



WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
Walled Lake, Michigan

AGENDA
Regular Meeting of the Board of Education
November 2, 2023

Notice

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

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

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

7:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **GOLDEN APPLE AWARDS**

Joe Bell & Bobby Kidd

4. **STRATEGIC FACILITY PLANNING COMMITTEE UPDATE**

A District-wide committee of stakeholders, representing all schools and many departments, has been meeting to review data from the Facility Utilization Study completed by Plante Moran Realpoint last spring, in an effort to assess the study's findings and develop considerations to utilize our facilities in a more efficient and cost-effective manner. Representatives from Plante Moran Realpoint, who have been facilitating this process, will provide an update on the status of the committee's work.

5. **NEW COURSE PROPOSAL - PRESENTATION**

Mr. Scott Terry, Science Teacher, Mr. Scott Lindsey, Science Department Chair, and Mrs. Jennifer LacCross, Science Curriculum Coach, will be presenting a new course offering, Ornithology, at Walled Lake Northern, for the Board's consideration. The new course has been through a pilot year, and the curriculum is aligned with State and National standards. Program materials are available for the Board's review. The new course offering for the Program of Studies has been endorsed by the Administration and a presentation and motion for approval of its adoption will be presented at the December 7, 2023, Board meeting.

6. **PUBLIC COMMENTARY**
7. **ADMINISTRATIVE COMMENTARY**
8. **BOARD COMMENTARY**
9. **CONSENT AGENDA**

a. **Approval of Minutes**

- 1) Proposed October 5, 2023, Regular Meeting
- 2) Proposed October 19, 2023, Special Meeting & Closed Session (Superintendent Evaluation)

b. **Personnel Recommendations**

- 1) Administrative Appointments 4
- 2) New Hires 5
- 3) Resignations 6
- 4) Retirements 7
- 5) Leave of Absence 8

<ul style="list-style-type: none"> c. <u>Financial Reports - August 2023 & September 2023</u> 	<u>9</u>
<p>Disbursements in the amount of \$22,837,001 (August), \$22,403,232 (September) Balance Sheet and Statement of Revenues and Expenditures - Unaudited, and Investment Schedule</p>	
<ul style="list-style-type: none"> d. <u>Purchases (Under \$50,000)</u> 	
<ul style="list-style-type: none"> <ul style="list-style-type: none"> 1) ONEConsortium Fees, District-wide Oakland Schools Network Maintenance and Support, Annual Renewal, \$36,948.54 - General Fund 	19
<ul style="list-style-type: none"> e. <u>Head Start Director's Report</u> 	<u>20</u>
<p>10. <u>PROCLAMATION: NATIONAL EDUCATION WEEK</u></p>	<u>21</u>
<p>Education is essential to our success as both a people and a Nation. During National Education Week, we rededicate ourselves to providing a complete and competitive education for every student, from cradle through career. To foster the next generation of great American leaders, we must continue to invest in education at all levels, work with states and districts to improve our educational system, and encourage reforms that ensure the development of our students and teachers.</p>	
<p>11. <u>PURCHASES (Over \$50,000)</u></p>	
<ul style="list-style-type: none"> a. <u>Critical Incident Mapping Services, Virtual Technology Simplified (VTS), \$51,000 – School Safety Grant Funds</u> 	<u>22</u>
<p>Walled Lake Consolidated Schools was fortunate to receive a grant from the Michigan Department of Education (MDE) to complete critical incident mapping of all of our district facilities. Administration recommends awarding this service to Virtual Technology Simplified (VTS) in the amount of \$51,000. VTS, out of Brighton, has demonstrated they have the technology and experience to complete this mapping in accordance with State guidelines. Critical incident mapping is a best practice for the safety of schools, which is recommended by MDE, that will create comprehensive but easy-to-follow floor plans to assist first responders in responding to emergencies at our facilities. This project will be funded through the 97d Safety and Security Grant awarded by the State of Michigan.</p>	
<ul style="list-style-type: none"> b. <u>Cafeteria Menu Boards, Toshiba-Michigan Association of Counties (MAC) Purchasing Cooperative, \$78,733.56 – Food Service Fund</u> 	<u>28</u>
<p>12. <u>AUTHORIZATION OF EASEMENT FOR SANITARY SEWER - HICKORY WOODS ELEMENTARY – CITY OF NOVI</u></p>	<u>30</u>
<p>While reviewing utility services for a new residential development near Hickory Woods Elementary, it was found that a sanitary sewer easement was never created for a City of Novi sanitary sewer main that has been in place on district property for many years. As is customary to enable municipalities to maintain and service utilities that reside on district property, the City of Novi is requesting approval of a sanitary sewer easement. Administration has reviewed the documents with legal counsel and recommends approval.</p>	
<p>13. <u>AUTHORIZATION OF EASEMENT FOR WATER & SEWER - HICKORY WOODS ELEMENTARY NEIGHBOR</u></p>	<u>35</u>
<p>The owner of the property south of Hickory Woods Elementary, Ayad Kashat, is building a home that requires an easement from Walled Lake Consolidated Schools to run their water and sewer lines across district property to connect into City of Novi service mains. Mr. Kashat has agreed to reimburse the district for legal and document preparation costs. Administration has reviewed the documents with legal counsel and recommends approval.</p>	
<p>14. <u>BOARD POLICY REVIEW</u></p>	<u>41</u>
<p>The updated Board Policies were provided to the Board at the May 4, 2023, meeting for review and at the June 1, 2023, meeting for proposed adoption. As a result of the Board's request for further review, a motion was passed on June 1, 2023, to postpone the adoption. The Board Policy Committee and Administration have re-reviewed the proposed Board Policy updates, and they are being provided for the Board's review with anticipation of adoption at the December 7, 2023, Regular Board meeting. The updated policies are in alignment with the current law.</p>	

15. **OAKLAND COUNTY SCHOOL BOARDS ASSOCIATION (OCSBA) DINNER MEETING**
16. **ADJOURNMENT**

Notice of Nondiscrimination

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

Consent Agenda – November 2, 2023
Personnel Recommendation

Administrative Appointments

Julie Omer

Assistant Superintendent of Business Services
Walled Lake Consolidated School District
Effective 12/4/2023

Tikia Watkins

Supervisor of Special Services
Geisler Middle School
Effective 11/6/2023

**Consent Agenda – November 2, 2023
Personnel Recommendation**

New Hires

Zoey Lutz

1.0 Grade 5
Wixom Elementary
Effective 10/9/2023

Jonathon Alandt

1.0 CTE
Western High School
Effective 10/9/2023

Heather Kirkpatrick

1.0 ASD
Walled Lake Elementary
Effective 10/16/2023

Shina Lavon

1.0 Counselor
Creek Middle School
Effective 10/18/2023

April Jackson

1.0 Level 3 Resource Room
Geisler Middle School
Effective 10/30/2023

**Consent Agenda –November 2, 2023
Personnel Recommendation**

Resignations

RosaLeigh Johnson

Principal
Glengary Elementary School Effective
10/31/2023

Peter Brown

1.0 Social Worker
Geisler Middle School
Effective 10/13/2023

Nathan Miller

1.0 SXI
Central High School
Effective 10/27/2023

**Consent Agenda – November 2, 2023
Personnel Recommendation**

Retirements

Julie Archer

1.0 Math
Northern High School
Effective 10/31/2023

Therese Proben

1.0 ECSE
Early Childhood Center
Effective 12/21/2023

**Consent Agenda – November 2, 2023
Personnel Recommendation**

Leave of Absence

Christina Losee
1.0 ELA
Smart Middle School
Effective 10/12/2023



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
GENERAL FUND BALANCE SHEET - Unaudited
AUGUST 31, 2023**

ASSETS

Cash and Investments	\$ 41,616,432
Accounts Receivable	148,452
Interfund Receivables	1,307,477
Inventories	9,041
Prepaid Costs	537,505
	<hr/>
TOTAL ASSETS	\$ 43,618,907

LIABILITIES

Accounts Payable	\$ 441,580
Accrued Payroll Liabilities	2,124,696
Deferred Revenue and Other Liabilities	7,034,969
Interfund Payables	6,867,472
	<hr/>
TOTAL LIABILITIES	16,468,717

FUND BALANCE

Prior Year Ending Fund Balance	22,151,548
Current revenues over/(under) expenditures	4,998,642
	<hr/>
TOTAL FUND BALANCE	27,150,190
	<hr/>
TOTAL LIABILITIES & FUND BALANCE	\$ 43,618,907



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

	PRIOR YEAR ACTUAL JUNE 30, 2023	ORIGINAL BUDGET	YEAR-TO-DATE ACTUAL	% of Budget
REVENUE				
LOCAL SOURCES				
Property and Other Taxes	\$ 31,465,668	\$ 31,299,752	\$ 10,949,723	35%
Tuition and Fees	81,127	66,776	22,984	34%
Interest Earnings	744,670	476,000	183,015	38%
Other Local Revenue	3,538,338	3,301,669	303,911	9%
Total Local Sources	35,829,803	35,144,197	11,459,633	33%
STATE SOURCES	121,607,434	117,094,349	40,686	0%
FEDERAL SOURCES	14,219,654	10,013,967	115,207	1%
INTERDISTRICT SOURCES	14,362,917	14,779,476	1,036	0%
TOTAL REVENUE	\$ 186,019,808	\$ 177,031,989	\$ 11,616,562	7%
EXPENDITURES				
INSTRUCTION				
Basic Programs				
Elementary Programs	\$ 43,847,380	\$ 42,366,261	\$ 113,780	0%
Middle School Programs	17,915,013	16,839,105	9,701	0%
High School Programs	24,919,042	22,653,314	66,066	0%
Other Basic Programs	1,410,890	1,487,021	187,588	13%
Total Basic Programs	88,092,325	83,345,701	377,135	0%
Added Needs				
Special Education	22,411,186	23,055,557	354,899	2%
Compensatory Education	4,616,542	4,352,215	4,101	0%
Vocational Programs	1,019,768	1,087,714	-	0%
Total Added Needs	28,047,496	28,495,486	359,000	1%
Adult and Continuing Education	66,159	82,930	386	0%
TOTAL INSTRUCTION	116,205,980	111,924,117	736,521	1%
SUPPORTING SERVICES				
Pupil Support	16,211,876	16,386,464	289,076	2%
Instructional Support	7,865,638	7,665,724	388,654	5%
General Administration	715,018	790,302	92,652	12%
School Administration	10,572,717	9,791,761	1,470,473	15%
Business Services	2,562,531	2,436,640	392,269	16%
Operations & Maintenance	13,162,325	13,550,191	2,225,992	16%
Transportation	6,715,323	6,548,794	110,725	2%
Central Support Services	4,208,581	4,531,100	575,986	13%
Athletics	2,212,171	2,160,436	133,966	6%
TOTAL SUPPORTING SERVICES	64,226,180	63,861,412	5,679,793	9%
COMMUNITY SERVICES/OTHER				
Community Services	221,368	233,911	31,453	13%
Non-voted Debt Service and Leases	1,138,931	1,090,749	170,153	16%
Transfer to Other Funds	91	100	-	0%
TOTAL COMMUNITY SERVICES/OTHER	1,360,390	1,324,760	201,606	15%
TOTAL EXPENDITURES	\$ 181,792,550	\$ 177,110,289	\$ 6,617,920	4%
NET CHANGE IN FUND BALANCE	4,227,258	(78,300)	4,998,642	
BEGINNING FUND BALANCE	17,924,290	22,151,548		
ENDING FUND BALANCE	\$ 22,151,548	\$ 22,073,248		



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

REVENUE

- Property taxes are largely collected in the summer. As a result, a significant amount of tax revenue has been collected.
- Interest earnings are trending ahead of original expectations. The budget will be adjusted later in the year.
- State aid payments received during July and August are for the previous year's operations and were part of the prior fiscal year. State aid for the 2023/2024 year will begin in October. The current revenue from State Sources relates to state grants.

EXPENDITURES

- Teacher compensation for July & August are part of the previous year contract and are part of expenditures for the prior fiscal year. All other employees have received 4 of 24 pays, or about 16.67%.
- Other basic programs consist of summer school programs, which are largely funded with COVID grant funding.



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
DISBURSEMENTS
MONTH ENDING AUGUST 31, 2023**

FUND	PAYROLL	ACCOUNTS PAYABLE	TOTAL
General Fund	\$ 8,902,524	\$ 1,442,367	\$ 10,344,891
Athletics	25,940	93,225	119,165
Student Activity Funds	-	57,609	57,609
Food Service Funds	33,309	123,995	157,304
Federal Funds	1,008,923	53,495	1,062,418
Capital Project Funds	-	10,841,971	10,841,971
Special Revenue Funds	214,678	38,965	253,643
Debt Service Funds	-	-	-
	<u>\$ 10,185,374</u>	<u>\$ 12,651,627</u>	<u>\$ 22,837,001</u>



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
INVESTMENT HOLDINGS AS OF AUGUST 31, 2023**

	WEIGHTED AVERAGE MATURITY	MARKET VALUE
GENERAL FUND		
MILAF Cash Management Money Market Fund	n/a	\$ 1,074,383
MILAF Cash Management MAX Class Money Market	n/a	13,758,118
GENERAL FUND TOTAL		14,832,501
DEBT FUNDS		
MILAF Cash Management MAX Class Money Market	n/a	6,450,451
Premium Commercial Money Market	n/a	6,008,716
DEBT FUNDS TOTAL		12,459,167
CAPITAL PROJECTS		
MILAF Cash Management Money Market Fund	n/a	10,816,468
MILAF Cash Management MAX Class Money Market	n/a	3,760,234
U.S. Treasury Bonds/Notes	16.15 months	110,429,219
Premium Commercial Money Market	n/a	4,636,791
CAPITAL PROJECT FUNDS TOTAL		129,642,712
TOTAL INVESTMENTS		\$ 156,934,380



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
GENERAL FUND BALANCE SHEET - Unaudited
SEPTEMBER 30, 2023**

ASSETS

Cash and Investments	\$ 44,655,595
Accounts Receivable	116,402
Interfund Receivables	1,186,198
Inventories	30,969
Prepaid Costs	537,505
	<hr/>
TOTAL ASSETS	\$ 46,526,669

LIABILITIES

Accounts Payable	\$ 215,926
Accrued Payroll Liabilities	1,495,975
Deferred Revenue and Other Liabilities	6,129,710
Interfund Payables	5,363,444
	<hr/>
TOTAL LIABILITIES	13,205,055

FUND BALANCE

Prior Year Ending Fund Balance	22,151,548
Current revenues over/(under) expenditures	11,170,066
	<hr/>
TOTAL FUND BALANCE	33,321,614
	<hr/>
TOTAL LIABILITIES & FUND BALANCE	\$ 46,526,669



WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
GENERAL FUND STATEMENT OF REVENUE AND EXPENDITURES - Unaudited
JULY 1, 2023 to SEPTEMBER 30, 2023

	PRIOR YEAR ACTUAL JUNE 30, 2023	ORIGINAL BUDGET	YEAR-TO-DATE ACTUAL	% of Budget
REVENUE				
LOCAL SOURCES				
Property and Other Taxes	\$ 31,465,668	\$ 31,299,752	\$ 27,308,863	87%
Tuition and Fees	81,127	66,776	43,965	66%
Interest Earnings	744,670	476,000	298,215	63%
Other Local Revenue	3,538,338	3,301,669	747,892	23%
Total Local Sources	35,829,803	35,144,197	28,398,935	81%
STATE SOURCES	121,607,434	117,094,349	934,355	1%
FEDERAL SOURCES	14,219,654	10,013,967	149,716	1%
INTERDISTRICT SOURCES	14,362,917	14,779,476	3,409,789	23%
TOTAL REVENUE	\$ 186,019,808	\$ 177,031,989	\$ 32,892,795	19%
EXPENDITURES				
INSTRUCTION				
Basic Programs				
Elementary Programs	\$ 43,847,380	\$ 42,366,261	\$ 3,391,380	8%
Middle School Programs	17,915,013	16,839,105	1,323,242	8%
High School Programs	24,919,042	22,653,314	1,825,583	8%
Other Basic Programs	1,410,890	1,487,021	419,157	28%
Total Basic Programs	88,092,325	83,345,701	6,959,362	8%
Added Needs				
Special Education	22,411,186	23,055,557	2,486,962	11%
Compensatory Education	4,616,542	4,352,215	448,014	10%
Vocational Programs	1,019,768	1,087,714	58,915	5%
Total Added Needs	28,047,496	28,495,486	2,993,891	11%
Adult and Continuing Education	66,159	82,930	7,692	9%
TOTAL INSTRUCTION	116,205,980	111,924,117	9,960,945	9%
SUPPORTING SERVICES				
Pupil Support	16,211,876	16,386,464	1,656,619	10%
Instructional Support	7,865,638	7,665,724	1,742,133	23%
General Administration	715,018	790,302	203,681	26%
School Administration	10,572,717	9,791,761	2,290,712	23%
Business Services	2,562,531	2,436,640	712,723	29%
Operations & Maintenance	13,162,325	13,550,191	3,338,460	25%
Transportation	6,715,323	6,548,794	244,152	4%
Central Support Services	4,208,581	4,531,100	1,155,639	26%
Athletics	2,212,171	2,160,436	207,315	10%
TOTAL SUPPORTING SERVICES	64,226,180	63,861,412	11,551,434	18%
COMMUNITY SERVICES/OTHER				
Community Services	221,368	233,911	40,197	17%
Non-voted Debt Service and Leases	1,138,931	1,090,749	170,153	16%
Transfer to Other Funds	91	100	-	0%
TOTAL COMMUNITY SERVICES/OTHER	1,360,390	1,324,760	210,350	16%
TOTAL EXPENDITURES	\$ 181,792,550	\$ 177,110,289	\$ 21,722,729	12%
NET CHANGE IN FUND BALANCE	4,227,258	(78,300)	11,170,066	
BEGINNING FUND BALANCE	17,924,290	22,151,548		
ENDING FUND BALANCE	\$ 22,151,548	\$ 22,073,248		



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
NOTES TO STATEMENT OF REVENUE & EXPENDITURES
JULY 1, 2023 to SEPTEMBER 30, 2023**

REVENUE

- Property taxes are largely collected in the summer. As a result, a large percentage of the budget been realized.
- Tuition and fees primarily relate to summer activities and fees normally collected at the beginning of the school year.
- Interest earnings are trending ahead of original expectations. The budget will be adjusted later in the year.
- State aid payments received during July and August are for the previous year's operations and were part of the prior fiscal year and no State Aid is received during September. State aid for the 2023/2024 year will begin in October. The current revenue from State Sources relates to state grants.
- Federal programs are reimbursed after expenditures have been incurred and there is often a delay in timing before the revenue is received.

EXPENDITURES

- Teachers have received 2 of 24 pays related to the 2023/2024 contract; therefore, we would expect instructional areas to be at approximately 8% of budget. All other employees have received 6 of 24 pays, or about 25%.
- Other basic programs consist of summer school programs and grant-funded preschool programs. The year-to-date costs are primarily related to summer programs, which are largely funded with COVID grant funding.
- Special Education costs are pacing slightly ahead of budget due to fringe benefits. We will monitor this trend and address in a future budget amendment, if necessary.
- Compensatory Education includes programs to help students who need additional supports, such as reading recovery, at-risk services, bilingual support, etc. This category of costs is slightly ahead of budget due to software costs that are incurred at the beginning of the year.
- Business Services expenditures include district fiscal services, such as insurances and tax collection fees, which are paid at the beginning of the year. This expenditure category is where we would expect it to be at this time of the year.
- Transportation costs to-date consist primarily of insurance coverage and transportation for summer programs. The District has not yet been billed for September transportation services by Dean Transportation.



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
DISBURSEMENTS
MONTH ENDING SEPTEMBER 30, 2023**

FUND	PAYROLL	ACCOUNTS PAYABLE	TOTAL
General Fund	\$ 10,972,336	\$ 2,147,877	\$ 13,120,213
Athletics	25,776	43,988	69,764
Student Activity Funds	-	74,458	74,458
Food Service Funds	224,418	249,454	473,872
Federal Funds	897,977	190,627	1,088,604
Capital Project Funds	-	7,383,548	7,383,548
Special Revenue Funds	205,308	14,465	219,773
Debt Service Funds	-	-	-
	<u>\$ 12,325,815</u>	<u>\$ 10,104,417</u>	<u>\$ 22,430,232</u>



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
INVESTMENT HOLDINGS AS OF SEPTEMBER 30, 2023**

	WEIGHTED AVERAGE MATURITY	MARKET VALUE
GENERAL FUND		
MILAF Cash Management Money Market Fund	n/a	\$ 1,079,045
MILAF Cash Management MAX Class Money Market	n/a	13,819,597
GENERAL FUND TOTAL		14,898,642
DEBT FUNDS		
MILAF Cash Management MAX Class Money Market	n/a	15,251,659
Premium Commercial Money Market	n/a	15,492,444
DEBT FUNDS TOTAL		30,744,103
CAPITAL PROJECTS		
MILAF Cash Management Money Market Fund	n/a	8,888,927
MILAF Cash Management MAX Class Money Market	n/a	3,777,037
U.S. Treasury Bonds/Notes	15.84 months	105,739,211
Premium Commercial Money Market	n/a	4,643,459
CAPITAL PROJECT FUNDS TOTAL		123,048,634
TOTAL INVESTMENTS		\$ 168,691,379



OaklandSchools

Learning today. Transforming tomorrow.

INVOICE

CUST #: 00063290

WALLED LAKE CONSOL SD
850 LADD RD BLDG D
WALLED LAKE, MI 48390

Invoice Number: A0001775
Invoice Date: 10/06/2023
Due Date: Upon Receipt

DATE	DESCRIPTION	AMOUNT
09/22/2023	ONE Consortium Fees Period: July 1, 2023 - June 30, 2024	\$36,948.54
	Balance:	\$36,948.54

For questions on this invoice call JULIA SCIACCA at (248) 209-2168

Cut Here

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Please make checks payable to:
OAKLAND SCHOOLS
ATTN: ACCOUNTS RECEIVABLE
2111 Pontiac Lake Rd
Waterford, MI 48328

Customer Number: 00063290
Invoice Number: A0001775
Due Date: Upon Receipt
Total Amount Due: **\$36,948.54**

To send payments via ACH:
Routing #: 072000096
Bank: Comerica Account #: 1851215846
Please include invoice # or payment reference line.

Total Payment \$ _____

Head Start Director's Report

October 19, 2023

Enrollment: We currently have 48 students, (22 males, 26 females) enrolled. Average Daily Attendance is 85%.

Education: Classrooms will be participating in visits from the local librarian this year.

Disabilities: There are currently 3 enrolled children who received services in the month of September and 1 child who has been referred to special education.

Home visits: 49 Home visits have been completed.

Staffing Training: Staff participated in training for Bloodborne Pathogens, Michigan Essentials of Literacy, ALICE training, Preschool science, and Child Development training.

Staffing: There are no new staff members this month.

Outreach: We are advertising our Head Start program throughout the district and surrounding areas. Together with our MTSS support we have started a monthly parent café at the ECC for all families to come socialize, collaborate, and receive parent tips/training/resources. Our first meeting is scheduled for Tuesday, October 24th.

Enrollment: The enrollment process for the 23-24 school year continues as families show interest in the program. Our family services coordinator conducts an intake interview and helps with securing the appropriate documentations. Children are placed on a waiting list according to income and need for the program. Children will be offered a slot in a Head Start classroom based on position on waitlist and when a new opening is available.

Volunteers: We have had 69 volunteers this month

Respectfully Submitted,
Sarah Davey

**NATIONAL EDUCATION WEEK
NOVEMBER 13 - 17, 2023**

WHEREAS, Public education is the backbone of our democracy, providing young people with the tools they need to maintain our Nation's precious values of freedom, civility, and equality; and

WHEREAS, By equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS, Public education employees, be they educators, substitute educators, administrators, custodians, bus drivers, secretarial, paraeducators, food service professionals, skilled trades workers, or technical employees, work tirelessly to serve our children and communities with care and professionalism; and

WHEREAS, Public schools are the foundations of neighborhoods and communities, bringing together adults and children, educators and volunteers, business leaders, and elected officials in a common purpose.

THEREFORE, BE IT FURTHER RESOLVED, that the members of the Walled Lake Schools Board of Education and Administration proclaim November 13-17, 2023, as the observance of National Education Week.

Critical Incident Mapping Proposal – Walled Lake Public Schools

Proposal Number: 2023050401
Proposal For: Walled Lake Public Schools
Attn: Bill Chatfield
Proposal Date: October 3, 2023



Critical Incident Mapping

Critical Incident Mapping in support of PA 93 of 2022 Section 97d Grant
Mapping will include the following:

- Must be compatible with platforms and applications used by local, state, and federal public safety officials.
- Must not require the purchase of additional software for use.
- Must be provided in a printable format.
- Must be verified for accuracy through a walk-through of a school building and school grounds.
- Must be oriented true north.
- Must include accurate floor plans overlaid on or current aerial imagery of a school building or school plan.
- Must include site-specific labeling that matches the structure of the school building, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits.
- Must include site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding roads, and neighboring properties.
- Must include a gridded overlay with x/y coordinates.
- .dwg file included in the deliverable (CAD File)



List of Buildings to be Mapped:

- Commerce Elementary School
- Dublin Elementary School
- Glengary Elementary School
- Mary Helen Guest Elementary School
- Hickory Woods Elementary School
- Keith Elementary School
- Loon Lake Elementary School
- Meadowbrook Elementary School
- Oakley Park Elementary School
- Pleasant Lake Elementary School
- Walled Lake Elementary School
- Wixom Elementary School
- Sarah Banks Middle School
- Clifford Smart Middle School
- James Geisler Middle School
- Walnut Creek Middle School
- Central High School
- Northern High School
- *Western High School
- Educational Services Center
- Outdoor Center
- Transportation/Maintenance
- Early Childhood Center
- Twin Sun
- Additional Facility

**Wait until spring 2024*



Total Contract Price: \$51,000

- **\$1,500 each:** Commerce Elementary School, Dublin Elementary School, Glengary Elementary School, Mary Helen Guest Elementary School, Hickory Woods Elementary School, Keith Elementary School, Loon Lake Elementary School, Meadowbrook Elementary School, Oakley Park Elementary School, Pleasant Lake Elementary School, Walled Lake Elementary School, Wixom Elementary School, Educational Services Center, Outdoor Center, Transportation/Maintenance, Early Childhood Center, Twin Sun Early Childhood Center, Additional Facility.
 - **\$3,000 each:** Sarah Banks Middle School, Clifford H Smart Middle School, James Geisler Middle School, Walnut Creek Middle School
 - **\$4,000 each:** Central High School, Northern High School, Western High School
-

Proposal Acceptance

Expenses:

All VTS expenses related to the model creation and delivery are included in the Fixed Price.

Offer Expiration:

The offer described in this Task Order is valid until December 31, 2023.

(Signature)

Name: _____

Date: _____

Title: _____

Email or Contact info: _____

Customer Purchase Order: _____ (if applicable)



CONDITIONS to Proposal

Work Performed:

VTS will provide qualified personnel to provide the work described herein on a mutually agreed upon schedule.

Payment:

Payment in full is due net 30 days from date of invoice.

Facilities:

Customer shall provide work space and related facilities, as necessary, and access to all necessary Customer personnel and information required for VTS to perform work under this Proposal. Customer acknowledges that such access and facilities is essential to the provision of the work hereunder.

Confidentiality:

Through their relationship, the parties may have access to certain proprietary information and materials of the other, including business plans, customers, technology, trade secrets, and products that are confidential and of substantial value which value would be impaired if such information were disclosed to a third party ("Confidential Information"). The parties agree that, neither shall disclose any such Confidential Information of the other party to any third party and shall take every reasonable precaution to protect the Confidential Information.

Limitation of Liability:

The maximum cumulative and aggregate liability of VTS for all claims arising under or related in any way to the services is limited to Customer's direct damages and shall not exceed the total fees paid by the Customer to VTS under this Proposal. Further, in no event shall either party be liable for special, indirect, incidental, consequential, punitive, or exemplary damages or for loss of profits, revenues, contracts, customers, loss of data, business interruption, or failure to realize expected cost savings even if advised of the possibility of same or same were reasonably foreseeable. Customer acknowledges that the fees fairly reflect this allocation of risk.

Limited Warranty:

VTS WARRANTS THAT THE VTS PERSONNEL WILL BE COMPETENT AND QUALIFIED TO PERFORM THE SERVICES ASSIGNED BY CUSTOMER AS AGREED AND SET FORTH IN THIS PROPOSAL ORDER. IN THE EVENT OF A BREACH OF THIS WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND VTS'S SOLE LIABILITY SHALL BE LIMITED TO VTS'S OBLIGATION TO USE ITS REASONABLE EFFORTS TO REPLACE THE RELEVANT PERSONNEL. THIS IS A SERVICE AGREEMENT. ANY WORK PRODUCT OF ANY KIND, IN ANY FORM OR FORMAT, THAT MAY BE PROVIDED IN CONNECTION WITH THE SERVICES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Ownership: VTS shall own all systems, software, documentation, tools, utilities, methodologies, specifications, techniques, trade secrets, know how, and other materials, owned or in the possession of VTS prior to the effective date of this Proposal or developed by VTS hereunder and/or used in connection with the services, together with all intellectual property rights therein, whether or not they are specifically adapted by VTS for use in the services.

Independent Contractors: The relationship of the parties is that of independent contractors. Under no circumstances shall any employee of one party be deemed to be an employee of the other for any purpose. Neither party shall have the right to assume or create any obligation or responsibility on behalf of the other.

Expenses: Travel and equipment related expenses are included in the Fixed Price proposals above. There are no additional expenses associated to this project.

Entire Agreement: This Proposal contains the entire agreement between the parties. No other terms or conditions shall have any effect unless contained in a writing signed by authorized representatives of both parties. If Customer issues a purchase order (PO) in connection with the services described in this Consulting Services Order, Customer shall insert the PO number in the space provided at the top of this Proposal and attach the PO, with the understanding that any terms and conditions set forth in such PO shall have no force or effect.

Governing Law: This proposal shall be governed by and construed under the laws of the State of Michigan, without reference to choice of law principles. In the event of any litigation between the parties, such litigation shall be commenced and maintained exclusively in the United States District Court for Livingston County, Michigan. The parties expressly submit themselves to the exclusive jurisdiction of such courts.

Changes: Should Customer desire to modify or extend the work performed under this proposal after it has been signed, the parties will develop and sign written change orders. Prior to Customer's issuance of change orders, VTS will provide a detailed description of work to be completed, fee and expense estimates, and duration. Customer will



authorize the change order via a written notification prior to VTS initiating any work. Pricing and payment terms will be set forth in each change order. Delays or scope additions will be billed at an hourly rate that will be provided upon a written request from The Aspen Group for a change order to the work being performed.





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 Lake Forest, CA 92630
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business.toshiba.com/usa

October 26, 2023

Thank you for your interest in Toshiba America Business Solutions and our portfolio of industry-leading products and services. The following pricing quote is submitted for your review.

PRICING QUOTE ACKNOWLEDGEMENT

Account Name: Walled Lake Schools
 Quote ID: 138168 - In Compliance with the Michigan Association of Counties (MAC) Cooperative Contract 2021-HV-600/986-011821-H
 Quote Name: High School and Middle School Cafeterias
 Expiration: 1/31/2024

Part Numbers	Line#	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Walled Lake Northern					
ME431	1	43" Ultra High Definition Commercial Display	4	\$805.63	\$3,222.53
Y10C225-B1	2	Black	4	\$20.00	\$80.00
ELM-AE2-P-W	3	Media Player: DS/PENTIUM, 8GB RAM, 256GB M.2 SSD, WIFI, 3.5MM AUDIO, ACTIVE COOLING, EXTERNAL POWER, W10 IOT, 3YR WARRANTY	2	\$895.00	\$1,790.00
ELM-AE4-A-W	4	SENECA ELEMENT MEDIA PLAYER - QUAD OUTPUT - AMD PROCESSOR - WINDOWS 10 IOT, 256 GB SSD, 8GB RAM, WIFI, 3YR	1	\$1,040.00	\$1,040.00
ST650	5	Standard tilt mount	2	\$119.00	\$238.00
SA752PU	6	Articulating Arm Mount	2	\$409.00	\$818.00
40303-CGO	7	C2G 1m (3ft) 4K HDMI Cable with Ethernet - High Speed	4	\$7.00	\$28.00
15,180	8	DS/3FT CAT5E BLACK UTP PATCH	3	\$3.99	\$11.97
SA04148-9N6	9	Outlet Surge Protector 450J	2	\$12.99	\$25.98
N9Z-00001	10	WIRELESS KEYBOARD & MOUSE COMBO	1	\$37.00	\$37.00
KDS1SC0S0010	11	DS/KORBYT SIGNAGE - MULT-ZONE CMS SUBSCRIPTION; PER ENDPOINT	9	\$420.00	\$3,780.00
TSS-SITE SURVEY	12	Site Survey	1	\$250.00	\$250.00
TSS-INSTAD	13	Trip Charge	1	\$150.00	\$150.00
TSS-INSTW2	14	Display install fee	4	\$345.00	\$1,380.00
TSS-PROFSVC	15	Lift Rental	1	\$825.00	\$825.00
TSS-INSTM2	16	Media player Install Fee	3	\$40.00	\$120.00
TSS-HELPEDESK	17	Yearly Help Desk Service (Annual Subscription - Three Years Quoted)	21	\$25.00	\$525.00
TSS-DEL	18	Delivery Charge - Displays	4	\$50.00	\$200.00
CONTENTCRTNSRV	19	Site Specific Content Development and End User Training	10	\$190.00	\$1,900.00
					\$16,421.48
Clifford Smart MS					
ME551	1	55" Ultra High Definition Commercial Display	2	\$1,171.50	\$2,343.00
Y10C225-B1	2	Black	2	\$20.00	\$40.00
ELM-AE2-P-W	3	Media Player: DS/PENTIUM, 8GB RAM, 256GB M.2 SSD, WIFI, 3.5MM AUDIO, ACTIVE COOLING, EXTERNAL POWER, W10 IOT, 3YR WARRANTY	2	\$895.00	\$1,790.00
DST660	4	Tilt Mount with DMP Enclosure	2	\$305.00	\$610.00
40303-CGO	5	C2G 1m (3ft) 4K HDMI Cable with Ethernet - High Speed	2	\$7.00	\$14.00
15180	6	DS/3FT CAT5E BLACK UTP PATCH	2	\$3.99	\$7.98
SA04148-9N6	7	Outlet Surge Protector 450J	2	\$12.99	\$25.98
N9Z-00001	8	WIRELESS KEYBOARD & MOUSE COMBO	1	\$37.00	\$37.00
KDS1SC0S0010	9	DS/KORBYT SIGNAGE - MULT-ZONE CMS SUBSCRIPTION; PER ENDPOINT	6	\$420.00	\$2,520.00
TSS-SITE SURVEY	10	Site Survey	1	\$250.00	\$250.00
TSS-INSTAD	11	Trip Charge	1	\$150.00	\$150.00
TSS-INSTW2	12	Display install fee	2	\$345.00	\$690.00
TSS-PROFSVC	13	Lift Rental	1	\$825.00	\$825.00
TSS-INSTM2	14	Media player Install Fee	2	\$40.00	\$80.00
TSS-HELPEDESK	15	Yearly Help Desk Service (Annual Subscription - Three Years Quoted)	12	\$25.00	\$300.00
TSS-DEL	16	Delivery Charge - Displays	2	\$50.00	\$100.00
CONTENTCRTNSRV	17	Site Specific Content Development and End User Training	10	\$190.00	\$1,900.00
					\$11,682.96
Walled Lake Central					
ME551	1	55" Ultra High Definition Commercial Display	1	\$1,171.50	\$1,171.50
ME651	2	65" Ultra High Definition Commercial Display	2	\$1,565.00	\$3,130.00
Y10C225-B1	3	Rocstor Premium Sft 1 Port USB to Null Modem RS232 DB9 Serial DCE Adapter Cable with FTDI - 1 x DB-9 Female Serial - 1 x USB Type A Male	3	\$20.00	\$60.00
ELM-AE2-P-W	4	Media Player: DS/PENTIUM, 8GB RAM, 256GB M.2 SSD, WIFI, 3.5MM AUDIO, ACTIVE COOLING, EXTERNAL POWER, W10 IOT, 3YR WARRANTY	3	\$895.00	\$2,685.00
DST660	5	Tilt Mount with DMP Enclosure	3	\$305.00	\$915.00
40303-CGO	6	C2G 1m (3ft) 4K HDMI Cable with Ethernet - High Speed	3	\$7.00	\$21.00
15,180	7	DS/3FT CAT5E BLACK UTP PATCH	3	\$3.99	\$11.97
SA04148-9N6	8	Outlet Surge Protector 450J	3	\$12.99	\$38.97
N9Z-00001	9	WIRELESS KEYBOARD & MOUSE COMBO	1	\$37.00	\$37.00
KDS1SC0S0010	10	DS/KORBYT SIGNAGE - MULT-ZONE CMS SUBSCRIPTION; PER ENDPOINT	9	\$420.00	\$3,780.00
TSS-SITE SURVEY	11	Site Survey	1	\$250.00	\$250.00
TSS-INSTAD	12	Trip Charge	1	\$150.00	\$150.00
TSS-INSTW2	13	Display install fee	3	\$345.00	\$1,035.00
TSS-PROFSVC	14	Lift Rental	1	\$825.00	\$825.00
TSS-INSTM2	15	Media player Install Fee	3	\$40.00	\$120.00
TSS-HELPEDESK	16	Yearly Help Desk Service (Annual Subscription - Three Years Quoted)	18	\$25.00	\$450.00
TSS-DEL	17	Delivery Charge - Displays	3	\$50.00	\$150.00
CONTENTCRTNSRV	18	Site Specific Content Development and End User Training	10	\$190.00	\$1,900.00
					\$16,730.44
Sarah Banks MS					
ME551	1	55" Ultra High Definition Commercial Display	1	\$1,171.50	\$1,171.50
ME501	2	50" Ultra High Definition Commercial Display	1	\$1,059.10	\$1,059.10
Y10C225-B1	3	Rocstor Premium Sft 1 Port USB to Null Modem RS232 DB9 Serial DCE Adapter Cable with FTDI - 1 x DB-9 Female Serial - 1 x USB Type A Male	2	\$20.00	\$40.00
ELM-AE2-P-W	4	Media Player: DS/PENTIUM, 8GB RAM, 256GB M.2 SSD, WIFI, 3.5MM AUDIO, ACTIVE COOLING, EXTERNAL POWER, W10 IOT, 3YR WARRANTY	2	\$895.00	\$1,790.00
DST660	5	Standard tilt mount with enclosure	1	\$305.00	\$305.00
SA752PU	6	Articulating Arm Mount	1	\$419.00	\$419.00
40303-CGO	7	C2G 1m (3ft) 4K HDMI Cable with Ethernet - High Speed	2	\$7.00	\$14.00
15,180	8	DS/3FT CAT5E BLACK UTP PATCH	2	\$3.99	\$7.98
SA04148-9N6	9	Outlet Surge Protector 450J	2	\$12.99	\$25.98
N9Z-00001	10	WIRELESS KEYBOARD & MOUSE COMBO	1	\$37.00	\$37.00
KDS1SC0S0010	11	DS/KORBYT SIGNAGE - MULT-ZONE CMS SUBSCRIPTION; PER ENDPOINT	6	\$420.00	\$2,520.00
TSS-SITE SURVEY	12	Site Survey	1	\$250.00	\$250.00
TSS-INSTAD	13	Trip Charge	1	\$150.00	\$150.00
TSS-INSTW2	14	Display install fee	1	\$345.00	\$345.00
TSS-PROFSVC	15	Lift Rental	1	\$825.00	\$825.00
TSS-INSTM2	16	Media player Install Fee	1	\$40.00	\$40.00



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October 26, 2023

Thank you for your interest in Toshiba America Business Solutions and our portfolio of industry-leading products and services. The following pricing quote is submitted for your review.

PRICING QUOTE ACKNOWLEDGEMENT

Account Name: Walled Lake Schools
 Quote ID: 138168 - In Compliance with the Michigan Association of Counties (MAC) Cooperative Contract 2021-HV-600/986-011821-H
 Quote Name: High School and Middle School Cafeterias
 Expiration: 1/31/2024

Part Numbers	Line#	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
TSS-HELPDESK	17	Yearly Help Desk Service (Annual Subscription - Three Years Quoted)	12	\$25.00	\$300.00
TSS-DEL		Delivery Charge - Displays	2	\$50.00	\$100.00
CONTENTCRTNSRV		Site Specific Content Development and End User Training	10	\$190.00	\$1,900.00
					\$11,299.56
Walnut Creek MS					
ME551	1	55" Ultra High Definition Commercial Display	1	\$1,171.50	\$1,171.50
ME501	2	50" Ultra High Definition Commercial Display	1	\$1,059.10	\$1,059.10
Y10C225-B1	3	Rocstor Premium Sft 1 Port USB to Null Modem RS232 DB9 Serial DCE Adapter Cable with FTDI - 1 x DB-9 Female Serial - 1 x USB Type A Male	2	\$20.00	\$40.00
ELM-AE2-P-W	4	Media Player: DS/PENTIUM, 8GB RAM, 256GB M.2 SSD, WIFI, 3.5MM AUDIO, ACTIVE COOLING, EXTERNAL POWER, W10 IOT, 3YR WARRANTY	2	\$895.00	\$1,790.00
DST660	5	Standard tilt mount with enclosure	1	\$305.00	\$305.00
SA752PU	6	Articulating Arm Mount	1	\$419.00	\$419.00
40303-CGO	7	C2G 1m (3ft) 4K HDMI Cable with Ethernet - High Speed	2	\$7.00	\$14.00
15,180	8	DS/3FT CAT5E BLACK UTP PATCH	2	\$3.99	\$7.98
SA0414B-9N6	9	Outlet Surge Protector 450J	2	\$12.99	\$25.98
N9Z-00001	10	WIRELESS KEYBOARD & MOUSE COMBO	1	\$37.00	\$37.00
KDS1SC0S0010	11	DS/KORBYT SIGNAGE - MULT-ZONE CMS SUBSCRIPTION; PER ENDPOINT	6	\$420.00	\$2,520.00
TSS-SITE SURVEY	12	Site Survey	1	\$250.00	\$250.00
TSS-INSTAD	13	Trip Charge	1	\$150.00	\$150.00
TSS-INSTW2	14	Display install fee	1	\$345.00	\$345.00
TSS-PROFSVC	15	Lift Rental	1	\$825.00	\$825.00
TSS-INSTM2	16	Media player Install Fee	1	\$40.00	\$40.00
TSS-HELPDESK	17	Yearly Help Desk Service (Annual Subscription - Three Years Quoted)	12	\$25.00	\$300.00
TSS-DEL		Delivery Charge - Displays	2	\$50.00	\$100.00
CONTENTCRTNSRV		Site Specific Content Development and End User Training	10	\$190.00	\$1,900.00
					\$11,299.56
Geisler MS					
ME551	1	55" Ultra High Definition Commercial Display	1	\$1,171.50	\$1,171.50
ME501	2	50" Ultra High Definition Commercial Display	1	\$1,059.10	\$1,059.10
Y10C225-B1	3	Rocstor Premium Sft 1 Port USB to Null Modem RS232 DB9 Serial DCE Adapter Cable with FTDI - 1 x DB-9 Female Serial - 1 x USB Type A Male	2	\$20.00	\$40.00
ELM-AE2-P-W	4	Media Player: DS/PENTIUM, 8GB RAM, 256GB M.2 SSD, WIFI, 3.5MM AUDIO, ACTIVE COOLING, EXTERNAL POWER, W10 IOT, 3YR WARRANTY	2	\$895.00	\$1,790.00
DST660	5	Standard tilt mount with enclosure	1	\$305.00	\$305.00
SA752PU	6	Articulating Arm Mount	1	\$419.00	\$419.00
40303-CGO	7	C2G 1m (3ft) 4K HDMI Cable with Ethernet - High Speed	2	\$7.00	\$14.00
15,180	8	DS/3FT CAT5E BLACK UTP PATCH	2	\$3.99	\$7.98
SA0414B-9N6	9	Outlet Surge Protector 450J	2	\$12.99	\$25.98
N9Z-00001	10	WIRELESS KEYBOARD & MOUSE COMBO	1	\$37.00	\$37.00
KDS1SC0S0010	11	DS/KORBYT SIGNAGE - MULT-ZONE CMS SUBSCRIPTION; PER ENDPOINT	6	\$420.00	\$2,520.00
TSS-SITE SURVEY	12	Site Survey	1	\$250.00	\$250.00
TSS-INSTAD	13	Trip Charge	1	\$150.00	\$150.00
TSS-INSTW2	14	Display install fee	1	\$345.00	\$345.00
TSS-PROFSVC	15	Lift Rental	1	\$825.00	\$825.00
TSS-INSTM2	16	Media player Install Fee	1	\$40.00	\$40.00
TSS-HELPDESK	17	Yearly Help Desk Service (Annual Subscription - Three Years Quoted)	12	\$25.00	\$300.00
TSS-DEL		Delivery Charge - Displays	2	\$50.00	\$100.00
CONTENTCRTNSRV		Site Specific Content Development and End User Training	10	\$190.00	\$1,900.00
					\$11,299.56
				Total	\$78,733.56

Name: _____

Title: _____

Signature: _____ Date: _____

Note: Prices valid for products and services to be delivered in the USA only: FOB Origin, Freight Pre-paid and Added. Hardware installation and applicable sales tax not included.

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (“Agreement”) is made and entered into this 1st day of May, 2023 (“Effective Date”), between WALLED LAKE CONSOLIDATED SCHOOLS, a Michigan general powers school district, whose address is 850 Ladd Road, Building D, Walled Lake, Michigan 48390 (hereinafter referred to as “Grantor”), and the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375 (hereinafter referred to as “Grantee”).

RECITALS

A. The Grantor is the owner of certain real property commonly known as Hickory Woods Elementary School, located at legally described and depicted on **Exhibit A**, which is attached hereto and made a part hereof (hereinafter referred to as the “Premises”); and

B. The Grantee desires to acquire from the Grantor certain rights to the Premises in order to operate, maintain, improve, repair and/or replace a City owned sanitary sewer (the “Sanitary Sewer”) thereon.

IT IS THEREFORE AGREED:

1. Grant of Easement. In consideration of the sum of One and 00/100 (\$1.00) Dollar, and other valuable consideration, Grantor hereby grants to Grantee a perpetual, nonexclusive Sanitary Sewer easement as hereinafter described.

2. Character of Easement. The easement granted herein is appurtenant to the Premises.

3. Purpose of Easement. The easement herein shall be used only for the purpose of the operation, maintenance, improvement, repair and/or replacement of the Sanitary Sewer.

4. Location and Description of Easement. The location of the Sanitary Sewer easement granted herein is legally described and depicted on **Exhibit A**, which Exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as the “Easement Area”).

5. Operation, Maintenance, Improvement, Repair and/or Replacement. The operation, maintenance, improvement, repair and/or replacement of the Sanitary Sewer shall be at the sole cost and expense of the Grantee. During all aspects of any work performed on the Premises, Grantee also covenants and agrees to do the following:

a. Backfill and temporarily restore, on a daily basis, all driveways, parking lots and sidewalk areas located upon the Premises and disturbed by virtue of the operation, maintenance, improvement, repair and/or replacement of the Sanitary Sewer until such time as final restoration of the affected areas occurs pursuant to Paragraph 6 herein;

b. Backfill or fence during working hours all excavations on the Premises when not supervised to ensure safety;

c. Secure all equipment and materials during non-working hours so as to prevent access by any licensees, invitees, guests or trespassers;

d. Provide Grantor with continued access for ingress and egress over, under, through and across the Easement Area;

e. Provide Grantor with continued access to the Premises; and

f. Carry on its work to ensure only minimal interference or disruption of Grantor’s school operations on the Premises.

6. Restoration. If upon completion of any maintenance, improvement, repair, replacement, removal or any such work performed upon the Sanitary Sewer, the Premises have been affected in any manner by said maintenance, improvement, repair, replacement, removal and/or any such work performed upon the Premises, Grantee shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such work. Such restoration shall include but not be limited to the following:

a. The restoration of sodded and grassed areas;

- b. Any driveways, parking lots, sidewalks, bike paths, culverts, curbs and headwalls so disturbed shall be restored with like materials and to matching thickness as prior to Grantee's commencement of any such work;
- c. Any and all shrubbery outside of the Easement Area, removed, destroyed or disturbed in any manner shall be replaced upon completion of such work with like shrubs and to matching maturity; and
- d. The restoration of disturbed or destroyed chain link fencing, if any, located upon the Premises.

Such restoration shall occur not later than sixty (60) days after completion of maintenance, improvement, repair, replacement and/or any such work performed upon the Premises. If, however, weather conditions and/or local frost laws prevent the timely restoration of the Premises, such restoration shall occur not later than the first growing season after completion of the work performed.

7. Maintenance. Grantee, at its sole cost and expense, shall be responsible for operating, maintaining, improving, repairing and replacing the Sanitary Sewer in accordance with its standard plan for maintenance of the sanitary sewage disposal system in the City.

8. Grantor's Rights. Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the Easement Area for any and all purposes which do not interfere with or prevent the use by Grantee. If the Grantor or any of Grantor's successors or assigns shall dedicate all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedications, without, however, extinguishing the easement right granted herein.

9. Nonexclusive Easement. The easement, rights, and privileges granted herein are nonexclusive, and Grantor reserves and retains the right to convey similar easements and rights to such other persons as Grantor may deem proper provided such similar easements do not affect Grantee's easement.

10. Liability and Reservation of Rights. Each party shall be responsible for the acts and omissions of their respective employees, contractors, subcontractors and agents. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of either party and shall not be construed to waive the defense of governmental immunity held by any party to this Agreement.

11. Insurance. Grantee, at its sole cost and expense, shall maintain and keep in effect, general liability insurance on the Premises during any operation, maintenance, improvement, repair, replacement, removal or any such work performed upon the Premises. In addition, Grantee shall require each contractor performing work on the Premises to keep in force at its sole cost and expense during and until completion of any operation, maintenance, improvement, repair, replacement, removal or any such work performed upon the Premises which policy(ies).

12. Compliance with Applicable Law. Grantee shall conduct the construction, installation, operation, maintenance, improvement, repair and replacement of the Sanitary Sewer in accordance with all applicable federal, state and local laws, codes, regulations and ordinances regarding same.

13. Covenants to Run with Land. The covenants contained in this Agreement shall run with the land and shall be binding upon the parties and their respective heirs, representatives and successors.

14. Recording of Easement. This Sanitary Sewer Easement Agreement shall be executed in recordable form and shall be recorded with the Oakland County Register of Deeds.

15. Entire Agreement. This Sanitary Sewer Easement Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any modification of this Sanitary Sewer Easement Agreement must be in writing and must be signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Sanitary Sewer Easement Agreement as of the day and year first above written.

GRANTOR:

WALLED LAKE CONSOLIDATED SCHOOLS

WITNESSES:

By: _____

Print Name: _____

Print Name: _____

Its: Superintendent

Print Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PARENT PROPERTY & PUBLIC SANITARY SEWER EASEMENT

LEGAL DESCRIPTION PARENT PROPERTY:

ID 50-22-02-128-006

A parcel of land situated in the NW 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The North 1736 feet of the South 2167.40 feet of the East 950 feet of the East 1/2 of the said Section 2. Except beginning at the SE corner of Lot 34, "Shore Acre Subdivision"; thence South 280.40 feet; thence East 435.61 feet; thence North 267.40 feet; thence West 435.60 feet to the Point of Beginning. Also except beginning at the SE corner of Lot 64 of said Subdivision; thence North 146.46 feet; thence East 435.60; thence South 146.46 feet; thence West 435.60 feet; thence South 146.60 feet; thence West 435.60 feet to the Point of Beginning. Also except beginning at a point distant North 00 degrees 02 minutes 00 seconds East 431.40 feet from the Center of said Section 2; thence North 00 degrees 02 minutes 00 seconds East 294.40 feet; thence North 89 degrees 47 minutes 00 seconds West 436.02 feet; thence South 305 feet; thence North 89 degrees 49 minutes 40 seconds East 435.89 feet to the Point of Beginning. Also except beginning at the NE corner of Lot 57 of said Subdivision; thence North 105 feet; thence South 89 degrees 47 minutes 00 seconds East 300 feet; thence South 260 feet; thence North 89 degrees 47 minutes 00 seconds West 300 feet; thence North 155 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

LEGAL DESCRIPTION SANITARY SEWER EASEMENT:

In the City of Novi, Oakland County, Michigan: A 20 foot wide public easement for the purpose of a sanitary sewer being situated in and a part of the Northwest 1/4 of Section 2, Town 1 North, Range 8 East; more particularly described as follows: Beginning a a point on the North and South 1/4 line of said Section 2 distant North 0 degrees and 02 minutes East 431.40 feet from the center 1/4 corner of Section 2; thence North 0 degrees 02 minutes East along said North and South 1/4 line 294.40 feet; thence North 89 degrees 47 minutes West 436.23; thence South 83 degrees 05 minutes 04 seconds West 179.39 feet to the centerline of said easement and the Point of Beginning of this description; thence North 89 degrees 48 minutes 05 seconds West 334.44 feet to the Point of Ending of this description.

REVISED: 10-04-2023 PER PROPERTY OWNER



Civil Engineers - Land Planning
Land Surveying

Orman Engineering, LLC
5476 Vivian Lane
Waterford, MI 48327
P: 248.682.6001
E: alex@ormanengineering.com

Client:
Orchard Construction & Development
7031 Orchard Lake Rd.
Suite #105
West Bloomfield Twp., MI 48322
Phone: (248) 757-1981

Scale: N/A

Project No.:
1398

Date:
04-03-2023

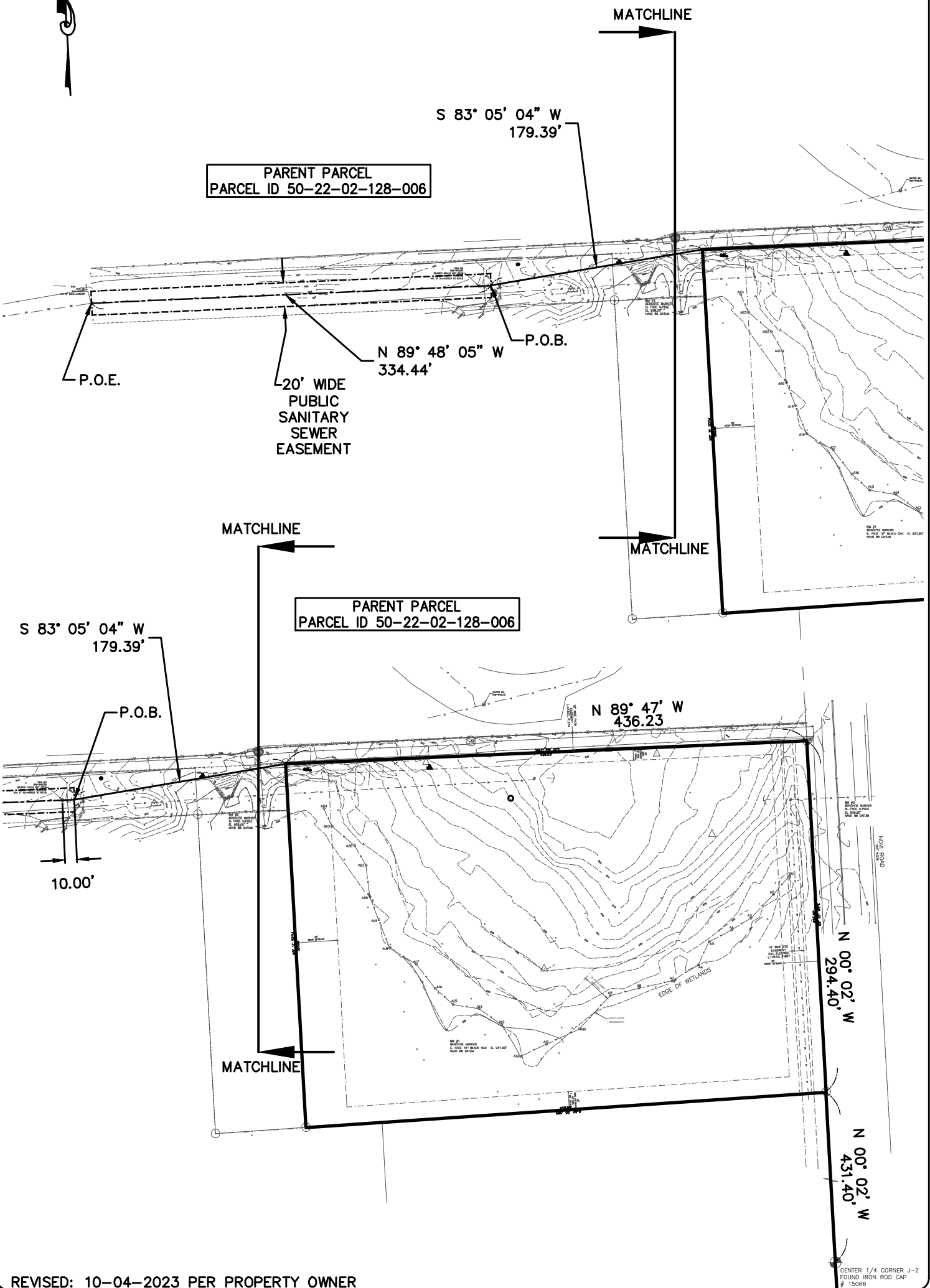
Sheet:
1 OF 2

Drawn By:
S.D.M.

Checked By:
A.O.

EXHIBIT "A"

PUBLIC SANITARY SEWER EASEMENT



REVISED: 10-04-2023 PER PROPERTY OWNER



Orman Engineering, LLC
5476 Vivian Lane
Waterford, MI 48327
P: 248.682.6001
E: alex@ormanengineering.com

Client:
Orchard Construction & Development
7031 Orchard Lake Rd.
Suite #105
West Bloomfield Twp., MI 48322
Phone: (248) 757-1981

Project No.:
1398

Date:
04-03-2023

Sheet:
2 OF 2

Drawn By:
S.D.M.

Checked By:
A.O.

Scale: 1" = 100'

PRIVATE WATERMAIN SERVICE
AND
SANITARY SEWER SERVICE EASEMENT AGREEMENT

THIS PRIVATE WATERMAIN SERVICE AND SANITARY SEWER SERVICE EASEMENT AGREEMENT (“Agreement”) is made and entered into this 2nd day of November, 2023 (“Effective Date”), between WALLED LAKE CONSOLIDATED SCHOOLS, a Michigan general powers school district, whose address is 850 Ladd Road, Building D, Walled Lake, Michigan 48390 (hereinafter referred to as “Grantor”), and is AYAD KASHAT, whose address is 30551 Novi Road, Novi, Michigan 48377 (hereinafter collectively referred to as the “Grantees”).

RECITALS

A. The Grantor is the owner of certain real property commonly known as Hickory Woods Elementary School, located at 30655 Novi Road, Novi, Michigan 48377 and is legally described on **Exhibit A**, which Exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as the “Premises”); and

B. The Grantees are the owner of certain parcel of real property commonly known as 280 New Court, Novi, Michigan 48377, which property is located adjacent to the Premises (hereinafter the “Grantee’s Property”); and

C. In order to permit the development of single family homes on the Grantees’ Property, it is necessary for the Grantees to obtain certain rights to the Premises in order to permit the Grantees to: 1) construct, install, operate, maintain, repair and/or replace a private watermain lead and related appurtenances (the “Watermain Lead”) and connect a two (2”) inch PVC Watermain Lead into the Grantor’s existing Watermain located on the Premises (the “School District Watermain”) so that the Grantees’ Property can be supplied with domestic water; and 2) construct, install, operate, maintain, repair and/or replace a private sanitary sewer lead and related appurtenances (the “Sanitary Sewer Lead”), being a six (6”) inch diameter gravity sewer from existing manhole to new four (4’) foot receiving manhole, and then two (2”) inch PVC force main from new manhole to property line connecting into the existing Sanitary Sewer located on the Premises, which is to become a public sanitary sewer (the “Public Sanitary Sewer System”) so that sanitary sewer from the Grantees’ Property drains into the Public Sanitary Sewer System located on the Premises; and

D. The Grantees desire to acquire certain rights from the Grantor in order to: 1) construct install, operate, maintain, repair and/or replace the Watermain Lead and connect said Watermain Lead into the public Watermain located on Grantor’s Premises; and 2) construct, install, operate, maintain, repair and/or replace the Sanitary Sewer Lead and connect said Sanitary Sewer Lead into the Public Sanitary Sewer System located on Grantor’s Premises.

IT IS THEREFORE AGREED:

1. **Grant of Easement.** In consideration of the sum of One and 00/100 (\$1.00) Dollar, and other valuable consideration, the Grantor hereby grants to the Grantees a perpetual, nonexclusive Watermain Service and Sanitary Sewer Service easement as hereinafter described.

2. **Character of Easement.** The easement granted herein is appurtenant to the Premises.

3. **Purpose of Easement.** The purpose of this grant and conveyance is to provide the Grantees with an easement to permit the construction, installation, operation, maintenance, repair and/or replacement of the Watermain Lead and Sanitary Sewer Lead and to provide the Grantees with access to a portion of the Premises as described herein for the limited purpose of constructing, installing, operating, maintaining, repairing and/or replacing the Watermain Lead and Sanitary Sewer Lead.

4. **Location and Description of Easement.** The location of the Sanitary Sewer Service and Watermain Service easements granted herein are each depicted and legally described on **Exhibits B and C (respectively)**, which Exhibits are attached hereto and incorporated herein by reference (hereinafter collectively referred to as the “Sanitary Sewer Service Easement” and the “Watermain Service Easement”).

5. **Construction, Installation, Operation, Maintenance, Repair and/or Replacement.** The construction, installation, operation, maintenance, repair and/or replacement of the Watermain Lead and Sanitary Sewer Lead shall be at the sole cost and expense of the Grantees. Notwithstanding the above, the Grantees, or a subsequent purchaser of the Grantees’ Property, shall provide the Grantor with thirty (30) days advanced written notice prior to commencement of any maintenance, repair and/or replacement of the Watermain Lead and Sanitary Sewer Lead, except in emergency situations. Any maintenance, repair and/or replacement of the Grantor’s School District Watermain or the Public Sanitary Sewer System caused by the Grantees, or a subsequent purchaser of Grantees’ Property, shall be at the sole cost and expense of the Grantees.

6. **Restoration.** If upon completion of any construction, installation, operation, maintenance, repair, replacement and/or any such work performed upon the Watermain Lead and Sanitary Sewer Lead, the Premises have been affected in any manner by said construction, installation, operation, maintenance, repair, replacement, removal and/or any

such work performed upon the Premises, the Grantees, at the sole cost and expense of the Grantees, or a subsequent purchaser of the Grantees' Property, shall restore the Premises to a condition as good as its condition prior to such work.

7. Maintenance. The Grantees, at the sole cost and expense of the Grantees, or any subsequent purchaser of the Grantees' Property, shall be responsible for operating, maintaining, repairing and/or replacing the Watermain Lead and Sanitary Sewer Lead in the condition required for its intended use, including the regular removal of silt, debris, vegetation, or other matter that may interfere with proper operation of the Grantor's School District Watermain or the Grantor's School District Sanitary Sewer System. Notwithstanding the foregoing, in the event that a repair is not timely made and the delay interrupts the Grantor's normal educational operations at the Premises, then in that event, the Grantor has the right, but not the obligation, to repair the Watermain Lead or Sanitary Sewer Lead in order to permit the Grantor to operate school and the Grantees, at the sole cost and expenses of the Grantees, or any subsequent purchaser of the Grantee's, shall be responsible to reimburse the Grantor the cost of repairing the same.

8. Grantor's Rights. The Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the Watermain Service Easement Area and the Sanitary Sewer Service Easement for any and all purposes which do not interfere with or prevent the use by the Grantees.

9. Nonexclusive Easement. The easement, rights, and privileges granted herein are nonexclusive, and the Grantor reserves and retains the right to convey similar easements and rights to such other persons as the Grantor may deem proper provided such similar easements do not affect Grantees' easement.

10. Indemnification. The Grantees, by acceptance and execution of this Agreement, hereby agree to indemnify, defend and hold harmless the Grantor, its Board of Education, its Board members, in their official and individual capacities, its administrators, employees, agents, contractors, representatives, successors and assigns from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, injuries, liabilities, damages, costs, expenses, including actual attorneys' fees and actual expert witness' fees, for any injury to any person(s) on or within the Premises, or damage to any property, including but not limited to property of the Grantor, paid or incurred by the Grantor, arising out of, resulting from or incident to, any act or omission of the Grantees, its guests, licensees, invitees, employees, contractors, any person(s) under oral or written contract with the Grantees, or any subsequent purchaser of the Grantees' Property, relative to the Watermain Service Easement Area or the Sanitary Sewer Service Easement or use thereof granted herein. The indemnity obligations contained in this Paragraph shall not be limited by the Grantees' insurance obligations contained in this Agreement.

11. Insurance. The Grantees shall require each contractor performing work on the Premises to keep in force at its sole cost and expense during and until completion of any construction, installation, operation, maintenance, repair, replacement and/or any such work performed upon the Premises, in a form acceptable to the Grantor, an Owner's and Contractor's Protective Policy naming the Grantor as the principal insured and shall also require each contractor to name the Grantor as an additional insured on all Contractor Policies of insurance with both policies having minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person, and minimum limits of \$3,000,000.00 on account of bodily injuries or death of more than one person, or such other amounts as the Grantor may, from time to time, reasonably request, as a result of any one accident or occurrence; and property damage insurance with minimum limits of \$1,000,000.00, or such other amounts as the Grantor may, from time to time, reasonably request. Prior to commencement of any work, the Grantees shall provide the Grantor with a certificate of insurance or other written evidence of the Grantor's coverage as an additional insured, including an endorsement which states that such insurance may not be cancelled except upon ten (10) days prior written notice to the Grantor.

12. Liability of Grantees. The Grantees, or any subsequent purchaser of the Grantees' Property, shall be liable to the Grantor for liabilities incurred by the Grantor, arising out of the actions of Grantees during the construction, installation, operation, maintenance, repair, replacement, or any work performed upon the Watermain Lead or the Sanitary Sewer Lead on the easement granted. These liabilities shall include costs, expenses, attorney's fees and liabilities for personal injury or property damage, including damage to property of the Grantor. The terms "Grantee" and "Grantor" shall include their designees, agents, contractors, successors and employees. Nothing in this clause shall be construed to limit the Grantor's defenses and rights, including the right to assert a claim of governmental immunity.

13. Compliance with Applicable Law. The Grantees shall conduct the construction, installation, operation, maintenance, repair and/or replacement of the Watermain Lead or Sanitary Sewer Lead in accordance with all applicable federal, state and local laws, codes, regulations and ordinances regarding same.

14. Covenants to Run with Land. The covenants contained in this Watermain Service and Sanitary Sewer Service Easement Agreement shall run with the land and shall be binding upon the parties and their respective heirs, representatives and successors.

15. Recording of Easement. This Watermain Lead and Sanitary Sewer Service Easement Agreement shall be executed in recordable form and shall be recorded with the Oakland County Register of Deeds.

16. Entire Agreement. This Watermain Service and Sanitary Sewer Service Easement Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Easement Agreement shall be of no force and effect. Any modification of this Watermain Service and Sanitary Sewer Service Easement Agreement must be in writing and must be signed by the party to be charged.

[signatures next page]

The parties hereto have executed this WATERMAIN SERVICE AND SANITARY SEWER SERVICE EASEMENT AGREEMENT as of the day and year first above written.

**GRANTOR:
WALLED LAKE CONSOLIDATED SCHOOLS**

By: _____
Christopher Delgado

Its: Superintendent

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On ___ day of _____, 2023 before me, the undersigned notary public in and for said County, personally appeared Christopher Delgado, Superintendent of Walled Lake Consolidated Schools, to me known to be the same person who executed the within instrument on behalf of Walled Lake Consolidated Schools, and who acknowledges the same to be the free act and deed of Walled Lake Consolidated Schools.

_____, Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

GRANTEES:

By: _____
Ayad Kashat

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On ___ day of _____, 2023, before me, the undersigned notary public in and for said County, personally appeared Ayad Kashat to me known to be the same person who executed the within instrument and who acknowledge the same to be the free act and deed of Ayad Kashat.

_____, Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Part of Sidwell No.: 22-02-128-006

Recording Fee: _____

Drafted by:
Dana L. Abrahams, Esq.
CLARK HILL PLC
151 S. Old Woodward, Suite 200
Birmingham, MI 48009

When recorded return to:
Grantee

EXHIBIT "A"
LEGAL DESCRIPTION OF PARENT PROPERTY

LEGAL DESCRIPTION PARENT PROPERTY:

ID 50-22-02-128-006

A parcel of land situated in the NW 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as:

The North 1736 feet of the South 2167.40 feet of the East 950 feet of the East 1/2 of the said Section 2. Except beginning at the SE corner of Lot 34, "Shore Acre Subdivision"; thence South 280.40 feet; thence East 435.61 feet; thence North 267.40 feet; thence West 435.60 feet to the Point of Beginning. Also except beginning at the SE corner of Lot 64 of said Subdivision; thence North 146.46 feet; thence East 435.60; thence South 146.46 feet; thence West 435.60 feet; thence South 146.60 feet; thence West 435.60 feet to the Point of Beginning. Also except beginning at a point distant North 00 degrees 02 minutes 00 seconds East 431.40 feet from the Center of said Section 2; thence North 00 degrees 02 minutes 00 seconds East 294.40 feet; thence North 89 degrees 47 minutes 00 seconds West 436.02 feet; thence South 305 feet; thence North 89 degrees 49 minutes 40 seconds East 435.89 feet to the Point of Beginning. Also except beginning at the NE corner of Lot 57 of said Subdivision; thence North 105 feet; thence South 89 degrees 47 minutes 00 seconds East 300 feet; thence South 260 feet; thence North 89 degrees 47 minutes 00 seconds West 300 feet; thence North 155 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

REVISED: 10-04-2023 PER PROPERTY OWNER


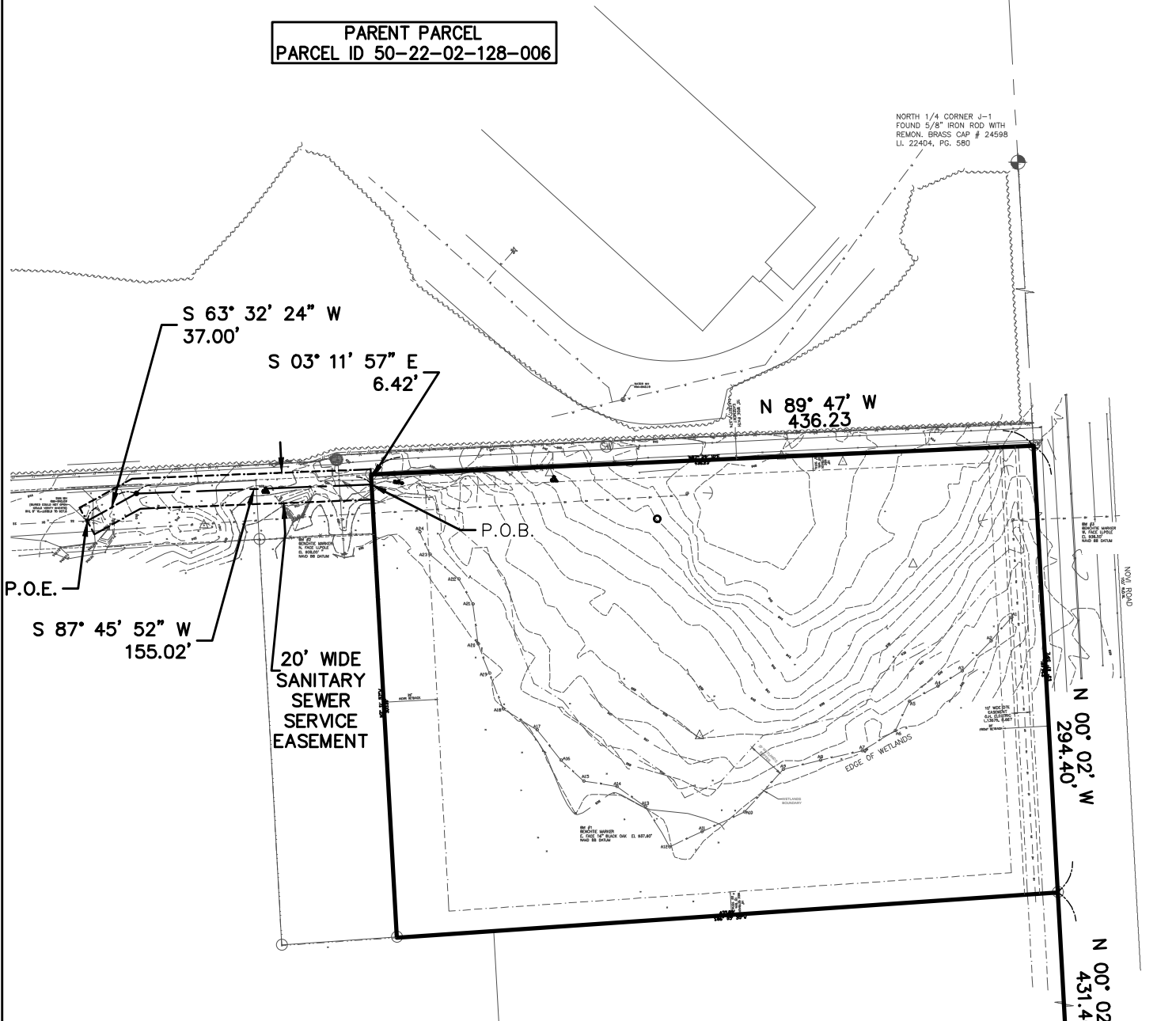
 Orman Engineering Civil Engineers - Land Planning Land Surveying	Orman Engineering, LLC 5476 Vivian Lane Waterford, MI 48327 P: 248.682.6001 E: alex@ormanengineering.com	<i>Client:</i> Orchard Construction & Development 7031 Orchard Lake Rd. Suite #105 West Bloomfield Twp., MI 48322 Phone: (248) 757-1981	<i>Project No.:</i> 1398	
	<i>Date:</i> 04-03-2023		<i>Sheet:</i> 1 OF 1	
	<i>Scale:</i> N/A		<i>Drawn By:</i> S.D.M.	<i>Checked By:</i> A.O.

EXHIBIT "B"

SANITARY SEWER SERVICE EASEMENT



PARENT PARCEL
PARCEL ID 50-22-02-128-006



LEGAL DESCRIPTION SANITARY SEWER SERVICE EASEMENT:

In the City of Novi, Oakland County, Michigan: A 20 foot wide easement for the purpose of a sanitary sewer being situated in and a part of the Northwest 1/4 of Section 2, Town 1 North, Range 8 East; more particularly described as follows: Beginning a a point on the North and South 1/4 line of said Section 2 distant North 0 degrees and 02 minutes East 431.40 feet from the center 1/4 corner of Section 2; thence North 0 degrees 02 minutes East along said North and South 1/4 line 294.40 feet; thence North 89 degrees 47 minutes West 436.23; thence South 03 degrees 11 minutes 57 seconds East 6.42 feet to the centerline of said easement and the Point of Beginning of this description; thence South 87 degrees 45 minutes 52 seconds West 155.02 feet; thence South 63 degrees 32 minutes 24 seconds West 37.00 feet to the Point of Ending of this description.

REVISED: 10-04-2023 PER PROPERTY OWNER



Orman Engineering, LLC
5476 Vivian Lane
Waterford, MI 48327
P: 248.682.6001
E: alex@ormanengineering.com

Client:
Orchard Construction & Development
7031 Orchard Lake Rd.
Suite #105
West Bloomfield Twp., MI 48322
Phone: (248) 757-1981

Project No.:
1398

Date:
04-03-2023

Sheet:
1 OF 1

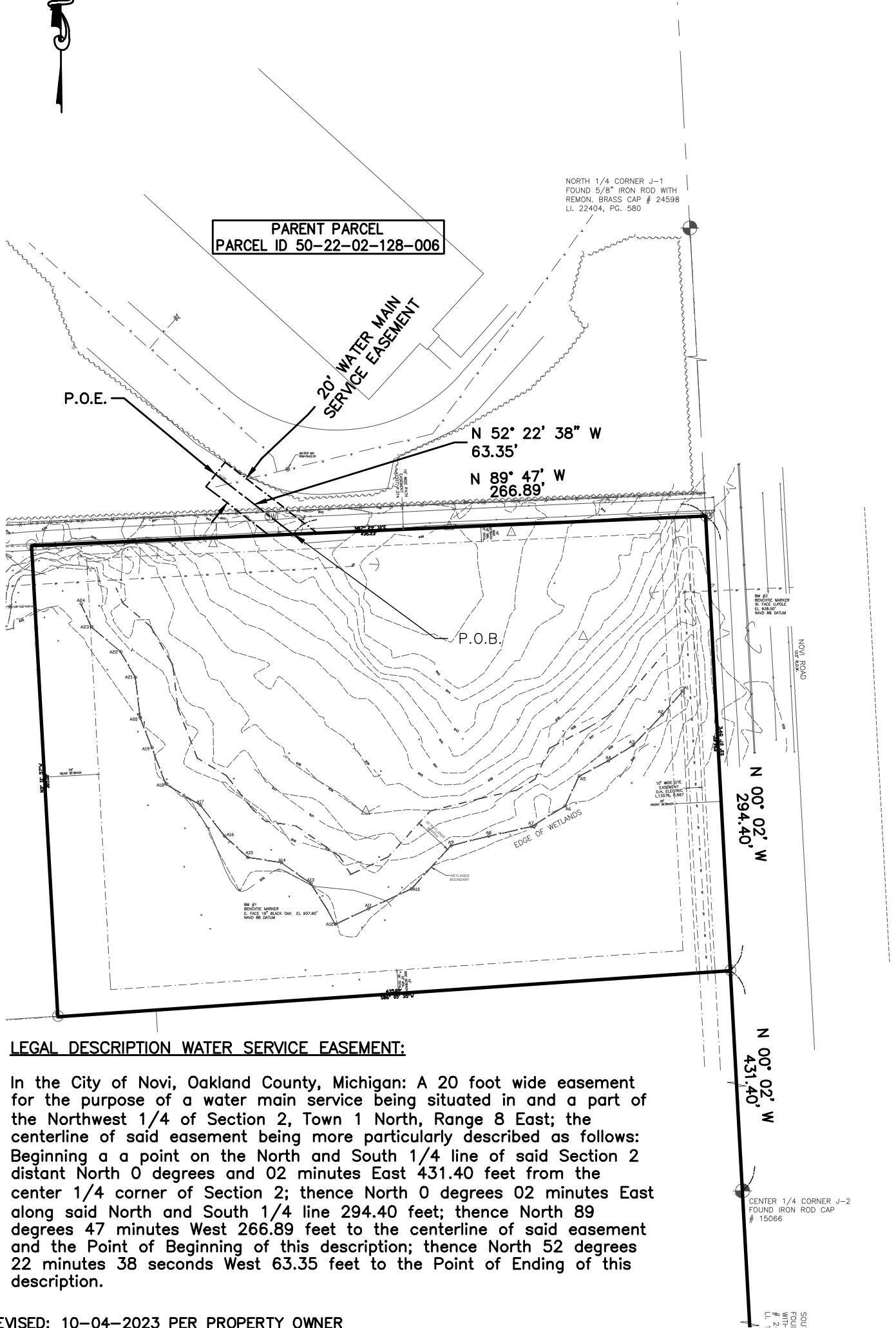
Drawn By:
S.D.M.

Checked By:
A.O.

Scale: 1" = 100'

EXHIBIT "C"


WATER MAIN SERVICE EASEMENT



LEGAL DESCRIPTION WATER SERVICE EASEMENT:

In the City of Novi, Oakland County, Michigan: A 20 foot wide easement for the purpose of a water main service being situated in and a part of the Northwest 1/4 of Section 2, Town 1 North, Range 8 East; the centerline of said easement being more particularly described as follows: Beginning a a point on the North and South 1/4 line of said Section 2 distant North 0 degrees and 02 minutes East 431.40 feet from the center 1/4 corner of Section 2; thence North 0 degrees 02 minutes East along said North and South 1/4 line 294.40 feet; thence North 89 degrees 47 minutes West 266.89 feet to the centerline of said easement and the Point of Beginning of this description; thence North 52 degrees 22 minutes 38 seconds West 63.35 feet to the Point of Ending of this description.

REVISED: 10-04-2023 PER PROPERTY OWNER
 REVISED: 05-12-2023 PER FIELD CONDITIONS

 Civil Engineers - Land Planning Land Surveying	Orman Engineering, LLC 5476 Vivian Lane Waterford, MI 48327 P: 248.682.6001 E: alex@ormanengineering.com	Client: Orchard Construction & Development 7031 Orchard Lake Rd. Suite #105 West Bloomfield Twp., MI 48322 Phone: (248) 757-1981	
		Project No.: 1398	
		Date: 04-03-2023	Sheet: 1 OF 1
		Drawn By: S.D.M.	Checked By: A.O.
		Scale: 1" = 80'	

Walled Lake Consolidated School District District Board Policy Adoption(s)

November 2, 2023, Regular Board Meeting Review

December 7, 2023, Regular Board Meeting Proposed Adoption

#1

1002 - Meetings of the Board of Education

~~**Electronic Meetings and Remote Participation.** Until December 31, 2020, the Board may hold any and all meetings wholly electronically and individual Board members may, for any reason, participate remotely in Board meetings held in a physical location. Beginning January 1, 2021, the Board may hold meetings wholly electronically in the event of a local or statewide emergency or disaster that would risk the health or safety of the public if the meeting was held in a physical location. Individual Board members may also participate in meetings remotely if their absence is due to such an emergency or disaster, military duty, or a medical condition. Beginning January 1, 2022, Board members may only participate in meetings remotely if their absence is due to military duty.~~

~~Board meetings may be held wholly electronically so long as members of the general public may also attend electronically and are able to hear and be heard by the Board. For meetings in which any or all Board members attend remotely, the following conditions must be met:~~

- ~~• At the beginning of the meeting, any Board member attending remotely must announce s/he is attending remotely and, unless absent due to military duty, disclose the city, township, village, etc. and state from which s/he is participating;~~
- ~~• The Board Secretary must include the name of each Board member attending remotely in the meeting minutes;~~
- ~~• The Board member attending remotely must hear and be heard by other Board members and those in attendance at the Board meeting;~~
- ~~• The Board member attending remotely must notify the Board President at least one (1) business day before the meeting that s/he will participate remotely to allow the Board President to make arrangements to notify the general public of the means by which it may contact the Board member prior to the meeting; and~~
- ~~• The Board President must take steps to ensure the general public is aware of the manner any Board member attending remotely voted on any and all matters brought before the Board for a vote, such as requiring roll call voting.~~

~~Consistent with MCL 15.263a(4) and (5), the Board will post notice of wholly electronic meetings at least 18 hours and an agenda at least two (2) hours in advance of the meeting here: <https://wlcsd.org/board-of-education/meeting-minutes/>~~

Electronic Meetings and Remote Participation. A Board member must be physically present at the meeting to participate in a meeting as a Board member, except as otherwise permitted by the OMA.

If a Board member participates in a Board meeting remotely because of an absence due to military duty, or as the only reasonable accommodation available for a disability, as defined by the Americans with Disabilities Act (ADA), that would otherwise prevent the Board member from attending the Board meeting, the following conditions must be met:

- In addition to any other notice required under the OMA, the Board must post advance notice consistent with MCL 15.263a(4) and post the agenda consistent with MCL 15.263a(5);
- The Board Secretary must include the name of each Board member attending remotely in the

Walled Lake Consolidated School District District Board Policy Adoption(s)

November 2, 2023, Regular Board Meeting Review

December 7, 2023, Regular Board Meeting Proposed Adoption

meeting minutes, and

- aAn announcement must be made at the outset of the meeting that the Board member is attending remotely. Except for a Board member absent due to military duty, the announcement must also identify the Board member's specific location by state and city, township, county, or village;
- The Board must use 2-way communication so that Board members attending remotely can hear and be heard by other Board members and public participants;
- The Board member attending remotely must notify the Board President Superintendent at least approximately 8 (eight) ~~12 (twelve)~~ hours before the meeting that s/he will participate remotely to allow the Board President to make arrangements to notify the general public of the means by which it may contact the Board member prior to the meeting; and
- The Board President must take steps to ensure the general public is aware of the manner any Board member attending remotely voted on any and all matters brought before the Board for a vote, such as requiring roll call voting.

#2 0003 – The Superintendent of Schools

The Board will employ a Superintendent of Schools in conformity with the Revised School Code (RSC) and other applicable laws. The Superintendent will serve as the School District's chief administrator. As part of those responsibilities, the Superintendent is authorized by the Board to make employment decisions, including hiring and termination. ~~with respect to all non-administrative and non-teaching staff.~~

The Board is represented in all labor negotiation proceedings by a negotiating team. The Superintendent shall select the bargaining team for the School District and will review the negotiating team priorities with the Board for input. Collective bargaining agreements negotiated by the team are subject to ratification by the Board.

The Superintendent and is responsible for the development and implementation of Administrative Regulations that give operational effect to the Board Policies. Regulations are to be consistent with these Bylaws and Policies and, except as otherwise agreed by the Board, will not be effective for a period of one month from the date they are provided to the Board. The Board will, at all times, have access to the Administrative Regulations, as well as any prior versions. The Board may, request to, but is not required to, formally approve Administrative Regulations. A reference to the Superintendent in these Bylaws and Policies (and in any Administrative Regulations that may be promulgated) means the Superintendent or his/her designee, unless otherwise expressly stated.

#3 1001 – Organization and Functioning of the Board

Removal from Officer Positions~~Removal from Office~~ – The Board may remove a person from an

Walled Lake Consolidated School District District Board Policy Adoption(s)

November 2, 2023, Regular Board Meeting Review

December 7, 2023, Regular Board Meeting Proposed Adoption

elected Board office by a majority vote of the serving members. Removal from an office does not constitute removal from the Board.

#4 2001 – Admissions and Enrollment

Children of Non-resident Employees. A child of a non-resident employee of the School District may be permitted to enroll in the School District without the payment of tuition, provided the enrolling student is enrolling in the K-12 program. Once enrolled, such a student will be permitted to continue to attend the School District through graduation or receipt of a certificate of completion, as long as the employee remains employed with the School District. Such a student will also be permitted to continue to attend the School District if the student is enrolled under this policy and the employee no longer works for the School District due to layoff or elimination of the position. This policy does not, ~~however,~~ bar the long-term suspension or expulsion of a student for a violation of the Student Code of Conduct. For the purposes of this policy, an “employee” is defined as an individual with regularly scheduled hours while school is in session and does not include seasonal, coaching, or third party contracted employees (including substitute teachers). An employee is eligible for this benefit at the start of the next school term/semester.

#5 2006 – Behavior

Personal Electronic Devices The School District reserves the right to prohibit the possession or use of personal electronic devices on School District property, transportation or at School District-related functions. For purposes of this policy, "personal electronic device" means a privately owned device that is used for audio, video, or text communications.

Students are permitted to use personal electronic devices only as follows:

- Before and after the regular school day.
- ~~During the student's scheduled lunch time.~~
- As directed by a teacher or other professional staff member, ~~for educational purposes.~~

Students may possess personal electronic devices on their person but the devices must be powered off and kept out of sight in backpacks/purses or lockers except during the times, above.

Students may not use personal electronic devices to broadcast or record audio, images, or video of any student, staff member, or other person in the school or while attending a school-related activity, unless the student has received permission from the person(s) to be broadcasted or recorded.

The Superintendent may develop regulations to further control student possession and use of personal electronic devices.

#6 2007 – Health and Safety

Wellness The Board of Education recognizes that student wellness is integral to learning, growth, and development. The School District will promote proper nutrition and nutrition education, as well

Walled Lake Consolidated School District District Board Policy Adoption(s)

November 2, 2023, Regular Board Meeting Review

December 7, 2023, Regular Board Meeting Proposed Adoption

as regular physical activity, as steps toward student wellness. ~~The School District is committed to creating a school environment that enhances lifelong wellness practices. As required by law, the Board has adopted a Wellness Policy, which is periodically reviewed.~~ The Superintendent will develop administrative regulations to implement this policy.

#7 3001 – Curriculum Development

The Board directs the Superintendent, or designee, to develop, implement, and provide ongoing evaluation of the School District's core academic curriculum. The curriculum will:

- Be consistent with the Board's policy on Student Learning and Achievement;
- Meet or exceed all requirements of the State of Michigan for instructional programs; and,
- Be standards based and founded upon legally-compliant, research-based grade level learning and achievement standards that lead to the awarding of a School District diploma.

The School District's curriculum will also include legally-compliant, research-based learning and achievement standards for students who participate in career and technical education programs, as well as address the needs and provide legally compliant opportunities for students with disabilities and students who are considered gifted.

The Superintendent will appoint well-qualified administrators and teachers to assist the Superintendent in implementing and improving the School District's curriculum, as well as otherwise improving student learning and achievement. Any changes to the School District's core academic curriculum must be approved by the Board, to the extent required by Michigan Law [MCL 380.1278].

#8 3002 – Parental and Family Engagement ("PFE") Involvement

The Board strongly encourages and supports the involvement of parents and families in their children's education. The Superintendent will develop and implement regulations, in consultation with parents, and families, which will include:

- The manner in which the School District will cooperate with parents and families of students to develop students' intellectual and vocational skills in a safe and positive environment;
- The manner in which the School District will permit parents and families to review the School District's curriculum, textbooks, and teaching materials;
- The manner in which the School District will permit parents and families to observe instructional activities, other than testing and assessments, in which their students are enrolled and present; and
- The manner in which the School District will permit the disclosure or use of student information for purposes of sales or marketing.

Parental and Family Engagement ("PFE") involvement is also considered a key component of federal Title I programs. In order to help build a partnership between home and school for purposes of Title I, the School District:

Walled Lake Consolidated School District District Board Policy Adoption(s)

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- Informs parents and families of the program, the reasons for their children's participation and the specific instructional objectives;
- Trains parents and families to work with their children to attain instructional objectives;
- Trains teachers and other staff involved in Title I programs to work effectively with the parents and families of participating students;
- Consults with parents and families on a regular basis;
- Provides opportunities for parents to be involved in the design, operation, and evaluation of the program; and
- Provides opportunities for the full participation of parents and families that who lack literacy skills or whose native language is not English.

The Superintendent will develop and implement regulations that are compliant with Title I. The regulations are to support the above principles and actions and also assure that services provided with state and local funds in Title I schools are comparable to those provided in non-Title I schools in the School District.

#9 3004 – Textbooks and Other Instructional Materials

~~The Board delegates to the Superintendent the authority to purchase and recommend to the Board, for its approval, instructional materials, including textbooks, that are compatible with the School District's curriculum. The Superintendent will utilize well-qualified administrators and teachers to assist in the selection of instructional materials, including textbooks, to be recommended to the Board.~~

Textbooks The use of textbooks (or their modern equivalent) is fundamental to the delivery of the core academic curriculum for students. The Superintendent may utilize well-qualified administrators and teachers to assist in the selection of textbooks to be recommended to the Board for approval, to the extent required by Michigan law [MCL 380.1421/22], and the revised School Code Act 451 of 1976, section 21, health and physical education. Textbook selection criteria will be approved by the Board, prior to implementation.

Other Instructional Materials The delivery of the core academic curriculum is augmented by the use of instructional materials, the approval of which is not required by the Board. The Board delegates to the Superintendent the authority to approve and purchase, consistent with the requirements of Michigan law, other instructional materials. The Superintendent may utilize well-qualified administrators and teachers to assist in the selection of instructional materials. Those materials utilized should be compatible with the School District's core academic curriculum, as approved by the Board. The Board will at all times have access to the District's curriculum documents and resources. At the request of the Board, the Superintendent shall audit any and all materials used for staff preparation and student instruction.

#10 4003 – Conditions of Employment

Alcohol and Drug Free Workplace The Board maintains a workplace free of alcohol and illegal drugs, as well as prescription drugs for which the employee does not have a current, valid

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prescription. An employee or volunteer who is found to have unlawfully manufactured, distributed, dispensed, possessed, or used alcohol or any drug in the workplace shall be disciplined, up to and including discharge from employment. Similarly, an employee or volunteer who is found to have been present in the workplace while under the influence of illegal drugs, prescription drugs for which the employee does not have a current, valid prescription, or alcohol will be subject to discipline, up to and including discharge from employment. The Superintendent may require an employee to submit to a medical examination when there is a reasonable suspicion that the employee is under the influence of drugs or alcohol while performing job duties or on school grounds. ~~All employees must notify the School District, in writing, if charged with a violation of a criminal drug statute occurring in the workplace. Notification must be provided no more than three (3) business days after being arraigned for the crime. All employees agree to abide by this policy as a condition of employment. This notification requirement does not eliminate the obligation of School District employees or volunteers to report convictions of felonies and/or listed offenses, as otherwise required by law.~~

~~Notwithstanding state permissibility, the use and possession of marijuana and marijuana-induced intoxication are prohibited on school grounds.~~

~~The School District's Assistant Superintendent for Human Resources is directed to establish a drug-free awareness program to inform employees about: the dangers of drug abuse in the workplace; employee awareness of this policy; and available drug counseling, rehabilitation, and employee assistance programs~~

#11 4003 – Conditions of Employment

Medical Examinations The Superintendent ~~or his/her designee~~ may require an employee to submit to a medical examination when he/she:

- ~~Is~~ Required or permitted to do so by federal or state law.
- ~~Is~~ Required or permitted to do so by the employee's contract of employment.
- Information suggests ~~Reasonably believes~~ that a health condition may be negatively affecting the employee's ability to perform the essential functions of his/her job, with or without accommodations.
- Information suggests ~~Reasonably believes~~ that the employee is a direct threat to his/her safety or the safety of others.
- ~~Concludes a~~ An employee has provided insufficient medical documentation as the basis for a health leave and, after providing the employee an opportunity to supplement the documentation, the documentation remains insufficient.
- There is a reasonable suspicion that an employee is under the influence of drugs or alcohol while performing job duties or on school grounds.

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If the Superintendent requires an employee to submit to a medical examination, all costs will be borne by the School District. The employee will be required to sign a release authorizing the physician to submit a copy of the report of the examination directly to the Superintendent. A copy of the physician's report will be maintained in a separate, confidential personnel file.

#12 5004 - Surplus Property

Real Property and Structures Land, Buildings, Facilities, and Real Estate—The Superintendent may identify School District ~~real property and structures land, buildings, facilities, and real estate~~ no longer required for School District purposes and recommend to the Board the procedures to be followed for the sale or disposition of such property. Board approval is required for both the process to be followed and the ultimate sale or disposition. **The Superintendent is authorized to execute any and all closing documents required to close on the sale or disposition of such property.**

#13 4003 – Conditions of Employment

Remote Work **Unless a remote work request has been approved by the building or department administrator, the School District expects all employees to work on-site and in person. The Superintendent will promulgate administrative regulations consistent with this policy.**

#14 5010 – Online Fundraising

No employee shall create, post, or sponsor any online fundraiser seeking to secure or generate funds from the public for school purposes, purchases for school, or utilizing the District's name, logo, or likeness, without prior written consent from the Superintendent. If permission to create, post, or sponsor an online fundraiser is provided by the Superintendent, any property secured or purchased through such fundraising activities shall become the property of the District and not the employee. This policy applies, but is not limited to, online fundraising services, [such as DonorsChoose.org, Kickstarter.com, GoFundMe.com, CrowdRise.com, and similar sites.](#)