



WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
Walled Lake, Michigan

AGENDA
Regular Meeting of the Board of Education
September 5, 2024

Notice

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

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

Amendment Notice: Agenda has been revised to include Board Policy Review.

Notice and agenda posted 09/03/2024.

Amendment notice posted 09/05/2024 at 9:48am.

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**
Cathy Wolfe and Jody Rauhut
- 4. **PUBLIC COMMENTARY**
- 5. **ADMINISTRATIVE COMMENTARY**
- 6. **BOARD COMMENTARY**
- 7. **CONSENT AGENDA**
 - a. Approval of Minutes
 - 1) Proposed August 22, 2024 Regular Meeting
 - b. Personnel Recommendations
 - 1) New Hires 3
 - 2) Resignations 4
 - c. Financial Reports - June and July 2024 5
Disbursements in the amount of \$21,298,195 (June) and \$20,934,988 (July)
Balance Sheet and Statement of Revenues and Expenditures - Unaudited, and
Investment Schedule
- 8. **PURCHASES (Over \$50,000)** 15
 - a. Imperial Dade, \$69,938.21 - Furnishings and Equipment Bond Fund Account
- 9. **APPOINTMENT OF OWNER'S REPRESENTATIVE** 19
After a thorough analysis, the School District is recommending the hiring and appointing of Plante Moran Realpoint, to act as the School District's Owner's Representative as outlined in the contract with Plante Moran Realpoint totaling \$4,025,000.
- 10. **PROCLAMATION: CANCER AWARENESS MONTH - OCTOBER** 40
The Walled Lake Schools Board of Education, administration, staff, students, and parents are proclaiming the month of October 2024 as Cancer Awareness Month. They will be renewing their commitment to increasing awareness about cancer and reducing the burden of this devastating illness during the month of October at many of our schools.

- 11. **DESIGNATION OF DEPOSITORIES FOR SCHOOL FUNDS** **41**
 Each year the Business Office, under the direction of the Assistant Superintendent of Business Services, reviews and updates the list of banks and financial institutions to engage with during the following school year. That list is then brought to the Board for approval.
- 12. **SCHOOL INVESTMENTS** **42**
 Each year the Business Office, under the direction of the Assistant Superintendent of Business Services, invests available funds as prescribed by the Michigan Revised School Code. Available funds are those not required in the immediate future to cover district financial obligations. Examples include bond funds while projects are underway, sinking funds that have not been obligated yet and property tax revenue received in the summer that will be spent throughout the school year.
- 13. **ADOPT LAKES AREA YOUTH ASSISTANCE CONTRACT FOR SERVICES** **44**
 The Lakes Area Youth Assistance Program offers services to youth and families, including summer camp, counseling, family education, and summer playgrounds. The program is sponsored by the cities of Walled Lake, Wixom, Commerce Township, Wolverine Lake Village, Oakland County Probate Court, and Walled Lake Schools. Administration recommends the continued support of the program.
- 14. **BOARD POLICY REVIEW** **45**
 The Board Policy Committee and Administration have reviewed the proposed Board Policies updates, which are being provided for the Board's review with anticipation of adoption at the regular Board meeting on October 10, 2024. The updated policies are in alignment with the current law.
- 15. **MICHIGAN ASSOCIATION OF SCHOOL BOARDS DELEGATE ASSEMBLY**
- 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 – September 5, 2024
Personnel Recommendation**

New Hires

Connie Akins
1.0 Counselor
Creek Middle School
Effective 8/21/2024

Elaine Aldrich
1.0 CI
Keith Elementary
Effective 8/21/2024

Jeanette Booth
1.0 Resource Program
Glengary Elementary
Effective 8/21/2024

Irene Bump
1.0 Grade 3
Meadowbrook Elementary
Effective 8/21/2024

Carrie Danforth
1.0 Counselor
Banks Middle School
Effective 8/21/2024

Alec Keaton
1.0 English
Geisler Middle School
Effective 8/23/2024

Mikayla Kirtland
1.0 Grade 1
Oakley Park Elementary
Effective 8/22/2024

Steven LaCross
1.0 Physical Education
Keith Elementary
Effective 8/21/2024

Sarah Mizen-Reese
1.0 Speech Language Pathologist
Northern High School / Banks Middle School
Effective 8/22/2024

Adele Puckett
1.0 Kindergarten
Wixom Elementary
Effective 8/22/2024

David Robins
1.0 Math
Banks Middle School
Effective 8/21/2024

Jeffrey Rockwell
0.4 CTE
Central High School
Effective 8/21/2024

Hanna Spickard
1.0 Resource Program
Banks Middle School
Effective 8/21/2024

Jamin Stewart
1.0 Physical Education
Keith Elementary
Effective 8/21/2024

Christine Stickler
1.0 Resource Program
Commerce Elementary
Effective 8/21/2024

Alison Whisenhunt
1.0 Grade 5
Meadowbrook Elementary
Effective 8/21/2024

Consent Agenda – September 5, 2024
Personnel Recommendation

Resignations

Mariantonia Longhi

1.0 Music

Travel FAPES

Effective 09/16/2024

Heidi Payne

1.0 Grade 4

Meadowbrook Elementary

Effective 9/13/2024



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
GENERAL FUND BALANCE SHEET - Unaudited
JUNE 30, 2024**

ASSETS

Cash and Investments	\$ 37,546,215
Accounts Receivable	28,326,121
Interfund Receivables	201,127
Inventories	16,827
Prepaid Costs	<u>1,469,666</u>
TOTAL ASSETS	<u><u>\$ 67,559,956</u></u>

LIABILITIES

Accounts Payable	\$ 1,777,748
Accrued Payroll Liabilities	21,329,604
Deferred Revenue and Other Liabilities	9,403,636
Interfund Payables	<u>3,783,381</u>
TOTAL LIABILITIES	36,294,369

FUND BALANCE

Prior Year Ending Fund Balance	22,151,548
Current revenues over/(under) expenditures	<u>9,114,039</u>
TOTAL FUND BALANCE	<u><u>31,265,587</u></u>
TOTAL LIABILITIES & FUND BALANCE	<u><u>\$ 67,559,956</u></u>



WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
GENERAL FUND STATEMENT OF REVENUE AND EXPENDITURES - Unaudited
JULY 1, 2023 to JUNE 30, 2024

	PRIOR YEAR ACTUAL JUNE 30, 2023	ORIGINAL BUDGET	AMENDED BUDGET 06/20/2024	YEAR-TO-DATE ACTUAL	% of Budget
REVENUE					
LOCAL SOURCES					
Property Taxes	\$ 31,465,668	\$ 31,299,752	\$ 33,163,114	\$ 33,526,262	101%
Tuition and Fees	81,127	66,776	51,827	86,299	167%
Interest Earnings	744,670	476,000	1,213,490	1,272,296	105%
Other Local Revenue	3,538,338	3,301,669	2,877,615	3,173,505	110%
Total Local Sources	35,829,803	35,144,197	37,306,046	38,058,362	102%
STATE SOURCES	121,607,434	117,094,349	130,985,720	127,636,169	97%
FEDERAL SOURCES	14,219,654	10,013,967	11,582,040	10,516,448	91%
INTERDISTRICT SOURCES	14,362,917	14,779,476	15,605,501	15,588,499	100%
TOTAL REVENUE	\$ 186,019,808	\$ 177,031,989	\$ 195,479,307	\$ 191,799,478	98%
EXPENDITURES					
INSTRUCTION					
Basic Programs					
Elementary Programs	\$ 43,847,380	\$ 42,366,261	\$ 42,111,779	\$ 40,960,975	97%
Middle School Programs	17,915,013	16,839,105	16,926,809	16,703,884	99%
High School Programs	24,919,042	22,653,314	22,855,493	22,375,584	98%
Other Basic Programs	1,410,890	1,487,021	1,833,191	1,395,451	76%
Total Basic Programs	88,092,325	83,345,701	83,727,272	81,435,894	97%
Added Needs					
Special Education	22,411,186	23,055,557	25,890,418	25,488,398	98%
Compensatory Education	4,616,542	4,352,215	6,626,310	5,680,383	86%
Vocational Programs	1,019,768	1,087,714	1,152,011	1,128,850	98%
Total Added Needs	28,047,496	28,495,486	33,668,739	32,297,631	96%
Adult and Continuing Education	66,159	82,930	133,629	83,961	63%
TOTAL INSTRUCTION	116,205,980	111,924,117	117,529,640	113,817,486	97%
SUPPORTING SERVICES					
Pupil Support	16,211,876	16,386,464	18,793,554	18,496,161	98%
Instructional Support	7,865,638	7,665,724	8,728,548	8,022,327	92%
General Administration	715,018	790,302	889,417	873,969	98%
School Administration	10,572,717	9,791,761	10,132,504	9,881,221	98%
Business Services	2,562,531	2,436,640	2,669,864	2,557,630	96%
Operations & Maintenance	13,162,325	13,550,191	16,233,638	13,985,224	86%
Transportation	6,715,323	6,548,794	6,689,778	6,758,987	101%
Central Support Services	4,208,581	4,531,100	4,769,212	4,503,741	94%
Athletics	2,212,171	2,160,436	2,412,202	2,406,372	100%
TOTAL SUPPORTING SERVICES	64,226,180	63,861,412	71,318,717	67,485,632	95%
COMMUNITY SERVICES/OTHER					
Community Services	221,368	233,911	327,046	286,291	88%
Non-voted Debt Service and Leases	1,138,931	1,090,749	1,093,380	1,093,352	100%
Transfer to Other Funds	91	100	2,667	2,678	100%
TOTAL COMMUNITY SERVICES/OTHER	1,360,390	1,324,760	1,423,093	1,382,321	97%
TOTAL EXPENDITURES	\$ 181,792,550	\$ 177,110,289	\$ 190,271,450	\$ 182,685,439	96%
NET CHANGE IN FUND BALANCE	4,227,258	(78,300)	5,207,857	9,114,039	
BEGINNING FUND BALANCE	17,924,290	22,151,548	22,151,548	22,151,548	
ENDING FUND BALANCE	\$ 22,151,548	\$ 22,073,248	\$ 27,359,405	\$ 31,265,587	



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
NOTES TO STATEMENT OF REVENUE & EXPENDITURES
JULY 1, 2023 to JUNE 30, 2024**

REVENUE

- Tuition and fees exceed budgeted revenues related to the student Chromebook program. The actual revenue collected is consistent with prior year; however, the budget was overly conservative.
- Interest earnings exceeded projections. This revenue source was amended during the year, but the budget is intentionally conservative due to the unpredictable nature of the market.
- Other local revenue was higher than budgeted amounts due to facility rental revenue exceeding projects.
- State Sources consist of per-pupil foundation allowance, as well as various categorical restricted grants (examples include at-risk funding, safety and security grants, mental health grants, etc.). The budget includes the total amount awarded. However, the actual revenue represents only the portion that had been earned as of June 30th. The balance of the funds will carry forward to the new fiscal year. There are offsetting favorable expense variances related to these grants.
- The budget variance for Federal sources is primarily a timing issue. Certain grant awards may be spent over more than one fiscal year and unspent funds are carried forward to the new fiscal year. The related grant expenditure budgets will have offsetting variances.

EXPENDITURES

- Instructional expenditures classified as “Other Basic Programs” consist of grant-funded preschool programs and summer school programs. Both of these programs are under budget due to timing issues. The Head Start preschool program is a grant-funded program where the grant period (calendar year) does not follow the fiscal year. The grant unspent grant budget will carryover to be used during the July through December period. The summer programs straddle the fiscal year, and the unspent budgets will roll over to be used during the July/August periods.
- The budget variance in this operations and maintenance classification relates primarily to unspent grant budgets related to safety and security.
- Community Service activities are associated with grants and include grant funds passed through to private schools, proportionate share special education services to students in private schools, and parent engagement activities. The budgets are based on the related grant awards, which are not always able to be spent in their entirety, based on the needs in these areas. Unspent grant funds typically carry forward to be used in future years.



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
DISBURSEMENTS
MONTH ENDING JUNE 30, 2024**

FUND	PAYROLL	ACCOUNTS PAYABLE	TOTAL
General Fund	\$ 12,355,333	\$ 3,042,034	\$ 15,397,367
Athletics	244,064	49,129	293,193
Student Activity Funds	-	224,046	224,046
Food Service Funds	328,923	83,209	412,132
Federal Funds	732,745	99,967	832,712
Capital Project Funds	-	3,944,474	3,944,474
Special Revenue Funds	167,561	26,710	194,271
Debt Service Funds	-	-	-
	<u>\$ 13,828,626</u>	<u>\$ 7,469,569</u>	<u>\$ 21,298,195</u>



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
INVESTMENT HOLDINGS AS OF JUNE 30, 2024**

	WEIGHTED AVERAGE MATURITY	MARKET VALUE
GENERAL FUND		
MILAF Cash Management Money Market Fund	n/a	\$ 1,122,127
MILAF Cash Management MAX Class Money Market	n/a	14,388,224
Michigan CLASS Money Market Fund	n/a	1,016,190
GENERAL FUND TOTAL		16,526,541
DEBT FUNDS		
MILAF Cash Management MAX Class Money Market	n/a	14,232,389
Premium Commercial Money Market	n/a	1,002,993
DEBT FUNDS TOTAL		15,235,382
CAPITAL PROJECTS		
MILAF Cash Management Money Market Fund	n/a	13,861,712
MILAF Cash Management MAX Class Money Market	n/a	7,548
U.S. Treasury Bonds/Notes	8.46 months	71,716,461
Premium Commercial Money Market	n/a	4,962,864
CAPITAL PROJECT FUNDS TOTAL		90,548,585
TOTAL INVESTMENTS		\$ 122,310,508



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

ASSETS

Cash and Investments	\$ 46,824,046
Accounts Receivable	15,089,409
Interfund Receivables	533,965
Inventories	14,310
Prepaid Costs	120,791
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TOTAL ASSETS	\$ 62,582,521

LIABILITIES

Accounts Payable	\$ 854,824
Accrued Payroll Liabilities	10,824,264
Deferred Revenue and Other Liabilities	9,216,541
Interfund Payables	12,626,658
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TOTAL LIABILITIES	33,522,287

FUND BALANCE

Prior Year Ending Fund Balance	31,265,587
Current revenues over/(under) expenditures	(2,205,353)
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TOTAL FUND BALANCE	29,060,234
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TOTAL LIABILITIES & FUND BALANCE	\$ 62,582,521



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

	PRIOR YEAR ACTUAL JUNE 30, 2024	ORIGINAL BUDGET	YEAR-TO-DATE ACTUAL	% of Budget
REVENUE				
LOCAL SOURCES				
Property Taxes	\$ 33,526,262	\$ 33,116,869	\$ 1,757,316	5%
Tuition and Fees	86,299	56,310	31,015	55%
Interest Earnings	1,272,296	765,000	107,209	14%
Other Local Revenue	3,173,505	2,892,538	122,586	4%
Total Local Sources	38,058,362	36,830,717	2,018,126	5%
STATE SOURCES	127,636,169	127,194,773	156,285	0%
FEDERAL SOURCES	10,516,448	6,615,702	-	0%
INTERDISTRICT SOURCES	15,588,499	15,901,085	-	0%
TOTAL REVENUE	\$ 191,799,478	\$ 186,542,277	\$ 2,174,411	1%
EXPENDITURES				
INSTRUCTION				
Basic Programs				
Elementary Programs	\$ 40,960,975	\$ 42,123,873	\$ 297,321	1%
Middle School Programs	16,703,884	17,241,312	96,879	1%
High School Programs	22,375,584	22,921,664	96,336	0%
Other Basic Programs	1,395,451	1,419,762	33,743	2%
Total Basic Programs	81,435,894	83,706,611	524,279	1%
Added Needs				
Special Education	25,488,398	27,890,962	232,442	1%
Compensatory Education	5,680,383	6,560,903	12,813	0%
Vocational Programs	1,128,850	1,215,390	10,895	1%
Total Added Needs	32,297,631	35,667,255	256,150	1%
Adult and Continuing Education	83,961	127,545	-	0%
TOTAL INSTRUCTION	113,817,486	119,501,411	780,429	1%
SUPPORTING SERVICES				
Pupil Support	18,496,161	19,896,498	167,239	1%
Instructional Support	8,022,327	9,007,577	349,028	4%
General Administration	873,969	899,138	72,583	8%
School Administration	9,881,221	10,486,298	648,331	6%
Business Services	2,557,630	2,789,377	289,882	10%
Operations & Maintenance	13,985,224	15,204,861	1,553,074	10%
Transportation	6,758,987	6,831,892	4,294	0%
Central Support Services	4,503,741	6,114,018	443,727	7%
Athletics	2,406,372	2,496,922	57,179	2%
TOTAL SUPPORTING SERVICES	67,485,632	73,726,581	3,585,337	5%
COMMUNITY SERVICES/OTHER				
Community Services	286,291	301,755	13,998	5%
Non-voted Debt Service and Leases	1,093,352	1,206,028	-	0%
Transfer to Other Funds	2,678	100	-	0%
TOTAL COMMUNITY SERVICES/OTHER	1,382,321	1,507,883	13,998	1%
TOTAL EXPENDITURES	\$ 182,685,439	\$ 194,735,875	\$ 4,379,764	2%
NET CHANGE IN FUND BALANCE	9,114,039	(8,193,598)	(2,205,353)	
BEGINNING FUND BALANCE	22,151,548	31,265,587		
ENDING FUND BALANCE	\$ 31,265,587	\$ 23,071,989		



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

REVENUE

- Year-to-date tuition and fees are from summer programming.
- Interest earnings continue to be strong going into the new fiscal year; the budget will be monitored and amended during 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 2024/2025 year will begin in October. The year-to-date state revenue is related 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 2 of 24 pays, or about 8%.
- Operations and Maintenance expenditures include insurance costs that are paid at the beginning of the year, causing the function to appear ahead of budget. Balances are what we would expect at this time of the year.
- Business Services expenditures include insurance and software costs that are paid at the beginning of the year.



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

FUND	PAYROLL	ACCOUNTS PAYABLE	TOTAL
General Fund	\$ 10,618,128	\$ 1,644,475	\$ 12,262,603
Athletics	24,495	82,689	107,184
Student Activity Funds	-	19,895	19,895
Food Service Funds	58,280	90,994	149,274
Federal Funds	707,691	129,216	836,907
Capital Project Funds	-	7,289,868	7,289,868
Special Revenue Funds	227,724	41,301	269,025
Debt Service Funds	-	232	232
	<u>\$ 11,636,318</u>	<u>\$ 9,298,670</u>	<u>\$ 20,934,988</u>



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

	WEIGHTED AVERAGE MATURITY	MARKET VALUE
GENERAL FUND		
MILAF Cash Management Money Market Fund	n/a	\$ 1,127,036
MILAF Cash Management MAX Class Money Market	n/a	14,453,041
Michigan CLASS Money Market Fund	n/a	1,020,852
GENERAL FUND TOTAL		16,600,929
DEBT FUNDS		
MILAF Cash Management MAX Class Money Market	n/a	14,296,504
Premium Commercial Money Market	n/a	1,004,484
DEBT FUNDS TOTAL		15,300,988
CAPITAL PROJECTS		
MILAF Cash Management Money Market Fund	n/a	65,644,256
MILAF Cash Management MAX Class Money Market	n/a	7,582
U.S. Treasury Bonds/Notes	8.46 months	66,864,772
Premium Commercial Money Market	n/a	4,970,239
CAPITAL PROJECT FUNDS TOTAL		137,486,849
TOTAL INVESTMENTS		\$ 169,388,766

Quotation



Quote # **135610.2**
 Reference **Equipment Quote**
 Date **08/20/2024**
 Expiration **09/19/2024**
 Date

From **Jennifer Mouradian**
Jennifer.Mouradian@imperialdade.com
248-480-6580

Customer **WALLED LAKE SCHOOLS**
 Account # **881230**

To **Dave Major**

Bill To **WALLED LAKE SCHOOLS**
46740 WEST PONTIAC TRAIL
ATTN: TRANSPORATION & MAINTEN
WALLED LAKE, MI 48390

Ship To **WALLED LAKE SCHOOLS**
46740 WEST PONTIAC TRAIL
ATTN: TRANSPORATION &
MAINTEN
WALLED LAKE, MI 48390

Ln#	Product	Qty	Unit	Price	Net Amt
1	#CAV56104486 Clarke SA40™ 20D Disc 140 Ah maint-free (AGM) batteries, onboard charger, pad holder	1.00		10,748.32	10,748.32
2	#PRM107795 Proteam GOFIT 6 CORDLESS 8AH W/107099 XOVER PERFORMANCE TELESCOPING WAND KIT	5.00		1,341.33	6,706.65
3	#PRM107252 Proteam PROFORCE 1500XP UPRIGHT	3.00		538.67	1,616.01
4	#KAR10081170 Karcher Chariot™ 3 iExtract 26 DUO, 36V 3x12V 234 Ah AGM batteries w/ shelf charger	1.00		22,318.11	22,318.11
5	#TKID1230537 Taski Swingo 250B	2.00		5,597.33	11,194.66
6	#KAIKV1250 Kaivac KV - NTC - 12 GAL 500 PSI 120VAC CORDED - STANDARD US	2.00		4,370.67	8,741.34
7	#EDI300MHK EDIC Bravo Spotter with stainless steel upholstery tool and 8' hose assembly	1.00		933.33	933.33
8	RDC1314BK TILT TRUCK 1 CU YD UTILITY BK	1.00	EA	761.40	761.40

Ln#	Product	Qty	Unit	Price	Net Amt
9	RDC1304BK TILT TRUCK 1/2 CU YD UTILITY BK	2.00	EA	536.53	1,073.06
10	#WHITTAKERWSC15-TRIO Whittaker Smart Care Trio 15"	1.00		5,845.33	5,845.33

ALL ITEMS PRICED USING THE OMNIA PARTNER
CONTRACT # 202329-01

TOTAL: \$69,938.21

REBATE COUPON

GOOD ON PURCHASES OF GOFIT®
3 CORDLESS OR
GOFIT 6 CORDLESS BACKPACK
VACUUMS

Offer good on qualifying purchase made from
July 1, 2024 – September 30, 2024. Max rebate
amount is \$3,000.00 USD.



\$75 REBATE

- On purchases of GOFIT 3 CORDLESS OR
GOFIT 6 CORDLESS BACKPACK Vacuums



Q3 2024 Cordless Vacuum End-User Rebate

Please fill out and mail this rebate coupon and proof of purchase to:
ProTeam, Inc.
c/o 2024 Q3 Cordless Vacuum Rebate Offer
8100 West Florissant Ave., Bldg. T
St. Louis, MO 63136

Or redeem online at
<https://proteam.emerson.com/en-us/rebate>

Offer good only on products purchased through authorized ProTeam distributors. Products purchased for resale are excluded.

Name _____

Company _____

Mailing Address _____

18

City _____ **State** _____ **Zip** _____

Phone () _____ **Fax ()** _____

Email _____ **Where Purchased** _____

Send this coupon and a copy of proof of purchase to ProTeam to receive rebates on purchase of vacuum purchased from July 1, 2024 – September 30, 2024. Coupon must be received by November 15th to qualify for rebate. Max rebate amount is \$3,000.00 USD. This coupon is not redeemable for products purchased for resale. All amounts are in USD. Bids and Special/Deviated Programs are excluded. Direct purchasing distributors do not qualify. Only end-users qualify for this coupon offer. Please allow 10-12 weeks for receipt of rebate. Cannot be combined with any other coupon offer.

OWNER'S REPRESENTATIVE AGREEMENT

THIS OWNER'S REPRESENTATIVE AGREEMENT (the "Agreement") is made on September 5, 2024 ("Effective Date") by and between **WALLED LAKE CONSOLIDATED SCHOOLS**, a Michigan general powers school district, whose 850 Ladd Road, Building D, Walled Lake, Michigan 48390 ("School District"), and **PLANTE & MORAN REALPOINT, L.L.C.**, a Michigan limited liability company, whose address is 3000 Town Center, Suite 100, Southfield, Michigan 48075 ("Owner's Representative"). School District and Owner's Representative may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, this Agreement constitutes the understanding of the responsibilities and obligations of the Owner's Representative, as the Owner's Representative for the School District relative to construction and other projects undertaken through the School District's 2024 Capital Improvement Bond Projects and completion of the Owner's 2019 Bond Projects (collectively the "Bond Program") as well as performing a Facility Study, providing Enrollment Projections and construction and other projects undertaken through the School District's Sinking Fund (collectively the "Additional Projects"). The Bond Program and the Additional Projects shall be collectively known as the "Projects");

WHEREAS, Owner's Representative stands ready and able to provide the Owner Representation Services for the School District's Projects and shall perform Services in accordance with the standard of professional skill and care exercised by other owner's representatives performing similar services under similar circumstances for public school districts in Michigan; and

WHEREAS, the Parties have reached agreement on the various terms of the Agreement as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained the Parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall commence on the Effective Date and shall terminate on August 31, 2032, unless extended by the Parties or terminated earlier, in accordance with the provisions of Paragraph 8 below (the "Term"). Notwithstanding the above, in the event the Projects started during the Term extend beyond the Term of this Agreement, Owner's Representative shall provide its Services to the School District without any additional compensation in order to complete the Projects.

2. **OWNER'S REPRESENTATIVE SERVICES.** The School District hereby engages the Services of Owner's Representative, and Owner's Representative hereby accepts such engagement, to serve as an independent contractor and to perform the following Services in accordance with the terms and conditions set forth herein. The School District shall have no right to

control the details, manner or means by which Owner's Representative accomplishes the results of the Services performed hereunder. However, the School District's Superintendent, or his designee ("Designated Representative"), shall have the right to prioritize the Services of Owner's Representative in consultation with Owner's Representative and Owner's Representative agrees that its Services shall maintain the overall Bond Program schedule and Additional Projects schedule agreed to by the Parties. The Owner's Representative's Services shall include those services set forth in **Exhibit B** for the Projects (collectively the "Services").

3. COMPENSATION/INVOICES.

A. Contingency. Notwithstanding any other provision of this Agreement to the contrary, Owner's Representative acknowledges that compensation of any Services to be performed by Owner's Representative under this Agreement is expressly contingent upon the School District's issuance of General Obligation Unlimited Tax Bonds for all Projects. In the event that the School District does not issue such Bonds, in the complete discretion of the School District, the School District may terminate this Agreement and the School District shall not be responsible for compensating Owner's Representative.

B. Compensation/Monthly Invoices. The Owner's Representative shall perform all Services for the Projects during the Term of this Agreement for a Not-To-Exceed fee of Four Million Twenty-Five Thousand and 00/100 (\$4,025,000.00) Dollars (the "Fee"), and shall be billed based on the mutually agreed upon percent complete of Owner's Representative Services beginning September 5, 2024 . The Fee was derived using a fee percentage, being 1.75% percent multiplied by the Cost of the Work being managed by Owner's Representative, being \$230,000,000.00, plus reimbursement of Owner's Representative's out-of-pocket Reimbursable Expenses incurred by Owner's Representative in connection with the performance of Owner's Representative Services. Payment shall be made by the School District to Owner's Representative within thirty (30) days of receipt of an invoice. Owner's Representative shall be responsible for the maintenance of complete records on all time and charges invoiced to the School District. Owner's Representative shall submit a statement of hours billed and tasks accomplished to the School District's Superintendent, or his designee, as part of each invoice on a monthly basis, and must provide all documents necessary for the reconciliation with the School District's official accounting ledger. In order to determine the percent complete of Owner's Representative Services, the Parties agree to meet on a monthly basis to review the percent complete of the Services, the Owner's Representative's documentation and other information to support the percent complete of the Services, and mutually agree in writing upon the percent complete of Services.

C. Payment of Invoices. Payment shall be made by the School District to Owner's Representative within thirty (30) days of receipt of an invoice. Disputes regarding amounts contained in any invoice will be communicated to Owner's Representative by the School District, in writing, within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Owner's Representative is able to resolve the matter to the School District's satisfaction within seven (7) business days prior to payment due date. The School District will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Owner's Representative's failure to timely resolve the matter as set forth above.

D. Reimbursable Expenses. Reimbursable Expenses (such as printing, software license fees, etc.) shall be invoiced as incurred, but not more than monthly, at actual cost, without markup, and shall not exceed a total of \$10,000.00 Dollars per year. The School District shall not be liable to Owner's Representative for any expenses paid or incurred relative to this Agreement, unless otherwise agreed to in writing and in advance by the School District prior to such Reimbursable Expenses being incurred.

E. Material Changes In Bond Program Scope. The Parties acknowledge that the School District, in its sole and absolute discretion, may modify the scope of the Bond Program by removing Projects, adding Projects or revising/modifying Projects. In the event there is a change to the Bond Program resulting in a material change in the Services, the Parties shall meet to equitably adjust the Fee based on the updated Services assigned to the Owner's Representative, the previously expended effort and Services provided by the Owner's Representative, and the anticipated required future Services of the Owner's Representative. Upon mutual agreement of the Parties, the Fee shall be amended by a written amendment executed by the Parties. If the Cost of the Work is materially reduced or increased for any reason whatsoever (including changes to the proposed Scope of the Work), the parties shall mutually agree upon a reduced or increased lump sum Fee respectively using the percentage (being 1.75%, as outlined above in Paragraph 3(B)) as the basis for such reduction or increase. Notwithstanding the Owner Representative's Proposal, even though the Owner's Representative provided the School District with a number of hours budgeted for Owner's Representative Services, Owner's Representative shall provide all Owner's Representative Services under this Agreement for the Fee even if it takes the Owner's Representative additional hours over its budgeted hours.

4. RELATIONSHIP BETWEEN PARTIES. Owner's Representative is retained and engaged by the School District only for the purposes and to the extent set forth herein. Owner's Representative shall not be considered an employee of the School District, nor is Owner's Representative, or any of its employees or agents, entitled to participate in any plans, arrangements, or distributions by the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the School District will not withhold or pay any State, Federal or Local taxes, FICA, FUTA, MESC Insurance or Workers' Compensation Insurance and Owner's Representative will indemnify and hold the School District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of Services by Owner's Representative in accordance with its independent and professional judgment. This Agreement shall be subject to Owner's Representative's performance of its Services substantially in accordance with generally accepted practices and principals. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Agreement on behalf of Owner's Representative.

5. INDEPENDENT CONTRACTOR. It is expressly agreed between Owner's Representative and the School District that Owner's Representative will act as an independent contractor in the performance of its duties under this Agreement and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Owner's Representative shall be self-directed in its activities (provided Owner's Representative shall abide by

the terms of this Agreement). Owner's Representative shall determine its own methods and manner for performing the Services to be performed under this Agreement within the overall policies and budgets established by the School District, as the same may be amended by the School District from time to time. Owner's Representative shall remain solely responsible for determining the means and methods of performing Services under this Agreement provided all Services maintain the Project schedule for the Bond Program and the Additional Projects agreed upon by the Parties. Accordingly, Owner's Representative shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Owner's Representative's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

6. **KEY PERSONNEL.** Although the School District has hired PLANTE & MORAN REALPOINT, L.L.C. to act as its Owner's Representative, the Parties agree that the School District desires those individuals set forth in **Exhibit A**, attached hereto and incorporated herein by reference, to serve as its Owner's Representative. Owner's Representative agrees that it shall not remove those individuals set forth in **Exhibit A** from the Project without the prior written consent or request of the School District.

7. **ASSIGNMENT.** Owner's Representative may not assign this Agreement or any of its duties or obligations hereunder without the prior written consent of the School District and any assignment without such consent shall be null and void.

8. **TERMINATION.**

A. **Termination For Cause.** This Agreement may be terminated by either Party upon not less than thirty (30) days' written notice should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination and fails to cure such default within such thirty (30) day period. If this Agreement is terminated due to Owner's Representative's failure to substantially perform in accordance with the terms of this Agreement, Owner's Representative shall receive no fees or Reimbursable Expenses other than those due for Services actually rendered, without negligence, prior to the date of termination.

B. **Termination For Convenience.** This Agreement may be terminated for any reason by the School District upon not less than thirty (30) calendar days' written notice to the Owner's Representative. In the event this Agreement is terminated for convenience by the School District, the School District's sole responsibility shall be to pay Owner's Representative its compensation for Services actually rendered, or any portion thereof, prior to the effective date of termination.

C. **Responsibilities Following Termination.** The Parties acknowledge that the Owner's Representative will prepare various documents or other instruments of service as part of its performance of the Services (the "Documents") and that following any termination of this Agreement,

the School District will be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the School District's use of the projects and improvements completed under the Bond Program and/or Additional Projects. The Documents may also be used by the School District and others for the completion of the Bond Program and/or Additional Projects, provided however, that following any termination of this Agreement the Owner's Representative is not responsible for, nor able to influence, the subsequent implementation of the Bond Program or Additional Projects and the Owner's Representative is relieved of an liability as a result of such subsequent use of the Documents except for liability arising from the Owner's Representative's gross negligence, willful misconduct or failure to perform the Services in accordance with this Agreement prior to termination. The Parties further acknowledge that both Parties have an ongoing obligation after any termination to mitigate damages that may have resulted from the Owner's Representative's Services.

9. **NON-WAIVER.** Waiver by either Party of any default or breach of any provision of this Agreement by the other Party shall not be construed as a waiver of any subsequent default or breach.

10. **INSURANCE.** Owner's Representative shall procure and maintain the following insurances throughout the Term of this Agreement: (1) Comprehensive Commercial General Liability, including coverage for personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; (2) Automobile Liability and truck liability coverage with a minimum combined single limit of liability of One Million Dollars (\$1,000,000.00); (3) Workers' Compensation coverage that meets or exceeds legal requirements; (4) Umbrella Coverage in the amount of Five Million Dollars (\$5,000,000.00); and (5) Professional Liability coverage with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate. The Certificate(s) of Insurance shall be endorsed to name the School District shall be named as an additional insured on the appropriate insurance policy(ies). Owner's Representative's Certificate(s) of Insurance is attached hereto as **Exhibit D.**

11. **GENERAL INDEMNIFICATION.** Owner's Representative shall indemnify and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including reasonable attorney's fees and reasonable expert witness fees to the extent caused by: (i) the negligent acts or willful misconduct of Owner's Representative, its officers, directors, employees, successors, assigns, contractors, Consultants and agents; (ii) any breach of the terms of this Contract by Owner's Representative, its officers, directors, employees, successors, assigns, contractors, Consultants and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the services; or (iv) any breach of any written representation or written warranty made by a representative of the Owner's Representative with authority to bind the Owner's Representative (a Partner) under this Agreement. Owner's Representative shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Agreement. This

Paragraph shall survive the expiration or earlier termination of this Agreement and shall not be limited by Owner's Representative's insurance obligations contained in this Agreement.

12. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of the Parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental entity or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.

13. **NOTICE.** Any and all notices provided for herein shall be given in writing by first class, registered or certified mail, postage prepaid, at the address identified in the preface of this Agreement.

14. **SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

15. **MODIFICATION.** No provision of this Agreement may be modified by a Party without the prior written consent of the other Party.

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties consent to the venue and personal jurisdiction of Oakland County, Michigan.

17. **SCHOOL DISTRICT POLICIES.** Owner's Representative shall be responsible for knowing the School District's policies concerning appropriate behavior of person in School District's facilities and on its properties, including for example, the prohibitions of alcohol and tobacco in School District's facilities and on its properties, and shall comply with all such policies.

18. **INCORPORATION BY REFERENCE.** The School District's Request For Proposal For Owner's Representative Services dated June 25, 2024 and Addendum Number 1 dated July 15, 2024 (collectively the "RFP") and Owner's Representative's response thereto dated July 18, 2024 (the "Proposal") are each incorporated herein by reference and attached hereto as **Exhibit C.** The Documents, which are all incorporated herein by reference, include the following:

1. This Agreement, including all Exhibits hereto;
2. The RFP; and
3. The Proposal.

To the extent that the terms and conditions of the Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Documents, all of the Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Proposal are not expressly accepted by the School District in writing and incorporated into this Agreement.

19. MISCELLANEOUS.

A. Owner's Representative's Services are inherently advisory in nature. Owner's Representative has no responsibility for, nor do its Services include any management decisions or management functions of School District in connection with this engagement to provide the Services outlined herein. Owner's Representative and School District acknowledge that Owner's Representative shall have no authority, express or implied, to enter into written or oral agreements on behalf of School District, to take any other actions with respect to School District's projects, transactions, or other business affairs of School District or to commit or otherwise obligate School District in any manner whatsoever. Further, School District acknowledges that School District is responsible for all such management decisions and management functions; for the evaluation of the adequacy and results of Owner's Representative's Services, and for making decisions and the results of those decisions with regard to the assistance, advice, recommendations, and reporting provided by Owner's Representative in connection with its Services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with this Agreement.

B. Owner's Representative shall perform the Services in a reasonably prompt manor and in accordance with the standard of professional skill and care exercised by other owner's representatives of recognized experience and expertise similar to Owner's Representative in the design and construction of public school facilities.

C. Owner's Representative does not warrant or guarantee the outcome of Project proformas, budgets or other financial projections developed by Owner's Representative for use in connection with its Services. Budgets, cost estimates, schedules, and financial projections prepared by Owner's Representative represent Owner's Representative's best professional judgment as a consultant. It is recognized, however, that neither Owner's Representative nor the School District have control over the cost of labor, materials or equipment, market conditions, contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. Owner's Representative cannot and does not warrant or represent that the outcome of bids or negotiated prices will not vary from any Project budget proposed, established or approved by the School District, or from any cost estimate, projection or evaluation prepared by Owner's Representative. Notwithstanding the foregoing, Owner's Representative acknowledges that the Projects hereunder stem from several different funding sources. Some of the Projects are subject to prevailing wage and/or other laws, rules and regulations that require adherence, and other are not. Owner's Representative agrees to assist the District in complying with such laws, rules and regulations and log and keep track of the Projects separately and the laws, rules and regulations that follow each separate Project.

D. Owner's Representative shall not be responsible for the failure of the Owner's commissioned Architect(s)/Engineer(s), Construction Manager, Technology Designer, General Contractor and/or Contractors, or other consultants hired by the Owner to carry out their respective duties and obligations to the School District. Owner's Representative is not responsible for the performance of any party not employed directly or indirectly by Owner's Representative in connection with its Services under this Agreement.

E. Owner's Representative's Services do not include professional architectural or engineering services. Owner's Representative shall not be responsible for the design of any Project, for any errors, omissions or other deficiencies in the construction drawings and specifications for a Project, for any other error or omissions of architects or other design professionals, if any, in connection with a Project, or for the failure of the construction drawings and specifications for a Project to comply with the requirements of the School District or with applicable codes or legal requirements. It shall be the responsibility of the School District's Architect(s), not Owner's Representative, to identify building code and other legal requirements pertaining to the design of a Project for the School District.

F. Owner's Representative shall not be responsible for construction means, methods, techniques, sequences and procedures, and safety programs and measures employed by contractors or others in the performance of their contracts, and shall not be responsible for the failure of any contractor or supplier to carry out work in accordance with the construction drawings and specifications or other contract requirements.

G. Any acts of Owner's Representative in providing consultation, advice and/or recommendations to the School District regarding the performance or the default of the School District's Architect(s), contractor(s)/Construction Manager, vendors or other consultant(s), shall not be deemed to be the assumption by Owner's Representative of management or control of the Architect(s), contractor(s)/Construction Manager, vendors or consultants or of the School District's Project.

H. Owner's Representative is not an attorney at law, and the Services provided by Owner's Representative exclude professional legal services. If the scope of Owner's Representative's Services includes assistance with the negotiations of agreements on behalf of the School District, such agreements shall be subject to the School District's approval. The School District shall provide for the review of such agreements by the School District's attorneys and insurance consultants as deemed to be appropriate by the School District.

I. School District will provide, or cause to be provided, full information necessary for the Owner's Representative to perform its Services. Owner's Representative is entitled to rely on information provided by School District or provided on School District's behalf, unless the Owner's Representative knew or should have known that the information was inaccurate.

J. The Bond Program and Additional Projects implemented through the Sinking Fund are to be constructed of normal, durable, and readily available material, as used in the construction of similar facilities.

K. School District will make necessary Bond Program and Additional Projects decisions in a timely manner (taking in account the School District Board's status as a public body), allowing the Project team (architects, construction managers, Owner's Representative, and other consultants) the ability to adhere to Bond Program schedule and the Additional Projects schedule.

L. Owner's Representative shall not be considered in breach of this Agreement, nor be liable, for any delay or failures in performance resulting from circumstances beyond its

reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage or disruption of materials or labor, accidents, epidemic, pandemic, quarantine, natural catastrophe or weather, or government acts or omission. Notwithstanding the foregoing, Owner's Representative and School District shall make a good faith effort to mitigate any impacts of such circumstances to Owner's Representative's Services.

M. In no event shall School District or Owner's Representative be liable to the other for special, incidental or consequential damages.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties, supersedes all previous agreements, written or oral, and there are no understandings or representations of any kind, express, implied or otherwise, not expressly set forth herein.

AGREED TO AND ACCEPTED:

SCHOOL DISTRICT:

OWNER'S REPRESENTATIVE:

BY: _____

BY: _____

ITS: _____

ITS _____

EXHIBIT A

KEY PERSONNEL

(Please See PMR's Organization Chart attached)

EXHIBIT B

OWNER'S REPRESENTATIVE'S SERVICES

The Owner's Representative Services shall include but not be limited to the following, including those outlined in these School District's Request For Proposal:

1. **Project Planning:** Owner's Representative will assist and advise School District in its development a Project Plan ("Project Plan") to guide School District and the Project team throughout the Project. Owner's Representative and School District may mutually agree to update the Project Plan from time-to-time throughout the Term. The Project Plan may address, identify, summarize or outline the following:
 - a. Identified Project risks and key Project performance indicators;
 - b. Project team responsibilities;
 - c. Project delivery method(s);
 - d. Procurement strategy/method;
 - e. Project communications and reporting plan;
 - f. Project meeting attendees and schedule;
 - g. Project Information System protocols;
 - h. Project accounting procedures; and
 - i. Project Parameters including:
 - i. General project scope and program requirements;
 - ii. Master Budget; and
 - iii. Master Schedule of major Project milestones and major Project team activities.
2. **Project Procurement:** Owner's Representative will assist and advise School District in its development and implementation of a process to procure professional and construction services related to the Project. The activities constituting Owner's Representative's Project team Procurement Services may be comprised from the following:
 - a. **Procurement Planning:** Owner's Representative will assist and advise School District in its development and Implementation of a process for procuring the professional, construction management, and/or general contracting services related to the Project. Activities constituting Owner's Representative's Procurement Planning Services may be comprised from the following:
 - i. Assisting School District in identifying the professional, construction management, and/or general contracting services required by the Project;

- ii. Assisting School District, in collaboration with School District’s legal counsel, in selecting or confirming procurement methods and outlining a procurement process for identified services; and
 - iii. Assisting School District in developing a procurement schedule based on the selected procurement method and services identified.
- b. **Professional Services Procurement:** Owner’s Representative will assist and advise School District in its implementation of its identified procurement process for the following professional services, if required:
- 1. Architectural/Engineering Services;
 - 2. Geotechnical and material testing;
 - 3. Civil engineering/surveying;
 - 4. Environmental consulting;
 - 5. Technology/Security Designer;
 - 6. Athletic design services;
 - 7. Commissioning agent; and
 - 8. Roofing consultant.

The Activities constituting Owner’s Representative’s Professional Services Procurement Services may be comprised from the following:

- i. **Professional Services Selection :** Owner’s Representative will assist and advise School District in their selection of identified professional service providers. The activities constituting Owner’s Representative’s Professional Service Selection Services may be comprised from the following:
 - 1. If the selected procurement method includes a criteria-based selection (“**CBS**”) process, assisting School District in developing selection criteria, weights, and scoring;
 - 2. Assisting School District, and its legal counsel, with reviews for compliance with competitive bidding requirements, including, but not limited to bid advertising;
 - 3. Assisting School District with drafting and delivering requests for qualifications (“**RFQs**”) to prospective bidders;
 - 4. Assisting School District and its legal counsel with drafting and delivering requests for proposals (“**RFPs**”) to prospective bidders, including contracts;
 - 5. Participating as an advisor to School District in pre-bid conferences;
 - 6. Analyzing proposals and qualifications and preparing an executive summary in a comparative format for School District’s Review;
 - 7. Participating as an advisor to School District in interviews of prospective firm(s); and

8. Facilitating School District's selection team in formulating a recommendation regarding the selection of firms for consideration and formal approval by School District.
- ii. **Professional Services Contract:** In support of School District and its legal counsel, Owner's Representative will assist and advise School District during its negotiation of identified professional service contracts. The activities constituting Owner's Representative's Professional Services Contract Negotiation Services may be comprised from the following:
1. Assisting School District in developing a defined scope of services;
 2. Assisting to identify and provide for School District's ownership of instruments of services;
 3. Assisting in the alignment of the service delivery and Project schedules;
 4. Assisting in the development of a deliverable review process and terms that allows School District and its vendors time for review and comment;
 5. Assisting School District in their development of a process for reviewing contract changes (including change orders and other scope changes);
 6. Assisting School District in the development of an invoicing and payment terms to align with School District's Project draw schedule; and
 7. Assisting in the establishment of compensation terms and conditions consistent with market conditions.
- c. **Construction Services Procurement:** Owner's Representative will assist and advise School District in its procurement of construction services based on Project delivery method selected and approved by School District. The activities constituting Owner's Representative's Construction Procurement Services may be comprised from the following:
- i. **Construction Manager/General Contractor Selection:** Owner's Representative will assist and advise School District in its selection of a Construction Manager(s) and/or General Contractor based Project delivery method selected and approved by School District. The activities constituting Owner's Representative's Construction Manager/General Contractor Selection Services may be comprised from the following:
1. Assisting School District in its establishment of minimum qualifications and requirements;

2. Assisting School District, and its legal counsel, with reviews for compliance with competitive bidding requirements, including, but not limited to bid advertising;
 3. Assisting School District with drafting and delivering RFQs to prospective bidders;
 4. Assisting School District with drafting and delivery of RFPs to prospective bidders;
 5. Participating as an advisor to School District in pre-bid conferences;
 6. Analyzing proposals and qualifications and preparing an executive summary in a comparative format for School District's review;
 7. Participating as an advisor to School District in interviews with the prospective firm(s); and
 8. Facilitating School District's selection team in formulating a recommendation regarding the selection of Construction Manager(s) and/or General Contractor(s) for the Project for consideration and formal approval by School District.
- ii. **Construction Contract:** In support of School District and its legal counsel, Owner's Representative will assist and advice School District during the negotiation of contracts for construction management and/or general contracting services. The activities comprising Owner's Representative's Construction Contract Negotiation Services may be comprised from the following:
1. Assisting School District in its development of a defined scope of services;
 2. Assisting School District in its development of a phasing schedule;
 3. Assisting School District in its development of a process for reviewing contract changes (including change orders and other scope changes);
 4. Assisting School District in its development an invoicing and payment process to align with School District's Project draw schedule;
 5. Assisting School District in its establishment of allowable general conditions items, personnel costs, and reimbursable costs and any not-to-exceed amount for the same;
 6. Assisting School District in its development of a bidding process for construction that, if available, provides opportunities for multiple bids and local vendor participation;
 7. Assisting School District in its development of a scheduling process that provides information to School District and its vendors; and
 8. Assisting School District in its establishment of compensation and terms and conditions that are in line with current market conditions.

- 3. Project Monitoring and Reporting:** Throughout the Project, Owner's Representative will assist and advise School District in its monitoring of the Project's Progress and will advise School District regarding deviations to the Project's schedule or budget. The activities constituting Owner's Representative's Progress Monitoring and Reporting Services may be comprised from the following:
- a. **Schedule Monitoring:** Monitoring the Project's progress and the Construction Manager(s) and/or General Contractor(s) detailed construction schedule for conformance with the Project's major milestone schedule;
 - b. **Budget Monitoring:** Assisting with tracking the Project budget, including expenses to date versus total budget, and remaining projected costs provided by the Project team;
 - c. **Progress Reporting:** Preparing, based on observed progress of deliverables and in the field and Project team provided information, periodic summaries and reports for School District's review and use.
 - d. **Liaison:** During all the phases of the Projects, serve as the key liaison to assist and advise between School District's Administration and the commissioned Architect(s), Construction Manager, Technology Designer, General Contractor and/or Contractors. This Service shall include, but shall not be limited to, assisting and advising in the coordination of all activities and resolution of any resulting problems and attendance and reporting of progress issues to the Board at their regular scheduled meetings as required by School District's Administration.
 - e. **Project Monitoring.** Provide Owner Representative input for all Projects in all planning stages, design stages, construction stages and Substantial Completion/closeout stages. This Service shall include, but shall not be limited to, input regarding product/material selections. Assist and advise the School District's Administration with construction methodology to assure quality levels established by monitoring of the budget established to address possible cost savings, and input regarding the cost estimates prepared by the Architect(s) and/or the Construction Manager and/or the Technology Designer, as required by School District.
 - f. **Quality Control.** Advise regarding the School District's continuous quality control program to assure the Projects are constructed within acceptable industry standards and decisions regarding materials and systems are made with operational efficiencies, long-term economies and ease of maintenance in mind. Advise and/or report to School District if Owner's Representative becomes aware of any Projects that are not being implemented within acceptable industry standards, and/or that decisions regarding materials and systems are not being made with operational efficiencies, long-term economies and ease of maintenance in mind. Assist the Owner with obtaining all rebates available for the Bond Projects implemented.
- 4. Design Phase Services:** Throughout the design process, Owner's Representative will assist and advise School District regarding the Project's design process. The activities constituting Owner's Representative's Design Phase Services may be comprised from the following:

- a. **Architect's Workplan:** Reviewing the Architect's workplan to assist School District in determining if the Architect has a cohesive plan to design the Project within the established parameters.
 - b. **Design Facilitation:** Owner's Representative will monitor and advise School District regarding the progress of the Project's design. The activities constituting Owner's Representative's Design Facilitation Services may be comprise from the following:
 - i. Monitoring the Architect's (or Architects') progress and conformance to the established Project Schedule throughout the design process;
 - ii. Scheduling and attending progress meetings;
 - iii. Reviewing the design to promote consistency with Project's established scope and program;
 - iv. Facilitating the integration of other vendor services into the design including the information technology design as it relates to the interface of architectural, mechanical, and electrical systems;
 - v. As directed by School District, updating the Project's budget and schedule to reflect the impacts of particular design decisions;
 - vi. Assisting School District in evaluating alternative systems and building products based on product performance information provided by the Project team and material and labor availability in the local marketplace;
 - vii. Facilitating a process for the selection of finishes;
 - viii. Assisting and advising School District in its review of the Project team's design deliverables; and
 - c. **Preconstruction Facilitation:** Owner's Representative will assist and advise School District regarding preconstruction activities that run concurrent to, and help inform, the Project's design. The activities constituting Owner's Representative's Preconstruction Facilitation Services may be comprised from the following:
 - i. Assisting School District and the Project team in defining the scope of phased construction for the Project;
 - ii. Comparing cost estimates produced by the Construction Manager or design team to the Project's established budget;
 - iii. Facilitating the Project team's constructability reviews;
 - iv. Assisting School District and the Project team in determining procurement methods for major long-lead equipment; and
 - v. Depending on the Project's selected delivery method, assist School District in the evaluation of a detailed construction schedule produced by the Construction Manager.
- 5. Construction Phase Services:** Owner's Representative will assist and advise the School District throughout the Project's Construction. The activities constituting Owner's Representative's Construction Phase Services may be comprised from the following:

- a. **Construction Facilitation:** Owner’s Representative will assist and advise School District to help facilitate key aspects of the construction process. The activities constituting Owner’s Representative’s Construction Facilitation Services may be comprised from the following:
 - i. **Trade Contractor Bidding:** Where applicable given the Project’s delivery method, Owner’s Representative will assist and advise School District and its design professional(s)/Architect(s) and Construction Manager(s) regarding bidding the Project’s work to the applicable trades. The activities constituting Owner’s Representative’s Trade Contractor Bidding Services may be comprised from the following:
 - 1. Assist School District in monitoring the development of bid packages.
 - 2. Assisting School District in reviews of proposed alternatives;
 - 3. Working with the Architect(a), and Construction Manager(s) in their promotion for bid coverage;
 - 4. Assisting School District, and its legal counsel, with their reviews regarding competitive bidding requirements, including, but not limited to bid advertising;
 - 5. Assisting and advising School District and the Project team with the analysis of bids for responsible pricing; and
 - 6. Assisting and advising School District and the Project team with analyzing contractor bids and qualifications.
 - ii. **Vendor Coordination:** Owner’s Representative will assist School District and the Project team to facilitate coordination with the Owner’s independent contractors and vendors.
 - iii. **Submittals & Requests for Information (“RFI”):** Owner’s Representative will monitor the Project team’s submittal process and assist and advise School District regarding input required of School District.
 - iv. **Change Order Review and Tracking:** Owner’s Representative will assist School District with tracking and reviewing change orders and advise School District regarding the resolution of change related issues.
 - v. **Payment Application Review:** Owner’s Representative will monitor the payment application process and assist School District with its review of payment applications certified for payment by its Architect(s) and will make recommendations regarding payment for School District’s ultimate approval.
 - vi. **OAC Meetings:** Owner’s Representative will assist School District in coordinating and will attend regular construction progress meetings.

- vii. **Certificates of Substantial Completion:** Advise School District regarding accepting and executing certificate(s) of completion issued by its Architect(s).
- b. **Authorities Having Jurisdiction (“AHJ”) Coordination:** Owner’s Representative will assist and advise School District regarding the Project’s coordination with applicable AHJ’s. The activities constituting Owner’s Representative’s AHJ Coordination Services may be comprised from the following:
- i. **Permits:** Assisting School District and the Project team in obtaining the necessary permits and approvals for the Project’s construction that are identified by the Project team.
 - ii. **Inspection Coordination:** Assisting and advising School District and the Project team regarding the coordination of inspections by AHJ’s. The activities comprising Owner’s Representative’s Inspection Coordination Services may be comprised from the following:
 - 1. Assisting in the coordination of non-construction related inspections;
 - 2. Assist in engaging with AHJ’s to discuss and identify specific inspection requirements; and
 - 3. Monitoring the Construction Manager’s (s’)/General Contractor’s inspection log.
 - iii. **Certificates of Occupancy:** Assisting School District in the coordination and tracking of temporary and permanent certificates of occupancy.
6. **Activation Assistance:** Owner’s Representative will advise School District regarding the Project’s activation planning and assist School District in monitoring and facilitating the Project’s activation. The activities constituting Owner’s Representative’s Activation Assistance Services may be comprised from the following:
- a. **Activation Plan Development:** Owner’s Representative will assist School District and its Project team in developing an activation plan designed to achieve a fully functioning and operational space. The Project’s Activation Plan may address the following:
 - i. Budget, scope, and schedule parameters for activation items;
 - ii. AHJ and other approval or certification processes;
 - iii. Commissioning;
 - iv. Training of School District personnel
 - v. Procurement and installation of Furniture, Fixtures, and Equipment (“FFE”); and
 - vi. Move Management/coordination.

EXHIBIT C

OWNER'S REQUEST FOR PROPOSAL
AND
OWNER'S REPRESENTATIVE'S PROPOSAL

EXHIBIT D

OWNER'S REPRESENTATIVE INSURANCE CERTIFICATE(S)

(See Attached – Owner's Representative shall provide the School District throughout the Term of this Agreement with updated Insurance Certificates, in accordance with the requirements hereunder, prior to expiration of the same)

PROCLAMATION: CANCER AWARENESS MONTH-OCTOBER

WHEREAS, Over the past several decades, our nation has made significant advances in the fight against cancer. Improvements in early detection and treatment of this disease have led to decreases in the rates of new cases and deaths, and many people who are diagnosed with cancer are living longer, with a better quality of life. Despite the breadth of our progress, an estimated 1.8 million people were diagnosed with cancer last year, and more than half a million Americans lost their lives to the disease. During Cancer Awareness Month, October 2024, we renew our commitment to increasing awareness about cancer and reducing the burden of this devastating illness; and

WHEREAS, Staff, students, and parents of Walled Lake Consolidated School District have planned several Cancer Awareness activities throughout the months of September and October 2024; and

WHEREAS, Walled Lake Western High School is holding its 13th Annual Warriors for Warriors Pink Out Football game, including Cheer and Marching Band, on October 25, 2024, with proceeds going to two charities: St. Baldrick's Foundation for Pediatric Cancer and Angels of Hope Foundation Michigan. Additionally, Western is hosting a Pink Out Soccer game on September 17 and a Pink Out Volleyball game on September 24. Walled Lake Northern High School currently has four Pink Out events planned in October in honor of Cancer Awareness. This year's events will be held at the Varsity Football game, Swim/Dive meet, and Girls Volleyball game, all on October 10, as well as the JV Football game on October 17. Walled Lake Central High School will be hosting a Pink Out Football game on October 4. All three high schools will have additional activities to raise funds in support of cancer related charities, including tee shirt and ribbon sales.

WHEREAS, There will be educational opportunities throughout September and October 2024 to talk to students about healthy habits to prevent cancer, such as avoiding excessive sun exposure, eating a balanced diet, maintaining a healthy weight, and making physical activity part of each day; and

NOW THEREFORE BE IT RESOLVED, that the Walled Lake Schools' Board of Education, Administration, Staff, Students, and Parents, *together*, declare October 2024 Cancer Awareness Month in Walled Lake Schools.

DESIGNATION OF DEPOSITORIES FOR SCHOOL FUNDS

The following listing of banks, financial institutions, and brokerage firms is in compliance with the State of Michigan Code of 1976, as amended by P.A. 132 of 1986, and is recommended as depositories for school funds for the 2024-25 fiscal year.

WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
DESIGNATION OF DEPOSITORIES FOR SCHOOL FUNDS

BANK

ACCOUNTS

Comerica	Investments/Checking/Savings
J. P. Morgan Chase	Investments/Checking/Savings
Fifth Third Bank	Investments/Checking/Savings
Michigan Liquid Asset Fund Plus	Investments/Bond Proceeds Investments
Michigan CLASS (Cooperative Liquid Assets Securities System)	Investments/Bond Proceeds Investments
PNC Bank	Investments/Checking/Savings
Flagstar Bank	Investments/Checking/Savings
The Bank of New York Mellon	Debt payments and Agent Fees
Charter One	Investments/Checking/Savings
Huntington National Bank	Debt payments and Agent Fees

SCHOOL INVESTMENTS

The Board of Education each year authorizes the Business Office, under the direction of the Assistant Superintendent of Business Services, to invest School District monies as prescribed by Michigan Revised School Code, as follows:

- a. Bonds, bills or notes of the United States; obligations, the principal and interest of which are fully guaranteed by the United States; or obligations of the state.
- b. Certificates of deposit issued by a financial institution or share certificates of a state or federal credit union that is a financial institution.
- c. Commercial paper rated prime at the time of purchase and maturing not more than 270 days after the date of purchase.
- d. Securities issued or guaranteed by agencies or instrumentalities of the United States government.
- e. United States government or federal agency obligation repurchase agreements.
- f. Bankers' acceptances issued by a bank that is a member of the Federal Deposit Insurance Corporation.
- g. Mutual funds composed entirely of investment vehicles that are legal for direct investment by a school district.
- h. Investment pools, as authorized by the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118, composed entirely of instruments that are legal for direct investment by a school district.
- i. Certificates of deposit issued in accordance with the following conditions:
 - The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to this state under section 6 of 1855 PA 105, MCL 21.146.
 - The financial institution arranges for the investment of the funds in certificates of deposit in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of the school district.
 - The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.
 - The financial institution acts as custodian for the school district with respect to each certificate of deposit.
 - At the same time that the funds of the school district are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially invested by the school district through the financial institution.
- j. Deposit accounts that meet all of the following conditions:
 - The funds are initially deposited in a financial institution that is not ineligible to be a depository of surplus funds bellowing to this state under section 6 of 1855 PA 105, MCL 21.146.
 - The financial institution arranges for the deposit of the funds in deposit accounts in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of the school

district.

- The full amount of the principal and any accrued interest of each deposit account is insured by an agency of the United States.
- The financial institutions acts as custodian for the school district with respect to each deposit account.
- On the same date the funds of the school district are deposited under subparagraph (ii), the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially invested by the school district through the financial institution.

MOTION: I move that the Board of Education authorize the Business Office, under the direction of the Assistant Superintendent of Business Services, to invest School District monies as prescribed by Michigan Revised School Code.

**CONTRACT FOR SERVICES
BY LAKES AREA YOUTH ASSISTANCE**

FOR THE WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
FROM JULY 1, 2024 – JUNE 30, 2025

44

AGREEMENT made this 1st day of July, A.D., 2024, between the School District, hereinafter referred to as the "School District" and the Lakes Area Youth Assistance, hereinafter referred to as the "Agency".

WHEREAS, the Agency provided programs and counseling services for the prevention of juvenile delinquency and neglect in the School District, and;

WHEREAS, the School District recognizes the need for the above programs and counseling services provided by Agency in benefiting the "Health, Safety, and Welfare" of its youths, and;

WHEREAS, a funding is needed to partially subsidize the cost of said programs and counseling services as to the cost of office supplies, equipment, and secretarial services.

NOW THEREFORE, the School District and Agency mutually promise and agree that:

1. The School District shall pay over to Agency the sum of \$5,700.00.
2. The agency, for and in consideration of said monies, shall provide and render the above programs and counseling services to the youths of the School District for a period beginning July 1, 2024 and ending June 30, 2025.
3. At the conclusion of the program the Agency shall provide a full report of the year-end facts and figures.
4. The Agency shall permit the School District to inspect its financial books upon request.

Walled Lake Consolidated School District District Board Policy Adoption

September 5, 2024, Regular Board Meeting Review

October 10, 2024, Regular Board Meeting Proposed Adoption

Board Policy 1003 – Adoption of Amendment of Bylaws and Policies

June 13, 2024, MJ School Policy Services Update 17.01

The Board will adopt or amend Bylaws and Policies after readings at two separate Board meetings. The Board may, by a majority vote of members elected and serving, waive a first reading.

The Board delegates to the Superintendent the authority to make non-substantive, clerical changes or correct scribes' errors in the Policies without Board of Education approval. If any Board member contests that changes have altered the substance or meaning, he/she can request their roll-back which will become immediately effective and such changes will follow the required process above.

Board Policy 1004 – Conflict Between Policies and Administrative Regulations

June 13, 2024, MJ School Policy Services Update 17.02

In the event of a conflict between Board-approved policies and administrative regulations, the Board-approved policy will prevail.

Board Policy 2007 – Cardiac Emergency Response Plan

June 13, 2024, MJ School Policy Services Update 17.03

Cardiac Emergency Response Plan The purpose of this policy is to comply with Sections 19 and 19b of the Fire Prevention Code and Section 1319 of the Revised School Code. The Superintendent will develop and implement regulations that will enable the School District to offer an appropriate response in the event of a cardiac emergency. These procedures will address, at a minimum:

- The use and regular maintenance of automated external defibrillators located throughout the school's campus and athletic facilities.
- The establishment, and activation of a cardiac emergency response team in the event of an identified cardiac emergency and integration of the cardiac emergency response team with the local emergency response agencies and system.
- The methods for effective and efficient communication in the building or outside area in which the emergency arises.
- A legally compliant training plan for the use of automated external defibrillators and cardiopulmonary resuscitation techniques.
- The incorporation or integration of a local emergency response system and emergency response agencies into the School District's procedures.

The Superintendent will periodically evaluate the School District's cardiac emergency response procedures and report the evaluation results to the Board.

Walled Lake Consolidated School District District Board Policy Adoption

September 5, 2024, Regular Board Meeting Review

October 10, 2024, Regular Board Meeting Proposed Adoption

Board Policy 3005 – Selection of Media Center/Library Materials

June 13, 2024, MJ School Policy Services Update 17.04

The Board intends that students be provided access to a wide variety of educational materials, in various media, to support learning. The Superintendent may make or approve purchases for the media center following established criteria reviewed by the Board. Professional staff members, parents, and students may recommend such purchases.

Board Policy 3006 – Parental Objections

June 13, 2024, MJ School Policy Services Update 17.05

The Superintendent will develop regulations that provide an opportunity for parents to object to, and the Superintendent to consider parental objections to, the School District's curriculum, the selection of textbooks and other instructional materials, and media center materials.