

# Agenda of Regular Meeting

## The Board of Education Waverly Community Schools

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A Regular Meeting of the Board of Education of Waverly Community Schools will be held July 19, 2021, beginning at 6:30 PM in the Board Room, 515 Snow Road, Lansing, MI 48917.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. Call to Order and Pledge to the Flag - President Mary Ann Martin
- II. Correspondence
- III. Public Comment for Agenda Items
- IV. Board Member Comment
- V. Approval of Agenda and Acceptance of All Reports

**Recommendation:** *To request a motion to approve the July 19, 2021 agenda as presented and accept all reports into discussion.*

- VI. Approval of Consent Agenda Items
  - A. Items listed below may be approved with one motion unless a board member requests that an item or items be removed for separate action.

1. Special Meeting Minutes - Public Budget Hearing - June 14, 2021 3  
Regular Meeting Minutes - June 14, 2021  
Report #21-1, Human Resources Personnel Report

**Recommendation:** *To request a motion to approve the consent agenda as presented.*

- VII. Organizational Meeting Items

**Recommendation:** *To request a motion to approve the Organizational Meeting Items, Reports #21-2 through #21-10, as presented.*

- A. Recommendation to approve Report #21-2, Designation of Date, Time & Location of Waverly Board of Education Meetings 11

|       |  |    |
|-------|--|----|
| B.    | Recommendation of approve Report #21-3, Designation of Person to Post Meetings   | 12 |
| C.    | Recommendation to approve Report #21-4, Annual Designation of School Depositories  | 13 |
| D.    | Recommendation to approve Report #21-5, Designation of Professional Service Consultants - Attorneys  | 14 |
| E.    | Recommendation to approve Report #21-6, Designation of Audit Firm  | 15 |
| F.    | Recommendation to approve Report #21-7, Designation of Authorized Signatories  | 16 |
| G.    | Recommendation to approve Report #21-8, Designation of Electronic Transfer Officer   | 17 |
| H.    | Recommendation to approve Report #21-9, Designation of Charitable Giving Agent   | 18 |
| I.    | Recommendation to approve Report #21-10, Breakfast, Lunch and Milk Prices for 2021-2022  | 19 |
| VIII. | Presentation of Reports  |    |
| A.    | Finance & Facilities   |    |
| 1.    | For Action - Report #21-11, Reimbursement Resolution for the Sale of the 2022 Building and Site Bonds  | 20 |
|       | <b><u>Recommendation:</u></b> <i>To approve Report #21-11, the Resolution to Reimburse the General Fund for Payments of Expenses made by the District in Advance of the Sale of the 2022 Building Site Bonds as presented.</i>                                   |    |
| 2.    | For Action - Report #21-12, Juul Litigation Resolution   | 23 |
|       | <b><u>Recommendation:</u></b> <i>To request a motion to approve Report # 21-12, the resolution to join the lawsuit against Juul Labs, Inc., seeking monetary damages and injunctive relief associated with defendants marketing vaping products to students.</i> |    |
| 3.    | For Action - Report #21-13, Recommendation to approve purchase of Amplify Science Curriculum for Grades K-4  | 33 |
|       | <b><u>Recommendation:</u></b> <i>To request a motion to approve Report #21-13, the adoption and purchase of the Amplify Science Program for Grades K-4.</i>  |    |
| IX.   | Superintendent's Report  |    |
| X.    | Public Comment - Open Comment for District related items   |    |
| XI.   | Other Board Business   |    |
| XII.  | Adjournment  |    |

# Minutes of Special Meeting

## The Board of Trustees Waverly Community Schools

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### Opening of Meeting

A Special Public 2021-2022 Budget Hearing meeting of the Waverly Community Schools Board of Education was held online Monday, June 14, 2021, via Zoom. Board President Mary Ann Martin called the meeting to order at 6:03 PM. The pledge to the Flag was led by Board Secretary Amy Krause.

Members Present: Mrs. Mary Ann Martin  
Mrs. Holly Nester  
Mrs. Alicia Guevara Warren  
Ms. Tamia McClain  
Mrs. Rhonda Sosnowski  
Mrs. Amy Krause

Members Absent: Mr. Christopher Beasley

Staff Present: Kelly Blake, Superintendent  
Evan Nuffer, Director of Finance  
Lara Slee, Director of Teaching and Learning  
Matt Corliss, Director of Human Resources

Others Present: Leo Weeks  
Stacey Sutton  
John Herrera  
Roberto Guevara  
Brad Przystas

Evan Nuffer, Director of Finance and Operations, gave a presentation on the proposed 2021-22 Budget and Proposed Tax Millage Rate.

All clarification questions from the Waverly Board of Education were addressed by Mr. Nuffer.

Adjournment at 6:36 PM

Respectfully submitted,



Mary Ann Martin, President  
aml

# Minutes of Regular Meeting

## The Board of Trustees Waverly Community Schools

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### Opening of Meeting

The regular meeting of the Waverly Community Schools Board of Education was held online Monday, June 14, 2021, via Zoom. Board President Mary Ann Martin called the meeting to order at 6:36 PM and the pledge to the flag was led by Vice President Holly Nester.

Members Present: Mrs. Mary Ann Martin  
Mrs. Holly Nester  
Mrs. Amy Krause  
Mrs. Rhonda Sosnowski  
Mrs. Alicia Guevara Warren  
Ms. Tamia McClain

Members Absent: Christopher Beasley

Staff Present: Kelly Blake, Superintendent  
Evan Nuffer, Director of Finance  
Dr. Lara Slee, Director of Teaching & Learning  
Matt Corliss, Director of Human Resources  
Ann Marie Lindsay  
Chris Huff  
Mike Moreno  
Molly Francis  
Shawn Lewis  
Vickie Tisdale  
Chris Alvarado  
Pat Albright  
Dave Pike  
Margot Bensinger

Others Present: Louie Rodriguez  
Stacey Sutton  
Leo Weeks  
Roberto Guevara  
Brad Przystas  
John Herrera

### Special Presentation:

The Waverly Board of Education honored retirees Patricia Albright, Christina Alvarado, Anthony Walker and Dave Pike. Principals Vickie Tisdale, Mike Moreno and Chris Huff highlighted the retirees' careers at Waverly Community Schools and congratulated them on their retirement.

**Correspondence:**

President Martin read a Superintendent Tribute Resolution from Ingham ISD to Superintendent Blake for her hard work during this difficult school year. Superintendent Blake thanked the Board for the resolution and all Waverly staff for their dedication during this unique school year to make it a success.

**Public Comment:**

Community member Stacey Sutton questioned the construction schedule of the softball field and the proposed design regarding any changes to be made from the original design. Ms. Sutton voiced concern for the changes in designs and schedule.

Finance & Operations Director, Evan Nuffer reviewed the process of scheduling for the upcoming bond projects, including the athletic complex, schedule changes and reasons for the revisions. The district is currently identifying project priorities and determining a revised schedule due to the recent rise in construction and materials costs and exceeding project budget.

Community Member Louie Rodriguez questioned the process of prioritizing the athletic fields projects and who can make those decisions. Mr. Rodriguez requested community members be involved in this process. He stated he hopes that baseball and softball be treated equally.

**Board Member Comment:**

Member Martin stated she is very proud of all students of the Class of 2021. The graduation ceremony was very impressive and she thanked the staff for making it a success. Member Martin congratulated the retirees and wished them well in the next phase of their lives.

Member Guevara Warren thanked the Waverly staff for their hard work during the 2020-21 school year. She congratulated the 2021 graduates and also congratulated our 2021 staff retirees. Member Guevara Warren thanked the community for their public comments.

Member Nester congratulated the Class of 2021 and thanked the teachers and administrators for their hard work throughout the year.

Member Krause congratulated the Class of 2021 and all of the staff retirees.

Member Sosnowski congratulated the retirees and the Class of 2021. Member Sosnowski was very impressed with Seniors Honor Night and thanked the High School Principals and all the High School staff who made graduation a success. Member Sosnowski thanked Superintendent Blake for her care and compassion towards each of our students. Member Sosnowski is very proud of our Waverly staff.

Member McClain thanked the staff for their commitment to our students. She thanked Superintendent Blake and the teaching staff for their hard work. She also congratulated the retirees and the Class of 2021.

**Adoption of Agenda, and Acceptance of Reports**

Superintendent Blake requested a Teaching and Learning Committee report be added to the agenda under Presentation of Reports, letter C.

A motion was presented by Member Krause and supported by Member Nester to adopt the June 14, 2021 agenda as presented and accept all reports.

**Motion PASSED**

**Vote: Ayes - 6; Nays – 0; Absent – 1, Member Beasley**

**Approval Consent Agenda**

A motion was presented by Member Sosnowski and supported by Member McClain to approve the consent agenda as presented.

1. Regular Meeting Minutes – May 17, 2021
2. Special Meeting Minutes – May 24, 2021
3. Report #20-70, Human Resources Personnel Report
4. Report #20-71, Finance Report May 2021

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0, Absent – 1, Member Beasley**

**For Action – Report #20-72, 2021-2022 Budget Resolutions**

A motion was presented by Member Nester and supported by Member Sosnowski to approve Report #20-72, the 2021-22 General Fund Resolution, the 2021-22 Debt Retirement Fund Resolution, the 2021-22 Special Revenue Funds Resolution and the 2021-22 sinking Fund Resolution as presented.

**Motion PASSED**

**Vote: Ayes - 6; Nays – 0; Absent – 1, Member Beasley**

**For Action – Report #20-73, Certification of Summer Tax Levy**

A motion was presented by Member Sosnowski and supported by Member Krause to approve Report #20-73, the Certification of Summer Tax Levy as presented.

**Motion PASSED**

**Vote: Ayes - 6; Nays – 0; Absent – 1, Member Beasley**

**For Action – Report #20-74, Policy Second Reading – Michigan Local Policy Nondiscrimination/Anti-Harassment Policy Updates, Volume 35, No. 2 Policy Updates, and EDGAR Revisions**

Superintendent Blake stated that to remain in compliance with state and federal guidelines, we need to adopt the policies.

Member Krause requested clarification on repercussions if the district did not adopt the policy changes. Member Nester stated there would be sanctions on the district if we did not adopt state mandated policies, as this happened to another local Michigan school district.

Member Sosnowski encouraged board members to contact the district NEOLA representative directly for any questions or clarification on policies as he is very helpful and give detailed explanations.

A motion was presented by Member McClain and supported by Member Sosnowski to approve Report #20-74, 2<sup>nd</sup> reading to adopt policy updates as presented.

**Motion PASSED**

**Vote: Ayes - 6; Nays – 0; Absent – 1, Member Beasley**

Dr. Lara Slee, Director of Teaching and Learning, gave an overview of the Teaching & Learning Committee meeting and upcoming goals and priorities, which include creating and sustaining a data culture to monitor student progress over time, utilize instructional strategies, and implementing culturally positive behavior interventions supports in all of our school to help build positive relationships.

**For Action – Report #20-75, The Michigan High School Athletic Association 2021-22 Membership Resolution**

A motion was presented by Member Sosnowski and supported by Member Guevara Warren to approve Report #20-75, the MHSAA 2021-22 Membership Resolution.

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0; Absent – 1, Member Beasley**

**Superintendent's Report**

Superintendent Blake reported:

The school year ended successfully and plans for the upcoming 2021-22 are being developed. A limited option of online learning will be offered to some of our grade 9-12 students. Mitigation strategies will be developed at a later date depending on the status our health departments guidelines.

Device retrieval started last Friday and is going well, with many families still returning devices.

A large amount of staff hiring is happening with the use of ESSER funds, such as instructional coaches, interventionists and additional student support positions.

Summer school starts soon and credit recovery is being offered for our students in need.

Thank you to the High School staff who organized a great Class of 2021 graduation ceremony. There was a traditional graduation from 9 – 10 am and individual appointments for those who did not want the traditional graduation setting.

The July 19, 2021 Waverly Board of Education meeting will most likely be in person as Eaton County is expected to suspend their emergency order.

Member Martin again thanked Waverly staff for the hard work and dedication given to the district during the 2020-21 school year.

**Public Comment – Open Comment for District Issues**

None

**Other Board Business:**

None

Adjournment at: 7:36 PM

Respectfully submitted,

A handwritten signature in blue ink that reads "Amy Krause". The signature is written in a cursive style with a large initial "A".

Amy Krause, Secretary  
aml

WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
July 19, 2021

**Report #21-1**

**Subject: Personnel Report\***

**A. Employment - Certified**

| <u>Name</u>       | <u>Position</u>                       | <u>Salary</u>           | <u>Effective</u> |
|-------------------|---------------------------------------|-------------------------|------------------|
| Alexis Schmitt    | 6 <sup>th</sup> Grade Teacher East    | BA Step 5/\$48,493      | 8/24/2021        |
| Olivia Czajka     | 5 <sup>th</sup> Grade Teacher East    | BA+20 Step 1/\$41,107   | 8/24/2021        |
| Malikah Gregory   | Instructional Coach Elmwood           | MA+15 Step 7/\$60,855   | 8/24/2021        |
| Kelly Jacobs      | Instructional Coach Winans            | BA+20 Step 11/\$69,562  | 8/24/2021        |
| Brittany Arthur   | 3 <sup>rd</sup> Grade Teacher Winans  | MA Step 1/\$41,883      | 8/24/2021        |
| Jaclyn Stenzel    | ECSE Teacher Colt                     | MA+15 Step 5.5/\$55,928 | 8/24/2021        |
| Lori Steenwyk     | 2 <sup>nd</sup> Grade Teacher Winans  | MA Step 7.5/\$60,038    | 8/24/2021        |
| Caitlyn Walton    | Math Intervention Teacher High School | MA Step 11/\$72,999     | 8/24/2021        |
| Jennifer Cook     | Biology Teacher High School           | BA+20 Step 2/\$43,328   | 8/24/2021        |
| Rachel Brander    | Art Teacher Colt & Winans             | MA+15 Step 8/\$64,378   | 8/24/2021        |
| Cheyenne Lewellyn | 3 <sup>rd</sup> Grade Teacher Elmwood | BA+20 Step 1.5/\$42,203 | 8/24/2021        |
| Brandon Yenchus   | Gr 1-6 Music Teacher Winans & East    | BA Step 1/\$39,392      | 8/24/2021        |
| Rachel Williams   | Sp Ed Res Room Teacher Winans         | BA+20 Step 2/\$43,328   | 8/24/2021        |
| Stacey Ongena     | Kindergarten Teacher Colt ECEC        | BA+20 Step 2/\$43,328   | 8/24/2021        |
| Allison Kamal     | SpEd Res Room Teacher Elmwood         | MA Step 4.5/\$50,844    | 8/24/2021        |

**B. Employment – Non-Certified**

| <u>Name</u>  | <u>Position</u>                 | <u>Building</u> | <u>Salary</u> | <u>Effective</u> |
|--------------|---------------------------------|-----------------|---------------|------------------|
| Hanna Sayles | Assistant Child Care Supervisor | East            | \$16.25/hr    | 7/12/2021        |

**C. Transfer - Certified**

| <u>Name</u>     | <u>From Position</u>                     | <u>To Position</u>                          | <u>Effective</u> |
|-----------------|--|---|------------------|
| Kendra Randolph | Teacher Middle School                    | SE Co-Teacher – Middle School               | 8/24/2021        |
| Breanna Hill    | Spec Ed Teacher Winans                   | SE Co-Teacher – High School                 | 8/24/2021        |
| Kristina Meeker | Alternative Ed Teacher HS                | Instructional Coach – High School           | 8/24/2021        |
| Sam Sicilia     | ELA Teacher Middle School                | Instructional Coach – Middle School         | 8/24/2021        |
| Nealie Holmes   | Kindergarten Teacher Colt                | 1 <sup>st</sup> Grade Teacher - Winans      | 8/24/2021        |
| Leo Blundell    | 3 <sup>rd</sup> Grade Teacher Elmwood    | 4 <sup>th</sup> Grade Teacher – Elmwood     | 8/24/2021        |
| Nicole Hall     | 3 <sup>rd</sup> Grade Teacher Elmwood    | 1 <sup>st</sup> Grade Teacher – Elmwood     | 8/24/2021        |
| Robert Herzing  | ELA Teacher Middle School                | ELA Intervention – High School              | 8/24/2021        |
| Wendi Petersen  | 1 <sup>st</sup> Grade Teacher Winans     | 2 <sup>nd</sup> Grade Teacher Winans        | 8/24/2021        |
| Lisa Nestor     | 8 <sup>th</sup> Gr Science Middle School | 8 <sup>th</sup> Grade English Middle School | 8/24/2021        |
| Zach Marshall   | 7 <sup>th</sup> Grade Math Middle School | 8 <sup>th</sup> Grade Math Middle School    | 8/24/2021        |
| Natalie Queen   | Intensive RR Teacher HS                  | Phys Ed Teacher MS & HS                     | 8/24/2021        |
| Matt Oppenheim  | English Teacher High School              | Secondary Curriculum/Data Coach             | 8/24/2021        |
| Lisa Nestor     | Science Teacher MS                       | ELA Teacher Middle School                   | 8/24/2021        |

**D. Transfer – Non Certified**

| <u>Name</u>          | <u>From Position</u>          | <u>To Position</u>             | <u>Effective</u> |
|----------------------|-------------------------------|--------------------------------|------------------|
| Faith Givens         | Bus Driver – Service Building | SE Para Educator – East        | 8/24/2021        |
| Mitzi Muysenberg     | SE Para Educator East         | SE Para Educator Middle School | 8/24/2021        |
| William Clint Balzer | Custodial Courier – District  | Custodial Supervisor           | 7/01/2021        |
| James Clyde          | Para Educator Middle School   | Spec Ed Teacher Middle School  | 8/24/2021        |

**E. Resignation – Certified**

| <u>Name</u>    | <u>Position</u>    | <u>Building</u> | <u>Reason</u> | <u>Effective</u> |
|----------------|--------------------|-----------------|---------------|------------------|
| Kaleb Lenneman | Music Teacher      | HS & MS         | Personal      | 6/30/2021        |
| Camille Means  | Elementary Teacher | Winans          | Personal      | 6/30/2021        |
| Rachel Stanton | Elementary Teacher | Wnans           | Personal      | 6/30/2021        |

**F. Resignation – Non-Certified**

| <u>Name</u> | <u>Position</u>            | <u>Building</u>   | <u>Reason</u> | <u>Effective</u> |
|-------------|----------------------------|-------------------|---------------|------------------|
| Greg Daza   | Asst Child Care Supervisor | East Intermediate | Personal      | 6/30/2021        |

Waverly Community Schools  
2021-22 Board of Education  
Meeting Dates

Report #21 -2

| <u>2021</u>        | <u>2022</u>      |
|--------------------|------------------|
| July 19, 2021      | January 10, 2022 |
| August 16, 2021    | February 7, 2022 |
| September 20, 2021 | March 21, 2022   |
| October 18, 2021   | April 18, 2022   |
| November 15, 2021  | May 16, 2022     |
| December 13, 2021  | June 13, 2022    |

All regular meetings will begin at 6:30 pm and will be held in the Administrative Center Board Room A regular meeting of the Board of Education for the 2022-2023 will be held on Monday July 18, 2022.

WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION SPECIAL MEETING  
July 19, 2021

Report #21-3

**FOR ACTION**

**Subject:      Designation of Person to Post Meetings**

**Recommendation:**

The Superintendent recommends the Recording Secretary to the Board of Education be designated as the person to post meetings of the Board of Education. In her absence, the Superintendent shall appoint a person to post individual meetings as required.

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 19, 2021**

**Report #21-4**

**FOR ACTION**

**Subject:**

Annual Designation of School Depositories

**Recommendation:**

The Superintendent recommends the Board of Education designate the following banking and investment institutions for the deposit of all funds over which the Board has direct or supervisory control.

**PNC Bank**

General Fund – Checking

General Fund – Checking (Payroll)

Student Activities Fund - Checking

Debt Retirement Fund – Money Market

Capital Projects Fund (2019 Building and Site, Series III) – Money Market

Capital Projects Fund (2021 Building and Site, Series IV) – Money Market

Capital Projects Fund (Sinking Fund) – Money Market

Public Improvement Fund (General Fund Appropriations) – Money Market

**COMERICA BANK**

Food Service Fund – Checking and Investments

Community Services Fund – Checking and Investments

Trust & Agency Fund – Checking

**MICHIGAN SCHOOL DISTRICT LIQUID ASSET FUND**

General Fund – Checking and Investments

**Statement of Purpose:**

Board Bylaw 0154 requires that the Board shall designate depositories for school funds; M.C.L. 380.1221

**Background Information:**

The District uses PNC Bank for its primary depository institution for all activities related to the General Fund, Debt Service, Student Activities and Capital Projects. Funds for Trust & Agency, Preschool, and Food Services are held with Comerica Bank in segregated accounts so as not to comingle those funds.

**Budget Impact:**

Not applicable

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 19, 2021**

**Report #21-5**

**FOR ACTION**

**Subject:**

Designation of Professional Service Consultants – Attorneys

**Recommendation:**

The superintendent recommends the Board of Education retain Thrun Law Firm, P.C. to address legal issues of the school district.

**Statement of Purpose:**

The above recommended law firm has previously served as counsel to the Board with satisfactory performance. Approval of the Board's legal counsel at this time provides the administration with direction when needing legal advice during the school year.

**Background Information:**

In the past, the firm of Thrun Law Firm, P.C. has been authorized as professional counsel. The firm has performed legal services including elections, bonding proposals, state aid note preparation, negotiations, personnel matters, and other concerns.

**Budget Impact:**

The retainer charged in January 2021 by Thrun Law Firm, P.C. was \$2,400. The cost of professional services fees paid to Thrun in 2020-21 was \$34,291.45

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 19, 2021**

**Report #21-6**

**FOR ACTION**

**Subject:**

Designation of Audit Firm for 2021-22

**Recommendation:**

The Superintendent recommends the Board of Education designate Plante & Moran, PLLC, Certified Public Accountants, to audit the school district's financial records for the year ended June 30, 2022

**Statement of Purpose:**

Board Policy 6830 requires that after the close of the fiscal year (June 30th), an audit of all accounts of the District be made annually by an independent, certified public accountant. The audit examination shall be conducted in accordance with generally accepted auditing standards and shall include all funds over which the Board has direct or supervisory control.

**Background Information:**

Plante & Moran performs audits for many school districts and works closely with the state of Michigan. The firm has audited the school district's financial records for over 20 years in a satisfactory manner.

**Budget Impact:**

The cost of the professional services fees paid to Plante Moran in 2020-21 was \$40,900.

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 19, 2021**

**Report #21-7**

**FOR ACTION**

**Subject:**

Annual Designation of Authorized Signatories

**Recommendation:**

The Superintendent recommends the Board of Education designate the signatories for Waverly Community Schools' banking and investment transactions for the 2021-2022 fiscal year.

All checks drawn against an authorized, demand account in the following funds will be signed by the Board Treasurer and countersigned by the Director, Finance and Operations.

**General Fund  
Community Services Fund  
Lunch Fund  
Student Activities Fund  
Debt Fund  
Capital Projects Fund(s)  
Trust & Agency Fund**

The Director, Finance and Operations will be authorized to invest temporary, excess cash in the name of Waverly Community Schools and to liquidate such investments by deposit in authorized accounts.

The Superintendent recommends the Board of Education authorize the Director, Finance and Operations, or his/her designee, to sign purchase orders for the 2021-2022 fiscal year.

The Superintendent recommends the Board of Education authorize the Superintendent, or his/her designee, to sign contracts and agreements for the 2021-2022 fiscal year.

**Statement of Purpose:**

Board Bylaw 0154 requires that the Board shall designate those persons authorized to sign checks, contracts, agreements, and purchase orders

**Background Information:**

It is necessary for the Board of Education to officially designate its authorized signatories at the beginning of each school year.

**Budget Impact:**

Not applicable

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 19, 2021**

**Report #21-8**

**FOR ACTION**

**Subject:**

Designation of Electronic Transfer Officer (ETO)

**Recommendation:**

The Superintendent recommends the Board of Education designate the Treasurer and the Director, Finance and Operations as the Electronic Transfer Officers (ETO) for the 2021-2022 school year

**Statement of Purpose:**

Board Bylaw 0154 requires that the Board shall designate the Electronic Transfer Officer (ETO) in accordance with Policy 6144 – Investments, which states, The Board may adopt a resolution at its annual organizational meeting, authorizing electronic transactions and the treasurer or the Electronic Transfer Officer (ETO) as authorized agent(s) to complete such transactions on behalf of the Board

**Background Information:**

The District executes electronic transfers for the interfund movement of cash for the purposes of making debt retirement payments, tax receipts for debt retirement, food service receipts and trust and agency payments.

**Budget Impact:**

Not applicable

WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION SPECIAL MEETING  
July 19, 2021

Report #21-9

**FOR ACTION**

**Subject:**       **Designation of Charitable Giving Fiscal Agent**

**Recommendation:**

The Superintendent recommends the Waverly Community Schools Board of Education selects the Waverly Education Foundation as its charitable giving campaign fiscal agent for the 2021--2021 school year.

**Statement of Purpose/Issue:**

This action by the Board of Education establishes the Waverly Education Foundation as the only agency having access to the district's payroll deduction process for the purpose of conducting their charitable giving campaign for the 2021-22 school year.

**Background Information/Historical Perspective:**

In past years, the Capital Area United Way was named the fiscal agent as an umbrella under which all charities seeking to use the district's payroll deduction process for charitable campaign giving must conform. The Waverly Education Foundation approached administration in 1995 with a plan to enhance its membership through offering a payroll deduction plan for district employees. This will ultimately benefit the district as Foundation monies will eventually filter back to the schools through enhancement of programs.

**Rationale for Recommendation:**

It is timely that the Board of Education selects its annual charitable workplace giving campaign fiscal agent in preparation for the Capital Area United Way and the Waverly Education Foundation campaigns. Traditionally the United Way campaign is conducted during the months of September and October. The Waverly Education Foundation offers membership to employees through payroll deduction on an ongoing basis.

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR BOARD MEETING  
JULY 19, 2021**

**Report #21-10**

**FOR ACTION**

**Subject:**

Breakfast, Lunch and Milk Prices for 2021-2022

**Recommendation:**

The Superintendent recommends the Board of Education establish the following rates for food service for the 2021-2022 school year:

|                             |           |
|-----------------------------|-----------|
| *Elementary Breakfast (K-6) | no charge |
| *Secondary Breakfast (7-12) | no charge |
| Adult Breakfast             | \$2.50    |
| *Elementary Lunch (K-6)     | no charge |
| *Secondary Lunch (7-12)     | no charge |
| Adult Lunch                 | \$4.00    |
| Milk                        | \$0.50    |

\*Community Eligibility Provision (CEP) K-12

**Statement of Purpose:**

The purpose of the recommendation is to establish prices for the 2021-2022 school year, consistent with the requirements of the National School Lunch Program

**Budget Impact:**

The impact to the budget is estimated to remain neutral.

**Historical Perspective:**

The District began serving breakfast and lunch under the CEP during the 2018-19 school year. The number of lunches served increased approximately 10% since inception of CEP. Overall revenue also increased due to the increased participation.

**Rationale for Recommendation:**

Section 104(a) of the Healthy, Hunger Free Kids Act of 2010 amended the Richard B. Russell National School Lunch Act to provide an alternative to household eligibility applications for free and reduced price meals in high poverty local educational agencies (LEAs) (or districts) and schools. The Act further requires an LEA to agree to serve free lunches AND breakfasts to all students for up to four consecutive years in approved schools. Under this provision, ALL students will receive a free breakfast and lunch.

**Strategic Plan Reference:**

As the heart of the community, our mission is to educate and prepare each student to achieve her or his academic best, develop character, become a lifelong learner and contribute as a citizen of our global society.

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR BOARD MEETING  
JULY 19, 2021**

**Report #21-11**

**FOR ACTION**

**Subject:**

Reimbursement Resolution

**Recommendation:**

The Superintendent recommends the Board of Education approve the resolution to reimburse the General Fund for payments of expenses made by the District in advance of the sale of the 2022 Building and Site bonds.

**Statement of Purpose:**

The District incurred costs for the May 2021 special election and pre bond professional services from TowerPinkster. The District will pay the invoices for these services from the general checking account in advance of the receipt of bond proceeds and will reimburse the general checking account upon receipt of the bond funds.

**Budget Impact:**

None

**Historical Perspective:**

On May 4, 2021 a special election was held for the purpose of proposing a ballot question to authorize Waverly Community Schools to incur tax-exempt debt by borrowing not to exceed One Hundred Twenty-Five Million (\$125,000,000) for the purpose of erecting additions to, remodeling, including security improvements to, furnishing and refurbishing, and equipping and re-equipping school buildings; acquiring and installing instructional technology and instructional technology equipment for school buildings; purchasing school buses; and developing, equipping and improving playgrounds, play fields, athletic fields, parking areas and sites. The ballot proposal having received sufficient votes was approved.

**Discussion of Options:**

The Board of Education can adopt the resolution as presented, or reject the resolution and absorb these costs from the General Fund.

**Rationale for Recommendation:**

The Internal Revenue Service authorizes, by regulation, the allocation of bond proceeds to reimburse expenditures previously made by an issuer of bonds, being Section 1.150-2

**Strategic Plan Reference:**

As the heart of the community, our mission is to educate and prepare each student to achieve her or his academic best, develop character, become a lifelong learner and contribute as a citizen of our global society.

Waverly Community Schools, Ingham, Eaton and Clinton Counties, Michigan (the "District")

A \_\_\_\_\_ meeting of the board of education of the District (the "Board") was held:

in the \_\_\_\_\_, within the boundaries of the District,

electronically through \_\_\_\_\_ with identification number \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock in the \_\_.m. (the "Meeting")

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

Present: Members

Absent: Members

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

**WHEREAS:**

1. The District called a special election that was held in the District on May 4, 2021, for the purpose of obtaining authority for the District to incur tax-exempt debt by borrowing not to exceed One Hundred Twenty-Five Million Dollars (\$125,000,000) for the purpose of erecting additions to, remodeling, including security improvements to, furnishing and refurbishing, and equipping and re-equipping school buildings; acquiring and installing instructional technology and instructional technology equipment for school buildings; purchasing school buses; and developing, equipping and improving playgrounds, play fields, athletic fields, parking areas and sites (the "Project"); and

2. The Internal Revenue Service authorizes, by regulation, the allocation of bond proceeds to reimburse expenditures previously made by an issuer of bonds, being Section 1.150-2; and

3. In anticipation and preparation for the Project, the District has incurred and will incur certain expenses in advance of receipt of bond proceeds; and

4. Payments of such expenses made by the Board are an advance from the General Fund to be repaid upon the approval and receipt of bond proceeds.

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

1. All of the payments of expenses initially to be made with funds other than proceeds of the 2022 School Building and Site Bonds, Series I (the "Bonds") and then to be reimbursed by the District from proceeds of the Bonds will be for costs of a type properly chargeable to the capital account of the project under general income tax principles, non-recurring working capital expenditures (of a type not customarily payable from current revenues), or costs of issuing the Bonds. Other than any preliminary expenditures for architectural, engineering, surveying, soil

testing, costs of issuing the Bonds, or similar purposes that may have been paid more than sixty (60) days prior to the date of this resolution, all such expenditures have been paid not more than sixty (60) days earlier than the date of this resolution or will be paid on or after the date of this resolution.

2. The payments of expenses and the purposes of said payments are hereby approved, and the monies are authorized to be advanced from monies on hand in the General Fund, which monies will be repaid to the General Fund from the Bond proceeds when received. The debt service for the Bonds will be paid from unlimited tax revenues.

3. The District shall reimburse the General Fund not earlier than the date on which the expenses are paid and not later than the latter of:

- (a) the date that is eighteen (18) months after the expenses are paid, or
- (b) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the expenses are paid.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

\_\_\_\_\_  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Waverly Community Schools, Ingham, Eaton and Clinton Counties, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

\_\_\_\_\_  
Secretary, Board of Education

CJI/keh

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR BOARD MEETING  
JULY 19, 2021**

**Report #21-12**

**FOR ACTION**

**Subject:**

Juul Litigation Resolution

**Recommendation:**

The Superintendent recommends the Board of Education approve the resolution to join the lawsuit against Juul Labs, Inc seeking monetary damages and injunctive relief associated with defendants marketing vaping products to students.

**Statement of Purpose:**

Schools that join the litigation will be represented by Frantz Law Group, APLC, a California professional law corporation and will need to respond to a questionnaire and produce requested documents. Frantz estimates school staff involvement in the litigation will not exceed 3 hours throughout the entire litigation. There will be no obligation for any school Board members, administrators, or staff to be deposed.

**Budget Impact:**

For past damages, schools in the litigation will be seeking reimbursement for costs associated with purchasing and installing vape detectors. In addition, they will be seeking any lost state aid associated with vaping suspensions and expulsions. Waverly Community Schools does not anticipate an award for past damages.

As to future damages, the focus will be on obtaining compensation for schools to appropriately handle the vaping epidemic going forward without having to take money out of their general fund. The focus will be on deterrence, support and education. This will be done by seeking compensation for the cost to purchase and install vape detectors in all school bathrooms, staff to supervise students, counselors in middle schools and high schools to assist students with the social and emotional issues associated with nicotine addiction and educational programs on the harms of vaping.

**Historical Perspective:**

In 2019, several California public schools sued Juul Labs, Inc. and other producers of vaping products in a California federal court, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California. The lawsuit alleges that the defendants fraudulently and intentionally marketed their products to children. Frantz Law Group (Frantz), a California law firm with a background in representing school districts, is representing school districts in that litigation. Frantz represents over 226 school districts in 23 states.

**Discussion of Options:**

The Board of Education can adopt the resolution as presented, reject the resolution or table the resolution for further discussion.

**Rationale for Recommendation:**

It is in the Districts best interest to take such action to obtain monetary damages and injunctive relief for the District in the lawsuit, however a recovery in the litigation is not guaranteed.

**Strategic Plan Reference:**

As the heart of the community, our mission is to educate and prepare each student to achieve her or his academic best, develop character, become a lifelong learner and contribute as a citizen of our global society.

WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION **RESOLUTION**

A regular meeting of the Waverly Community Schools (“School”) Board of Education (the “Board”) was held on the 19th day of July, 2021 at the following time: 6:30 o’clock in the p.m.

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

Present:

Absent:

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

**WHEREAS:**

1. In 2019, several California public schools sued Juul Labs, Inc. and other producers of vaping products in a California federal court, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Lawsuit”).

2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants marketing vaping products to students.

3. Schools in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation (“Frantz”).

4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.

5. The Board believes it is in the School’s best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

6. The Board believes it is in the School’s best interests to authorize and direct the Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

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

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

2. The Board authorizes and directs the Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

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Board Secretary

The undersigned Board Secretary certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at a regular meeting held on July 19, 2021, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

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Board Secretary

Date: \_\_\_\_\_, 202\_\_

## ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between Waverly Community Schools, Ingham, Eaton and Clinton Counties, Michigan, whose address is 515 Snow Road, Lansing, MI 48917 (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
  - A. **CLIENT REPRESENTATIVES.** Client designates the Superintendent, or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims in the JUUL® and Electronic Cigarette (e-cigarette) litigation, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client

will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

If money recovered from defendants in the Action ("Defendants") is less than twenty five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of

calculating the Gross Recovery.

- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value, using a firm mutually selected by Attorney and Client.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
  - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:

- A. Is a Thrun retainer client.
- B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
- C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

- 7. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

**SHARED EXPENSES:** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

**FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES:** Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

- 8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and

superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. DISCHARGE AND WITHDRAWAL.

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
- B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.

11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

12. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys'

statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.

13. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.
  
14. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
  
15. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys.

16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.
17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Frantz Law Group, APLC

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 202\_\_      Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Client: \_\_\_\_\_

Its: \_\_\_\_\_

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 19, 2021**

Report #21-13

**FOR ACTION**

**Subject:**

Approve Purchase of Amplify Science Curriculum for grades K-4.

**Recommendation:**

The Superintendent recommends the Board of Education support the adoption and purchase of the Amplify Science Program.

**Statement of Purpose:**

In accordance with Policy 2510 – Adoption of Textbooks, the Board of Education shall approve all textbooks used as part of the education program of the District.

**Budget Impact:**

The total cost of this recommendation is not to exceed One Hundred Fifty-One Thousand Six Hundred Forty-Nine and 24/100 Dollars (\$151,649.24). The purchase will be funded through the General Fund in the 2021-2022 budget.

**Historical Perspective:**

As part an instructional improvement initiative to meet the performance expectations of the newly adopted Michigan Science Standards, the need for a research-based core science curriculum was identified. Ingham ISD has had a team working in coordination with Waverly and other Ingham ISD Districts to review aligned curricular options using the Equip 3.0 evaluation tool. This included a request for proposal (RFP) issued to vendors in November 2018 to obtain the best pricing for the curriculum.

Following the submission of bids, Ingham ISD staff reviewed bid proposals from eight vendors who provided proposals for a variety of science curriculum targeting different grade bands across K-12. The reviews included physical science, life science, biology, chemistry, earth science, engineering technology, digital requirements, differentiated instruction, assessment, scope and sequence, coherence, and other factors stipulated in the Equip rubric. Following this review there was one curriculum from Amplify Education for grades K-8 that contained all factors and met the highest standards with alignment.

The Board previously adopted the Amplify Science Program for grades 5-8 in May 2019.

**Discussion of Options:**

The Board may entertain a motion to take one of the following actions:

- 1) Accept the recommendation, as presented
- 2) Reject the recommendation, as presented
- 3) Table the recommendation for further discussion

**Rationale for Proposal:**

For many years the primary focus of Waverly Community Schools teaching and learning has been on Reading and Mathematics. With the adoption of the Next Generation Science Standards (NGSS) in November 2015, Waverly chose to change their science teaching practices to be more student-centric and driven by student inquiry. Amplify Science provides a structured curriculum to meet this objective. Teachers have been trained in the new standards and this purchase will provide them with the necessary resources to fully deliver the content aligned with the new standards.

**Strategic Plan Reference:**

Strategy # 3 – We will enhance the quality of classroom instruction



# Price Quote

## Amplify

55 Washington Street, Suite 800  
 Brooklyn, NY 11201  
**Phone:** (800) 823-1969  
**Fax:** (646) 403-4700

**Quote #:** Q-80058-1  
**Date:** 6/23/2021  
**Expires On:** 7/23/2021

### Customer Contact Information

Lara Slee  
 WAVERLY CMTY SCHOOL DISTRICT  
 (517) 321-7265  
 lslee@waverlyk12.net

### Amplify Contact Information

Matthew Paupore  
 Account Executive  
 (734) 740-2169  
 mpaupore@amplify.com

3 yrea digital and consumables

#### Kindergarten

| PRODUCT  | PRICE      | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT    | TOTAL PRICE        |
|--|------------|---------------|-----------------|-------------------|--------------------|
| Amplify Science ES: Grade K Digital Teacher License - 3yr (2021-2024)            | \$216.00   | 0             | 8               | \$216.00          | \$1,512.00         |
| Amplify Science Elementary School: Grade K Kits                                  | \$2,615.00 | 0             | 8               | \$0.00            | \$20,920.00        |
| Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit)      | \$17.91    | 0             | 200             | \$1,800.00        | \$1,782.00         |
| Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit) | \$140.00   | 8             | 0               | \$1,520.24        | \$-400.24          |
| <b>TOTAL</b>   |            |               |                 | <b>\$3,536.24</b> | <b>\$23,813.76</b> |

#### 1st Gr

| PRODUCT  | PRICE      | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT    | TOTAL PRICE        |
|--|------------|---------------|-----------------|-------------------|--------------------|
| Amplify Science ES: Grade 1 Digital Teacher License - 3yr (2021-2024)            | \$216.00   | 0             | 8               | \$216.00          | \$1,512.00         |
| Amplify Science Elementary School: Grade 1 Kits                                  | \$2,515.00 | 0             | 8               | \$0.00            | \$20,120.00        |
| Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit)           | \$17.91    | 0             | 178             | \$784.98          | \$2,403.00         |
| Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit) | \$140.00   | 8             | 0               | \$1,520.24        | \$-400.24          |
| <b>TOTAL</b>   |            |               |                 | <b>\$2,521.22</b> | <b>\$23,634.76</b> |

**2nd Gr**

| PRODUCT  | PRICE      | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT    | TOTAL PRICE        |
|--|------------|---------------|-----------------|-------------------|--------------------|
| Amplify Science ES: Grade 2 Digital Teacher License - 3yr (2021-2024)            | \$216.00   | 0             | 8               | \$216.00          | \$1,512.00         |
| Amplify Science Elementary School: Grade 2 Kits                                  | \$2,555.00 | 0             | 8               | \$0.00            | \$20,440.00        |
| Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit)           | \$26.91    | 0             | 188             | \$0.00            | \$5,059.08         |
| Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit) | \$140.00   | 8             | 0               | \$1,520.24        | \$-400.24          |
| <b>TOTAL</b>   |            |               |                 | <b>\$1,736.24</b> | <b>\$26,610.84</b> |

**3rd Gr**

| PRODUCT  | PRICE      | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT    | TOTAL PRICE        |
|--|------------|---------------|-----------------|-------------------|--------------------|
| Amplify Science ES: Grade 3 Digital Teacher License - 3yr (2021-2024)            | \$288.00   | 0             | 8               | \$288.00          | \$2,016.00         |
| Amplify Science Elementary School: Grade 3 Kits                                  | \$4,175.00 | 0             | 8               | \$0.00            | \$33,400.00        |
| Amplify Science Grade 3 Investigation Notebook Bundle (1 qty per unit)           | \$35.88    | 0             | 193             | \$0.00            | \$6,924.84         |
| Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit) | \$180.00   | 8             | 0               | \$1,920.32        | \$-480.32          |
| <b>TOTAL</b>   |            |               |                 | <b>\$2,208.32</b> | <b>\$41,860.52</b> |

**4th Gr**

| PRODUCT  | PRICE      | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT    | TOTAL PRICE        |
|--|------------|---------------|-----------------|-------------------|--------------------|
| Amplify Science ES: Grade 4 Digital Teacher License - 3yr (2021-2024)            | \$288.00   | 0             | 8               | \$288.00          | \$2,016.00         |
| Amplify Science Elementary School: Grade 4 Kits                                  | \$3,440.00 | 0             | 8               | \$0.00            | \$27,520.00        |
| Amplify Science Grade 4 Investigation Notebook Bundle (1 qty per unit)           | \$35.88    | 0             | 186             | \$0.00            | \$6,673.68         |
| Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit) | \$180.00   | 8             | 0               | \$1,920.32        | \$-480.32          |
| <b>TOTAL</b>   |            |               |                 | <b>\$2,208.32</b> | <b>\$35,729.36</b> |

**PD**

| PROFESSIONAL DEVELOPMENT                                   | QUANTITY | PRICE             | TOTAL DISCOUNT    | TOTAL PRICE   |
|--|----------|-------------------|-------------------|---------------|
| Amplify Science ES: Complimentary Professional Development | 2.00     | \$3,200.00        | \$6,400.00        | \$0.00        |
| <b>TOTAL</b>   |          | <b>\$3,200.00</b> | <b>\$6,400.00</b> | <b>\$0.00</b> |

## Kindergarten

| SHIPPING AND HANDLING         | SHIPPING COST | TOTAL DISCOUNT | TOTAL PRICE |
|-------------------------------|---------------|----------------|-------------|
| Amplify Shipping and Handling | \$18,896.35   | \$18,896.35    | \$0.00      |

**TOTAL DISCOUNT**  
**GRAND TOTAL**

\$37,506.69  
\$151,649.24

## Scope and Duration

### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

### License and Services Term:

- Licenses: 07/01/2021 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

### Special Terms:

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

### Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

### If submitting a purchase order:

To expedite your order, please email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

### If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) or fax them to (347)-662-2402

- **Please do not mail credit card authorization forms.**

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

**This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.**

### **Terms & Conditions**

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive

property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH

THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

**We are delighted to work with you and we thank you for your order!**

Amplify Education, Inc. - Confidential Information





# WAVERLY

## COMMUNITY SCHOOLS

**Pride. Tradition. Excellence.**

41

# Amplify Science for Grades K-4

July 19, 2021

# Why is elementary science instruction important?

- Builds reading/literacy skills (vocabulary, background knowledge)
- Creates foundation for later grades
- Instills curiosity and enthusiasm
- Addresses need for well-informed citizenry and society (critical thinking, problem solving)

42

# Proposed Curriculum for K-4

## Amplify Science

- Already using in grades 5-8
- 3 units per year in grades K-2
- 4 units per year in grades 3-4

43

## Kindergarten

### INVESTIGATION

#### Needs of Plants and Animals

20 lessons  
2 assessment days  
*45 minutes each*

### ENGINEERING DESIGN

#### Pushes and Pulls

20 lessons  
2 assessment days  
*45 minutes each*

## Grade 1

### MODELING

#### Animal and Plant Defenses

20 lessons  
2 assessment days  
*45 minutes each*

### ENGINEERING DESIGN

#### Light and Sound

20 lessons  
2 assessment days  
*45 minutes each*

## Grade 2

### INVESTIGATION

#### Plant and Animal Relationships

20 lessons  
2 assessment days  
*60 minutes each*

### ENGINEERING DESIGN

#### Properties of Materials

20 lessons  
2 assessment days  
*60 minutes each*

# How We'll Support Teachers

- Job-embedded professional learning
- One-on-one and small group coaching
- Ingham ISD consultant
- Amplify Science resources and training

45