2. “Authorized User” is an individual authorized by Customer to access the Subscription Services on behalf of Customer and for the Customer’s internal business purposes, and otherwise in accordance with this Agreement. Examples of Authorized Users include employees of Customer assigned to administer and manage the Subscription Services on behalf of Customer under this Agreement. For clarification, unless approved by Company in writing (email acceptable), Customer will ensure that each Authorized User is a natural person, and not a legal entity.
3. “Data” means any form of data or information obtained, accessed or received via the Subscription Services, including any Alerts, Images, other video or audio and data relating to the Customer accounts.
4. “Equipment” means any equipment installed at a Premises to enable Customer to access and use the Services. Equipment may include video cameras, video management system, DVR, NVR and any similar or related systems, software or equipment installed at the Premises or that otherwise function as, or comprises a part of, such system, software or equipment (no matter where located), including any LAN or other network used to transmit or receive Data or Images.
5. “Go Live Date” means the earlier of the date when the Subscription Services are available for use by the Customer or within 30 days after the Effective Date under the Order Form.
6. “Image” means those still photographic images of a Weapon and contiguous images that the Operators and the Authorized Users may receive and review as part of the Subscription Services.
7. “IP Rights” means any and all intellectual property rights anywhere in the world, including all (a) patents, including utility patents, design patents, utility models, industrial designs, statutory registrations and all other equivalent or similar rights anywhere in the world in inventions and discoveries, together with any applications thereof (“Patents”), (b) copyrights and all other similar rights in Software, documentation, and other works of authorship (“Copyrights”), (c) mask work rights, (d) trade secrets rights and other similar rights in oral and written confidential information, know-how, documentation, technology and Software (“Trade Secrets”), (e) rights in all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, and applications therefore (“Trademark Rights”), (f) rights in mask works, chip topographies, and chip or product layouts and designs; (g) rights in all moral and economic rights of authors and inventors, however denominated; and (h) any other similar, corresponding or equivalent rights to any of the foregoing related to any technology, hardware, software or services.
8. “Monitoring Facility” means the facility at which Operators review Images as part of the Subscription Services.
9. “Operator” means Company’s employees or subcontract personnel at the Monitoring Facility who provide the Image Screening Service.
10. “Premises” means each premises for which Customer purchases any Subscription Services from Company.
11. “Professional Services” means implementation, training or consulting services that Company may perform as described in an Order and/or SOW executed by the Parties.
12. “Responder” means any emergency responder, including any police or other sworn officer, any school resource officer or any medical responder.
13. “Subscription Services” means services made available by Company to Customer under this Agreement on a recurring basis, as specified in an Order. Subscription Services may include SAAS services, API access, and other cloud-based services.
14. “Subscription Term” means, with respect to each item of Subscription Services included in each Order, the term specified in that Order for that item of Subscription Services.
15. “Order” means each order form entered into by the Parties and referencing this Agreement. Orders may be submitted and accepted electronically or in writing.
16. “SAAS” means Software-as-a-Service offerings, as generally known in the industry.
17. “Services” means any Subscription Services and any other services provided by Company to Customer under this Agreement, as particularly specified in an Order or in an SOW.

18. “Software” means (i) computer software and code, in the form made available by Company (whether in source code or object code), including any and all software implementations of algorithms, models and methodologies, assemblers, scripts, macros, applets, compilers; development tools, design tools and user interfaces; (ii) databases and compilations, including any and all data (including technology, image and sound data), whether machine readable or otherwise; (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and (iv) all documentation, including user manuals and training materials, relating to any of the foregoing. Examples of Software include cloud-based Software providing SAAS functionality, mobile apps, client device software, edge computing software modules, and applicable programming interfaces (APIs).

19. “Statement of Work” or “SOW” means each document entered into by the Parties and referencing this Agreement setting forth Professional Services to be performed hereunder. SOWs may be submitted and accepted electronically or in writing.

20. “Weapon” means a handgun or a rifle.

Schedule B

Customer Responsibilities

Customer will comply with the following:

1. Connectivity. Customer will ensure that (a) the Equipment has adequate and continuous power and Internet connection, (b) Customer and its Authorized Users use an Internet browser meeting the requirements specified by Company to access and use the Subscription Services, and (c) the Equipment is able to acquire, process and transmit Images in real time to Company and Operators. Customer understands that if Internet is not reliable or is not available for any reason, the Equipment will not be able to send Images as necessary for the Subscription Services, and the Subscription Services, including **Weapon** detection, would be correspondingly affected or made impossible. Customer agrees to comply with the provisions of this Section 1 of Schedule B to enable Go Live Date no later than 30 days after the Order Effective Date.
2. Camera Quality. Customer will ensure that all cameras which Customer directs to be processed by the Equipment meet the minimum requirements set forth in ZeroEyes' Camera Quality Assurance Policy ("Camera Policy"). Company retains the right to discontinue monitoring Alerts from cameras which do not meet the Camera Policy's minimum requirements. Company shall provide at least seven (7) days written notification to Customer prior to discontinuing monitoring; provided however failure to adhere to the Camera Policy will result in the degradation of the performance of the Subscription Services. In the case of fisheye cameras, Customer shall utilize four camera stream licenses at prices in the Order Form, to enable the dewarping and further analysis by Company's Equipment.
3. Data is Necessary to the Subscription Services. Company is able to provide the Subscription Services only if Operators timely receive Data and Images at the Monitoring Facility. Video received from cameras may be affected by any number of circumstances, including darkness or limited light, sunlight, spotlights, atmospheric conditions, the condition of the camera, including the lens, age and quality, camera location and positioning and system settings as well as issues respecting the Equipment or the transmission of video on the Equipment. Transmission of Data and Images from the Equipment, regardless of the communications equipment or communications Subscription Services used, may be interrupted, circumvented or otherwise compromised for any number of reasons. If the communications equipment or communications service is inoperative or interrupted by any cause, there will be no indication of an interruption unless Customer elects to use and pay for technology that detects and reports such an interruption. Customer may also elect to use redundant or back-up communication equipment or communications service. The accuracy of any location-based functionality may be limited and may not permit others to identify the location of the subject precisely or at all. Customer agrees to comply with the provisions of this Section 2 of Schedule B to enable Go Live Date no later than 30 days after the Order Effective Date.
4. Certain Customer Responsibilities. Customer is solely responsible for (i) maintaining adequate data privacy and cyber-liability protections for all of Customer's systems, including the Equipment and any local area network or other networks, owned or otherwise used by Customer, including after the time in which Customer may have modified (or caused others to modify) network settings to permit Company to provide the Subscription Services; (ii) each Authorized User's use of and access to the Subscription Services; (iii) ensuring that Company has reasonable access to the Equipment when Company personnel (or subcontractors) are on a Premises to perform any work, including the installation, servicing or removal of the Equipment from the Premises; (iv) the receipt and use of any Alerts, Images, video, audio or other Data from the Subscription Services by an Authorized User or any other person or entity, including any Responder; (v) providing (a) appropriate and adequate electrical power for the Equipment; and (b) a safe, fully-secure and otherwise adequate physical location for the Equipment at the Premises, including a location within the Premises that satisfies the requirements of any manufacturer or seller of the Equipment, including any requirements respecting the environment in which the Equipment is located; (vi) providing adequate (a) security measures to prevent access to the Equipment from persons not authorized for such access and (b) communications equipment and communications Subscription Services with sufficient bandwidth, network stability and access to the Internet for the Equipment and the Subscription Services to permit the Data and Images to be transmitted via a safe, fully-secure and otherwise adequate connection to the Internet to permit the Equipment and Subscription Services to operate as intended; and (vii) providing (a) each Authorized User adequate instructions and training regarding the Subscription Services and (b) persons who may be on the Premises from time-to-time adequate instruction, training, practice and drills respecting one or more appropriate course of action or steps to take in the event a person with a Weapon approaches or enters a Premises, including shelter in place drills. Customer will take all steps necessary to protect and maintain the Equipment during the Term of this Agreement and will be solely responsible for any damage or destruction of the Equipment while at the Premises.

5. The Equipment. Customer alone is responsible for each of the following items, either by performing the requirements of such items or causing another person or entity to do so: (i) the operation of the Equipment in accordance with the requirements of any applicable manufacturer or service provider; (ii) testing the Equipment's transmission of Data to the Monitoring Facility from time-to-time (at least monthly) and each time after the installation, replacement, modification or repair of any communications equipment or communications service; (iii) confirming that the communications equipment or communications Subscription Services are compatible with the Equipment, including after any communications change; (iv) maintaining the Equipment, including any cameras, all peripherals, including cabling or environmental protections in good working order so that the Equipment (including each camera within the Equipment) (a) operates as intended and consistent with the requirements of the Subscription Services and (b) meets Company's then-applicable requirements for cameras and video. Customer is solely responsible for all aspects of the Equipment, including the design, configuration, installation and use of the Equipment.

## Schedule C

### Confidentiality

1. Confidential Information” means any information disclosed by either Party to the other Party in connection with this Agreement (each a “Discloser” or “Recipient” of Confidential Information, as applicable). Confidential Information includes all information that is communicated orally, or that is in written, electronic, graphic, machine readable or in other tangible form, provided that such information is identified as “Confidential”, “Proprietary” or in some other manner to indicate its confidential nature, or that it should be reasonably known under the circumstances as being confidential. Confidential Information will include all technology, technical and business information, and all other tangible items and electronically stored data, including materials, formulations, compositions, prototypes, structures, designs, software, documentation, systems, files, records, databases, drawings, artwork, designs, displays, audio-visual works, manuals, specifications, flow charts, web pages, customer lists, test cases, customer support information, electronic and other data, tangible embodiments of technical or business data, marketing collateral, market requirement documentation, R&D development specifications, protocol specifications, and any other similar technology, information, data, materials and tangible or intangible items. The Subscription Services and any modifications or extensions made in connection with this Agreement will be the Confidential Information of Company. The Customer’s technology, and any modifications or extensions made in connection with this Agreement to Customer’s technology, will be the Confidential Information of the respective Party. Notwithstanding the foregoing, Confidential Information will exclude any information that (i) was at the time of disclosure, or later becomes generally known and available in the public domain, through no fault of the Recipient; (ii) was known to the Recipient at the time of disclosure; (iii) is publicly disclosed with the prior written approval of the Recipient; (iv) was, or is later independently developed by the Recipient without any use of the Discloser’s Confidential Information; or (v) becomes known to the Recipient from a source other than the Discloser and not in violation of the Discloser’s rights.

2. Obligations. With respect to any Confidential Information disclosed under this Agreement by Discloser, (a) Recipient will treat such Confidential Information as confidential and will handle it using at least the same procedures and degree of care which it uses to prevent the misuse and disclosure of its own confidential information of like importance, but in no event less than reasonable care, (b) Recipient will only use such Confidential Information as expressly permitted under this Agreement and only to the extent necessary, and (c) Recipient will not disclose any such Confidential Information to any of its employees, consultants or other individuals or entities except to the extent necessary for the purposes of this Agreement and subject to confidentiality and nonuse obligations at least as protective of the Discloser as those set forth in this Agreement (in which case Discloser will remain responsible for any noncompliance by such employees, consultants or other individuals or entities). Recipient further agrees to keep confidential the terms of this Agreement. Recipient will not reverse engineer, disassemble or decompile any Subscription Services or other technology made available by the Discloser under this Agreement, except to the extent that this clause is not enforceable under applicable laws.

3. Consumer Data. Customer will own all data collected from the Customer’s Premises through Images and processed using the Subscription Services under this Agreement (such data “Operational Data”). Customer will comply with all applicable privacy laws in the course of collecting, storing and using the Operational Data. Customer grants to Company a perpetual and irrevocable license, with the right to sublicense to Company’s affiliates, to use the Operational Data in connection with Company’s business, including to assist Customer to configure and use the Subscription Services, and to provide to Customer the analytics, sales reporting and other services available in the Customer’s cloud-based administrative portal. Additionally, Company may use Operational Data in an aggregate and anonymized format (without uniquely identifying individuals or entities) in the course of its business and to improve the Subscription Services, provided that Company makes available to Customer services using such aggregated metrics and data that are similar to those provided to other Company customers. Company will also comply with all privacy laws applicable to Company in connection with the Operational Data to the extent that Company has access to such Operational Data.

4. Deletion of Data. Upon any termination or termination of this Agreement or upon request from the Discloser, Recipient will delete all of the Confidential Information received from the Discloser under this Agreement (together with all copies and derivatives of such Confidential Information), except that (a) Recipient may continue to temporarily hold a copy of such information for data retention purposes in accordance with its data retention policy or as required by applicable laws (e.g., as required by PCI DSS data retention requirements), and (b) Recipient may continue to hold and use any Confidential Information received from the Discloser to the extent that such Confidential Information is anonymized and used in accordance with all applicable laws and regulations.

5. Notwithstanding anything to the contrary contained herein, the foregoing representations are made subject to the Michigan Freedom of Information Act (FOIA).

6. FERPA/ITPA: Customer will exclusively own all of its Data. Additionally, the parties acknowledge that the SAAS/Services provided herein may require Company to store or maintain "personally identifiable information" and/or "personal information" on behalf of Customer, as those terms are defined pursuant to the Family Educational Rights to Privacy Act, 20 USC 1232g ("FERPA"), and Michigan's Identity Theft Protection Act, MCL 445.61 et seq. (the "ITPA"), and Company agrees to notify Customer of any breaches of the Company's computer databases within forty-eight (48) hours of such breach in order to permit Customer and Company to properly comply with all provisions of FERPA and the ITPA. Moreover, Company acknowledges that the SAAS/Services provided hereunder may require Customer to disclose one or more student "education records" to Company, as those terms are defined in the Family Educational Rights to Privacy Act, 20 USC 1232g ("FERPA"). Company, including its respective employees, agents, partners, and personnel, are required to ensure that they do not use or disclose education records received from Customer for anything other than as intended for Company to carry out its SAAS/Services under this Agreement. Except as required to carry out its SAAS/Services under this Agreement, Company will not at any time during the term or any renewal terms of this Agreement, or subsequent to the expiration or termination of this Agreement, directly or indirectly use or disclose any student education records, including any student identifiable information, without the prior written consent of Customer. All information provided by Customer under this Agreement shall remain the sole property of Customer and shall be returned to Customer immediately on demand, or upon the expiration or termination of this Agreement. Other than the foregoing, Company will not access, view or utilize the data, or the information contained therein, without Customer's written consent.



DEDICATED TO TEACHERS

**Proposal**  
Prepared For  
**Walled Lake Cons School Dist**

**850 LADD RD**  
**Walled Lake MI 48390**

**Attention:**  
**Michelle Black**  
**michelleblack@wlcsd.org**

For the Purchase of:  
**UOS Writing**

Prepared By  
Diane Tripi  
diane.tripi@heinemann.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchase may be reviewed here:

<https://www.heinemann.com/terms-of-purchase>

Send **Check Payments** to:  
Heinemann  
14046 Collections Center Drive  
Chicago, IL 60693  
Greenwood Publishing Group, LLC. Dba Heinemann

Attention:  
Michelle Black  
michelleblack@wlcsd.org  
**Confidential and Proprietary**

Send **Orders** to  
[orders@heinemann.com](mailto:orders@heinemann.com)  
FAX: 603-547-9917  
Heinemann  
P.O. Box 528  
Portsmouth, NH 03801

Proposal for  
**Walled Lake Cons School Dist**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Grade 3</u></b>					
<b>Materials and Services</b>					
1874204 9780358973911	Units of Study in Writing Classroom Bundle with Print Set and English Trade Pack with 1 Year Digital Grade 3	\$575.00	41	\$23,575.00	
1874009 9780358973225	Units of Study in Writing Digital Student License 1 Year Digital Grade 3	\$11.00			1230
<b>Total for Materials and Services</b>		<b>\$23,575.00</b>			
<b><u>Total for Grade 3</u></b>		<b>\$23,575.00</b>			
<b><u>Grade 4</u></b>					
<b>Materials and Services</b>					
1874228 9780358974031	Units of Study in Writing Classroom Bundle with Print Set and English Trade Pack with 1 Year Digital Grade 4	\$585.00	44	\$25,740.00	
1874015 9780358973287	Units of Study in Writing Digital Student License 1 Year Digital Grade 4	\$11.00			1320
<b>Total for Materials and Services</b>		<b>\$25,740.00</b>			
<b><u>Total for Grade 4</u></b>		<b>\$25,740.00</b>			
<b><u>Grade 5</u></b>					
<b>Materials and Services</b>					
1874252 9780358974154	Units of Study in Writing Classroom Bundle with Print Set and English Trade Pack with 1 Year Digital Grade 5	\$575.00	39	\$22,425.00	
1874021 9780358973348	Units of Study in Writing Digital Student License 1 Year Digital Grade 5	\$11.00			1170
<b>Total for Materials and Services</b>		<b>\$22,425.00</b>			
<b><u>Total for Grade 5</u></b>		<b>\$22,425.00</b>			

Send **Check Payments** to:  
 Heinemann  
 14046 Collections Center Drive  
 Chicago, IL 60693  
 Greenwood Publishing Group, LLC. Dba  
 Heinemann

Attention:  
 Michelle Black  
 michelleblack@wlcpsd.org

**HMH Confidential and Proprietary**

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[orders@heinemann.com](mailto:orders@heinemann.com)  
 FAX: 603-547-9917  
 Heinemann  
 P.O. Box 528  
 Portsmouth, NH 03801

## Proposal for Walled Lake Cons School Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<i>Total Savings:</i>	<b>\$40,920.00</b>
<i>Subtotal Purchase Amount:</i>	<b>\$71,740.00</b>
<i>Shipping &amp; Handling:</i>	<b>\$6,600.08</b>
<i>Sales Tax:</i>	<b>\$0.00</b>
<hr style="border: 0.5px solid black;"/>	
<b><i>Total Cost of Proposal (PO Amount):</i></b>	<b>\$78,340.08</b>

Send **Check Payments** to:  
 Heinemann  
 14046 Collections Center Drive  
 Chicago, IL 60693  
 Greenwood Publishing Group, LLC. Dba  
 Heinemann

Attention:  
 Michelle Black  
 michelleblack@wlc  
 36  
**HMH Confidential and Proprietary**

Send **Orders** to  
[orders@heinemann.com](mailto:orders@heinemann.com)  
 FAX: 603-547-9917  
 Heinemann  
 P.O. Box 528  
 Portsmouth, NH 03801

# Proposal for Walled Lake Cons School Dist

**Total Cost of Proposal (PO Amount): \$78,340.08**

Thank you for considering Heinemann as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below additional terms of purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

**Ship to:**  
 Walled Lake Cons Schl Dist  
 850 Ladd Rd Bldg D  
 Walled Lake, MI 48390-3019

**Sold to:**  
 Walled Lake Cons Schl Dist  
 850 Ladd Rd Bldg D  
 Walled Lake, MI 48390-3019

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of the Terms of Purchase linked or stated herein conflict with any preprinted terms on your purchase order, the Heinemann Terms shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

For greater detail, the complete Terms of Purchase may be reviewed here: <https://www.heinemann.com/terms-of-purchase>



Send **Check Payments** to:  
 Heinemann  
 14046 Collections Center Drive  
 Chicago, IL 60693  
 Greenwood Publishing Group, LLC. Db  
 Heinemann

Attention:  
 Michelle Black  
 michelleblack@wlcsd.org

**Confidential and Proprietary**  
 39

Send **Orders** to  
[orders@heinemann.com](mailto:orders@heinemann.com)  
 FAX: 603-547-9917  
 Heinemann  
 P.O. Box 528  
 Portsmouth, NH 03801



CDW Education  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675

**Prepared For**  
 Walled Lake Consolidated Schools  
 850  
 Ladd Road  
 Walled Lake, MI 48390

**Estimate Date**  
 08/20/2024

**Estimate Number**  
 0062528

Description	Rate	Qty	Line Total
<b>GOO-EDP-0017</b> Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 2 Year Annual Pay - More Than 10k Licenses (Student): Google Workspace for Education Plus Licensed Domains: teachers.wlcsd.org,wlcsd.org,students.wlcsd.org License Term of Agreement: 2024-08-26 - 2026-08-25 Year 1 of 2 Annual Payments Shown in Estimate.	\$4.50	12167	\$54,751.50
<b>GOO-EDP-0020</b> Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 2 Year (Staff): Google Workspace for Education Plus Licensed Domains: teachers.wlcsd.org,wlcsd.org,students.wlcsd.org License Term of Agreement: 2024-08-26 - 2026-08-25 Year 1 of 2 Annual Payments Shown in Estimate	\$0.00	3041	\$0.00
		<b>Subtotal</b>	54,751.50
		<b>Tax</b>	0.00
		<b>Estimate Total (USD)</b>	\$54,751.50

**Notes**

Expecting a quote from Amplified IT? Amplified IT is now a part of CDW! We're moving all of the Amplified IT's products on to CDW's systems. This means quotes and invoices will come from CDW and Purchase Orders need to be made out to CDW. Unfortunately we will no longer be able to accept Purchase Orders made out to Amplified IT for these products. If you have any questions ask your Account Manager or GCS rep.

Student Enrollment Verification Letters are required for all first time Education Standard and Education Plus orders. These letters confirm the number of students at your institution. This must align with the number of licenses you intend to buy, and must be returned with your PO before we complete your order.

**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AUGUST 22, 2024, REGULAR BOARD OF EDUCATION MEETING**

**Resolution of Support of *Protect Mi Kids Bill Package* in the Michigan Legislature To Address the Lack of Effective Statewide Tobacco Prevention Policies.**

WHEREAS, tobacco use is the leading cause of preventable disease, disability and death in Michigan. Tobacco kills more than 16,200 Michiganders annually – more than AIDS, alcohol, car accidents, illegal drugs, murders, and suicides combined; and

WHEREAS, Michigan is one of 12 states that make up “Tobacco Nation” where the smoking prevalence is higher compared to the rest of the country. Tobacco costs Michigan over \$5.33 billion in health care expenditures and \$11.5 billion in lost productivity each year; and

WHEREAS, flavored tobacco increases youth usage. In 2023, 90.3% of high school students and 87.1% of middle school students who use e-cigarettes reported using a flavored e-cigarette. Youth who vape, use the product "because they come in flavors I like."

WHEREAS, historically, cigarette companies have disproportionately marketed menthol products in predominantly Black communities by using culturally tailored advertising images and messages. 85% of African American adult smokers use menthol products. This is three times the rate of menthol use among white adult smokers worsening tobacco-related health disparities; and

WHEREAS, Michigan state law prohibits local governments from enacting policies that regulate the sale of tobacco and nicotine products and require tobacco retailer licensure, preventing local communities from protecting kids’ health; and

WHEREAS, Senate Bill 647 restores local control and repeals state law prohibiting local governments from enacting ordinances and regulations pertaining to the sale or licensure of tobacco products. Allowing localities to pass stronger tobacco control measures and;

WHEREAS, Senate Bill 648 proposes to establish a new tax on e-cigarettes and increase taxes on cigarettes and other tobacco products, with revenue generated dedicated to tobacco prevention and cessation programs, and enforcement of tax and smoke-free air laws, aligning with evidence-based strategies to reduce tobacco use, especially among youth; and

WHEREAS, Senate Bills 649 and 650 aim to prohibit the sale of flavored tobacco products, including flavored e-cigarettes and menthol-flavored cigarettes, recognizing the significant role flavors play in driving tobacco-related inequities and youth initiation; and

WHEREAS, Senate Bills 651 and 652 establishes a statewide Tobacco Retail Licensing program, requiring all establishments selling nicotine or tobacco products to obtain a license. Improving compliance with existing tobacco sales regulations and reducing youth initiation to nicotine and;

WHEREAS, Senate Bills 653 and 654 repeal provisions in the Youth Tobacco Act that impose civil and criminal penalties on minors for purchasing, using or possessing tobacco products;

NOW THEREFORE BE IT RESOLVED, that the Walled Lake Consolidated School District Board of Education supports the Protect MI Kids Bill Package (SB 647-654) and urges the Michigan Senate Committee on Regulator Affairs begin hearings on these bills as soon as possible.

Be it further resolved, that the Walled Lake Consolidated School District Board of Education calls on the Legislature to swiftly pass these critical bills ***in their entirety*** to protect the health and well-being of Michigan's residents.

Be it Further Resolved, that a copy of this resolution be sent to the members of the Senate Committee on Regulatory Affairs, the members of the Michigan Senate who represent the Walled Lake Consolidated School District, and to the Michigan Association of School Boards.

Resolved and adopted this 22<sup>nd</sup> day of August, 2024



**Walled Lake Early Childhood Center**  
40839 W. Thirteen Mile Rd.  
Novi, MI 48377  
(248) 956-5080



August 8, 2024

Dear Walled Lake Board of Education,

In accordance with the federal Head Start Performance Standards, the Walled Lake Consolidated School District Board of Education is the governing body of our program. To comply with all federal contract regulations, Walled Lake Consolidated Schools Head Start is submitting the following item for School Board approval:

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- The Head Start Budget Narrative for 2025

This application includes all funding for the period of January 1, 2025 through December 31, 2025.

**Walled Lake's allocations are as follows:**

- Continuation Federal Amount: **\$386,963**
- Non-Federal Share Amount: **\$ 96,740.75**

This was sent to the Policy Committee August 5, 2024 and approved.

Thank you for your time and dedication to the children of our community.

Sincerely,

Sarah Davey  
**Director of Early Childhood**

POLICY COMMITTEE APPROVAL  
PERMISSION TO PURSUE EHS/HS CONTINUATION APPLICATION  
SIGNED STATEMENT

August 5, 2024

A vote of the Walled Lake Consolidated Schools Head Start Policy Committee was held on August 5, 2024, as an e-vote. As a part of the vote, a motion was presented to the members for approval of the Permission to Pursue the Early Head Start/Head Start Continuation Application. The full Policy Committee granted approval for the Continuation Application on August 5, 2024. The quorum was met for this e-vote.

Aida Kazi

Chairperson

*Aida Kazi*  
Signature of Policy Committee Chairperson

**Walled Lake Consolidated Schools Head Start Budget Narrative: January-December, 2025**

<b>Line Item</b>	<b>Head Start</b>	<b>EHS</b>
<b>Personnel</b>	\$183,938	NA
<b>Personnel – Fringe</b>	\$230,025	NA
<b>Travel -</b>	\$0	NA
<b>Equipment -</b>	\$0	NA
<b>Supplies -</b>	\$0	NA
<b>Contractual –</b>	\$0	NA
<b>Construction -</b>	\$0	NA
<b>Other -</b>	\$0	NA
<b>TOTAL EXPENSES</b>	<b>\$386,963</b>	NA

**Personnel: \$183,938**

Staffing patterns are in accordance with HS Standards All salaries are based on wage comparability studies completed by the Agency, Oakland Schools, and the Walled Lake Consolidated School District. The amount listed above supports employees working in the HS/EHS program. All salaries for HS/EHS staff comply with the compensation cap guidelines of \$185,100.

See table below for detail on each category.

<b>Category/Position</b>	<b># of Employees</b>	<b>Grant Total Salary</b>	<b>Time Commitment</b>
<b>Child Health &amp; Developmental Services</b>			
Program Mgrs/Content Area Experts	0	\$0	52 weeks/year
Teachers	2.5	\$85,272	44 weeks/year
Teacher Assistants	2.5	\$62,054	44 weeks/year
Classroom Aides	0	\$0	44 weeks/year
Subs	0	\$0	42 weeks/year
Health/Mental Health Personnel	0	\$0	44-52 weeks/year
Disability Personnel	1	\$1,474	44 weeks/year
Nutrition Services Personnel	1	\$0	44-52 weeks/year
Center & Education Managers	0	\$0	52 weeks/year
<b>Family &amp; Community Partnership Personnel</b>			
Program Managers/Content Area Experts	0	\$0	52 weeks/year
Other/Family Advocates/Intake Coordinators	1	\$35,137	52 weeks/year
<b>Program Design &amp; Management Personnel</b>			
Head Start/EHS Director	1 (in conjunction with Disability personnel)	\$1	52 weeks/year
Fiscal Personnel	0	\$0	52 weeks/year
Clerical Personnel	0	\$0	52 weeks/year
Other Admin Personnel	0	\$0	52 weeks/year

Other Maintenance Personnel	0	\$0	52 weeks/year
<b>Total</b>		<b>\$183,938</b>	

**Fringes: \$203,025** - Fringe packages include FICA, Disability, Unemployment, Health, Dental, Life Insurance, and Retirement plans. These costs reflect the current cost of providing adequate health and dental coverage for employees, as well as life insurance.

Social Security (FICA), State Disability, Unemployment, Worker's Compensation = \$45,139.04

Health/Dental/Life Insurance = \$100,239.86 Retirement = \$57,646.10

**Supplies: \$0** – Supplies are budgeted between the following categories: Office,

Classroom, Nutrition/Food, Health, Postage and Printing. Allocations are as follows:

	<b>Amount budgeted</b>	<b>Justification/Use</b>
Office Supplies	\$0	
Classroom Supplies	\$0	
Nutrition/Food Supplies	\$0	
Health/medical Supplies	\$0	
Postage	\$0	
Printing	\$0	
Total	\$0	

*\*Due to the district increase in teacher wages, the budget does not allow for supplies to be included. Other sources will cover the cost of all supplies for Head Start classrooms for the 24-25 school year.*

**Contractual: \$0**

Health/Disabilities – **\$0** WLCSD has contracted with Tracy Shore, a certified trainer, to provide on-site CPR and First Aid. These trainings are paid for by other sources.\*

Substitute Services – **\$0** WLCSD has contracted with Edustaff to provide substitutes to cover teacher absences. Any Head Start substitutes will be covered by other sources and not Head Start Federal funds.\*

**Other: \$0**

There are no other services paid for by the Head Start budget.

### **Walled Lake Consolidated Schools HEAD START NON-FEDERAL SHARE**

**Non-Federal Share Justification: \$96,740.75**

The non-federal match listed in this narrative are for services that are non-federal sources.

**Personnel: \$ 54,163** – This amount includes a portion of the salaries of the Center Manager/Director and Center Secretary. It also includes salaries of teaching staff who support the Head Start/GSRP blended classroom, but are paid in part from GSRP funding.

<b>Category/Position</b>	<b>FTE's</b>	<b>NFS Total</b>	<b>Source</b>
<b><i>Child Health &amp; Development Services:</i></b>			
Teachers		\$ 22,197	GSRP
Other			
Center Manager	0.25	23,751	Tuition Preschool
Center Secretary	0.25	<u>8,215</u>	Tuition Preschool
<b>Total</b>		<u><u>\$ 53,163</u></u>	

**Fringes: \$42,577.75** – This includes the fringe benefits connected to the above salaries. Fringe benefits include FICA (\$4,512); Retirement (\$24,139.75); Health Insurance (\$11,290); Dental Insurance (\$1,090); Vision Insurance (\$150); Life Insurance (\$256); and Cash in Lieu of Insurance (\$1,140).

**Supplies: \$0**

**Contractual: \$0**

**Other: \$0**



## SENIOR HIGH APPLICATION TO FORM AND SUPPORT A COOPERATIVE TEAM

(Page 1 of 2 – Complete All Sections and All Signatures. Board of Education Resolution on Page 2)

1. It is requested that the Michigan High School Athletic Association, Inc. receive and accept this application to form a cooperative team in the sport(s) of  boys  girls Skiing  
 boys  girls \_\_\_\_\_  
 boys  girls \_\_\_\_\_

2. The sponsors of this proposed cooperative team are members in good standing of the Michigan High School Athletic Association, Inc. and are identified as:

(Primary)	High School of	City	Enrollment	Class
<u>WL NORTHERN</u>	<u>Commerce</u>	<u>Commerce</u>	<u>1560</u>	<u>A</u>
(Secondary) <u>WL CENTRAL</u>	High School of <u>COMMERCE</u>	City	<u>1199</u>	<u>A</u> <span style="float: right;">49</span>
(Secondary) <u>WL WESTERN</u>	High School of <u>WIXOM</u>	City	<u>1072</u>	<u>A</u>
(Secondary) _____	High School of _____	City	_____	_____
(Secondary) _____	High School of _____	City	_____	_____
(Secondary) _____	High School of _____	City	_____	_____

3. This agreement is being formed under the following *MHSAA Handbook* Regulation: **(Check one only)**

- Combined enrollment under 1,000 (Sect. 1[E])       Subvarsity ONLY (Sect. 1[E-1])  
 Multi-School District in named sports – four-year experiment (Sect. 1 [E-2])  
 Combined enrollment under 3,500 in specific sports (gym, lax, swim, ski, tennis) (Sect. 1[F-1])  
 Combined enrollment under 5,500 in ice hockey (Sect. 1[F-2])  
 Four-year startup program in above five sports in excess of 3,500 – first time sponsoring (Sect. 1[F-3])  
 Four-year lifeline in above five sports if school or coop dropped the sport previously (Sect. 1[F-4])

4. Indicate all levels of teams that you intend to sponsor in the coop: Sport: SKI  V  JV  Fresh   
Sport: \_\_\_\_\_ V  JV  Fresh   
Sport: \_\_\_\_\_ V  JV  Fresh   
Sport: \_\_\_\_\_ V  JV  Fresh

5. Did any of the schools sponsor the sport(s) last year? If so, indicate the school(s) and sport(s):

Schools CENTRAL, NORTHERN AND WESTER Sports SKI

6. The schools in this application have a current agreement in another sport: Yes  or No

If yes, in what sport(s) is an agreement currently operating? HOCKEY, B & G LAX

7. This cooperative agreement shall commence 7/1/2024 and continue for a minimum of two years.
8. Written support from the applicable league, or from four future opponents if there is no league, is attached. Name of league or conference (if applicable): LAKES VALLEY CONFERENCE
9. The applicants seeking cooperative team approval certify by their signatures on page two (2) that all approvals, required study, planning and review have been completed.

10. Will this team be known or named something other than a school name? Yes  or No

If Yes, what will the name be? \_\_\_\_\_

(Note: Generally, the MHSAA uses the primary school as the designated title of the team.)

Each Board of Education should review the advance preparation material included with this Resolution.

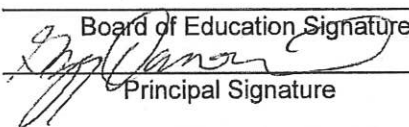
**COOPERATIVE PROGRAM BOARD OF CONTROL**  
**(Submit with Application and Letter of League Support)**

We, the undersigned, agree to the conditions and content of this Resolution and will work cooperatively for the success of the program and benefit of our children.

Representing CENTRAL School

Representing NORTHERN School

\_\_\_\_\_  
Superintendent Signature  
\_\_\_\_\_  
Board of Education Signature  
Kyle Meteyer Digitally Signed by Kyle Meteyer  
Date: 2024.08.16 10:17:08 -04'00'  
\_\_\_\_\_  
Principal Signature  
\_\_\_\_\_  
Athletic Director Signature  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature  
\_\_\_\_\_  
Board of Education Signature  
  
\_\_\_\_\_  
Principal Signature  
\_\_\_\_\_  
Athletic Director Signature  
\_\_\_\_\_  
Date

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Representing \_\_\_\_\_ School

Representing \_\_\_\_\_ School

\_\_\_\_\_  
Superintendent Signature  
\_\_\_\_\_  
Board of Education Signature  
\_\_\_\_\_  
Principal Signature  
\_\_\_\_\_  
Athletic Director Signature  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature  
\_\_\_\_\_  
Board of Education Signature  
\_\_\_\_\_  
Principal Signature  
\_\_\_\_\_  
Athletic Director Signature  
\_\_\_\_\_  
Date

Representing WESTERN School

Representing \_\_\_\_\_ School

\_\_\_\_\_  
Superintendent Signature  
\_\_\_\_\_  
Board of Education Signature  
  
\_\_\_\_\_  
Principal Signature  
\_\_\_\_\_  
Athletic Director Signature  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature  
\_\_\_\_\_  
Board of Education Signature  
\_\_\_\_\_  
Principal Signature  
\_\_\_\_\_  
Athletic Director Signature  
\_\_\_\_\_  
Date

Arrangements detailed in the "Advance Preparation Materials: Questions and Guidelines for Schools to Consider," plus those unique to the cooperating schools on a separate sheet, should be addressed by the boards of education when considering this Resolution. The MHSAA will file the advance preparation material if the school submits it with the application.

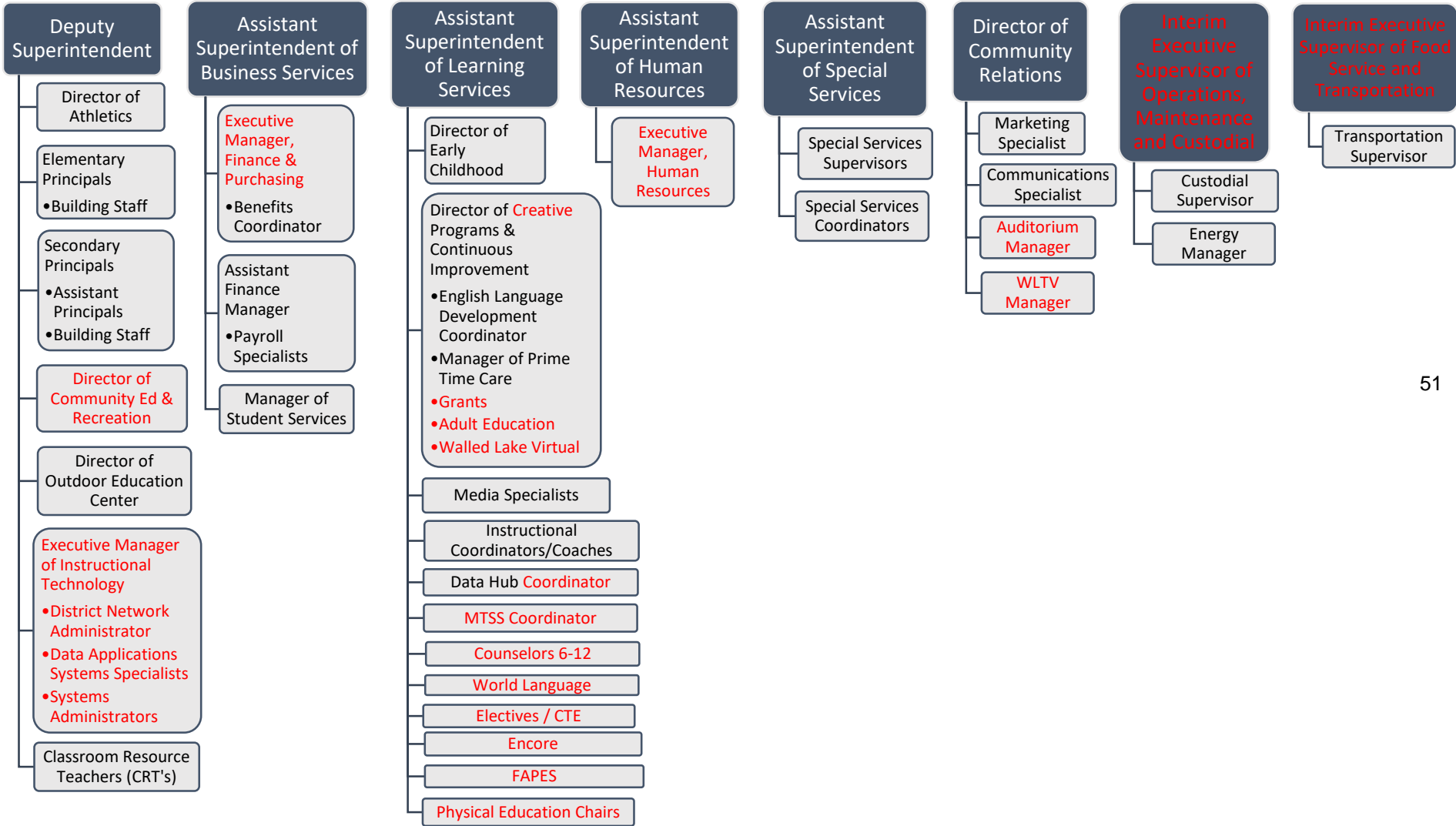
Name of Person Completing this Application: BRIAN SWINEHART

Phone: (248) 956-2074 Email: BRIANSWINEHART@WLCSD.ORG

Email completed forms to: [coops@mhsaa.com](mailto:coops@mhsaa.com)

**Board of Education**

**Superintendent of Schools**



4000-AR Central Office Administrators

<del>Dr. John Bernia</del> <u>Dr. Michael Lonze</u> , Superintendent of Schools	956-2010
<del>Dr. Michael Lonze</del> <u>Chad Scaling</u> , Deputy Superintendent	956-2013
Julie Omer, Assistant Superintendent of Business Services	956-2007
<del>Nicholas Russe</del> <u>Ali Hamka</u> , Assistant Superintendent of Human Resources	956-2023
Catherine Kochanski, Assistant Superintendent of Learning Services	956-2050
Daniel Durkin, Director of Community Relations	956-2017
Dr. Lora Stout, Director, Community Programs and Continuous Improvement	956-2056
<del>Chad Scaling</del> <u>Abbie Kidder</u> , <u>Executive Manager</u> , Human Resources <del>Executive Manager</del>	956-2192
Brian Swinehart, Director of Athletics/Physical Education	956-2074
Patricia Harthun, Student Services <del>Manager</del> <u>Supervisor</u> & Pupil Accounting Specialist	956-2100
Kelly Holubeck-Gotts, Manager, Information Technology	956-2082
Vicki Amore, <u>Executive</u> Manager, Finance and Purchasing	956-2042
Sheri Davis, Assistant Finance Manager	956-2043
Jackie Gurwin, Executive Director Foundation for Excellence-Walled Lake Schools	956-2116
Educational Services Center	956-2000
850 Ladd Road, Bldg. D	
Walled Lake, MI 48390	Fax – 956-2070
<del>William Chatfield</del> , <u>Director of Operations</u>	<del>956-3062</del>
Dave Watkins, <u>Interim Executive Supervisor of Maintenance, Operations and Custodial</u> <del>Supervisor of Maintenance</del>	956-3061
Julie Fortner, <u>Interim Executive Supervisor of Food Service and Transportation</u> <del>Supervisor of Food Service</del>	956-3082
Transportation/Maintenance Facility	956-3060
46740 W. Pontiac Trail	Fax – 956-3078
Walled Lake, MI 48390	
Sarah Davey, Director of Early Childhood	956-5080
Early Childhood Center	
40839 Thirteen Mile Road	
Novi, MI 48377	
Elizabeth McNamara, Director of Community Education & Recreation	956-5007
Heather Hill, <del>Interim</del> Manager of Prime Time Care	956-5111
Community Education Center	956-5000
850 Ladd Road, Bldg. D.	
Walled Lake, MI 48390	Fax – 956-5005
Julianne Muir, Assistant Superintendent of Special Services	956-2169
Tikia Watkins, Supervisor of Special Services	956-2157
Katherine Hagaman, <del>Interim</del> Supervisor of Special Services	956-2155
Geisler Middle School	
46720 West Pontiac Trail	
Walled Lake, MI 48390	

9/08, 5/7/09, 8/20/09, 2/04/10, 9/16/10, 12/9/10, 8/18/11, 9/6/12, 8/22/13, 9/11/14, 8/20/15, 8/25/16,  
8/24/17, 2/1/18, 8/23/18, 9/6/18, 8/22/19, 11/7/19, 4/2/20, 8/20/20, 3/4/21, 8/19/21, 11/4/21, 2/3/22.  
8/18/22, 11/3/22. 2/2/23, 8/24/23, 2/1/24, 8/22/24

4000-AR Building Administrators

Ryan West, Principal

**Commerce Elementary** 956-3900  
520 Farr Street Fax 956-3905  
Commerce 48382

~~Jennifer VanWagnen~~ Danielle Archie,  
Principal

**Meadowbrook Elementary** 956-2700  
29200 Meadowbrook Road Fax 956-2705  
Novi 48377

~~Danielle Bigi~~ Adam Scher, Interim Principal  
**Dublin Elementary** 956-3800  
425 Farnsworth Fax 956-3805  
White Lake 48386

~~Kristin Froning~~ Kelly Smith, Principal  
**Oakley Park Elementary** 956-4100  
2015 Oakley Park Road Fax 956-4105  
Walled Lake 48390

Carrie O'Connell, Interim Principal  
**Glengary Elementary** 956-3100  
3070 Woodbury Fax 956-3105  
Walled Lake 48390

Jennifer Bennett, Principal  
**Pleasant Lake Elementary** 956-2800  
4900 Halsted Road Fax 956-2805  
West Bloomfield 48323

Mark Hess, Principal  
**Mary Helen Guest Elementary** 956-3300  
1655 Decker Road Fax 956-3305  
Walled Lake 48390

Julie Amann, Principal  
**Walled Lake Elementary** 956-4300  
1055 W.W. Maple Road Fax 956-4305  
Walled Lake 48390

Lisa Shannon, Principal  
**Hickory Woods Elementary** 956-2600  
30655 Novi Road Fax 956-2605  
Novi 48377

~~Catherine Russel~~ Taneia Giles, Principal  
**Wixom Elementary** 956-3400  
301 N. Wixom Road Fax 956-3405  
Wixom 48393

Dr. Marci Augenstein, Principal  
**Keith Elementary** 956-3700  
2800 Keith Road Fax 956-3705  
West Bloomfield 48324

Karrie Martin, Director  
**Outdoor Education Center** 956-5120  
3577 Sleeth Road Fax 956-5125  
Milford 48382

~~Abbie Kidder~~ Jami Rose, Principal  
**Loon Lake Elementary** 956-4000  
2151 Loon Lake Road Fax 956-4005  
Wixom 48393

9-07, 8/20/09, 9/16/10, 8/18/11, 9/6/12, 8/22/13, 9/11/14, 8/20/15, 8/25/16, 8/24/17, 8/23/18, 8/22/19,  
11/7/19, 8/20/20, 3/4/21, 8/19/21, 11/4/21, 2/3/22, 8/18/22, 11/3/22, 8/24/23, 2/1/24, 8/22/24

4000- AR Building Administrators

~~Michelle Kalhorn~~ ~~Jennifer VanWagnen~~, Principal  
~~Kelly Smith~~ ~~Rebecca Smith~~, Interim Asst.  
Principal

**Sarah Banks Middle School** 956-2200  
1760 Charms Road Fax 956-2205  
Wixom 48393

Nayal Maktari, Principal  
Dan Holland, Asst. Principal  
**Clifford Smart Middle School** 956-3500  
8500 Commerce Road Fax 956-3505  
Commerce 48382

Stuart Riley, Principal  
~~Jami Rose~~ ~~Kevin Zurro~~, Interim Asst. Principal  
**James R. Geisler Middle School** 956-2900  
46720 W. Pontiac Trail Fax 956-2905  
Walled Lake 48390

Seth Taboh, Principal  
Kyle Pipkin, Asst. Principal  
**Walnut Creek Middle School** 956-2400  
7601 Walnut Lake Road Fax 956-2405  
West Bloomfield 48323

Kyle Meteyer, Principal  
Jessica Fisher, Asst. Principal  
Dr. Nick Hamblin, Asst. Principal  
Joseph Bell, Asst. Principal  
**Central High School** 956-4700  
1600 Oakley Park Road Fax 956-4718  
Walled Lake 48390

~~Ali Hamka~~ ~~Amy Pashak~~, Principal  
Kristin White, Asst. Principal  
Sara Facemyer, Asst. Principal  
Thomas Ropek, Asst. Principal  
**Western High School** 956-4400  
600 Beck Road Fax 956-4405  
Walled Lake 48390

Gregory Diamond, Principal  
Jennifer Caulford, Asst. Principal

~~Charles Froning~~ ~~Michelle Kalhorn~~, Asst. Principal  
Anthony McNamara, Asst. Principal  
**Northern High School** 956-5300  
6000 Bogie Lake Road Fax 956-5305  
Commerce 48382

9-07, 2-04-10, 9/16/10, 8/18/11, 9/6/12, 8/22/13, 3/6/14, 9/11/14, 8/20/15, 8/25/16, 8/24/17, 2/1/18, 8/23/18,  
9/6/18, 3/7/19, 8/22/19, 9/5/19, 11/7/19, 4/2/20, 8/20/20, 3/4/21, 8/19/21, 11/4/21, 2/3/22, 8/18/22, 11/3/22,  
2/2/23, 8/24/23, 2/1/24, 8/22/24